

SIEMENS STANDARD TERMS AND CONDITIONS

Third-Party Products Addendum

The terms and conditions of this Addendum are applicable only to third-party products for reducing contaminants in buildings which are identified in the Siemens' proposal (hereinafter, "Third-Party Products"). With regard to these Third-Party Products, the terms and conditions of this Addendum modify the Standard Terms and Conditions as follows:

1. Section titled "Warranties" is stricken in its entirety and replaced by the following:

Warranties.

- (a) *Manufacturer's Warranty.* The Buyer acknowledges and agrees that the sole and exclusive warranty for the Third-Party Products is the warranty provided by the manufacturer of these Products. The Buyer shall follow the manufacturer's instructions with regard to submitting warranty claims and obtaining warranty service.
 - (b) *No Siemens Warranty.* SIEMENS PROVIDES THIRD-PARTY PRODUCTS "AS IS". SIEMENS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THESE PRODUCTS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OR TRADE.
2. Section titled "Indemnity" is modified by adding at the end of the first paragraph: "Siemens' obligations under this Section shall not apply to claims arising out of or relating to Third-Party Products unless Siemens installed such Products and the claims arise solely out of installation of such Products.
 3. Section titled "Patent and Copyright Infringement" is modified by adding at the end of the first paragraph: "Siemens' obligations under this Section shall not apply to claims of infringement of intellectual property arising out of or relating to Third-Party Products."