

Conditions of Purchase for Goods

1. Order and Confirmation of Order

- 1.1 Customer may cancel the order if Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.
- 1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if Customer accepts such in writing. In particular, Customer is bound by the general terms and conditions of Supplier only to the extent that such are in accordance with these Conditions of Purchase or if Customer agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.
- 1.3 Any provisions in other documents provided by Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, warranty, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. Rights of Use

- 2.1 Supplier hereby grants Customer the following non-exclusive, transferable, worldwide and perpetual rights:
 - 2.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;
 - 2.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");
 - 2.1.3 to sublicense the right of use under section 2.1.2 above to affiliates (as defined by § 15 of the German Companies Act (*Aktiengesetz*), hereinafter referred to as "Affiliates"), to contracted third parties, to distributors and to end customers;
 - 2.1.4 to license to Affiliates and other distributors the right to sublicense the right of use under section 2.1.2 above to end customers;
 - 2.1.5 to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software;
 - 2.1.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g., in the context of application service providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
 - 2.1.7 to sublicense the right of use under section 2.1.6 above to Affiliates, contracted third parties and distributors.
- 2.2 In addition to the rights granted in section 2.1 above, Customer, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.
- 2.3 All sublicenses granted by Customer must contain appropriate protection for the intellectual property rights of Supplier in the Software. All sublicenses must contain any contractual provisions used by Customer to protect its own intellectual property rights.
- 2.4 Supplier shall inform Customer - at the latest at the time the order is confirmed - whether the products and services to be delivered contain open source software (OSS) components.

In the context of this provision "OSS components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g., GNU General Public License or the MIT License). Should the products and services delivered by Supplier contain OSS components, Supplier shall comply with all applicable OSS license terms and shall grant all those rights to Customer and provide all information which Customer needs in order to comply himself with the applicable license terms. In particular, Supplier must deliver to Customer promptly after the order is confirmed the following:

 - a schedule of all OSS components used including their versions, indicating the relevant licenses, including a copy of the complete text of such licenses and copyright and/or authorship notices;
 - the source code of the relevant OSS, including scripts and information regarding its generating environment insofar as the applicable OSS conditions require this.
- 2.5 Supplier shall by the time of order confirmation at the latest inform Customer in writing whether any OSS licenses used by Supplier might be subject to a Copyleft Effect which could affect the products of Customer. In the context of this provision, "Copyleft Effect" means that the provisions of the OSS license require that certain of Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the OSS license, e.g. only if the source code is disclosed. In case any OSS licenses used by Supplier

are subject to a "Copyleft Effect" as defined above, Customer is entitled to cancel the order within two weeks of receipt of this information.

3. Term and Penalty for Breach

- 3.1 For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms ® 2020 designated by Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance by Customer.
- 3.2 If any delay in delivery or performance or rectification is anticipated, Customer shall be notified immediately, and its decision sought.
- 3.3 If – in the event of delay – Supplier cannot prove that it is not responsible for the delay, Customer may charge a penalty in respect of each commenced working day of delay amounting to 0.3 % (zero point three percent) but not exceeding a total of 5 % (five percent) of the total value of the contract.

In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made no later than the date of final payment.

3.4 Additional or other statutory rights are not affected hereby.

4. Transfer of Risk, Dispatch and Place of Performance, Transfer of Title

- 4.1 For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by Customer at the named place of destination/delivery according to Incoterms ® 2020. Unless agreed otherwise, DDP (named place of destination) Incoterms ® 2020 shall apply, if (a) Supplier's registered office and the named place of destination are within the same country or if (b) Supplier's registered office and the named place of destination are both within the European Union. If neither (a) nor (b) are fulfilled, then DAP (named place of destination) Incoterms ® 2020 shall apply, unless agreed otherwise.
- 4.2 Unless otherwise agreed, the costs of adequate packaging shall be borne by Supplier. In case transportation costs are borne by Customer, notice of readiness for dispatch shall be given together with the information set out in section 4.3 hereunder. At Customer's request a Siemens routing order tool must be used by Supplier. Transport shall be arranged by Supplier at the lowest possible cost, insofar as Customer has not requested a particular method of delivery or the conclusion of the contract for carriage by Customer. Any supplementary costs arising from non-conformity with the transport requirements including costs arising from the non-application of the Siemens routing order tool shall be borne by Supplier. In case DAP/DDP (named place of destination) Incoterms ® 2020 is agreed, Customer may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by Supplier.
- 4.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.
- 4.4 Inasmuch as Customer and Supplier agree that Supplier orders the transport of deliveries containing dangerous goods for account of Customer, Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by Customer when placing the transport order. Supplier is in these cases also responsible for packing, marking, labelling, etc. in compliance with the regulation relevant to the mode(s) of transport used.
- 4.5 If Customer informs Supplier that following the initial transport another transport with a different mode of transport is scheduled, Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.
- 4.6 Transfer of title shall be upon delivery or acceptance by Customer, as the case may be.
5. **Payment, Invoices**
 - 5.1 Unless otherwise agreed, payments shall be due and payable no later than 30 (thirty) days net. If payment is made within 14 (fourteen) days, Customer is entitled to a 3 % (three percent) discount. The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received.
 - 5.2 The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.
 - 5.3 Insofar as Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be

- a part of the requirements of the completeness of the delivery or performance. A discount shall also be allowed if Customer sets off or withholds any payments to a reasonable extent on account of any deficiency.
- 5.4 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the contract.
- 6. Inspection upon Receipt**
- 6.1 Customer shall immediately upon receipt at the named place of destination examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other obvious deficiencies.
- 6.2 Should Customer discover any deficiency in the course of these inspections or at any later stage, it shall inform Supplier of such deficiency.
- 6.3 Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.
- 6.4 In this regard Customer shall have no other duties to Supplier other than the duties of inspection and notification above.
- 7. Warranty**
- 7.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 7.8 or 7.9, Supplier must at its own expense and at the discretion of Customer either repair the deficiency or provide re-performance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of Customer shall be exercised fairly and reasonably.
- 7.2 Should Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by Customer, Customer is entitled to:
- 7.2.1 cancel the contract in whole or in part without being subject to any liability for damages; or
- 7.2.2 demand a reduction in price; or
- 7.2.3 undertake itself any repair at the expense of Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and
- 7.2.4 claim damages in lieu of performance.
- For the purposes of establishing the timeliness of rectification, the relevant point in time is the date of receipt at the place of destination.
- 7.3 The rights according to section 7.2 may be exercised without further deadline if Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for Customer to request Supplier to rectify the deficiency within a reasonable time period. The legal provisions on the dispensability of setting a deadline remain unaffected hereby.
- 7.4 The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this section.
- 7.5 Additional or other statutory rights are not affected hereby.
- 7.6 If Supplier provides subsequent performance or repairs, the warranty periods set out in section 7.8 and 7.9 shall start anew.
- 7.7 Notwithstanding the transfer of risk regarding delivery, Supplier shall bear the costs and risk related to the rectification (e. g. return costs, costs of transport, costs of de- and re-installation).
- 7.8 The warranty period for deficiencies of material is three years, insofar as no statutory provisions provide longer periods.
- 7.9 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide for longer periods.
- 7.10 For deliveries not involving installation or commissioning, the warranty period begins to run with receipt at the place of destination named by Customer. For deliveries involving installation, commissioning or services, the warranty period begins to run with acceptance by Customer. Upon delivery to locations where Customer is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.
- 8. Supplier's Duty to Verify and to Inform**
- 8.1 Supplier is obliged to examine components such as raw material provided by Customer or provided by Supplier's suppliers, manufacturers or other third parties at the time of receipt of such components for any obvious or hidden defects. In case any defects are discovered in the course of such inspections, Supplier shall immediately inform its suppliers or – in case the components are provided by Customer – Customer.
- 8.2 It is essential that the products are delivered free of any third-party rights. Thus, Supplier is under a duty to verify title and inform Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.
- 9. Quality Management, Subcontracting to Third Parties**
- 9.1 Supplier shall maintain a quality management system (e.g. according to DIN EN ISO 9001).
- 9.2 Subcontracting to third parties without the prior written consent of Customer shall not be permitted and entitles Customer to cancel the contract in whole or in part and claim damages.
- 10. Provided Material, Information**
- 10.1 Material and information provided by Customer remains the property of Customer and are to be stored, labelled as property of Customer and administered separately at no cost to Customer. Their use is limited to the orders of Customer only. Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.
- 10.2 Any processing or transformation of the material and information shall take place for Customer. Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, Customer and Supplier hereby agree that Customer shall be the owner of the new product at all times during the processing or transformation. Supplier shall keep the new product safe for Customer at no extra cost and in so doing exercise the duty of care of a merchant.
- 11. Tools, Patterns, Samples, Confidentiality**
- 11.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by Customer or made for Customer, as well as any materials derived therefrom, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of Customer. Such materials shall be protected against unauthorized access or use. Subject to any further rights Customer may demand that such materials be returned if Supplier breaches these duties.
- 11.2 Supplier shall treat as confidential the knowledge and findings, documents, data, terms of reference, business processes or other information that it receives from or about Customer in the context of performing the deliveries and services, as well as the conclusion of the contract and any results, with regard to third parties - and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly known by legal means or Customer has not consented in writing to its transfer in the individual case. Supplier shall make confidential information available only to those employees who need the information for the fulfilment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Supplier shall use this information exclusively for the purpose of performing the deliveries and services. Insofar as Customer agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.
- 12. Assignment of Claims**
- Any assignment of any claim is only allowed with the prior written approval of Customer.
- 13. Right to Terminate and Cancel**
- 13.1 In addition to any rights provided for by law to withdraw from or cancel a contract, Customer may cancel the contract in whole or in part in case (a) Supplier is in delay with its delivery or service and such delay – despite a corresponding reminder by Customer - persists for more than two weeks after receipt of such reminder or in case (b) that adherence to the contract by Customer cannot reasonably be expected from Customer because of a reason attributable to Supplier and taking into consideration the circumstances of the case and both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of Supplier's financial situation thus threatening the due fulfilment of Supplier's obligations under the contract.
- 13.2 Customer may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of Supplier are applied for or commenced.
- 13.3 In case of a termination by Customer Customer may continue to utilize existing facilities, deliveries or services already performed by Supplier in exchange for reasonable payment.
- 14. Code of Conduct for Siemens Suppliers, Security in the Supply Chain, Cartel Damages**
- 14.1 Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its suppliers.
- 14.2 Supplier shall strongly support the efforts of Customer regarding security in the supply chain, which includes the attainment and preservation of the status as an Authorized Economic Operator (AEO) in terms of WCO SAFE Framework of Standards. Upon request of Customer,

- Supplier shall without undue delay sign and return to Customer a written declaration on security in the supply chain provided by Customer, which will be consistent with - depending on the registered office of Supplier - the requirements of the European Commission according to the then current AEO Guidelines or the requirements of a comparable initiative for security in the supply chain according to WCO SAFE Framework of Standards (e.g. C-TPAT), unless Supplier itself owns the status of AEO or a comparable status based on WCO SAFE Framework of Standards and is able to demonstrate such by providing an authorization or certificate respectively.
- 14.3 In addition to other rights and remedies Customer may have, Customer may terminate the contract in case of breach of the obligations under section 14 by Supplier. However, provided that Supplier's breach of contract is capable of remedy, Customer's right to terminate is subject to the proviso that such breach has not been remedied by Supplier within a reasonable grace period set by Customer.
- 14.4 If Supplier violates applicable antitrust laws, by forming a cartel or by a similar anticompetitive behaviour, in relation to the deliveries and services supplied to Customer, Supplier shall pay to Customer liquidated damages in the amount of 15% (fifteen percent) of the total remuneration for the relevant deliveries and services during the relevant period.
- 14.5 Notwithstanding section 14.4, both parties shall be entitled to prove that Customer's actual damages are higher or lower than the liquidated damages amount, in which case such actual damages shall be payable pursuant hereto. All other contractual or statutory rights and claims of Customer remain unaffected.
- 15. Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety**
- 15.1 Should Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by Customer to Supplier, then Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, Supplier must ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to Customer upon request.
- 15.2 Should Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), Supplier shall declare such substances and provide information as requested in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of Supplier or Customer or at the place of destination named by Customer.
- 15.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, Supplier will inform Customer hereof in a form agreed upon between Supplier and Customer, but in no case later than the date of order confirmation. The requirements concerning dangerous goods in section 4.4 and 4.5 remain unaffected.
- 15.4 Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.
- 16. Cybersecurity**
- 16.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 16.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this contract.
- 16.3 Should products or services contain software, firmware, or chipsets:
- 16.3.1 Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- 16.3.2 Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
- 16.3.3 Supplier shall provide Customer with a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up to date at the time of delivery to Customer;
- 16.3.4 Supplier shall grant Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Customer;
- 16.3.5 Supplier shall provide Customer with a contact for all information security related issues (available during business hours).
- 16.4 Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.
- 16.5 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 16.
- 16.6 At Customer's request, Supplier shall provide written evidence of its compliance with this section 16 including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).
- 17. Export Control and Foreign Trade Data Regulations**
- 17.1 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. Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations. In particular, Supplier represents and warrants that none of its deliveries nor its services provided under the contract contain prohibited products and/or services under the Foreign Trade Regulations applicable to Customer (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. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).
- 17.2 Supplier shall advise Customer in writing within two weeks of receipt of the order and in any case before delivery - and in case of any changes without undue delay - of any information and data required by Customer 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
 - the country of origin (non-preferential origin); and - upon request of Customer - documents to prove the non-preferential origin; and
 - the preferential country of origin, and, upon request of Customer, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g., supplier's declaration).
- 18. Reservation Clause**
- Customer shall not be obligated to fulfil the contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 19. Mention as Reference Customer**
- Only upon Customer's prior written approval shall Supplier be allowed to mention Customer as a reference customer and/or make reference to products or services which Supplier has developed during the performance of an order for Customer.
- 20. Supplementary Provisions**
- 20.1 Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, the relevant statutory provisions shall apply.
- 20.2 Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of these conditions, in particular of sections 2, 3, 4, 7, 8, 14, 15, 16 and 17, unless Supplier is not responsible for such breach.
- 20.3
- 21. Place of Jurisdiction and Applicable Law**
- 21.1 German substantive law shall apply, excluding the provisions of the United Nations Law on the Sale of Goods of 11th of April 1980.
- 21.2 The relevant court of jurisdiction shall be Nuremberg.