

General Conditions of Purchase (GCP) of the Siemens Healthcare Kft.

- Date of effect: November 1, 2021 -

1. Application of these General Conditions of Purchase

- (1) These General Conditions of Purchase (hereinafter referred to as "GCP") shall be applicable for the contractual relationship between Siemens Healthcare Kft. as customer (hereinafter referred to as "Customer" or "Siemens") and the Supplier on the purchase or supply of goods or on the ordering of the provision of services.
- (2) These GCP shall form an inseparable part of the frame agreements and / or the individual contracts concluded between the Customer and the Supplier on the purchase or supply of goods or on the ordering of the provision of services (hereinafter "individual contract" or "contract"). Any provisions deviating from these GCP shall be stated in the individual contracts.

2. Conclusion of the Contract

- (1) The contract will be concluded between the Supplier and the Customer provided that the Supplier confirms the order placed by the Customer with the same conditions within 2 (two) weeks upon receipt thereof or, if it is indicated, within the deadline specified in the order, in a way that this confirmation shall be received by the Customer within this deadline. Should the Parties establish a contract the detailed contents of which regulate their legal relationship, the date of establishing the contract will be the date when the contract is signed.
- (2) The General Business Terms and Conditions of the Supplier shall not apply to the Customer. The acceptance and the receipt of shipments or services or the execution of payments shall not mean that the General Business Terms and Conditions of the Supplier have been accepted.
- (3) Amendments to the contract, including in particular changes to prices, may be effected only by common agreement of the parties.

3. Delivery Date, Penalty

- (1) Deliveries shall be deemed as fulfilled by the deadline if the goods or services supplied have been received by the Customer on the date or within the period of time specified in the contract, at the place of performance stipulated by the Customer, according to the terms and conditions specified in the relevant contract.
- (2) The Supplier shall immediately inform the Customer of its foreseeable delay by stating the period of delay even if the performance deadline has not yet expired.
- (3) In the case of a delayed performance the Supplier shall pay penalty. Unless otherwise agreed, the extent of the penalty shall be 0.5% per day for every day which is commenced but shall not exceed 10%. For indivisible services or supplies the penalty shall be based on the total gross consideration of the order, for divisible services or supplies it shall be based on the gross consideration of the supplies or services performed with a delay.
- (4) In the event that the Supplier's delay in performance exceeds 10 days, the Customer shall be entitled to withdraw from the contract. The Supplier shall be liable to compensate the Customer for all its losses caused by the breach of the contract.

4. The Passing of Risk, Delivery

- (1) The risk and the ownership shall be passed from the Supplier on to the Customer upon receipt by the Customer of the goods or services that are in conformity with the contract, at the place of performance specified by the Customer. In the case of deliveries to be commissioned the ownership and the risk shall be passed from the Supplier on to the Customer upon their arrival at the place of performance stipulated by the Customer and upon the handover-acceptance process following the commissioning, respectively.
- (2) Unless otherwise agreed, the costs of transport and packaging shall be borne by the Supplier up to the place of destination. Excess costs arising as a result of non-compliance with the mode of transport shall be borne by the Supplier. In the case of transports to places of performance stipulated by the Customer, the Customer shall be entitled to determine the mode of transport. Any excess costs arising as a result of non-compliance with the Customer's instructions for transport shall be borne by the Supplier. Any excess costs incurred in the case of express transport required in order to meet delivery deadline shall be borne by the Supplier.
- (3) Every shipment shall be accompanied by a packing list or delivery note showing the contents of the shipment and they shall also show the contract number (that is the so-called AKZ-number) and the order number (in the following format: "9500xxxxx"). Notification on the shipment shall contain the same data (Dispatch Notification).
- (4) If the transport is performed by a carrier commissioned by the Customer, the Supplier shall inform the carrier of the necessary data concerning dangerous goods in accordance with the legal requirements.
- (5) If the Customer informs the Supplier that following the first transport the next transport has been scheduled with a different mode of transport, the Supplier shall also comply with the applicable legal requirements concerning dangerous goods with regard to such on-going transport.
- (6) In case of the delivery of medical devices, the Supplier shall hand over the following to Siemens, within five calendar

days after the conclusion of the contract:

- manufacturer's declaration of conformity
- EC / EU declaration of conformity
- copy of the OGYÉI notification (if necessary)
- user manual in Hungarian
- label text in Hungarian
- product sample (photo which can be evaluated)
- name and registered office of the manufacturer
- product identifier
- EMDN code
- a duly signed declaration by the Supplier that in the event of a change in the above data, it shall notify Siemens in writing within five calendar days.

5. Invoicing

The original invoice and the documents proving the receipt by the Customer (handover-acceptance protocol, certificate of performance etc.) shall be submitted directly to the address denoted on the order or in the contract.. The order number, the contract number as well as the number of each position shall be indicated on the invoices. Failing this, the invoices shall not be payable.

6. Payment of Consideration

- (1) Unless otherwise agreed, payments shall be effected subject to the following terms and conditions: The payment period for the total gross amount shall be 60 calendar days following its receipt.
- (2) Precondition for issuing the invoice is that the deliveries or services have been performed completely, free from defects and deficiencies, i.e. in conformity with the contract. If the Supplier is to present documents within the framework of contract performance, such as performance protocols, material testing and measuring protocols, quality certificates or any other documents, the performance of deliveries or services will not be regarded as being in conformity with the contract as long as these documents are not handed over to the Customer. Performance protocols shall at all times be attached to the invoices, failing this, no payment shall be effected by the Customer. If the Supplier charges additional costs or defectively performs, the payment period shall be determined on the basis of the date when the deficiencies mentioned previously have been eliminated, that is when the performance is free from defects or the price differences have been clarified.
- (3) Payments shall not be regarded as an acknowledgement that the deliveries or services have been provided in conformity with the contract.

7. Guarantee, Warranty

- (1) Unless otherwise provided by provisions of law or the Parties, the Supplier shall provide a guarantee period of one year. The guarantee period shall commence on the date when the goods or services which are in conformity with the contract are received by the Customer at the place of performance specified by the Customer, or in the case of deliveries to be commissioned upon the handover-acceptance process following the commissioning.
- (2) At the discretion of the Customer, defects or deficiencies occurring during the guarantee period shall immediately be remedied by the Supplier at its own expense or the delivery or the service shall be reperformed, this time free from defects (or defected deliveries/services shall be replaced). This shall apply to deliveries as well where only random checks have been carried out.
- (3) Should the Supplier fail to remedy the defects or the deficiencies, or to replace defected deliveries or to reperform services within the appropriate period set by the Customer, or, should the Supplier fail to undertake the above, the Customer – at its own discretion – shall be entitled to
 - request a price reduction,
 - remedy defects or to carry out a new delivery at the Supplier's cost and risk, or to arrange for someone else to remedy these defects or to carry out a new delivery, or to
 - withdraw – wholly or partially – from the contract or from the order in question.

In each case, the Customer shall be entitled to demand that the Supplier compensates it for its losses.

- (4) Immediately upon delivery, the Customer shall examine whether the shipment corresponds to the quantity and the type of the products ordered, and whether any immediately recognizable external damages or other deficiencies can be detected. Should the Customer discover any deficiencies during these inspections, it shall inform the Supplier of such deficiencies. Should the Customer discover any deficiencies at a later date, it shall inform the Supplier the same way. Complaints concerning the deficiencies may be raised within one month following the delivery of the products or performance of the services, however, could the deficiencies not be detected during commissioning, processing or the first use, then within one month following their detection. In this regard – except for its obligation to perform the inspections and to notify the Supplier as mentioned above – the Customer shall have no further duties towards the

Supplier.

- (5) The costs and risks of remedying or replacing defective or deficient performances shall be borne by the Supplier.
- (6) Performances carried out in the course of remedying defects and deficiencies shall be governed by the above provisions as appropriate.
- (7) Warranty shall be governed by the relevant provisions of the Civil Code of Hungary.

8. Transferring Contractual Rights and Obligations to Third Parties

Without the prior written consent of the Customer, the Supplier shall not be entitled to transfer its rights and obligations arising from the contract to third parties. Should the Supplier transfer its rights and obligations arising from the contract without the prior written consent of the Customer to third parties, and thus fails to comply with this obligation, the Customer shall be entitled to withdraw from the contract wholly or partially, and to claim damages.

9. Materials provided

- (1) Any materials provided to the Supplier shall remain the property of the Customer, and the Supplier shall store, mark and handle them on its own responsibility, free of charge and separately. These materials may only be used with the prior consent of the Customer, for the purposes of the order placed by the Customer. For any amortization, deficiency or destruction or loss affecting the materials the Supplier is required to pay compensation. The above provision shall also be applicable to the miscalculated handing over of materials linked to the order.
- (2) Materials shall be processed or transformed for the Customer. Materials processed or transformed on the basis of the Customer's order shall remain property of the Customer. The Supplier shall retain the completed matter free of charge.

10. Termination of Contract

- (1) The contract will be terminated by the Customer's withdrawal from it.
- (2) The contract will be terminated if it is terminated by the Customer in writing with a notice period of 30 days (ordinary termination).
- (3) Following a substantial breach of the contract by the Supplier, the Customer may terminate or withdraw from the contract with immediate effect.
- (4) The Customer may withdraw from the contract at any time without any reason. In this case the Supplier shall be entitled to the purchase price of the goods already supplied or to the countervalue of the services provided, if the established facilities, the completed shipments or the performed services are accepted by the Customer, under the condition that the Supplier's claim for damages (irrespective of the type of damages, including consequential damages or damages for the loss caused to the subject matter of the service, or loss of profit, revenue forgone, loss of production, compensation for damage to third parties, penalties, reimbursement of the expenses, indemnification, etc.) shall be excluded.

11. Code of Conduct for the Supplier, Security in the Supply Chain

- (1) The Supplier notes that the Customer has entered into the individual contract with the Supplier exclusively under the condition that the Supplier shall undertake to comply with the obligations specified below and that it shall confirm it by signing the individual contract. The Supplier shall be obliged to fully comply with the applicable provisions of Hungarian law in the course of performing the contract, and it will not engage, actively or passively, directly or indirectly in any form of bribery, it will not violate the basic human rights of its employees and it will refrain from any form of child labour. The Supplier notes that it is responsible for its employees' compliance with the industrial safety rules and for the safety of the workplace. The Supplier will take responsibility for complying with the provisions of environmental laws, and it will make every effort so that the obligations specified in this paragraph are observed by its own suppliers and other contracting parties as well.
- (2) Should the Supplier breach these obligations, the Customer shall be entitled to withdraw from or terminate the contract without any further obligation. If the breach of the obligations can be remedied, the withdrawal from or the termination of the contract will only be possible once the conciliation meetings of the Parties proved to be unsuccessful even after a reasonable period of time.
- (3) The Supplier shall provide the required organizational instructions and take measures, particularly with regard to the following security areas: facility security, packaging and transport, business partners, personnel and information in order to guarantee the security of the supply chain in accordance with the requirements of the respective internationally recognized initiatives which are based on the WCO SAFE Framework of Standards (eg. AEO, CTPAT).

- (4) The Supplier shall protect the goods and services provided to the Customer or to third parties designated by the Customer from unauthorized access and handling. With respect to such goods and services the Supplier may only employ reliable personnel, and it shall require its potential subcontractors to take equivalent security measures.
- (5) The Supplier declares that it does not fall under any of the exclusion grounds contained in Sections 62 (1)-(2) of Act CXLI of 2015 on Public Procurement. The Supplier shall immediately inform the Customer in case of any changes regarding its declaration under this clause.

12. Tools, moulds, patterns, confidentiality, etc.

Without the prior written permission of the Customer the tools, moulds, patterns, models, profiles, drawings, standard sheets, printed documents and master patterns provided by the Customer as well as any objects manufactured by using them may not be assigned to third parties or used for other contractual purposes. The Supplier shall ensure that no unauthorized persons have access to or use these things. Should the Supplier breach these obligations, the Customer may demand that the things are released; however, this shall not have any effect on its other rights.

Without the prior written consent of the Customer, the Supplier may not make available any information, data or knowledge obtained from or relating to the Customer to third parties.

13. Protection of Environment, Occupational Health and Safety, Dangerous Goods

- (1) The Supplier shall perform its activities in accordance with the quality, environmental and occupational health and safety management system of the Customer.
- (2) The Supplier shall be familiar with the environmental effects and the occupational safety hazards of its own activities, and it shall comply with the applicable laws on the protection of the environment and the establishment of healthy and safe working conditions, with special regard to the laws listed below:
 Act CLXXXV of 2012 on waste management,
 Act LIII of 1995 on the general rules of environmental protection,
 Act LIII of 1996 on the protection of nature
 Act XXV of 2000 on chemical safety,
 Act XCIII of 1993 on occupational safety rules (AOS) and their implementing regulations and decrees.
- (3) If a product constituting the subject matter of the contract is an electric or electronic product and it falls within the scope of Government Decrees No. 197/2014. (VIII. 1.) and/or 374/2012. (XII. 18.), the Supplier shall ensure that the product complies with the provisions of these decrees.
- (4) The Supplier shall be responsible for the environmental damage and waste resulting from its activities. The Supplier shall arrange for the management of the waste from its activities (collection, registration, transportation) in accordance with the applicable provisions of laws.
- (5) In the course of performing its activities, the Supplier shall comply with the rules on environmental protection, occupational and fire safety. The Supplier shall ensure that proper headcount with the required (professional, occupational and fire safety) qualifications to perform the work and with valid medical authorization is available, it shall provide adequate personal protective equipment to perform the work, and additionally it shall guarantee that it will only use work equipment specified in Paragraph (3) Section 23 of the AOS during building works.
- (6) The Supplier shall ensure that the information necessary to comply with the requirements are submitted to its employees.
- (7) The Customer shall be entitled to inspect the Supplier at any time with respect to its compliance with environmental, occupational and fire safety requirements. Should the Customer detect any major non-conformities in the course of the inspection (endangering fellow workers or the environment, performing work at a height without protective equipment, irregular crane operation, consumption of alcoholic drinks), it shall be entitled to stop the works until the deficiencies/non-conformities are eliminated. No disadvantages arising from stopping the works (late performance) and falling within the responsibility of the Supplier may be shifted on the Customer.
- (8) Should the shipment contain goods which – according to international regulations – are classified as dangerous goods, the Supplier shall inform the Customer of this fact in a form agreed by the Supplier and the Customer, but in each case no later than the date of order confirmation.
- (9) Should the Supplier deliver goods the components of which are listed on the “Restricted and Declarable Substances List” (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) at the date of the respective order, or, are subject to statutorily imposed restrictions and/or requirements to provide information (e.g. REACH, RoHS), the Supplier shall declare such substances in the web database of BOMcheck (www.BOMcheck.net) no later than the date of the first delivery of the products. The foregoing shall only be applicable in connection with the laws which are in force at the registered seats of the Supplier or Siemens, or at the place designated by Siemens for delivery.

14. Proviso Clause

The fulfilment of the contract by the Customer is subject to the proviso that the fulfilment is not hindered by national or international legal requirements for foreign trade, or embargos (and/or any other sanctions).

15. Regulations Relating to Export Control and Foreign Trade Data

With respect to all products to be delivered and all services to be provided on the basis of this contract, the Supplier shall comply with all applicable regulations for export control, customs and foreign trade (hereinafter referred to as "Foreign Trade Regulations"). Within two weeks of receipt of the order or in the case of any changes immediately, the Supplier shall advise the Customer in writing of any information or data which are required by the Customer to comply with all Foreign Trade Regulations of the exporting and importing countries – in the case of resale with those of the reexporting countries – which relate to products and services. Such data are particularly those listed below:

- all applicable export list numbers, including the Export Control Classification Number (ECCN) in accordance with the U.S. Commerce Control List;
- the statistical commodity code in accordance with the valid commodity classification for foreign trade statistics and the HS (Harmonized System) coding;
- declaration on the preferential origin issued by the country of origin (non-preferred origin) and by the Supplier upon request of the Customer (for European suppliers) or preferential certificate (for non-European suppliers).

Should the Supplier breach these obligations, it shall bear all costs and damage thus incurred by the Customer, unless the Supplier is not responsible for breaching the obligation.

16. Insolvency of the Supplier

If the Supplier has suspended payments, or if the Supplier becomes subject to bankruptcy or liquidation proceedings by legally binding court decision, the Customer shall be entitled to withdraw from or terminate the contract and/or any purchase order issued on the basis thereof. In the event of termination or withdrawal and subject to the payment of a reasonable amount, the Customer shall be entitled but not liable to make use of the facilities established, shipments completed, or services performed by the Supplier.

17. Court, Governing Law, Closing Provisions

- (1) Unless otherwise provided for in the contract, for any legal disputes arising from the contract or these General Conditions of Purchase that form a part thereof, the Parties shall apply Hungarian law and the court of Hungary shall have sole jurisdiction to decide the dispute. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
- (2) By conclusion of the contract the Parties shall accept that they do not necessarily have the same rights and obligations. After careful consideration the Parties have concluded the contract expressly with this intention and at the same time, they exclude the right to have a transaction set aside for gross disparity in the values exchanged.
- (3) By accepting the order and/or by the conclusion of the contract, the Supplier shall expressly waive its potential right to enforce its possibly arising claim(s) for damages against the managing directors of the Customer.
- (4) A practice well-known for and regularly used in the given business segment by the parties to a contract with similar nature shall only become part of the agreement concluded between the Supplier and the Customer, if this is expressly agreed upon in writing between the Supplier and the Customer.
- (5) With the exception of damage caused intentionally or injuries caused to life, physical integrity or health, the liability of the Customer shall be excluded for damages of any kind, whether direct damages, damages caused to the subject matter of the contract, or indirect, consequential damages, or loss of profit, revenue forgone, loss of interest, loss of data, loss of information, business downtime, penalty or compensation payable to third parties downtime in production, downtime in manufacturing, etc.
- (6) Issues not regulated by these General Conditions of Purchase shall be governed by the provisions of the Civil Code of Hungary.
- (7) By accepting the order and/or simultaneously with the conclusion of the contract, the Supplier declares that it has understood the Customer's Code of Conduct and regards it as accepted, the currently valid version thereof is available at <https://www.siemens-healthineers.com/hu/general-terms>.