

Country Supplemental Terms

Luxembourg

These Country Supplemental Terms Luxembourg (“Country Terms Luxembourg”) apply between the Siemens entity named on the Order and the Customer that accepted the Order. These Country Terms Luxembourg prevail over the Base Terms Luxembourg and the applicable Supplemental Terms:

- Hardware Supplemental Terms
- Services Supplemental Terms
- Solutions Supplemental Terms
- General Software and Cloud Supplemental Terms
- Specific Supplemental Terms for on-premises Software of Infrastructure & Industry Business

The Base Terms together with the applicable Supplemental Terms and the Country Terms Luxembourg form the “Agreement”.

Capitalized terms are defined in this document or in other parts of the Agreement.

Deviations from and additions to the Base Terms Luxembourg

1. Section 4 (Customer’s obligations)

New Section 4.6 in the Base Terms to be added:

“Disposal of Waste Electrical and Electronic Equipment (“WEEE”)

Customer, as a professional user, is fully responsible for the costs related to the certified collection system and for the collection and disposal of WEEE previously established by Siemens for the Offerings provided to him. This cost-sharing arrangement is agreed upon in accordance with Article 13(2) of the law of 9 June 2022 relating to waste from electrical and electronic equipment (“WEEE Law”), and applies even if these costs are the responsibility of the producer.”

Deviations from and additions to the Hardware Supplemental Terms

2. Section 8 (Defects and claims)

New Section 8.4 in the Hardware Supplemental Terms to be added:

“Hidden Defects

The warranty for hidden Defects in the sense of Articles 1641 - 1649 of the Civil Code is limited to any hidden defect that:

- a. renders the Offerings impossible to use for their intended purpose; and

- b. has been notified in writing by registered mail to Siemens within 7 days after its date of discovery or the date on which it should have been discovered.

Section 7 and Section 8.1 - 8.3 above also apply to hidden Defects.”

Deviations from and additions to the Solutions Supplemental Terms

3. Section 7 (Defects and claims)

New Section 7.5 in the Solutions Supplemental Terms to be added:

“Hidden Defects

The warranty for hidden Defects in the sense of Articles 1641 - 1649 of the Civil Code is limited to any hidden defect that:

- a. renders the Offerings impossible to use for their intended purpose; and
- b. has been notified in writing by registered mail to Siemens within 7 days after its date of discovery or the date on which it should have been discovered.

Section 6 and Section 7.1 - 7.4 above also apply to hidden Defects.”