SIEMENS

General Conditions of Sale - Siemens, S.A.

1. General

1.1 The scope, quantity, quality, functionality and technical specifications of any goods, equipment, documentation, software, work or services to be provided by Siemens (collectively referred to as "**Supplies**") are exclusively defined as the case may be either in the order confirmation issued by Siemens or the Contract signed by the Customer and Siemens.

1.2 The offer letter from Siemens together with these terms and conditions and those other documents expressly identified in the offer letter as forming part of the contract shall together constitute the entire agreement between the parties (the "**Contract**"). Any terms and conditions of the Customer shall apply only where expressly accepted in writing by Siemens.

1.3 References in the Contract to "**Siemens**" are to Siemens S.A. with VAT nr. 500247480 and address in Rua Irmãos Siemens nr. 1 e 1 A, 2720-093 Amadora, Portugal. References to the "**Customer**" are to the legal entity to whom the offer letter is addressed.

1.4 Supplies that are not explicitly described in the Agreement are not included within its scope. Unless expressly stated otherwise, operating materials, consumables, spare and wear parts will not be included in the Price of the Contract.

1.5 Siemens is entitled to provide the Services via a secure remote access ("**Remote Services**"), under the terms specified in the Addendum on Remote Access to the General Terms and Conditions of Sale - Siemens, S.A. for Maintenance/Service Contracts (Version 06/2019) (CTR).

2. Rights of Use

2.1 Except as expressly otherwise agreed in this Contract, as between the parties all intellectual and industrial property rights in the Supplies, in all documents provided by Siemens in connection with this Contract (the "**Documents**") and in all software, hardware, know how ("**IPR**") and other things provided with or as part of the Supplies and the Documents shall be the exclusive property of and vest in Siemens. The Customer shall not reverse engineer, decompile, or reproduce the Supplies or parts thereof and shall ensure that third parties will not reverse engineer, decompile or reproduce the Supplies in each case to the extent mandatory law does not prohibit such limitation.

2.2 The Customer may use the Documents unmodified and to the extent necessary for operation and routine maintenance of the Supplies by the Customer's own personnel, unless explicitly agreed otherwise in writing by Siemens.

2.3 If the Supplies include Siemens' software, such software is licensed under the license terms contained in the software documentation, the software itself or in attached license terms (in each case the "**applicable license conditions**"), which shall prevail over this Clause 2. The software is issued in object code without source codes. The license hereunder only grants the non-exclusive right to use the software as described in the applicable license conditions or, if no such terms are provided, for the purpose of operation and routine maintenance of the Supplies.

2.4 The Supplies may include third party software. Insofar as specific license terms of the third-party licensor apply, Siemens will provide such terms together with the Supplies. The Customer shall comply with such third-party license terms.

2.5 Insofar as the software contains **Open-Source Software** ("**OSS**"), Siemens will provide the applicable OSS license terms together with the Supplies. The OSS license terms shall prevail over this Contract. Details regarding any third-party software and OSS contained in the Supplies are available in the software documentation (e.g., README_OSS).

2.6 The rights granted in Clause 2 shall be transferable to a third party only together with the transfer of ownership of all the Supplies to that third party.

2.7 Without prejudice to the Customer's intellectual property rights and subject to compliance with applicable law, Siemens and its Affiliates may for its own business purposes collect, use, modify, and copy any data received in connection with the Supplies.

3. Prices and Terms of Payment

3.1 Unless agreed otherwise in writing, prices exclude packing, freight, insurance, and any other additional charges (such as storage, inspections by third parties). The price payable by the Customer for the Supplies under this Contract shall be referred to in this Contract as the "**Contract Price**".

3.2 Unless expressly stated otherwise, if Siemens undertakes any erection, assembly, installation, commissioning or testing of the Supplies or a part of the Supplies outside Siemens' own premises ("**Works on Site**"), the Customer shall bear all incidental costs, such as travel expenses, daily allowances, in addition to the Contract Price.

3.3 The Contract Price is exclusive of any indirect taxes (such as property, license, sales, use, value added or similar tax) and/or any duties, customs or public charges related to the Contract. The Customer agrees to pay or reimburse Siemens for any taxes, customs, duties, or other public charges levied on Siemens in relation to the Supplies. All payments shall be made to Siemens' bank account without deduction (e.g. deduction of withholding tax) within 30 days after issuance of the invoice. If the Customer is required to make a deduction by law, the sum payable shall be increased so that Siemens receives a net amount equal to the amount it would have received without such deduction. The Customer shall provide to Siemens tax

receipts from the relevant tax authorities in connection with the payments in due course.

3.4 If so agreed, for all payment obligations of the Customer towards Siemens under this Contract, the Customer shall provide Siemens with an irrevocable, unconditional and on first demand **bank guarantee** (referred to as "**BG**") in favour of Siemens, in the amount of all of the Customer's payment obligations, allowing partial and trans-shipments as well as partial drawings, to be opened at the date of Contract signature at the order of the Customer by a first-class international bank acceptable to Siemens. The BG shall be issued in a form and on terms satisfactory to Siemens and be advised and confirmed by a first-class bank of Siemens' choice. The BG shall be payable in Portugal on first demand and be available at the counters of the advising or confirming bank respectively against presentation of the commercial invoices or advance payment invoices issued by Siemens.

The BG shall be amended as required to cover any price adjustments. All expenses, commissions and charges arising in connection with the BG shall be borne by the Customer. The Customer shall indemnify Siemens for any such expenses, commissions and charges deducted by a bank.

If a payment request of Siemens under the BG is rejected or payment is not received by Siemens within 30 days after the payment request, Siemens may claim payment from the Customer.

The Customer shall ensure that (i) the BG remains valid and enforceable until all payment obligations towards Siemens have been fulfilled, and (ii) the amount available for drawing under the BG is at no time less than the amount of all payment obligations of the Customer towards Siemens under this Contract. If the Customer fails to satisfy the before stated obligations, without prejudice to Siemens' other rights and remedies, Siemens is entitled to immediately suspend its performance under this Contract and, if such failure continues for a period of 30 calendar days, to terminate this Contract pursuant to Clause 16 Termination with immediate effect.

3.5 Without prejudice to any other rights it may have, Siemens may charge interest at 9 percentage points above the current base lending rate of the European Central Bank on any overdue payments.

3.6 Each party must pay all sums that it owes to the other party under this Contract free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as agreed otherwise in writing or as may be required by law.

3.7 Siemens reserves the right to adjust the Contract or Quotation Price for any escalation in the cost or transport of materials (including without limitation the cost of stainless steel, nickel and other metals) that occurs in the time period from the date of our quotation and up to and including the date we or any company of the Siemens Group orders materials for the manufacture or assembly of our supply either the time of invoicing ('Contract Price Adjustment'). Any Contract Price Adjustment shall be based solely on an escalation of our direct cost. In case Siemens requests a Contract Price Adjustment in excess of 5% of the previous price, the Parties will reach an agreement on the impact of such increases.

4. Delivery Times, Delay and Liquidated Damages

4.1 Any agreed dates for performance of the Supplies or any part of it shall be extended by a reasonable period of time if and to the extent that Siemens is delayed or impeded in the performance of its obligations by any third party or by the failure of the Customer to perform its obligations. This includes without limitation the delivery of required documents (such as necessary permits and approvals), timely performance of any work to be undertaken by the Customer or any third party appointed by the Customer, and compliance with the terms of payment.

4.2 Siemens may, if it is reasonable to do so, deliver the Supplies in stages or instalments and shall be entitled to invoice for the Supplies on a corresponding basis.

4.3 If Siemens does not meet the agreed final completion date solely due to the fault of Siemens, the Customer shall be entitled to liquidated damages amounting to 0.5% of the price of the delayed part of the Supplies per each completed week of delay, in which the Customer suffered loss as a result of such delay. Liquidated damages payable in case of delay shall be limited to 5% of the price of the delayed part of the Supplies but in any case, shall not exceed 5% of the Contract Price

4.4 Any other liability of Siemens and any claims, rights and remedies of the Customer in case of delay except as expressly stipulated in this Clause 4 and in Clause 15.2 a) below shall be excluded, to the extent permissible by law.

4.5 If the Customer, the Customer's contractors, or any other third party appointed by the Customer causes a delay to the provision of the Supplies, the Customer shall reimburse Siemens all reasonable additional costs and expenses incurred due to such delay.

4.6 In the event that performance figures in the Contract have been expressly agreed, if after completion of the Supplies, these performances figures are not fulfilled due to the solely fault of Siemens, Siemens shall be given additional reasonable time to achieve such figures by carrying out at its own expense any work which Siemens considers necessary. If, after completion of the work and all further performance test, the performance figures are not reached, the Customer shall be entitled to liquidated damages at such rate as may be specified in the Contract, but which shall in no event exceed 5% of the price of the part of the Supplies failing to meet the agreed figures. The payment of liquidated damages shall be the Customer's only remedy for and in connection with the non-achievement of the performance figures required under the Contract.

4.7 As a result of significant disruptions in the supply chain, particularly with respect to electronic components, as well as the embargoes which currently affect the global economy, temporary delays in delivery, labour or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to correct and timely delivery from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or

modify its workmanship or services. In addition, the date of delivery of equipment or performance of services may be subject to change for the aforementioned reasons. Whenever delays in meeting deadlines are proven to be the result of the above framework, there will be no application of penalties.

5. Transfer of Risk and Title

5.1 Risk of damage to or loss of any part of the Supplies shall pass to the Customer upon delivery.

5.2 The Supplies shall be deemed delivered if and when the Customer fails to accept delivery without cause. In such case, the Supplies can be stored and insured at the risk and expense of the Customer and any payment shall become due. The same consequences shall apply on the scheduled date of delivery if the dispatch is postponed for reasons attributable to the Customer.

5.3 Title in any part of the Supplies shall remain with Siemens until Siemens has received full payment for that part of the Supplies.

6. Force Majeure

6.1 A "**Force Majeure Event"** means any event which is beyond the reasonable control of a party or its subcontractors, which could not have been prevented by good industry practice and which results in a party, its Affiliates or any of its sub-contractors or sub-suppliers (the "**Affected Party**") being unable to perform or being delayed in performing in whole or in part its obligations under this Contract. Force Majeure Events include, among others, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on Siemens' IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits, or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions imposed by the European Union (EU) or the United States of America (U.S.) or any public authority within EU or U.S. territory or by the United Nations which, upon sole discretion of Siemens, may expose Siemens or its Affiliates to sanctions, penalties, loss of privileges or other acts or omissions of public authorities detrimental to Siemens or its Affiliates, or any subcontractor or sub-supplier rejecting delivery due to reasons like those as stated herein, acts or omissions of public authorities including any entities acting on their behalf (or threats thereof), or any subcontractor or sub-supplier rejects delivery due to the same reasons.

6.2 If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the effects of the Force Majeure Event.

6.3 The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.

6.4 If one or more Force Majeure Events and their effect last for a period of 180 days in aggregate either party may terminate the Contract by giving to the other a written notice of termination with regard to the part of the Supplies not yet provided. With regard to the part of the Supplies not yet provided, Siemens shall be entitled to reimbursement from the Customer of its unavoidable costs related to such termination.

7. Obligations of the Customer

7.1 The Customer shall apply for and obtain all necessary licenses, permits and approvals required for commissioning, acceptance and use of the Supplies.

7.2 The provision of the works shall be subject to the Customer providing, at its own expense and in a timely manner, everything reasonably required to ensure that Siemens' personnel are able to commence work in time and to carry out the works in an uninterrupted manner. For Supplies on Site, the Customer shall provide, without limitation:

a) unrestricted access to the site and related infrastructure,

b) assistance with regard to obtaining required visas, work and residence permits and customs clearance for the Supplies, personnel or equipment of Siemens or its subcontractors,

c) all earth-moving and construction work and other ancillary services to the extent not expressly included within Siemens' scope of Supplies including the necessary works, materials and tools,

d) equipment, tools and materials necessary for Siemens' performance of the works such as scaffolding, lifting equipment etc.,

e) energy, water, internet access, heating and lighting,

f) suitable, dry and lockable rooms for the storage of materials, tools etc. and adequate working and recreation rooms for personnel of Siemens or its subcontractors, including telephone and communication lines and appropriate sanitary facilities,

g) all necessary safety and health measures to protect the personnel and the property of Siemens and its subcontractors,

h) all necessary information concerning the location of concealed electric power, gas and water lines or of similar installations as well as all required data concerning static and sub-surface conditions of the site, and

i) all necessary materials and equipment to start works on Site and make sure that the Works on Site can be started as agreed and carried out without interruption.

7.3 The Customer is solely responsible for the conception, implementation and maintenance of a holistic, state-of-the-art security concept to protect its enterprise, plants, systems, machines and networks (including the Supplies) against Cyberthreats. "**Cyberthreat**" means any circumstance or event with the potential to adversely impact the Customer's plants, systems, machines and networks (including the Supplies) via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios. Such concept should inter alia include:

a) installation of Updates as soon as they are available in accordance with the installation instructions given by Siemens and using the latest version of the Supplies (this might include the purchase of upgrades of hardware and software by the Customer). "Update" means any software which primarily contains a correction of software errors in the Supplies, an Update that fixes a vulnerability ("Patch") and/or minor enhancements or improvements of the Supplies but does not contain significant new features. Use of versions that are no longer supported, and failure to install the latest Updates may increase Customer's exposure to Cyberthreats.

b) complying with security advisories, installing Patches and implementing other related measures, published, among others, under http://www.siemens.com/cert/en/cert-security-advisories.htm

c) regular vulnerability scanning, and testing, provided however, that (i) it is not performed while the Supplies are in use, (ii) the system configuration and security level of the Supplies are not modified; and (iii) if vulnerabilities are identified by the Customer, the Customer shall align with Siemens, shall not refuse acceptance of the Supplies if Siemens classifies the vulnerability to be irrelevant, and shall not disclose the vulnerability without the prior written consent from Siemens;

d) implementing and maintaining a state-of-the-art password policy.

e) only connecting the Customer's systems, machines and components as well as the Supplies to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g., firewalls, network Client authentication and/or network segmentation) are in place and the manufacturers' guidelines are fulfilled.

f) minimizing the risk of a malware infection (e.g., through content of USB-storage media and other removable storage devices connected to the Supplies) through malware scanners or other appropriate means.

7.4 The Costumer is responsible for preventing unauthorized access to your plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. Additionally, Siemens' guidance on appropriate security measures should be taken into account. For additional information, please contact your Siemens sales representative or visit https://www.siemens.com/global/en/home/company/topic-areas/future-of-manufacturing/industrial-security.html.

7.5 In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security concept. Siemens' portfolio only forms one element of such a concept.

Siemens shall not be responsible if, due to the Customer's needs, it has to access the Customer's infrastructures, systems, installations, connections, machines and networks, even remotely, and the Customer does not have a compatible/updated version of security and this may jeopardise the maintenance/viability of the security of the Customer's system.

In accordance with the previous paragraph, Siemens will not be held responsible for any Cyberthreat in this context, even if not aligned with the customer's own security concept.

7.6 The Customer acknowledges that Works on Site may generate and/or uncover hazardous waste which is subject to specific legal or regulatory requirements under applicable laws "hazardous materials" or "hazardous waste".

If Siemens discovers hazardous materials (including asbestos), environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local environmental conditions which have an adverse effect on the Supplies, the Customer shall be liable for any required remediation and shall also reimburse Siemens for any reasonable additional costs and expenses. The Customer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with the applicable laws.

7.7 The Customer shall be responsible for the collection and disposal of the waste electrical and electronic equipment and industrial batteries at the end of their use phase at its own expense according to the law at the place of use. Regarding electric appliances and electronic equipment, all electric appliances and electronic equipment that become waste when their user or holder discarded them or intends to dispose of them have the consideration of waste of electrical and electronic equipment ("**WEEE**"). This paragraph regarding these general conditions is applicable to WEEE professionals. According to the Law, WEEE holder. may destine them to reuse or dispose of them as WEEE. In this second case should instruct the management of WEEE waste duly authorized managers or make them available to Siemens for collection directly by Siemens or through the collective system of extended producer responsibility to which Siemens is part. In case that the generator of waste wants to put it at the disposal of Siemens, the Customer must convincingly notify its intention through the usual Customer contact through email. Siemens will organize the collection of the WEEE free of charge to the Customer. It is important that all agents involved in the production and management of WEEE are committed to comply with the legal provisions in force in the matter, to achieve the objectives of management of waste established by the competent authorities. Siemens appreciates your cooperation by placing at the disposal of the waste in the terms that have just been exposed.

7.8 Siemens shall comply with the Customer's site rules and regulations when performing Works on Site, provided that the Customer informs Siemens, in writing,

of all relevant site rules and regulations in force at the premises within a reasonable period of time prior to performance of the Works on Site.

Siemens shall not be obliged to provide the Works on Site in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall be taken by the Customer, at no cost to Siemens, before the Works on Site commence and shall be maintained by the Customer during Siemens' performance of the Works on Site.

7.9 The Customer shall inform Siemens prior to the execution of any Works on Site about potential safety and health risks which may originate from the Customer's plant or equipment or may exist at Customer's site, including but not limited to hazardous materials which may exist in addition to those already specifically addressed in the Contract or which may be generated or released in the course of the Works on Site ("**HS Risks**").

If a potential health or safety risk arises, then, without limiting its other rights and remedies, Siemens may suspend its work until the respective safety and health risk has been permanently eliminated, or protective and preventive measures required by Siemens have been taken by the Customer.

The Customer shall reimburse Siemens all additional costs incurred by any special protective and preventive measures as deemed necessary by Siemens to deal with existing HS Risks as well as costs resulting from the suspension. The contractual schedules, agreed dates, and other time limits shall be adjusted accordingly.

The Customer is responsible for the safety and health conditions on site, shall comply with any applicable laws as well as the laws, regulations and requirements of the European Union, and shall implement and conduct a risk assessment of potential hazards for the safety and health of the personnel on site, measures to control such risks (including suitable safety and working regulations for the Works on Site, emergency and evacuation procedures, and effective medical aid systems and resources), and potentially necessary corrective measures. Prior to their performance of any activity on site, Customer shall provide Siemens' and its sub suppliers' personnel with the required safety and working regulations and related trainings. If Siemens provides Customer with a safety and health document for the site, the Customer shall comply with the regulations contained therein, including provided updates.

The Customer is responsible for ensuring that the site, including the ambient air and all parts of the plant Siemens' employees or subcontractors may come in contact with, are free of asbestos. Upon request by Siemens, the Customer shall certify these conditions by a licensed and independent institute. Siemens shall be entitled to perform corresponding measurements.

In case aforementioned parts or ambient air is not free of asbestos or as long as the permanent absence of asbestos is not ensured, Siemens may, without limiting its other rights and remedies, suspend any work in affected areas and reject any delivery of asbestos-containing parts to its factory or workshop until it is certified by a licensed and independent institute that the site and the parts are free of asbestos. The costs of such certification and/or other expenses related to on site asbestos shall be borne by Customer. Siemens may nevertheless agree to perform certain limited scope of work under defined protection measures to the extent determined by Siemens. Siemens shall be entitled to compensation for any additional cost incurred and to a reasonable extension of time for the provision of the Supplies.

7.10 For any portion of the Supplies performed by Siemens and/or its subcontractors on a time basis, the Customer shall confirm with Siemens on a weekly basis the hours worked by Siemens' and/or its subcontractors' personnel.

8. Changes to the Supplies, Variations

8.1 Either party may at any time request in writing changes, modifications or additions to the scope of the Supplies (hereinafter referred to as "**Variation**"). Upon receipt of a Variation request, Siemens shall provide the Customer with a written quotation for the requested Variation, specifying the effects of the requested Variation on the Contract, including any necessary adjustment of the Contract Price, time schedules and agreed dates, scope of the Supplies and any other affected provisions of the Contract.

If the Customer wishes to proceed with a requested Variation on the basis of Siemens' quotation, the Customer shall notify Siemens thereof in writing within 14 days of receipt of the quotation. Siemens is not obliged to give effect to the Variation until it has been agreed in writing by the parties.

8.2 If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Contract signature, Siemens shall be entitled to an adjustment of the Contract, including inter alia an adjustment of the Contract Price to reflect any additional costs to be incurred by Siemens, the time schedules and scope of Supplies, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.

8.3 Without prejudice to the parties' right to request Variations, Siemens may at any time make changes to the Supplies without the Customer's prior approval, provided such changes by Siemens do not adversely affect the agreed operability, functionality or technical characteristics of the Supplies. Siemens shall not be entitled to any additional payment, extension of time, or other adjustment of the Contract in respect of such changes.

8.4 In the event of a return due to the supply of incorrect quantities or incorrect references, Siemens may accept returns within a maximum of 30 (thirty) days as of delivery (based on the date of the delivery note), as long as the returned products are in their original packaging with the label intact, without any anomalies in the packaging, dirt, writing, etc.

8.5 In the event of a return due to an error attributable to Siemens, the transport costs for the return will be

covered by Siemens, as long as it is carried out by Siemens´ authorized transporters.

8.6 Returns are not accepted for products that are (i) used, old or damaged; (ii) of special execution or express manufacture; (iii) with a value of less than EUR 150.00 per position; or (iv) Software.

8.7 In the event of a return due to an error attributable to the Customer, or if the Customer intends to return the Supplies for any other reason - always subject to Siemens' prior approval -, a charge of 15% of the purchase price or at least 25 Euros will be charged for handling and administrative costs, and the Customer will be responsible for the delivery of the material to a location to be designated by Siemens.

9. Acceptance

9.1 If the Supplies are subject to acceptance, the Customer shall accept the Supplies upon their completion including successful performance of acceptance tests if such tests have been agreed on. In case of partial delivery, the Customer shall accept functional parts of the Supplies separately upon their completion.

9.2 If Siemens notifies the Customer that the Supplies or a part of the Supplies are ready for acceptance, and/or are made available, the Customer shall declare the acceptance of the Supplies or relevant part in writing within two weeks of the notified date. Upon expiry of the two-week period the Supplies or relevant part of the Supplies shall be deemed accepted, unless the Customer has stated and substantiated in writing legitimate grounds on which it refuses acceptance. The acceptance shall be effective as of the date of Siemens' notification.

9.3 In any case, the Supplies or parts of the Supplies shall be deemed accepted as soon as they are put into commercial operation or if the acceptance tests have not been carried out within 1 week after their scheduled dates due to reasons not attributable to Siemens.

9.4 The Customer shall be entitled to refuse acceptance only in case of Defects (as defined in Clause 10.1 below) in the Supplies which significantly affect the use of the Supplies. Those items shall be listed in the acceptance record and shall be remedied by Siemens within a reasonable period of time or as agreed between the parties.

9.5 In the event that Siemens carries out performance tests, functional tests and/or test runs, once the Supplies have been accepted in accordance with the above paragraphs, acceptance shall not be affected by any failure to pass such tests.

9.6 All costs and expenses of the Customer and any third parties (other than those of Siemens' own personnel or contractors) incurred in connection with inspections, tests, approvals, acceptance procedures etc. shall be borne by the Customer.

10. Defects Liability (Warranty)

10.1 In this Contract, and subject to Clause 10.2, a defect shall mean any non-conformity of the Supplies with the express terms of this Contract resulting from circumstances existing in the Supplies at the time of the transfer of risk to the Customer ("**Defects**").

10.2 The following shall not be Defects:

a) normal wear and tear, non-conformity resulting from excessive strain,

b) non-conformity resulting from faulty or negligent handling,

c) non-compliance with instructions or recommendations in operation or maintenance manuals and other documents,

d) installation, erection, modification, commissioning, or pre-commissioning, in each case not carried out by Siemens,

e) non-reproducible software errors,

f) defects which do not significantly impair the use of the respective Supplies.

10.3 The Customer shall notify Siemens in writing of any Defects without undue delay. Upon such written notification, Siemens shall, at its option, remedy a Defect by repair, replacement, or re-performance. Siemens shall be given a reasonable period of time and opportunity to remedy the Defect. For this purpose, the Customer shall grant Siemens working access to the non-conforming Supplies, shall undertake any necessary dis-assembly and re-assembly, and shall provide access to operation and maintenance data, all at no charge to Siemens. Upon Siemens' request, the Customer shall ensure that title to the replaced defective parts shall transfer to Siemens.

Insofar as a part has to be merely delivered, the Customer shall immediately inspect that part and shall notify Siemens in writing of any Defects without undue delay. Customer's claims for defects shall be excluded for any apparent defects, if the Customer has failed to do so.

10.4 Unless otherwise agreed, the defects liability period (warranty) for any part of the Supplies is 12 months. It starts at the date of transfer of risk.

For replaced or repaired parts of the Supplies, the defects liability period is 6 months from the date of replacement or repair, if the original defects liability period for the Supplies expires earlier. In any event, the defects liability period shall end no later than 24 months from the beginning of the original defects' liability period.

Siemens is not liable for any Defects unless notified in writing by the Customer to Siemens before the end of the defects' liability period.

10.5 Siemens does not warrant or guarantee that the Supplies will be secure from Cyberthreats and does not contain any vulnerability. If software is defective, Siemens shall only be obliged to provide the Customer with an updated version of the software in which the Defect has been remedied when such updated version is reasonably available from Siemens or, if Siemens is only licensee, from Siemens' licensor. If the software has been modified or individually developed by Siemens, Siemens shall in addition provide the Customer with a workaround or other interim corrective solution until the provision of an updated version of the

software, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer's business operations would be substantially impeded.

10.6 If Siemens carries out remedial work and it is ultimately not established that there was a Defect, the Customer shall pay Siemens for such remedial work including error diagnosis.

10.7 Any other liability of Siemens and any claims, rights and remedies of the Customer in case of Defects of the Supplies shall be excluded except as expressly stipulated in this Clause 10 and -provided Siemens has failed at least three times in remedying the Defect- in Clause 16.2. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

10.8 The Customer is responsible for the disassembling and delivery of the defective Supplies at Siemens' premises. That shall also be the place of delivery of the repaired or replaced Supplies by Siemens. Any costs related to the transportation between the site of the Main Contract and the place of delivery shall be borne by the Customer.

11. Intellectual Property Rights

11.1 If a third party asserts legitimate claims against the Customer that the Supplies infringe an IPR owned by such third party, then subject to the following provisions of this Clause 11, Siemens shall, at its option and expense, either:

a) obtain a right to use the relevant IPR in connection with the Supplies; or

b) modify the Supplies so as not to infringe the relevant IPR; or

c) replace the infringing part of the Supplies.

If, in the opinion of Siemens, none of the foregoing is reasonably possible, Siemens may take back the relevant part of the Supplies and reimburse the price for such part.

11.2 Siemens' obligations in Clause 11.1 are subject to the following conditions:

a) the Customer has immediately notified Siemens in writing of the third party's claim and furnished Siemens with a copy of each communication, notice or other action relating to the alleged infringement.

b) the Customer does not acknowledge an infringement and provides Siemens with the authority, information and assistance reasonably required by Siemens to defend or settle such claim; and

c) Siemens is given sole control of the defence (including the right to select counsel), and the sole right to settle such claim.

If the Customer ceases to use the Supplies or any relevant portion thereof, it shall notify the third party in writing that this cessation of use is not an admission of IPR infringement.

11.3 Any claims of the Customer shall be excluded if the Customer (including its agents, employees or contractors) is responsible for the IPR infringement. The Customer shall be deemed responsible for the claimed IPR infringement if, without limitation, it was caused by (i) specific demands of the Customer, (ii) use of the Supplies for a purpose or in a manner not foreseeable by Siemens, (iii) a modification of the Supplies by the Customer or (iv) use of the Supplies in connection with other equipment.

11.4 This Clause 11 sets forth Siemens' entire liability for infringement of third party IPRs. Any other claims, rights and remedies of the Customer shall be excluded.

12. Liability

12.1 Unless explicitly stipulated in this Contract, this Clause 12 shall exclusively govern the liability of Siemens for damages, costs and expenditures, regardless of the legal theory upon which it is based, including, but not limited to liability in Contract, in tort (including negligence), misrepresentation, indemnity, under warranty or otherwise.

12.2 Siemens shall be liable for bodily injuries and for intentional acts or omissions pursuant to the applicable law.

12.3 Siemens shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Customer's contracts with third parties, loss of hydrocarbons, loss of power, voltage irregularities, frequency fluctuations, cost of purchased or replacement power, or for any indirect or consequential damage.

12.4 Siemens' total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall not exceed 20% of the Contract Price per event and shall, under any circumstances, be limited in aggregate to 100% of the Contract Price.

12.5 Any limitations of liability set forth in this Contract shall also apply for the benefit of its Affiliates and Companies, subcontractors, employees, agents or any other person acting for Siemens.

12.6 The limitations of liability set forth in this Clause 12 or in any other Clause of the Contract shall not apply in the case of mandatory liability.

12.7 If the Customer is not or shall not be the sole end user and ultimate owner of the Supplies or is procuring them for the benefit of any kind of joint venture, the Customer shall include a clause in its contracts with the end user, ultimate owner or joint venture participants so that Siemens is given the benefit of the indemnities, exclusions and limitations of liability in the Contract by all such users, owners or participants (as if the user, owner or participant were the Customer) and shall

indemnify Siemens against claims by them to the extent that Siemens would not be liable therefor to the Customer under the Contract if the claim had been made by the Customer.

12.8 Any and all liability of Siemens under this Contract shall cease with the expiry of the defects' liability period of the Supplies.

12.9 Any rights and remedies of the Customer against Siemens that are not expressly stipulated in the Contract shall be excluded.

12.10 The Customer hereby holds Siemens harmless and indemnifies Siemens from all claims for pollution and environmental impairment caused by the Work whether based on any claim of negligence on the part of Siemens, or any other cause whatsoever.

12.11 To the extent the Supplies include supervision, Siemens is only obliged to provide correct and clear instructions and shall not be liable for the consequences of any non-compliance with those instructions.

13. Assignment and Sub-contracting

13.1 The Customer may not assign this Contract or any part thereof without Siemens' prior written approval.

13.2 Siemens may transfer, assign or renew the Contract or any part of it to an affiliated company ("**Affiliate**"), being any legal entity ("**Company**"), which directly or indirectly is controlled by Siemens, controls Siemens or is controlled by a Company which directly or indirectly controls Siemens.

13.3 Siemens shall further be entitled to assign the whole Contract or a part of it to any third party, in the event of a sale or other transfer of the business or a part of the business of Siemens to a third party.

13.4 SIEMENS may voluntarily assign, in whole or in part, to third parties, any credit it shall be entitled to receive from the Customer, under the terms of the Contract.

14. Confidentiality. Data Protection

14.1 The parties shall use any documents, know-how, data or other information provided by the other party ("**Information**") exclusively for the purpose of this Contract and keep the same confidential subject to the following. The parties may disclose Information to employees of the receiving party and to third parties who reasonably need to know such Information for the purpose of the Contract provided such employees and third parties are bound by equivalent confidentiality obligations. The party disclosing Information shall be held liable for a breach of such obligations by its employees or a third party.

14.2 This confidentiality obligation shall not apply to Information which

a) is or becomes part of the public domain other than by fault of the receiving party;

b) is disclosed to the receiving party in good faith by a third party who is entitled to make such disclosure;

c) is developed independently by the receiving party without reliance on Information;

d) was known to the receiving party prior to its disclosure by the other party; or

e) is required to be disclosed by law (subject to the receiving party's obligation to notify the disclosing party in a timely manner of such requirement).

14.3 This confidentiality obligation shall survive the expiration or termination of this Contract for 5 years.

14.4 Siemens and the Customer shall comply with the statutory provisions relating to protection of personal data. The Customer is obliged to create the prerequisites required by law (e.g., to obtain declaration of consents) to enable Siemens to perform the Supplies without any breach of law. The Customer is advised to take appropriate measures – as far as possible – to prevent access of Siemens to personal data or trade secrets of the Customer while providing the Supplies. In the event that it cannot be prevented that Siemens is granted access to personal data of the Customer, the Customer is obliged to inform Siemens in due time before the Supplies are performed. The Customer and Siemens shall then agree on the actions to be taken.

15. Suspension

15.1 Siemens may suspend performance of its obligations under the Contract if (i) the Customer is in delay with any payment or in providing any payment security required under this Contract for more than 30 days, (ii) the Customer fails to perform those of its obligations necessary for Siemens to provide the Supplies, or (iii) the Customer otherwise materially breaches the Contract.

15.2 If Siemens suspends the Contract in accordance with Clause 15.1 or in the event the Customer suspends the Contract without the express written agreement with Siemens, the Customer shall become immediately liable to pay Siemens for all parts of the Supplies already provided. The Customer shall further reimburse Siemens all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension, which shall be, at least, equivalent to the suspension period.

15.3 Siemens is entitled to suspend the execution of the Contract in case of repeated and/or unjustified breach by the Costumer of the Contract or any other contracts celebrated between the Parties.

16. Termination

16.1 Save as provided under Clause 6.4, the Customer may terminate the Contract only in the circumstances set out below and in each case upon 14 days written notice to Siemens:

a) in the event of delay, if the maximum liquidated damages under Clause 4.3 are payable, a reasonable additional period of time for provision of the Supplies has been granted to Siemens and

has expired, and within that time Siemens has not provided a commitment to pay further liquidated damages exceeding the before-mentioned maximum liquidated damages in respect of the continuing period of delay; or

b) in the event Siemens has materially breached the Contract and has not remedied the breach within a reasonable period after receiving written notification of the breach from the Customer.

16.2 Any termination by the Customer shall not affect those parts of the Supplies already delivered or performed in accordance with the Contract prior to termination. In the event of termination of the Contract in accordance with Clause 16.1, the Customer shall remain liable to pay Siemens for all parts of the Supplies already provided prior to termination. The Customer shall be entitled to compensation for the reasonable costs incurred in excess of the Contract Price if it has had the Supplies completed by a third party. For the avoidance of doubt, Clause 12 shall apply in case of termination. The right to rescind the Contract (right to terminate the Contract and return the parties to the positions they would have occupied had there been no Contract) is excluded.

16.3 Notwithstanding any other rights it may have under this Contract, Siemens may terminate the Contract:

a) if the Customer comes under the direct or indirect control of any competitor of Siemens; or

b) if the Customer materially breached the Contract and has not remedied the breach within a reasonable period after a notification by Siemens or is in delay in making any payment or in providing any payment security required under this Contract for more than 60 days; or

c) if the Contract has been suspended for more than 60 days.

16.4 Siemens is entitled to terminate the execution of the Contract in case of repeated and/or unjustified breach by the Costumer of the Contract or any other contracts celebrated between the Parties.

16.5 In the event of termination by Siemens, Siemens shall be entitled to recover from the Customer (i) the Contract Price less any saved or avoided expenditure and (ii) any additional cost and expenses incurred by Siemens due to such termination.

17. Dispute Resolution, Applicable Law

17.1 The Contract and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive laws of Portugal excluding the choice of law rules. The UN Convention on Contracts for the International Sale of Goods shall not apply.

17.2 If a dispute arises out of or in connection with this Contract, the responsible representatives of the parties shall attempt, in fair dealing and good faith, to settle such dispute. Upon request of a party, a senior management representative of each party shall participate in the negotiations. Each party shall be entitled to terminate these attempts by written notification to the other party(-ies) at any time.

17.3 Nothing in this Clause shall limit the right of the parties to seek relief intended to preserve the *statu quo* or interim measures in any court of competent jurisdiction or from an emergency arbitrator or arbitral tribunal.

17.4 The parties shall attempt to agree on a procedure for alternative dispute resolution ("**ADR**") and the applicable procedural rules (including time limits) within 14 calendar days after a termination notice under Clause 17.2 has been received by the other side. If the parties fail to agree on such procedure each party shall be entitled to refer the dispute to the courts and tribunals or arbitration, as applicable.

17.5 All disputes arising out of or in connection with the Contract which are not resolved pursuant to the previous numbers including any question regarding the termination or any subsequent amendment of the Contract shall be finally settled by the courts and tribunals of the city of Amadora, Portugal.

17.6 The language to be used in the proceedings shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

17.7 Nevertheless, the above, for disputes arising in connection with the Contract, including any question of its termination or any subsequent modification arising in Russia, China, United Arab Emirates, Saudi Arabia, Iran, Venezuela or Libya, shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC**"). If the value of the total matter in dispute, including the value of any counterclaims, is €1 million or above, the expedited procedure provisions of the Rules shall not apply, and the arbitral tribunal shall consist of three arbitrators. If the tribunal consists of three arbitrators, each party shall nominate one arbitrator for confirmation by the ICC. Both arbitrators shall agree on the third arbitrator, within 30 days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty-day period, the ICC shall select and appoint the third arbitrator.

17.8 The seat of arbitration shall be Lisbon, Portugal. The language to be used in the ADR procedure and the arbitration proceeding shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

17.9 Consolidation of arbitrations pending under the Rules of Arbitration of the ICC into a single arbitration shall only be possible if all parties have agreed to consolidation.

17.10 Upon request of a party, the arbitral tribunal shall order any claiming or counterclaiming party to provide security for the legal and other costs of any other party related to that claim or counterclaim, by way of bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate.

SIEMENS

18. Export Regulations

18.1 Siemens shall not be obliged to fulfill this agreement if such fulfillment is affected/ prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions, including, but not limited to, embargoes or other sanctions imposed by the United Nations, the European Union or the United States of America which, upon sole discretion of Siemens, may expose Siemens or any of its Affiliates to sanctions, penalties or other actions of governmental authorities detrimental to Siemens or any of its Affiliates.

18.2 The Customer shall comply with all applicable sanctions, embargoes and (re-) export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

18.3 Prior to any transaction by the Customer, concerning the Supplies (including hardware, software, technology and corresponding documentation, as well as maintenance services and technical support) delivered by Siemens, with a third party, the Customer shall check and certify by appropriate measures that:

- the Customer's use, transfer or distribution of such Supplies, the brokering of contracts or the provision of other economic resources in connection with Goods or Services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion);
- the Supplies are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g., armaments, nuclear technology, weapons, or any other usage in the field of defense and military);
- the Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Supplies against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and
- Supplies within the scope of items-related restrictions, as specified in the respective annexes to the Export Regulations, will not, unless permitted by the Export Regulations, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Supplies to Russia or Belarus.

18.4 Upon request by Siemens, the Customer shall promptly provide Siemens with all information pertaining to the particular final customer, the particular destination and the particular intended use of Supplies. The Customer will notify Siemens prior to disclosing any information to Siemens that is defense-related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens.

18.5 The Customer shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by the Customer, and the Customer shall compensate Siemens for all losses and expenses resulting therefrom, unless such non-compliance was not caused by the fault of the Customer. This provision does not imply a change in the statutory burden of proof.

19. Re-Export Prohibition

19.1 The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any deliveries supplied by Supplier under or in connection with the Contract.

19.2 The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

19.3 The Purchaser shall apply adequate monitoring to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 1.

19.4 Any violation of paragraph 1, 2 or 3 constitutes a Substantial Breach of Contract, and the Supplier is entitled to seek appropriate remedies by escalating the dispute to the appropriate resolution level of the affected organization.

19.5 The Purchaser shall immediately inform the Supplier about any problems in applying paragraphs 1, 2 or 3 including any relevant activities by third parties that could frustrate the purpose of paragraph 1.

19.6 This shall not apply to Contracts involving a Purchaser located in a Member State of the European Union as well as a Purchaser in a partner country of the European Union.

20. Miscellaneous

20.1 Siemens shall not be obliged to fulfill this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Siemens shall further not be obliged to fulfill this Contract if Siemens or any of its Affiliates would be exposed to, or adversely affected by, detrimental measures, penalties, loss of privileges or any other acts or omissions of government, governmental or other public authorities including any entities acting on their behalf (or threats thereof), or any subcontractor or sub-supplier rejects delivery due to the same reasons.

20.2 If any provision of this Contract is prohibited or declared invalid or unenforceable by any court or tribunal of competent jurisdiction, this shall not affect the validity or enforceability of any other provision. The parties shall use their reasonable efforts to substitute such provision by a legal, valid or enforceable one with the same or a similar result.

20.3 Any amendments, changes or additions to this Contract must be made in writing in the form of a written agreement signed by authorised representatives of both parties.

20.4 No delay or omission by either party in exercising any right, power or remedy provided by law or under this

Contract shall affect, impair or operate as a waiver of such right, power or remedy.

20.5 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

20.6 This Contract is drawn up in the English language. If this Contract is translated into another language, the English language text shall in any event prevail.