

# Hardware Installation Terms

(Version: 01.01.2025)

These Hardware Installation Terms govern the installation of Hardware in addition to (i) the Commercial Form and (ii) the General Terms and the Supplemental General Terms (together “Terms”) if installation is agreed in the Commercial Form. These Hardware Installation Terms shall be read as complementary to the Terms and prevail in case of conflict.

## 0. Definitions

- 0.1. “Latent Conditions” means physical conditions on site and near its surrounds which differ materially from the physical conditions which should have been reasonably anticipated by Siemens Healthineers at the date of the Agreement if Siemens Healthineers had inspected the site and its near surrounds.

## 1. Site Preparation

- 1.1. Unless otherwise agreed between Siemens Healthineers and the Customer, the Customer shall give Siemens Healthineers at least one month’s prior written notice of the date upon which access to the site will be available to Siemens Healthineers for performance of the work.
- 1.2. The installation of Hardware requires support and careful preparation of the relevant site by Customer. Siemens Healthineers does not provide architectural or construction services unless otherwise agreed in a separate written agreement subject to additional fees. Siemens Healthineers, at its sole discretion, is entitled but not obliged to indicate the required room dimensions and safety clearances and provide drawings as planning aid for Customer in particular for mechanical installations, electrical installations as well as water and compressed air installations. If required, such drawings shall indicate the weights and thermal values of the Hardware. Customer shall verify and provide Siemens Healthineers with any required documents and technical data, including the planned operating conditions, in a timely and complete manner. In addition, Customer shall inform Siemens Healthineers in good time about any sources of interference, e.g., power current lines, magnets, or high-frequency generators, which may have an external effect on the rooms in which the Hardware will be operated.
- 1.3. Customer is responsible for any site preparations, including seismic site preparations if applicable, checking the statics and compliance with the planned operating conditions and, if necessary, appropriate air-conditioning. Customer shall ensure that such site preparation works are carried out and monitored in good time and in compliance with the required room dimensions and safety clearances, drawings and any information provided by Siemens Healthineers, and any applicable legal provisions (e.g., X-ray Ordinance, Radiation Protection Ordinance, building code) and generally recognized technical rules (e.g., VDE regulations, DIN standards). Customer shall only commission technically competent companies with the execution and supervision of such site preparations.
- 1.4. The Hardware is usually delivered by truck. Customer shall ensure unrestricted accessibility of transport routes at Customer’s site and the provision of special means of transport (e.g., mobile crane) if their use is required due to the site conditions. The transport routes within the building (corridors, stairways, preferably elevators, doors) must allow unhindered transport to the installation site.
- 1.5. Customer is responsible for ensuring that the building, utilities, lighting, ventilation, air conditioning, mounting facilities, grouting of the subbase frame, power-, water-, compressed-air- and telecommunication connections, special plumbing and humidity controls, all necessary radiation shielding and other radiation related requirements in compliance with applicable law and regulation and all other site preparations required by Siemens Healthineers drawings and documents, are completed and functional at the agreed date for start of installation. The rooms must be dust-free and securely lockable, heating during

the heating period must be available and Customer must ensure that no other work is carried out in the rooms to be set up by Siemens Healthineers from the beginning to the end of installation.

- 1.6. If Siemens Healthineers (at its own discretion) considers any of the installation site(s) as inadequate for the installation of the Hardware, Customer shall either (i) promptly rectify any inadequacies in accordance with Siemens Healthineers’ direction or (ii) expeditiously propose and prepare an alternative installation site which shall be subject to the approval of Siemens Healthineers.
- 1.7. Siemens Healthineers shall promptly notify the Customer upon becoming aware of any Latent Conditions while carrying out the work. To the extent Siemens Healthineers is able to address the impact of the Latent Condition, Siemens Healthineers shall give details of the Latent Condition encountered and the additional work, resources, time and cost which Siemens Healthineers estimates to be necessary to address the Latent Condition. The Customer shall pay Siemens Healthineers the reasonable increased cost incurred by Siemens Healthineers as a result of the Latent Condition and shall grant Siemens Healthineers any reasonable extension of time to install the Deliverable as deemed necessary by Siemens Healthineers. The Customer shall be responsible to address Latent Conditions which may relate to asbestos.
- 1.8. Siemens Healthineers shall not be liable for any loss, damage or impact in the performance of the Deliverable arising directly or indirectly from a Latent Condition.

## 2. Scope of Installation Services

- 2.1. Installation Services include unpacking and (to the extent applicable) assembling the Hardware, connecting it to the supply lines and utilities to be installed by Customer, calibration except as stated in Section 3 and system start up.
- 2.2. Customer is responsible for the laying of power lines, the wiring and laying of cables for transmitting digital information which are not part of the Hardware, the installation of fuse boxes, switches (for example main, fault-current, emergency cut-off switches), illuminated signs, transformers with isolated windings and isolated monitors, the introduction of cable ducts, installation floors and piping according to the drawings provided by Siemens Healthineers; the same applies for the production and fitting of special structures for attaching units to ceilings, false ceilings, floors and walls as well as the placing of high load dowels.

## 3. Specific Customer Obligations during and after Installation

During installation of linear accelerators or treatment planning software, Customer shall be responsible for all calibration activities unless otherwise agreed in the Commercial Form. After product acceptance, Customer shall be responsible for testing and calibrating the product on a regular basis. Customer also shall be responsible for conducting any radiation surveys required by applicable law or regulation or necessary to establish that radiation does not exceed safe levels.

## 4. Additional Charges

If installation Services are performed outside the normal working hours of Siemens Healthineers or must be interrupted for reasons attributable to Customer, Siemens Healthineers shall be entitled to charge additional costs. Customer shall also bear any additional costs caused by delivery to floors not on grade with access points or additional efforts due to incomplete

information provided by Customer. Besides, Siemens Healthineers shall be entitled to separately invoice radiation protection calculations or any other additional work performed by Siemens Healthineers at Customer's request. The same applies in case of any subsequent deviations of site conditions or other scope changes as compared to the status presented to Siemens Healthineers upon the execution of the Agreement. Any additional cost shall be charged at Siemens Healthineers' current rates.