

1. General Provisions

- 1.1. All clauses in these General Purchasing Conditions that refer to written form, such as "in writing," "in written form," or similar expressions, shall be interpreted to include fulfillment through electronic signature using software solutions for electronic signatures.
Our orders are only binding when Siemens places them through the Siemens Ordering Tool in text form (form of transmission that enables proof by text). In defined exceptions, Siemens may issue orders in writing. Siemens confirms oral and telephone agreements in writing or through the Siemens Ordering Tool. Changes, additions, specifications, etc. may also be made in writing.
- 1.2. These conditions govern all deliveries and services (hereinafter "Services") of the Supplier, unless Siemens and Supplier agree otherwise in writing in individual cases. Supplier's conditions are only valid for Siemens if and to the extent that Siemens has expressly agreed to them in writing.
- 1.3. Where Siemens conducts business with a Supplier predominantly through EDI procedures, the parties must agree on the applicable conditions in writing in advance. Both the business partners and the relevant business transactions must be specified.
- 1.4. For purposes of these conditions, third parties also include Subsidiaries, Affiliates, and Group Companies of the Supplier.

2. Services to be Provided by the Supplier

Personnel Deployment

- 2.1. The Supplier shall render the Services principally personally and with great care and shall protect Siemens' interests in good faith. The transfer of orders to third parties or the award of subcontracts is inadmissible without Siemens' consent and entitles Siemens to withdraw from the contract as a whole or in part and to demand damages.
Supplier shall list separately the names and functions of the involved employees of the Supplier. Supplier will replace these only upon written consent by Siemens.
The Supplier undertakes the necessary registrations for itself and its employees with the social insurance authorities as an independent contractor. Siemens owes no social benefits or other compensation benefits for the Supplier or its employees, particularly in case of accident, illness, invalidity, or death.
- 2.2. Supplier ensures to employ only workers for the provision of contractual Services who are not listed in the relevant sanctions lists. This applies particularly to the "Consolidated Financial Sanctions List" (CSFL) of the European Union, the lists issued by the U.S. Department of Commerce (Bureau of Industry and Security B.I.S.) and by the U.S. Department of Treasury (Office of Foreign Assets Controls OFAC).
- 2.3. Supplier is free in the scheduling of working hours. Supplier will render the contractual Services only on Siemens' premises to the extent this is absolutely necessary for the proper performance of the Services.
- 2.4. Supplier releases Siemens from all potential claims arising from a breach of the aforementioned obligations by the Supplier or by third parties. Further rights of Siemens remain unaffected, particularly the right to extraordinary termination upon breach of the aforementioned obligations.

Software-related Services

- 2.5. For software-related Services, Supplier will, upon Siemens' request, support Siemens with the installation of the created/converted software and will maintain the software. To the extent such support and maintenance services are not covered by the contract, Siemens and Supplier will agree on appropriate compensation.

Other Services

- 2.6. Supplier will create or modify the hardware products, programs, program specifications, or studies described in the contract or convert programs, and transfer these including all associated documentation and in the case of programs the source and object codes (hereinafter collectively referred to as "Contract Subject Matter") to Siemens.

3. Cooperation between the Contracting Parties

- 3.1. Siemens will transmit to Supplier the information required from Siemens' perspective for the work on the Contract Subject Matter.

If Supplier considers the information to be insufficient, Supplier will notify Siemens of this fact immediately in writing.

- 3.2. Supplier will, upon request, report to Siemens in writing at any time to a reasonable extent regarding the respective status of the work on the Contract Subject Matter,
 - inform about the computing time used,
 - grant access to Supplier's records regarding the work on the Contract Subject Matter,
 - enable an exchange of opinions with Supplier's personnel working on the Contract Subject Matter at a location to be agreed upon in each case.
- 3.3. In Supplier's work on the Contract Subject Matter, Supplier will apply the latest state of science and technology to achieve the best possible result. Supplier will thereby apply or use the methods/processes and tools coordinated with Siemens or comparable development methods and tools. Within the scope of the contract, Supplier will observe Siemens' specifications. However, Siemens is not entitled to give instructions directly to Supplier's employees.
- 3.4. Each party shall designate to the other a competent employee who can provide the information required for the performance of this contract and can either make decisions or arrange for decisions to be made.

4. Change Request; Additional Expenditures

- 4.1. Siemens is entitled to modify the requirements for the contractual services as well as other contractual conditions according to the following Change Request process.
- 4.2. Siemens communicates to Supplier requests for modification and/or amendment of the contract in writing or by e-mail ("Change Request").
- 4.3. Supplier informs Siemens no later than seven business days after receipt of the Change Request in writing or by e-mail whether and how the Change Request affects the respectively agreed schedule, the remuneration and/or other contractual conditions, and submits to Siemens an offer for the implementation of the Change Request. If the implementation of the Change Request leads to changes in remuneration or schedule, these shall be determined on the basis of the original calculation basis.
- 4.4. If Siemens accepts the offer in writing or by e-mail, the Change Request becomes part of the contract and modifies and/or supplements the contract, e.g., with regard to the services to be provided, the schedule and the remuneration.

5. Rights to the Contract Subject Matter, Open Source Software

- 5.1. The results (including all results generated through the use of artificial intelligence) of the work on the Contract Subject Matter (hereinafter called "Results") become property of Siemens upon their creation, specifically in their respective state of processing. Supplier will safekeep the Results for Siemens until their handover. Siemens has the exclusive and transferable right to use, modify and, also in a form processed by Siemens, to publish or exploit the Results at its discretion. The granted usage rights also include the use of the services, including all Results arising therefrom, for the purpose of training artificial intelligence.
- 5.2. If the Results contain protectable inventions or ideas, Siemens is entitled to file intellectual property rights thereon at its free discretion and in its name – naming the inventor in accordance with the respectively applicable statutory provisions – in any countries, to maintain such rights or also to abandon them at any time. The intellectual property rights arising from such filings belong to Siemens.
- 5.3. Supplier undertakes to ensure that inventions or ideas arising within the scope of the work on the Contract Subject Matter are transferred to Siemens without costs for Siemens.
- 5.4. Should employees of Supplier and of Siemens jointly make inventions, Section 5.2 applies correspondingly to the invention share attributable to Supplier.
- 5.5. Supplier will ensure in contracts with its employees that the rights according to Sections 5.1 to 5.4 are exclusively and temporally unlimited available to Siemens and are also not affected by the termination of the contracts between Supplier and its employees. Supplier will impose on other third parties involved in the performance of the contract an obligation corresponding to Sentence 1. Siemens is entitled to demand proof thereof.

- 5.6. Supplier, its employees and other persons engaged by Supplier are prohibited from placing personal copyright notices on the Contract Subject Matter created in connection with this contract.
- 5.7. Supplier is not entitled, without prior written consent of Siemens, to integrate software programs or program modules from third parties (including Open Source Software as defined below) into the Contract Subject Matter. The term "Open Source Software" means any software that is licensed free of license fees (i.e., the demand for license payments for the exercise of license rights is prohibited, while the assumption of costs incurred by the licensor is permitted) and is subject to a license or other contractual arrangement ("open license terms") which, as a condition for the processing and/or distribution of such software and/or any other software connected with, derived from or distributed together with such software ("derivative software"), contains at least one of the following requirements:
- that the source code of such software and/or any derivative software is made freely accessible to third parties; and/or
 - that third parties are permitted to create derivative products from such software and/or any derivative software.
- Open license terms include, among others and only by way of example, the following licenses or distribution models: The GNU General Public License (GPL) and the GNU Lesser General Public License (LGPL).
- Supplier must deliver the following to Siemens before order confirmation:
- Source code of the Open Source Software used,
 - List of all Open Source files used with an indication of the respectively applicable license as well as a copy of the complete license text,
 - Written declaration that through the intended use of Open Source Software neither Supplier's services nor our products are subject to a "Copyleft Effect," whereby "Copyleft Effect" within the meaning of this provision means that the Open Source license terms require that certain services of Supplier as well as works derived therefrom may only be redistributed under the conditions of the Open Source license terms, e.g., under disclosure of the source code.
- If Supplier violates the provisions contained in this Section 5.7, Supplier will, notwithstanding contrary provisions, indemnify Siemens, its Affiliated Companies, distribution partners and customers as well as the distribution partners and customers of Siemens' Affiliated Companies from any claims, damages, losses and costs caused by such breach of contract.
- 6. Quality Assurance**
- Supplier is obligated to maintain a Q-System in its company that meets the requirements of DIN EN ISO 9001. Siemens has the right to conduct Q-Audits at Supplier according to DIN ISO 1001 1-1.
- 7. Acceptance of Work Contract Services / Defect Liability**
- 7.1. Supplier guarantees that all deliveries including their packaging are free from substances that are listed in the LoDS ("List of Declarable Substances"). Should such substances, batteries or accumulators be contained in the delivered products, Supplier must inform Siemens immediately. The current LoDS is available at <http://www.siemens.com/lods>. Supplier must declare such substances in the internet database BOMcheck (<http://www.BOMcheck.net>) or through an appropriate format specified by Siemens at the latest at the time of the first delivery of the products.
- 7.2. Any products that contain substances subject to declaration, batteries or accumulators may only be shipped after prior written approval from Siemens, otherwise such products shall be deemed defective. Furthermore, Supplier guarantees that the delivered products do not exhibit radioactive contaminations that exceed one tenth of the respectively valid concentration clearance limits of the Basic Safety Standards of the International Atomic Energy Agency (IAEA).
- 7.3. After the Results have been properly handed over to Siemens, Siemens conducts the acceptance. If defects are identified in this process, Siemens is entitled to refuse acceptance. Siemens will inform Supplier in writing and Supplier must remedy the defects immediately and free of charge and provide correspondingly corrected Results for acceptance again. Siemens will then conduct acceptance again. The further statutory defect claims remain unaffected hereby.
- 7.4. Supplier will announce the provision of the Results for acceptance in writing at least one week in advance. If Siemens does not accept the Results after their provision for a reason other than a defect, the Results shall be deemed accepted two months after the timely written announcement of provision for acceptance.
- 7.5. Defect claims become time-barred two years after acceptance of the Results. Supplier will accept all defect notifications as timely raised irrespective of any statutory notification periods, which are hereby waived.
- 7.6. Should defects of the Results be attributable to circumstances for which Siemens is responsible, Supplier will remedy them at the request of Siemens at reasonable prices and conditions to be agreed upon in each case.
- 7.7. Supplier guarantees that the Contract Subject Matter as well as Results do not infringe rights of third parties. Contractor ensures in particular that no software programs or program parts originating from third parties are incorporated into software that may need to be created for Siemens. If Supplier violates this obligation, it shall be liable - also after termination of this contract - for all damages arising therefrom to Siemens.
- 8. Compensation**
- 8.1. The compensation agreed in the contract covers all services to be rendered by Supplier.
- 8.2. If compensation based on time expenditure is agreed in the contract, Supplier must provide proof of service on the basis of recording documents that Supplier must coordinate with Siemens in advance in each case.
- 8.3. Insofar as travel costs are separately compensated under the contract, Supplier will coordinate the details of travels in advance with Siemens in each case, i.e. dates or the use of a car instead of train (2nd class) or airplane (economy). Supplier will submit invoices to Siemens for the respective payments due, in which the travel costs / accommodation costs and the value added tax are separately itemized in each case. Travel times are not compensated.
- 8.4. Unless otherwise agreed, payments are made within 90 days net.
- 8.5. The payment period begins as soon as acceptance has been successfully conducted and the properly issued invoice has been received.
- 8.6. Payments do not constitute acknowledgment of the Contract Subject Matter as being in accordance with the contract.
- 8.7. Default in payment by Siemens requires an invoice from Supplier as well as the expiry of a grace period that has been set.
- 9. Hindrance of Supplier, Increase of Compensation**
- 9.1. If Supplier believes itself hindered in the performance of the Contract by circumstances of any kind, Supplier will notify Siemens thereof immediately. If the hindering circumstances are not attributable to Supplier, the parties will agree on an appropriate postponement of the agreed dates. If the immediate written notification is omitted, Supplier cannot claim an increase of the compensation.
- 9.2. If Supplier believes that specifications by Siemens according to Section 3.3 or other circumstances attributable to Siemens lead to increased work effort, Supplier will notify Siemens thereof immediately in writing. The parties will then agree on an appropriate increase of the compensation. If the immediate written notification is omitted, Supplier cannot claim an increase of the compensation.
- 10. Delay**
- 10.1. For the timeliness of the services, the agreed delivery date or, insofar as services are subject to acceptance, the successful and complete acceptance of the services is decisive.
- 10.2. If Supplier falls into delay, Siemens is entitled to demand liquidated damages of 0.3% (zero point three percent) of the Contract Sum for each commenced working day, but at most 5% (five percent) of the Contract Sum.
- 10.3. The above provisions regarding delay do not release from the delivery and service obligation. Further claims and rights remain unaffected.

11. Awarding of Subcontracts, Confidentiality, Data Protection

- 11.1. Only after prior written consent by Siemens will Supplier transfer the contractual services to freelancers or other third parties, otherwise Supplier will perform them with its own employees. Even in case of consent, Supplier remains fully responsible for the fulfillment of the Contract. Insofar as Supplier itself or through subcontractors uses workers posted to Switzerland, Supplier is obligated to observe the provisions of the Federal Act on Posted Workers to Switzerland of October 8, 1999 and to expressly point out this obligation to its subcontractors (Art. 5 Posted Workers Act).
- 11.2. Supplier will neither make accessible to third parties nor disclose information obtained from us as well as the existing business relationship. Insofar as we have consented to a forwarding of orders to third parties, these must be correspondingly obligated in writing.
- 11.3. An exchange of opinions between Supplier and customers of Siemens concerning the Contract Subject Matter requires prior written consent from Siemens in each individual case.
- 11.4. Supplier and Siemens will comply with the applicable data protection laws for the protection of personal data with respect to their respective obligations under this Contract. Insofar as Supplier acts as data processor for Siemens regarding the personal data made available by Siemens, the provisions of the data processing agreement retrievable under the [link](#) including the technical and organizational measures described therein and the order-specific annexes to be supplemented for the individual case apply as contract component with priority in this regard.
- 11.5. Supplier will impose on those employees of its operation who are involved in the performance of the Contract and on third parties involved in the performance of the Contract an obligation corresponding to Sections 11.2 to 11.4.

12. Return of Documents

Supplier will return all documents and other aids that Supplier has received or created in connection with the Contract including copies, at the latest immediately after acceptance or, insofar as Supplier needs them for the fulfillment of any defect claims, immediately after the end of the limitation period for the defect claims.

13. Special Termination Right

If Supplier ceases its payments, a provisional insolvency administrator is appointed or insolvency proceedings over Supplier's assets are opened, Siemens is entitled to withdraw from the Contract wholly or partially. In case of withdrawal, Siemens can use existing facilities or deliveries and services of Supplier performed so far for the continuation of the work against appropriate compensation.

Siemens is furthermore entitled to terminate the Contract without observing a notice period or to withdraw at any time if Siemens considers the development or adaptation of the Contract Subject Matter no longer achievable or achievable only with disproportionate additional effort, or if Siemens wants to renounce further pursuit of the Contract for other reasons. In case of premature termination (revocation) of this Contract, Siemens will compensate Supplier for the costs demonstrably and in good faith incurred until contract termination and directly connected with the fulfillment of this Contract. Supplier is not entitled to performance or damages claims beyond this due to the termination.

14. Disclosure of Business Relationship and Data and Information

Supplier agrees that all data and information required for or resulting from the business relationship, in particular contractual documents and records as well as all data and information required for the performance of contractual obligations, of and about Supplier and its auxiliary persons may also be stored outside Switzerland. All such data and information may furthermore be disclosed and revealed for corresponding processing to both Siemens AG and its group-related affiliated companies, particularly for service fulfillment, compliance with legal requirements or for Siemens-internal audit and/or supervisory purposes; always in compliance with all respectively applicable data protection laws.

15. Code of Conduct for Suppliers, Supply Chain Security, Antitrust Protection Law

- 15.1. Supplier is obligated to comply with the laws of the respectively applicable legal system(s). In particular, Supplier will not participate actively or passively, directly or indirectly in any form of bribery, violation of fundamental rights or child labor. Supplier will furthermore assume responsibility for the health and safety of its employees at the workplace and comply with the applicable provisions on minimum wage. In compliance with applicable environmental protection laws, Supplier will furthermore take appropriate measures to avoid the use of so-called Conflict Minerals and establish transparency regarding the origin of the corresponding raw materials. Supplier is obligated to reduce the emission of greenhouse gases (in particular CO₂) and protect the natural foundations of life such as soil, water and air. Supplier is obligated to establish a complaint mechanism to be able to report possible violations against this Code of Conduct, and Supplier will promote and demand compliance with this Code of Conduct among its suppliers to the best of its ability.
 - 15.2. Supplier commits to support our efforts for security in the supply chain, in particular for achieving and maintaining the status of an Authorized Economic Operator (AEO) within the meaning of the WCO SAFE Framework of Standards, to the best of its ability. Upon our request, Supplier will immediately sign and transmit to us a written security declaration provided by us, which depending on the seat of the contractor corresponds either to the requirements of the European Commission according to the respectively current AEO guidelines or to the requirements of a comparable initiative for supply chain security according to WCO SAFE Framework of Standards (e.g. C-TPAT), unless Supplier itself possesses the status of an AEO or a status comparable thereto on the basis of the WCO SAFE Framework of Standards and demonstrates this by submission of a corresponding authorization or corresponding certificate.
 - 15.3. If Supplier culpably violates the obligations from Section 15, we are entitled, without prejudice to further claims, to withdraw from the Contract or to terminate the Contract. Insofar as the elimination of the breach of duty is possible, this right may only be exercised after fruitless expiry of an appropriate period for elimination of the breach of duty.
 - 15.4. If Supplier violates applicable antitrust law in connection with deliveries or services to us through formation of a cartel or a comparable anti-competitive action, Supplier must pay us lump-sum damages in the amount of 15% (fifteen percent) of the total compensation for the affected deliveries and services in the relevant period.
 - 15.5. Both parties remain free, notwithstanding Section 15.4, to provide proof that our actual damage is higher or lower. Further contractual or statutory claims and rights of ours remain unaffected.
- ## 16. Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety
- 16.1. Should the deliveries and services contain products – including their packaging and software – which are subject to statutory and other legal requirements with regard to their placing on the market and further marketing in the European Economic Area, then Supplier ensures that the products comply with these requirements at the time of transfer of risk and that all relevant statutory obligations of Supplier as (economic) operator are fulfilled. The same applies to corresponding requirements and obligations in other countries which were communicated to Supplier by Customer prior to conclusion of the contract. Upon request, Supplier must immediately provide Customer with all documents and information that may be necessary to demonstrate or maintain the conformity of the products with the respective requirements, or that are required for product registrations, inquiries or audits.
 - 16.2. Supplier must provide the current information in accordance with the "List of Declarable Substances" published in the [BOMcheck](#) internet database. Where applicable, Supplier must confirm that the delivered products do not contain any of the substances listed therein. The declaration shall preferably be made in BOMcheck. Supplier must indicate whether substances contained in the delivered products:
 - 16.2.1. are listed at the time of delivery in the current "List of Declarable Substances" of [BOMcheck](#) or another list communicated in timely manner by Customer and

- 16.2.2. are subject to statutory substance restrictions and/or information obligations which are applicable at: (i) Supplier's registered seat, (ii) Customer's registered seat or (iii) at the destination designated by Customer.
- This information must be provided as early as possible, but at the latest upon delivery of the product.
- 16.3. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between the Supplier and the Customer, but in no case later than with the order confirmation. The requirements concerning dangerous goods remain unaffected.
- 16.4. The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It shall ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.
- ## 17. Cybersecurity
- 17.1. The Supplier shall have appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier's operations and its deliveries and services. These measures shall be in line with industry best practices and include an appropriate information security management system in accordance with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 17.2. "Supplier's Operations" means all assets, processes and systems (including information systems), data (including our data), personnel and locations that are used or processed from time to time for the performance of this contract.
- 17.3. Should deliveries or services include software, firmware, chipsets, integrated circuits or generic functional blocks ("Digital Products"):
- 17.3.1. Supplier will comply with secure and reliable, state-of-the-art development methods including secure coding standards (such as OWASP standards, NIST Secure Software Development Framework SP800-218 or similar), equivalence testing, code reviews as well as threat and risk analyses.
- 17.3.2. Supplier will ensure that Digital Products are designed, developed and manufactured to provide an appropriate level of cybersecurity based on risks, including minimizing negative impacts on the availability of other products, connected devices or services. Furthermore, Supplier will ensure that Digital Products are delivered with a secure default configuration (including secure data transmission, the ability to reset to original state with secure and permanent removal of all data and settings).
- 17.3.3. Supplier will ensure that Digital Products provide security-relevant information by recording and monitoring relevant internal activities, including access to or modification of data, services or functions, with the option to disable this function.
- 17.3.4. Supplier will implement and maintain appropriate standards, processes and methods throughout the entire lifetime of a Digital Product (including, but not limited to planning, development, manufacturing, delivery and maintenance) to prevent, identify, assess and remediate any vulnerabilities, malicious code and security-relevant events in the Digital Product. These measures must be consistent with industry-standard standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 17.3.5. Supplier will continue to offer us support and services for repair, update, upgrade and other maintenance services of the Digital Products during the expected useful life of the Digital Products, including the provision of patches to remediate vulnerabilities and other cybersecurity risks.
- 17.3.6. Supplier will provide us with a software bill of materials in a common and machine-readable format (e.g. CycloneDX Version \geq 1.4 or equivalent) to the following address: sbom.cys@siemens.com, as well as a bill of materials, whereby both bills of materials identify the contained Digital Products including all third-party Digital Products. The Digital Products must contain all necessary security updates at the time of delivery to us.
- 17.3.7. We are entitled, but not obligated, to test the deliveries ourselves or through third parties for malicious code and vulnerabilities at any time, whereby Supplier will support us in an appropriate manner.
- 17.3.8. Supplier will immediately provide us upon our request with all documents and information required to demonstrate the conformity of the Digital Products as components of our products with statutory requirements.
- 17.3.9. For integrity reasons, Supplier will ensure that all software-related components delivered to us are digitally signed. Should Supplier not provide a signed version and not remedy this defect within a reasonable period set by us, we are entitled to digitally sign these components ourselves independently from Supplier. Any warranty rights of ours remain unaffected by this provision.
- 17.4. Supplier provides us with a contact for all cybersecurity-related matters (available during business hours).
- 17.5. Supplier will immediately inform us as well as the Siemens Cybersecurity contact points listed below in a structured and machine-readable format about all relevant cyber threats, occurred or suspected security incidents as well as discovered and/or actively exploited security vulnerabilities in Supplier's operations or its services and products, provided and to the extent we are actually or likely materially affected thereby:
- 17.5.1. for cyber threats and security-related incidents: cert@siemens.com
- 17.5.2. for security vulnerabilities: svm.ct@siemens.com
- The notification must contain all information reasonably required to assess the impacts and to enable us to fulfill our statutory obligations.
- The notification must occur before any public disclosure of remediated vulnerabilities, whereby we must be granted adequate time to implement security updates or remedial measures.
- 17.6. Supplier will take appropriate measures to impose obligations on its subcontractors and suppliers within a reasonable time that correspond to the obligations in this clause.
- 17.7. Upon our request, Supplier will confirm its compliance with the provisions of this clause through written evidence, including generally accepted audit reports (for example SSAE-18 SOC2 Type II).
- ## 18. Provisions on export control and foreign trade data
- 18.1. The Supplier shall comply with all applicable export and import restrictions, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all deliveries and services to be provided according to this contract. The Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.
- Supplier specifically warrants and guarantees that none of its products to be delivered under the Contract contain prohibited products that are covered by the foreign trade law applicable to us (including – but not limited to – Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, as well as the "U.S. Export Administration Regulations" (15 C.F.R. Sections 730 – 774) and such import regulations that are enforced by the U.S. Customs and Border Protection).
- 18.2. Supplier shall provide Siemens as early as possible, but no later than two weeks prior to the delivery date, with all information and data in text form that Siemens requires for compliance with foreign trade law during export and import as well as in case of resale during re-export, in particular for each individual Contract Product:
- including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN)
 - all applicable export list numbers
 - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
 - the country of origin (non-preferential origin); and - upon request of Siemens - documents to prove the non-preferential origin; and
 - the preferential country of origin, and, upon request of Siemens, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g., supplier's declaration).
- 18.3. In the event of changes to the origin or characteristics of the goods or services or the applicable foreign trade law, the Supplier shall update the Export Control and Foreign Trade Data as soon as possible, but no later than 2 weeks before the delivery date, and

notify Siemens in text form. The Supplier shall bear all expenses and damages incurred by Siemens due to the absence or inaccuracy of export control and foreign trade data.

19. Reservation clause

We shall not be obligated to fulfill this agreement 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.

20. Assignment of Claims

Assignments of claims are permissible only with Siemens' prior written consent.

21. Side agreements

Side agreements require written form. This form requirement may only be waived in writing.

22. Applicable law

The present contractual relationship shall be governed by Swiss substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("the Vienna Law on the International Sale of Goods") shall be excluded.

23. Jurisdiction

Place of jurisdiction shall be Zurich. We reserve ourselves, however, the right to sue supplier at its seat.