

1. **DEFINITIONS.** The term "Terms and Conditions" means these Terms and Conditions for the Purchase of Goods and Services. The term "Order" means any written purchase order, release, contract or agreement which attaches, incorporates, or otherwise references these Terms and Conditions. The term "Contract" means these Terms and Conditions, together with any Order. The term "Siemens" means Siemens Industry, Inc., or its subsidiary(ies) or affiliate(s) executing the Order. The term "Seller" means any individual, corporation or other entity who is to supply Goods and Services purchased by Siemens pursuant to this Contract. The term "Goods and Services" means the items described on an Order and purchased by Siemens under this Contract.

2. **OFFER/ACCEPTANCE.** Commencement of performance of an Order shall constitute acceptance of this Contract by Seller, provided that Siemens may unilaterally cancel an Order without cost at any time prior to having received Seller's written unqualified, unconditional acceptance hereof. Seller's acceptance of this Order shall be unqualified, unconditional and subject to and expressly limited to these Terms and Conditions. Siemens shall not be bound by any provisions additional to or at variance with these Terms and Conditions that may appear in Seller's quotation, acknowledgment, confirmation, invoice or in any other communication from Seller to Siemens, unless such provision is expressly agreed to in a writing signed by an authorized agent of Siemens. All previous offers by Seller are hereby rejected by Siemens. Siemens acceptance of the Goods or Services shall constitute acceptance of such Goods or Services subject to the provisions hereof only, and shall not constitute acceptance of any counterproposal submitted by Seller not otherwise accepted in a writing signed by an authorized agent of Siemens. Upon acceptance, this Contract shall constitute the entire agreement between Siemens and Seller, and shall supersede all prior negotiations, discussions and dealings and this Contract may not be modified or rescinded except by a writing signed by both Seller and Siemens. Notwithstanding the above, the parties acknowledge and agree that in the interest of time, certain matters of a practical business nature, such as material and product releases, minor changes in delivery dates, shipment instructions, variances in the Order and the like may be sent by Siemens to Seller via electronic data interchange, e-mail, telex, or other written communication. The parties agree that such communications and any deliveries thereunder, shall constitute part of the Order and be subject to these Terms and Conditions.

3. **PRICES/TAXES.** All prices are firm, fixed and not subject to escalation. No additional charges will be allowed for import duties, transportation, packaging, returnable containers, and/or documentation unless otherwise agreed in writing between the parties. All sales, use, excise or similar taxes to be paid by Siemens must be itemized separately on any proposal, quote or bid for the Goods or Services and on Seller's invoices.

4. **PAYMENT TERMS.** Unless otherwise set forth in the Order, the payment terms are net ninety (90) days after receipt of the Goods (including all documents required in the Order), performance of the Services, verification that the quality of Goods or Services received meets Siemens' specifications, and the receipt of a correct invoice. Seller shall issue individual invoices for each shipment under an Order. If Seller fails to ship the Goods or perform the Services in accordance with the times stipulated in the Order, Siemens may delay payment equal to the number of days the Goods or Services were delayed by the Seller as an equitable adjustment. Siemens shall have the right at all times to set off any amount owing from Seller to Siemens or any of its affiliated companies against any amount payable by Siemens to Seller. Unless otherwise set forth in the Order, Siemens shall make all payments via automatic clearing house (ACH) or wire transfer unless otherwise agreed in writing by the parties.

5. **SELLER'S PROPERTY.** All necessary material or tools including, without limitation, dies, gauges, jigs or fixtures required to execute the Order shall be supplied by Seller. If Siemens agrees to pay for or furnish any material or tools, dies, gauges, jigs or fixtures in connection with the Order said items shall be identified by Seller as the property of Siemens, shall be segregated when practical, from Seller's similar property and shall remain Siemens' property and be used exclusively for Siemens. Seller will account for said items and keep them fully covered by insurance at all times without expense to Siemens, and said items may be removed by Siemens at any time and shall not otherwise be disposed of by Seller without written permission from Siemens. Seller will maintain any said tools and similar equipment in good working condition and will return them to Siemens on request or upon termination of the Order for which they were furnished.

6. **DRAWINGS AND DATA.** All drawings, data, designs, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of Siemens or prepared by Seller specifically in connection with performance of an Order (hereinafter "Siemens Information") shall be and remain property of Siemens.

Seller's use of such Siemens Information shall be subject to Section 18 of these Terms and Conditions. Where such Siemens Information is furnished to Seller for procurement of supplies by Seller for use in the performance of an Order, Seller shall insert the substance of this provision in any purchase order or subcontract with its vendors or subcontractors.

7. CHANGES. Siemens reserves the right at any time prior to shipment to make changes as to: (a) Siemens Information, including the specifications of any Goods to be specifically manufactured for Siemens; (b) methods of shipment or packing; (c) place of delivery, (d) schedule of delivery; and (e) size or amounts of the quantities ordered. If any such change causes an increase or decrease in the cost of or the time required for performance of an Order, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change requested by Siemens.

8. STOP ORDERS. Siemens may at any time by written order, stop all or any part of the work under an Order for a period of ninety (90) days. Upon receipt of a stop order, Seller shall, to the extent directed by Siemens (a) stop work and deliveries as directed, and place no further orders relating thereto; (b) terminate work and deliveries governed by the stop order; and (c) protect property in Seller's possession in which Siemens has or may acquire an interest. At any time during such ninety (90) day period Siemens may, with respect to all or any part of the work covered under the stop order, either (i) cancel the stop order; or (ii) terminate the work in accordance with Section 14 of this Contract. To the extent the stop order is canceled or expires with respect to all or any part of the work, Seller shall resume work. If a stop order has a material effect on the scheduled delivery of the Goods or Services, Siemens will equitably adjust the delivery schedule, upon written request of Siemens submitted within twenty (20) days after the stop order expires or is canceled, whichever first occurs.

9. DELIVERY. Time is of the essence. If Seller does not comply with Siemens' delivery schedule, Siemens in addition to remedies provided by law, at its option, may either approve a revised delivery schedule or may terminate the Order and hold Seller accountable for all losses and damages arising therefrom. Whenever any actual or potential delays may occur which threatens to delay the timely performance of Seller, Seller shall immediately give written notice (but in no event later than fifteen (15) days prior to the agreed upon delivery date) thereof to Siemens. Seller will endeavor at its cost to mitigate the effects of such delay including expediting delivery. Siemens has the right, at any time, to change the place and/or time of delivery. Any claim by Seller for adjustment because of a change in place and/or time of delivery will be deemed waived unless asserted in writing within ten (10) days after receipt by Seller of the request for change. Seller understands and agrees that if Seller makes any commitments or production arrangements in excess of the amounts set forth herein or in advance of the time necessary to meet Siemens delivery schedule, it does so at its own risk, and Siemens shall have no liability to Seller or any other party relating to same. Goods shipped in advance of the time required in this Order may, at Siemens option, be returned to Seller at Seller's expense. Siemens reserves the right to delay shipment of the Goods for up to thirty (30) days at no additional cost. If delivery is to be in accordance with Siemens' written releases in relation to a blanket purchase order, Seller shall not procure, fabricate, assemble or ship any goods except to the extent authorized by Siemens in such written releases.

10. TRANSPORTATION/PACKAGING. Unless otherwise specified in an Order, all shipments originating in the USA and delivered to a Siemens location within the USA shall be FOB Origin Collect. All Shipments originating outside the USA and delivered to a Siemens location in the USA shall be FCA Shipping Point. Freight Terms for any shipments to locations outside the USA or to any location within the USA, other than a Siemens location, shall be defined on the face of the Purchase Order. In cases where freight costs are included in the material cost of the Goods, the shipping terms shall be CPT, named destination (as defined in Incoterms 2010). Seller shall make no provision for transportation insurance when Siemens is in control of the shipment and responsible for the freight charges, unless specifically authorized to do so in writing. No insurance charges will be allowed unless authorized in writing by Siemens. Irrespective of the shipping terms, during the period that the Goods are in possession of Seller, all risk of loss or damage to the Goods shall be on Seller. Shipments must be packaged according to standard industry specifications, or if not covered in specifications, so as to permit efficient handling, provide adequate protection, and comply with requirements of carrier. Packing slips identifying the purchase order number, release number, and part number must accompany each shipment. Damages and costs incurred by Siemens resulting directly or indirectly from improper packaging will be charged to Seller. Unless otherwise agreed, no charges will be allowed for packaging, boxing, crating, returnable containers, drayage, cartage, demurrage, or dunnage. Seller shall route shipment as instructed and shall consolidate all daily shipments to one destination on one bill of lading. Shipments sent C.O.D. without Siemens' written consent will not be accepted and will be at Seller's risk. Seller is instructed to ship only the quantity(ies) specified in the Order. However, any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes may be accepted by Siemens. If no allowance is shown, it shall be 0% (zero percent). Siemens reserves the right to return, without liability, any overshipment at the Seller's expense.

11. INSPECTION AND REJECTION. All Goods and Services will be subject to inspection and rejection or acceptance by Siemens during manufacture, after delivery at final destination and at such times as operating tests, if any, are required. Siemens may also reject any Goods or Services found to be defective, nonconforming or failing to meet any of Seller's warranties. Upon rejection, Siemens may return such goods to Seller, at Seller's sole risk and expense, for rework or replacement, in which case Seller agrees to ship conforming goods within ten (10) days of Seller's receipt of the rejected goods or such longer period of time as may be agreed to by Siemens in writing. If Siemens determines, in its sole discretion, that Seller is unable to rework or replace the Goods within the time required by Siemens, Siemens may: (a) rework or have another supplier rework the Goods, the cost of such rework to be paid by Seller; or (b) return the Goods to Seller for full credit and obtain replacement goods from an alternate source, at Seller's expense; or (c) produce replacement goods, at Seller's expense. All Services found to be defective, nonconforming or failing to meet any of Seller's warranties shall be completely re-performed at Seller's expense. Siemens' rights of inspection and rejection are in addition to any other rights which it may have under Section 13 of these Terms and Conditions or otherwise.

12. QUALITY ASSURANCE. Seller will maintain a quality assurance system which is adequate to detect and prevent shipment of nonconforming Goods or Services. Siemens reserves the right to evaluate the adequacy of Seller's quality assurance system. Upon request, Seller shall provide Siemens with appropriate quality assurance documentation, manuals or certifications.

13. WARRANTY. Seller warrants to Siemens and to Siemens' customers for a minimum period of three (3) years (or such other period of time that the parties may agree to in an Order or other writing) that the Goods and Services furnished: (a) will be new, of good quality, free from defects in material, design and workmanship; (b) will conform to the specifications, drawings, or samples and are merchantable and suitable for their intended purpose(s) as represented to Siemens; and (c) shall be free of any claim of any third party. All warranties shall succeed to Siemens, its successors, assigns, and all persons and entities, including affiliates of Siemens, to whom the Goods may be resold or leased or for whose benefit the Services may be performed. Siemens' approval of Seller's samples, prototypes or first articles shall not be construed as a waiver by Siemens of any requirement of the Siemens information applicable to the Order or of any express or implied warranty. In the event of Seller's delivery of defective or non-conforming items or Seller's breach of warranty, Siemens may, at its election and in addition to any other rights or remedies it may have at law or equity or under the Order, recover from Seller any costs of removing such items from property, equipment or products in which such items have been incorporated and any additional costs of reinstallation, re-inspection and retesting and (i) return the items at Seller's sole risk and expense and recover from Seller the price paid therefore and, if elected by Siemens, purchase or manufacture similar items and recover from Seller the costs and expenses thereof; (ii) accept or retain the items and equitably reduce their price; or (iii) require Seller, at Seller's sole expense, to promptly replace or correct the items and pending redelivery, to repay Siemens any amount Seller's customer paid for such items. If Seller fails to promptly replace or correct such items as directed by Siemens, Siemens may repair them or have them repaired at Seller's expense or purchase or manufacture similar items and recover the costs and expenses thereof. In the event Seller is required to replace or correct any component of any item pursuant to this Section 13, the running of the warranty period for the item of which the defective component is a part shall be suspended from the date Seller receives notice of the breach of the warranty until the date the component is replaced or corrected. NONE OF THE REMEDIES AVAILABLE TO SIEMENS FOR THE BREACH OF ANY OF THE FOREGOING WARRANTIES MAY BE LIMITED EXCEPT TO THE EXTENT AND IN THE MANNER AGREED UPON BY SIEMENS IN A SEPARATE AGREEMENT SPECIFICALLY DESIGNATING SUCH LIMITATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE. All warranties and other provisions of this Section 13 will survive inspection or acceptance of, payment for, and use of the Goods and Services and completion, termination, or cancellation of this Contract.

14. TERMINATION AND CANCELLATION. (a) Termination for Convenience. Siemens may terminate all or any part of this Contract or any Order at any time for any reason for its convenience by delivering written notice to Seller ("Termination for Convenience"). Upon Termination for Convenience, Siemens' liability shall not exceed the following amounts not previously paid for, without duplication: (i) services completed in accordance with this Contract prior to Siemens' notice of Termination for Convenience; (ii) finished goods, which have passed final acceptance testing and are waiting to be delivered in accordance with this Contract prior to Siemens' notice of Termination for Convenience; and (iii) the lesser of the fair market value or actual cost of work-in-process and raw materials to the extent that such costs are allocable to the terminated portion of this Contract; provided, however, that Siemens shall make no payment for finished goods, work-in-process or raw materials that are damaged, or fabricated or procured by Seller in amounts that exceed the amounts authorized in the Order, or undelivered products that are readily usable or resalable. Siemens shall not be required to make payments to Seller for loss of anticipated profit, unobserved overhead, interest on claims, unamortized depreciation, or general administrative burden charges, or similar items. Seller will submit as soon as possible, but in no

event later than thirty (30) days from the date of the Termination for Convenience, satisfactory evidence of the amount on which Seller is seeking to collect reimbursement. Failure to submit such evidence shall constitute a waiver for reimbursement by Seller. Siemens may notify Seller that all right, title and interest in and to all or any portion of materials for which reimbursement is made by Siemens hereunder, shall immediately pass to Siemens. At Siemens' request, Seller shall prepare the materials for, and will hold materials in trust for Siemens, until disposition directions are received from Siemens. Siemens shall have the right to enter upon the premises where such materials are located and take possession thereof. Termination for Convenience shall not be deemed a breach of contract, and shall not limit or affect the right of Siemens to terminate this Contract or any Order for cause. (b) Termination for Cause. Siemens has the right to cancel or terminate this Contract or any Order, in whole or in part, without liability to Seller if: (i) the Goods or Services furnished do not conform to Siemens' specification or requirements; (ii) Seller fails to make deliveries within the time specified in the Order; (iii) Seller breaches any other term or condition of this Contract or takes or fails to take action that, in Siemens' sole discretion, creates a reasonable possibility that Seller will not timely fulfill its obligations under this Contract or any Order and does not correct such breach, failure or action, within ten (10) days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of written notice from Siemens specifying such breach, action, or failure; (iv) any representation by Seller proves to have been false or misleading in any material respect; or (v) Seller is insolvent, a petition is filed for reorganization of Seller or for its adjudication as a bankrupt, Seller makes an assignment for the benefit of creditors, a receiver or trustee is appointed for any of Seller's assets, or any other type of insolvency proceeding or formal or informal proceeding for the dissolution, liquidation or winding up of affairs of Seller is commenced. In the event of a termination under this subsection (b), Siemens shall have the right, in addition to its other rights and remedies provided at law or in equity to: (i) refuse to accept delivery of Goods and/or performance of Services; (ii) within one (1) year after delivery return to Seller at Seller's expense any Goods or Services already delivered or performed and, at Siemens' option, either recover all payments made therefore and expenses incident thereto, or, at Seller's expense, to receive replacement therefore (except that the rights set forth in this subsection (b)(ii) shall not be available upon any termination by Siemens because of the occurrence, alone, of any of the events set forth in (v) above); (iii) recover any advance payments to Seller for undelivered or returned Goods and/or Services not fully performed; and (iv) purchase elsewhere and to charge Seller with any loss incurred as a result thereof. Siemens' right to return Goods is not affected by an assignment by Seller of monies due or to become due hereunder. If Siemens terminates or cancels this Contract, or any Order, for cause, and it is later determined that the cancellation for cause was not warranted, the termination or cancellation will be deemed one for convenience pursuant to the terms of this Contract. (c) No Waiver of Rights or Remedies. No termination shall act as or deemed to be a waiver by Siemens of any other right or remedy it may have at law, in equity, or under this Contract. The rights and obligations under this Section 14 shall survive the termination or expiration of this Contract.

15. INTELLECTUAL PROPERTY INDEMNITY. Seller will defend (using counsel acceptable to Siemens), indemnify and hold harmless Siemens, its directors, officers, employees, agents, successors, assigns, customers and users of the Goods and Services from and against any and all losses, expenses, damages, claims, suits and liabilities (including incidental and consequential damages, court costs and attorneys' fees) (collectively, "Damages") arising as a result of any claim that the manufacture, use, sale or resale of any items infringes any patent, utility model, industrial design, copyright or other intellectual property right in any country. Seller's obligations under the preceding sentence will apply even though Siemens furnishes all or any portion of the design of or specifies all or any portion of the processing for the Goods and Services. If the sale and/or use of the items is enjoined or, in Siemens' sole judgment, is likely to be enjoined, Seller will, at Siemens' election and Seller's sole expense, procure for Siemens the right to continue using such items, replace same with equivalent non-infringing items, modify such items so they become non-infringing, or remove same and refund the purchase price, including transportation, installation, removal and other charges incidental thereto. If any settlement of a claim requires an affirmative obligation (other than ceasing use of the Goods or Services) of, results in any ongoing liability to or prejudice or detrimentally impacts Siemens in any way, then such settlement shall require Siemens' prior written consent and Siemens may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Damages. Seller's obligations under this Section 15 are in addition to Seller's warranty obligations and all other rights or remedies of Siemens and will survive acceptance and use of, and payment for, the Goods and Services, and completion, termination, or cancellation of this Contract.

16. GENERAL INDEMNIFICATION. Seller will defend (using counsel acceptable to Siemens), indemnify and hold harmless Siemens, its directors, officers, employees, agents, successors, assigns, customers and users of the Goods and Services from and against any and all Damages arising as a result of actual or alleged breach of any these Terms and Conditions or arising under any strict liability or negligence claims premised on either an actual or alleged defect in the Goods and Services or by reason of or on account of property damage, death and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Contract which is occasioned by the acts or omissions of Seller or its Sellers or subcontractors. If any settlement of a claim requires an affirmative

obligation of, results in any ongoing liability to, or prejudice to, or detrimentally impacts Siemens in any way, then such settlement shall require Siemens' prior written consent and Siemens may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Damages. Seller's indemnification obligations under this Section 16 shall survive acceptance and use of, and payment for, the Goods and Services, and completion, termination, or cancellation of this Contract.

17. INSURANCE. Seller agrees to maintain the following types of insurance coverage: (a) Workers' Compensation Insurance or qualification as a self-insurer to satisfy the laws of the states which have jurisdiction over Seller's employees; (b) Employers' Liability Insurance for Bodily Injury per accident with limits of not less than \$1,000,000 and Bodily Injury by Disease with limits of not less than \$1,000,000 per policy; and (c) Commercial General Liability Insurance for bodily injury, personal injury and property damage, including coverage for products/completed operations and contractual liability, with combined limits of not less than \$5,000,000 per occurrence. Upon Siemens' request, Seller will provide Siemens with written certification, reasonably acceptable to Siemens, certifying that: (i) the required insurance coverages are in effect and will not be canceled or materially changed until thirty (30) days after prior written notice has been delivered to Siemens; (ii) Siemens is designated as an additional insured on Seller's Commercial General Liability policy; and (iii) all of Seller's insurance identified herein will be primary and not contributory or excess of any other insurance carried by or on behalf of Siemens. Seller may satisfy the limits of insurance required herein with any combination of primary and umbrella/excess insurance policies. Under the policies described in this Section 17, Seller agrees to waive and will require its insurers to waive any right of subrogation or recovery they may have against Siemens. The insurance requirements in this Section 17 are separate and distinct from any other obligations of Seller contained herein, and neither the issuance of any insurance policy nor the minimum limits specified herein will be deemed to limit or restrict in any way Seller's liability arising under this Contract. Seller's obligations under this Section 17 shall survive the completion, termination, or cancellation of this Contract.

18. CONFIDENTIALITY. Except as otherwise specifically agreed, all Siemens Information disclosed to the Seller shall be Siemens' property and shall be held in confidence by Seller and used solely for the performance of an Order. Seller shall take all reasonable precautions (a) to disclose such Siemens Information within Seller's organization only to those employees and agents who have a need to know in order to fulfill Seller's obligations hereunder and who have agreed to keep the Siemens Information confidential, and (b) to prevent any such Information from being divulged to third persons not employed by Seller, including having recipients acknowledge the confidential status of such Siemens Information and agreeing to similar restrictions. This obligation of confidence shall survive termination of an Order and will continue for three (3) years thereafter, or for as long as the Siemens Information remains a trade secret, whichever is longer.

19. COMPLIANCE WITH LAWS. Seller certifies and represents that in the performance of this Order, it will comply with the provisions of all applicable federal, state and local laws, regulations, rules and orders.

20. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS. Seller shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Seller shall advise Siemens in writing within two weeks of receipt of an Order, and in case of any changes without undue delay, of any information and data required by Siemens to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including, without limitation, all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List ECCN); and the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and classification for foreign trade statistics and the HS (Harmonized System) coding; and the country of origin (non-preferential origin); and upon request of Siemens, Seller's declaration of preferential origin (in case of European sellers) or preferential certificates (in case of non-European sellers). Seller shall be liable and indemnify Siemens for any expenses and/or damages incurred by Siemens due to Seller's breach of its obligations as stated in this Section 20. The Goods or Services purchased under this Contract must be in conformance with national and international foreign trade and customs requirements, including any embargos, sanctions or directives, or this Contract may be subject to immediate termination by Siemens.

21. SELLER ISF NOTIFICATION REQUIREMENTS. All ocean vessel shipments destined for United States ports will require the Seller to submit the appropriate information in support of the US Importer Security Filing (ISF) requirement, also known as 10+2. Seller shall provide a complete and accurate ISF Notification to the ISF filing agent identified by Siemens a minimum of seventy-two (72) hours (weekends/holidays included) before vessel loading. This is necessary for Siemens to meet the requirements of US Customs Border Protection (CBP). If Seller should learn that the ISF Notification submitted was inaccurate, Seller shall notify Siemens' ISF filing agent immediately. Seller's failure to provide complete and accurate information 72 hours prior to vessel loading may result in delays and/or CBP liquidated damages (up to \$5,000 per filing) charged to Siemens. In addition, these delays may impact subsequent logistics execution

causing possible additional detention or liquidated damages, also charged to Siemens. Any liquidated damages, penalty, fine, detention cost or other cost or expense incurred by Siemens as a result of Seller's noncompliance with this ISF Notification requirement will be charged back to the Seller.

22. SELLER SUBSTANCE DECLARATION REQUIREMENTS. Should Seller deliver legally permissible Goods, which are, however, subject to applicable statutorily-imposed substance restrictions and/or information requirements (for example, REACH, RoHS in the European Union or other similar United States laws or regulations), Seller shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by Siemens no later than the date of first delivery of the Goods. Furthermore, Seller shall also declare all substances which are set out in the so-called "Siemens list of declarable Substances" applicable at the time of delivery in the manner described above. The foregoing shall apply with respect to laws or regulations applicable at the principal office of Seller, principal office of Siemens and/or place of delivery designated by Siemens. Should a delivery contain dangerous goods, as classified as such pursuant to applicable laws or regulations, Seller will inform Siemens in a form to be agreed upon, but not later than the date of order confirmation.

23. NOTICE. Any notice required or permitted hereunder shall be in writing and shall be sufficiently given when either: (a) hand-delivered; (b) faxed; (c) mailed postpaid first class registered or certified mail; or (d) delivered to a commercial overnight courier service (e.g., FedEx), and addressed to the party for whom it is intended at its record address, and such notice shall be effective as of the date it is deposited in the mail or delivered to the overnight courier service. The record address of each party for this purpose is its address set forth in the Order, and the recipient shall be the duly authorized representatives who executed the Order.

24. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its obligations under this Contract arising out of circumstances beyond its reasonable control, including acts of God, fires, war, insurrection or riot, or acts of military authority, provided that the party provides notice to the other in writing of the delay or non-performance event within five (5) days of its commencement. Siemens may extend the delivery schedule to accommodate the delay or non-performance; however, should said event continue during the term of the Order for a cumulative total of thirty (30) days or more, Siemens may cancel the Order effective immediately upon written notice to Seller, and Siemens' only obligation to Seller shall be to pay the actual cost of the Goods and Services actually completed and delivered to Siemens.

25. SUPPLY CHAIN SECURITY. Siemens supports internationally recognized initiatives to secure the commercial supply chain (e.g. C-TPAT, WCO SAFE Framework of Standards) so as to assure freight and/or merchandise is not compromised contrary to the law; and, Seller shall, upon request, inform Siemens of Seller's status in any such recognized initiatives. Seller must implement reasonable security control standards to ensure the integrity and correctness of merchandise and accompanying commercial documentation relative to Siemens' transaction. Seller should address the following disciplines when delivering products or services to Siemens: (a) Procedures should be in place to protect against un-manifested material being introduced into the supply chain; (b) Physical & Access Security: Seller's facilities should be safeguarded to resist unlawful entry and to protect against outside intrusion. Adequate measures should be considered for positively identifying employees, visitors and vendors and to prevent unauthorized access to information technology systems; (c) Personnel Security: Seller, in accordance with all applicable laws, should conduct employment screening of prospective employees to include periodic background checks and application verifications; (d) Education and Training Awareness: A security awareness program should be provided to employees covering cargo integrity, determining and addressing unauthorized access and communications protocols for notifying policing agencies when suspected or known illegal activities are present; and (e) Conveyance Security: Seller should implement reasonable steps to protect against the introduction of unauthorized personnel and material in conveyance (e.g. containers, trucks, drums, etc.) destined to Siemens. If, as a result of facilitating a shipment to Siemens, Seller suspects a supply chain security breach or concern after dispatch from its facility, Seller is obligated to notify Siemens immediately. Siemens shall cooperate with Seller's assessment of its supply chain security and review of pertinent security measures.

26. SIEMENS CODE OF CONDUCT. (a) Seller shall comply with the principles and requirements of the "Code of Conduct for Siemens Suppliers" which can be found at <http://www.siemens.com/procurement/cr> (hereinafter referred to as the "Code of Conduct"); (b) if requested by Siemens, Seller shall not more than once a year either – at its option – provide Siemens with (i) a written self-assessment in the form provided by Siemens, or (ii) a written report approved by Siemens describing the actions taken or to be taken by Seller to assure compliance with the Code of Conduct; (c) Siemens and its authorized agents and representatives and/or a third party appointed by Siemens and reasonably acceptable to Seller, shall be entitled (but not obliged) to conduct – also at Sellers' premises – inspections in order to verify Sellers' compliance with the Code of Conduct; (d) Any inspection may only be conducted upon prior written notice

of Siemens, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with Sellers' business activities nor violate any of Sellers' confidentiality agreements with third parties. Seller shall reasonably cooperate in any inspections conducted. Each party shall bear its expenses in connection with such inspection; and (e) in addition to any other rights and remedies Siemens may have, in the event of: (i) Seller's material or repeated failure to comply with the Code of Conduct; or (ii) Seller's denial of Siemens' right of inspection as provided for in subsection (c) of this article, after providing Seller reasonable notice and a reasonable opportunity to remedy, Siemens may terminate this Contract and/or any Order issued hereunder without any liability whatsoever. Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding child labor laws as set out in the Code of Conduct or willful failures to comply with the Code of Conduct's environmental protection requirements.

27. ENVIRONMENTAL, HEALTH AND SAFETY. If any Services or other work is to be performed on Siemens' premises or a Siemens' customer premises, Seller shall perform the Services or work in accordance with Siemens' and its customer's environmental, health, safety, and security rules and regulations.

28. APPLICABLE LAW. The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Delaware. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly disclaimed and shall not apply.

29. NONWAIVER; REMEDIES. Any waiver or failure of Siemens to require strict compliance with the provisions of the terms of this order in any respect must be in writing and shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter. Siemens retains all rights and remedies granted to it by operation of law, or in equity, in addition to those set forth herein.

30. ASSIGNMENT. Neither this Contract, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Siemens. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of Siemens will be null and void.

31. SEVERABILITY. If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

32. OPEN SOURCE SOFTWARE. Seller shall inform Siemens, not later than the date of order confirmation, whether the Goods contain "Open Source Software." As used herein "Open Source Software" means any software that is licensed royalty-free (i.e., fees for exercising the licensed rights are prohibited, whereas fees for reimbursement of costs incurred by licensor are generally permitted) under any license terms or other contract terms ("Open License Terms") which require, as a condition of modification and/or distribution of such software and/ or any other software incorporated into, derived from or distributed with such software ("Derivative Software"), either of the following: (a) that the source code of such Software and/or any Derivative Software be made available to third parties; or (b) that permission for creating derivative works of such Software and/or any Derivative Software be granted to third parties. By means of example and without limitation, Open License Terms include the following licenses or distribution models: the GNU General Public License (GPL), the GNU Lesser or Library GPL (LGPL), the BSD License, the Apache License or the MIT License. Should the Goods contain Open Source Software, Seller shall deliver to Siemens, not later than the date of order confirmation, the following: (i) a schedule of all Open Source Software files used, indicating the relevant license and including a copy of the complete text of such license; (ii) the source code of the Open Source Software, insofar as the applicable Open License Terms require the disclosure of this source code; and (iii) a written declaration that through the intended use of the Open Source Software neither the Goods nor the products of Siemens will be subject to a "Copyleft Effect." As used herein, "Copyleft Effect" means that the Open License Terms require that certain of the Seller's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the Open License Terms, e.g., only if the Open Source Software source code is disclosed. Should Seller not indicate until after receipt of the Order that the Goods contain Open Source Software, then Siemens shall be entitled to cancel the Order within fourteen (14) days of receipt of this information. Seller shall indemnify, defend, and hold harmless Siemens, its affiliates, distributors, and customers, as well as distributors and customers of Siemens affiliates, from any damage, loss, costs, and expenses suffered by Siemens as a result of Seller's failure to notify Siemens that the Goods contain Open Source Software.