

**GENERAL TERMS OF PROCUREMENT**  
**SIEMENS HEALTHCARE d.o.o., Heinzlova 70a, Zagreb**  
**(OIB: 97824531898)**

**1. Implementation of the General Terms**

- 1.1. Siemens Healthcare d.o.o., of Zagreb, Heinzlova 70a, OIB: 97824531898 (hereinafter: SIEMENS/ the Client/ the Company) is a trading company whose core activities are the installation, repair and maintenance of machinery and equipment, wholesale trade in medical products, retail trade in medical products, importing of medical products, production or manufacture of medical products and other activities registered in the Court Registry of the Commercial Court in Zagreb.
- 1.2. These General Terms of Procurement apply to all orders (procurement of goods and services) from Siemens Healthcare d.o.o., Heinzlova 70a, 10000 Zagreb and other companies that are members of the Siemens group.

**2. Offer and order**

- 2.1. All offers drafted and submitted by the Supplier to the Client for the procurement of goods or services are considered to be provided free of charge. The Supplier expressly accepts that neither its participation, nor any of its costs relating to its participation in the bidding process or its response to the Client's request to submit an offer shall be compensated in any way. The Client shall not be obliged to issue the order solely because it has received an offer from the Supplier or because it has invited the Supplier to participate in the bidding process or to respond to the request to submit an offer.
- 2.2. These General Terms of Procurement shall become an integral part of the contract after the Supplier accepts the order i.e. when, pursuant to Article 3.1. of the General Terms, it is deemed that the Supplier has accepted the order. Orders are valid if they are drafted in writing and duly signed by the Client. The Client may also send an order by electronic data interchange (EDI) provided that this is expressly agreed in writing between the SIEMENS and the Supplier.
- 2.3. Only such orders written on the official form of the Client, approved by the responsible representative of the Client and issued by the Client in writing shall be binding. Oral and telephone orders, as well as amendments and alterations to orders already made, must be confirmed in writing by the Client. The order date is the date specified on the order, or in the case of an oral order the date stated on the written confirmation of the order.
- 2.4. The Supplier may use subcontractors to perform all or part of its obligations under the order if it has previously received express written approval from SIEMENS.

At the request of the Client and after the submission of the order, the Supplier must notify the Client in the shortest possible time of the subcontractors and previous suppliers that are related to the execution of the contract. This does not result in a legal relationship between the Client and the subcontractor or the previous subcontractors of the Supplier. The Supplier warrants for the subcontractors and the previous suppliers as for its own activities or as if it has procured the subject of the order completely by itself.

**3. Confirmation and cancellation of the order, general terms of the Supplier**

- 3.1. The Supplier must confirm or reject the order in writing immediately or within 3 days from the date of receipt of the order at the latest. The order may be confirmed or rejected by electronic data exchange (EDI) provided that this is expressly agreed in writing between SIEMENS and the Supplier. In the event that the Supplier fails to respond and/or begin to perform the service in the given time period, it shall be deemed that the Supplier fully agrees with the order and has accepted it in its entirety.
- 3.2. By virtue of the confirmation of the order pursuant to Article 3.1. of these General Terms, the Client and the Supplier enter into a contractual relationship and have the rights and obligations established by the

order and these General Terms. A written contract will only be concluded in exceptional circumstances for specific procurement cases that require higher standardisation and additional regulation.

- 3.3. SIEMENS reserves the right to revoke the order, for which SIEMENS does not have to pay any compensation, unless it has received a written confirmation or a refusal of the entire order from the Supplier within 3 days of the receipt of the order. It shall be considered that the revocation was timely if such notice was sent to the Supplier before SIEMENS received the order confirmation.
- 3.4. If the order confirmation deviates from the order, the Supplier must clearly state all such deviations in the order confirmation. SIEMENS shall be obliged to execute the obligations under these deviations only if it has given its express written consent. SIEMENS's unconditional acceptance of the goods delivered by the Supplier is not considered to be an acceptance of such deviations.
- 3.5. The General Terms and Conditions of the Supplier are not binding for SIEMENS, unless SIEMENS has given its prior written confirmation of acceptance. Any reference made by SIEMENS in its Order to the Supplier's offer or any other internal document of the Supplier shall not be considered as acceptance of the General Terms and Conditions of the Supplier. Any reference made by the Supplier in its offer or order confirmation to any internal documents of the Supplier shall not be considered as acceptance of the Supplier's General Terms and Conditions by SIEMENS.
- 3.6. The Terms and Conditions of the Supplier or any of its subcontractors, delivered in paper or digital form, together with the delivery of the software, are not binding for SIEMENS unless SIEMENS has given its prior written consent to it. This particularly applies if SIEMENS or a third party connected to SIEMENS (e.g. employees, consultants, SIEMENS customers) performs a procedure that under these conditions constitutes the basis for concluding the contract or if the software registration cards or other cards are sent to the Supplier.

#### **4. Delivery deadline, consequences of delay, control and storage**

- 4.1. Unless expressly agreed otherwise, the delivery deadline for the goods or services shall commence on the day of receipt of the order. If such deadline is not agreed or provided for in the order, the Supplier must deliver the goods or services immediately. Goods shall be deemed delivered on the date of receipt at the location specified by SIEMENS ("place of use"). If the delivery includes installation or assembly, the delivery date shall be the date of handover. During the handover, the Client and the Supplier shall draft and sign the handover record. In the event of a foreseeable delay of delivery, the Supplier shall without delay inform SIEMENS of this and of the final delivery deadline and in so doing request a decision from SIEMENS. In such a case, the deadline for the delivery of goods or services will be extended only if SIEMENS has expressly accepted such extension in writing.
- 4.2. SIEMENS shall be entitled to the right to calculate a contractual penalty in the amount of 0.5% of the total value of the order for each commenced day of delay of delivery of goods or services, up to the maximum amount of 10% of the total value of the order. The Client shall be authorised to pay the Supplier a fee reduced by the amount of the contractual penalty, whereby the obligations of the Client towards the Supplier shall be deemed to be fully paid. Such penalty applies regardless of the responsibility of the Supplier and without any proof of damages. SIEMENS reserves the right to be compensated for damages exceeding the amount of the contractual penalty. In the event of a delay, SIEMENS has the right to terminate the contract after the expiration of a reasonable additional deadline for delivery by the Supplier. This is also true if SIEMENS has so far readily accepted the delayed partial deliveries. In the case of a contract where the delivery deadline is of great importance, SIEMENS has no obligation to extend the delivery deadline. The consequences of termination are stipulated in Article 14.9. of these General Terms.
- 4.3. In the event of a delivery delay that has occurred due to the fault of SIEMENS, the agreed delivery deadlines will be extended in accordance with the agreement between SIEMENS and the Suppliers. SIEMENS shall not be liable for any form of damage suffered by the Supplier if the delay to delivery is due to the intentional or negligent action of SIEMENS.

- 4.4. In the event that during the delivery period it becomes obvious that the Supplier will not deliver the goods or services or fulfil the obligations within the agreed deadline, SIEMENS has the right to take all necessary measures to prevent the impending delay in delivery at the Supplier's expense and risk.
- 4.5. Delivery of goods or services prior to the agreed deadline is permitted only with the consent of the Client. All legal consequences, in this case also, begin to apply from the agreed deadline (payment deadline, guarantee, risk transfer, etc.). During the period leading to the agreed deadline, the Client is only subject to the guarantee of the depositor. In the case of early delivery, the Client reserves the right to charge additional costs to the Supplier, such as storage and insurance costs, as well as to make payment according to the agreed delivery date.
- 4.6. The Client has the right, subject to prior notice, to review the production facilities of the Supplier and its subcontractors as well as its previous suppliers, to be informed of the status and quality of works for which the order was made, and to receive the delivery at the Supplier's factory. The Supplier shall provide the Client and his end buyer/customer and/or professional supervision with the possibility of inspecting the production facilities of the Supplier and its subcontractors, if so required by the contract/order.
- 4.7. The Supplier shall be obliged to inform SIEMENS in a timely manner of all changes, including but not limited to bankruptcy, liquidation, status changes, etc., regardless of whether they may affect the execution of contractual obligations. In the event the Supplier breaches its obligation to notify SIEMENS of any changes that have occurred, SIEMENS reserves the right to terminate the contract as well as the right to receive compensation for any damage that would be incurred due to the failure to notify or due to untimely notification. The right to compensation in the latter case may be exercised by SIEMENS both in relation to the Supplier itself and in relation to the Supplier's legal representative in accordance with the applicable regulations of the Republic of Croatia.
- 4.8. In the event that the Supplier has assumed the obligation of providing training for the end user, such obligation shall be fulfilled within 5 days of the delivery of the equipment, or at the latest within the second deadline specified by SIEMENS. If, for objective reasons, the end-user training is not possible within the foreseen time, SIEMENS and the Supplier will agree on a new deadline, which will be confirmed in writing.

## **5. Dispatch, delivery, risk transfer, export control**

- 5.1. For deliveries involving installation or assembly as well as for services, the risk is transferred during the handover, which will be confirmed by a drafted and signed handover record; for deliveries that do not include installation or assembly, the risk is transferred when SIEMENS receives the delivery at the destination. If the registered address of the Supplier and the place of delivery are in the EU, Incoterms®2010 for DDP (Destination) shall apply. If in this case delivery to the construction site or directly to third parties is agreed, the Supplier shall bear the costs and the risk of unloading the goods. If the Supplier's registered address or the place of delivery are not in the EU, Incoterms®2010 for DAP (destination) shall apply. If in this case delivery to the construction site or directly to third parties is agreed, Incoterms®2010 DAT (Destination) shall apply.
- 5.2. Partial delivery as well as delivery less than or greater than agreed is only permitted if SIEMENS has previously given its express written consent. The goods are delivered to the department for handover of the goods at the place designated for delivery within the agreed time for the receipt of the goods in accordance with the order. Each delivery is accompanied by a delivery note containing the details of the net weight per item and the order number for the entire order. In the case of partial delivery, the risk of accidental failure and damage to the item will be transferred to the Client on the day of delivery of the goods in full or, in the case of a service, on the day of signing of the handover record, not at the time of partial delivery.
- 5.3. The cost of delivery shall be covered by the Supplier in full and such cost shall be contained in the price. All SIEMENS's requirements regarding the mode of transport, the selection of the carrier and the shipping regulations must be strictly observed. Unless SIEMENS asks for a specific mode of transport, the goods must be dispatched at the lowest possible cost. Otherwise, the Supplier will bear all possible negative consequences and additional costs. The Supplier shall bear the additional costs where the need

to comply with the delivery deadline requires that the goods be delivered by express delivery. If the agreed payment instruments (e.g. letters of credit) and shipping documents, in particular the data about the order, are missing or incomplete, SIEMENS has the right to reject the consignment at the expense and risk of the Supplier.

- 5.4. When delivering goods and services, the Supplier must comply with all legal requirements relating to export, customs and foreign trade ("FOREIGN TRADE REGULATIONS") and obtain the necessary export permissions, unless according to the relevant FOREIGN TRADE REGULATIONS SIEMENS or a third party is responsible for obtaining the necessary permissions rather than the Supplier.
- 5.5. The Supplier must provide SIEMENS as soon as possible, but in any case before the delivery date, with all the written information and data (for all items on the order confirmation, delivery note and the invoice) that are required by SIEMENS to comply with all the applicable FOREIGN TRADE REGULATIONS that regulate export and import as well as the re-export of goods and services, including for each item of goods/service the following "EXPORT AND FOREIGN TRADE CONTROL DATA":
- Export control classification code" according to the *U.S. Commerce Control List* (ECCN) if the Product is subject to US administrative export regulations; and
  - all the relevant export product inventory numbers; and
  - the statistical designation of goods according to the valid classification of goods for foreign trade statistics and the HS (Harmonized System) designation; and
  - country of origin (non-preferential origin); and
  - at SIEMENS's request: the Supplier's Declaration of Preferential Origin (for European Suppliers) or other preferential certificates (for non-European Suppliers)
- 5.6. In the event of a change of origin, the characteristics of the goods or the service, or the applicable Foreign Trade Regulations, the Supplier must update as soon as possible and send a written notice of export and foreign trade control data to the Client, no later than by the date of delivery. The Supplier shall be responsible for all the costs and/or damages incurred by SIEMENS and/or the end user due to the deficiency or incorrectness of the EXPORT AND FOREIGN TRADE CONTROL DATA.
- 5.7. Direct deliveries to SIEMENS customers or end users are sent as needed and at the sole request of SIEMENS, in neutral packaging and accompanied by shipping documents, in the name of and on behalf of SIEMENS. The Supplier must provide a copy of these delivery notes to SIEMENS immediately upon delivery and no later than 3 days after delivery.
- 5.8. No retention of the right of ownership of any nature by the Supplier shall be valid and any such retention shall be void without right of objection by the Client.
- 5.9. The price also includes the packaging. In specific cases where the Client has explicitly accepted the Supplier's offer in such a way that the price is quoted without packaging, the packaging is charged at the cost price (total cost of the product) and is stated separately on the invoices. Unless otherwise agreed by the Contracting Parties, the value of the packaging material returned by SIEMENS to the Supplier for reuse shall be paid by the Supplier. The Supplier shall be responsible for any damage caused by inadequate packaging. If delivering dangerous goods, the Supplier must comply with all the applicable legal provisions, in particular those relating to the type and marking of the packaging and the means of transport used.

## **6. Delay of execution, cancellation**

- 6.1. SIEMENS reserves the right to require the Supplier to postpone execution for up to three months at any time. If the execution of the contract is postponed for more than three months, SIEMENS shall be obliged to compensate the Supplier for only those costs that the Supplier can prove to have been incurred as a consequence of such delay and only for a period exceeding three months. SIEMENS shall not be liable towards the Supplier for any lost profit due to such delay. The Supplier may not claim compensation for costs incurred as a result of a delay that is shorter than three months, nor for costs incurred during the first three months if the delay lasted longer than three months. After the expiration of the postponement, the Supplier shall be obliged to deliver the goods or service without delay.

- 6.2. In the case referred to in Paragraph 1 of this Article, the Supplier warrants to the Client the possibility of storing the ordered items at its own risk and expense during a postponement period of up to 3 months.
- 6.3. SIEMENS also reserves the right to change the scope of delivery or services. The Supplier in this case is entitled to appropriate adjustments of the contracted price.

## **7. Invoicing**

- 7.1. The invoice must be delivered to the following address immediately upon the delivery of the goods or the provision of the service:  
Siemens Healthcare d.o.o.  
Heinzelova 70a  
10 000 Zagreb  
referencing the number of the contract/order and all other order and delivery information at the time of invoice issuance.

The invoice must contain all information stipulated by the VAT law. Any invoice that does not contain the compulsory data shall not be accepted or paid.

The invoices must be separate or drafted separately for each contract/order or delivery, so that they can be compared with the contract/order and so that the invoices can be uniquely associated with them. The total of the invoice, or individual invoice prices, must match those of the contract/order. The number of pieces, amounts and quantities must be in accordance with the actual scope of delivery or service provided. Only the invoices issued in accordance with these criteria shall serve as a basis for payment. In the case of provision of work and installation services, the invoice must be accompanied by handover records with work records signed by the responsible persons of the Client and the Supplier. The invoices relating to goods for which export permissions are required must contain all the required information.

- 7.2. The Client reserves the right to return the invoices without accepting them if they do not meet its requirements, in particular those terms pertaining to contract/order information or tax regulations. In this case, the invoices shall be returned unprocessed and it shall be deemed that the invoices were not received. Electronic invoices shall be acceptable only if forwarded to SIEMENS through EDI.

## **8. Price, payment terms and offsetting**

- 8.1. The price of ordered goods or services after the order confirmation is unchangeable and SIEMENS shall not be obliged to cover any increase in the price of goods, services, delivery and packaging costs.
- 8.2. The period in which the invoices must be paid begins upon SIEMENS's unconditional acceptance of the delivered goods or services and upon the receipt of a properly issued invoice. If the Supplier is required to provide material tests, quality records or quality control documents or any other documentation, or to conduct training for the end users, it shall be deemed that the goods and services are fully delivered after the receipt of such documentation.
- 8.3. Unless otherwise agreed, the payments shall be made within 60 days or within 30 days reduced at a discount of 3%, as chosen by SIEMENS, starting from the fulfilment of the conditions referred to in Article 8.2. of these General Terms and Conditions. SIEMENS is entitled to deny payment until any shortcomings observed are remedied. For the duration of the warranty period, SIEMENS may deny up to 10% of the contract value in the form of a non-interest-bearing guarantee deposit. Payment shall not be considered to be a confirmation that the goods or services have been delivered in accordance with the contract, nor a waiver of any rights to which SIEMENS is entitled. It shall be deemed that payments were made in a timely manner upon the execution of the transfer order at SIEMENS's bank before the payment due date. The Supplier shall cover the bank fees arising at the receiving bank. If for any reason the agreed collateral is not (or is no longer) available, the Supplier shall be obliged to provide an equivalent security to SIEMENS.
- 8.4. SIEMENS has the right to offset claims of its affiliated companies against the Supplier's claims.

SIEMENS has the right to offset claims by the Supplier against claims owing to the Supplier by SIEMENS.

The Supplier has no right to offset claims by SIEMENS against claims owing to the Supplier by SIEMENS.

**9. Handover, notification of defects, responsibility for defects, responsibility for the products, intellectual property rights, quality assurance**

- 9.1. The receipt or temporary use of the delivered goods or services provided or the payment for such goods and services does not constitute acceptance or waiver of rights to which SIEMENS is entitled. The confirmation of receipt issued by the SIEMENS's department for the receipt of goods does not represent SIEMENS's final acceptance of the delivered goods.
- 9.2. The goods are handed over (received) and within a reasonable period of time after the receipt are examined to ascertain whether they are complete or have any visible deficiencies. If a random check reveals that parts of the delivered goods do not meet SIEMENS's requirements or do not have the required quality necessary for the market, SIEMENS may completely reject the delivered goods or services. SIEMENS will notify the Supplier of any noticed shortcomings as soon as possible.
- 9.3. The Supplier warrants to the Client that it will use the best, suitable and brand new materials, manufacture the products appropriately and in accordance with the basic technical drawings and will ensure that they are properly assembled. The warranty period provided by the Supplier for goods and services is at least two years. The warranty period for products and services that become a fixed part of a building or land is at least three years. The warranty period for replacement products shall restart after the correction of the deficiency reported by SIEMENS. The warranty period for delivered goods begins with the installation or assembly of the delivered products, for services after their handover, for delivered goods that do not include the installation or assembly after the delivery to the destination, and for hidden defects after they are noticed. The warranty period for goods delivered to the locations where SIEMENS uses the Supplier's goods for the execution of a contract outside its premises begins with the handover of services provided by SIEMENS to its client. It shall be deemed that this time limit is observed if SIEMENS has exercised its right to claim on the basis of the Supplier's warranty in writing within the stated deadlines.
- 9.4. In the event of a dispute between the Client and the Supplier in terms of whether the case is covered by a warranty, the Supplier agrees to remedy the existing deficiencies at its own expense until the issue is resolved.
- 9.5. In the event of immediate danger (e.g. in order to protect the safety and health of people) or in the event that the Supplier fails to rectify the deficiency within a reasonable time, the Client is entitled to obtain the products without defects from third parties without prior notice and without prejudice to claims against the Supplier based on warranty, or to repair or have the deficient goods repaired at the Supplier's expense. The Supplier must compensate the Client for such repairs in full, even if such repairs exceed the amount of repairs made by the Supplier itself.
- 9.6. If the Supplier provides services or staff for designing, consulting, documentation and software services and staff, the Supplier fully guarantees the accuracy and integrity of the written and oral information and instructions within a period of two years from the date of delivery.

The Supplier is fully responsible for ensuring that all works and services performed as well as goods delivered do not in any way jeopardise the functionality of installed existing systems, and the existing installations and infrastructure in the premises where the goods are delivered and to ensure this in such a way that the existing infrastructure maintains the full functionality it had before the works began.

- 9.7. The subcontractors of the Supplier are considered to be those contractors for whom the Supplier is entirely responsible.
- 9.8. If a third party has any rights over the delivered items or any part thereof and takes recourse against SIEMENS for its claims or if they seize the delivered items from SIEMENS at their own choice, SIEMENS shall notify the Supplier thereof, in which case the Supplier shall be liable to SIEMENS for all damages.

- 9.9. SIEMENS may request that the Supplier either correct the deficiencies within the above-mentioned warranty periods at the Supplier's expense at the destination or provide goods and services free from defects within the specified period. SIEMENS is authorised to claim all the costs incurred in connection with the rectification of defects, e.g. installation and removal costs. SIEMENS has the right to charge a penalty of at least 0.5% of the total order value for each commenced calendar day of postponement until the commencement of defect rectification.
- 9.10. The Supplier shall promptly compensate SIEMENS for all inspection costs if inspection has established that there are deficiencies. In the event of an imminent threat, e.g. in order to avoid personal injury, or if the Supplier fails to rectify the defects within a reasonable time, SIEMENS has the right to procure the products without defects from third parties, without notice and without prejudice to its claims on the basis of the warranty given by the Supplier or to repair or have the goods with defects repaired at the Supplier's expense. The Supplier shall compensate SIEMENS for all the costs of such repairs, even if they exceed the cost of the repair arranged by the Supplier, without delay upon being informed by SIEMENS.
- 9.11. The Supplier is fully liable for any deadlines, deficiencies, poor quality and/or damages caused to SIEMENS and/or third parties or customers during the execution of the contract.

If there is any dispute between SIEMENS and a third party, i.e. the buyer, and/or the buyer and a third party for any reason whatsoever with regard to the services provided by the Supplier, the Supplier shall be obliged to intervene after receiving the first notification from SIEMENS and to fully protect the rights and interests of SIEMENS.

If the Supplier fails to comply with the provision of this Article and the said amount is paid to the Buyer and/or third party by SIEMENS, the Supplier shall be obliged to compensate SIEMENS for the entire amount paid, together with the interest, as well as to compensate SIEMENS for the damages suffered.

- 9.12. The Supplier shall be obliged, over the period of 11 years after the last delivery, at SIEMENS's request, to make available to SIEMENS the names of the manufacturers, importers, pre-suppliers, no later than two weeks after receiving such request. Furthermore, the Supplier shall immediately provide SIEMENS with appropriate evidence, such as production records and documents, indicating the processes of production and delivery and/or the date of manufacture or delivery, so that SIEMENS may be able to dispute the claims relating to liability for products. Furthermore, the Supplier is obliged to submit all the aforesaid documents to the court file in case of interference referred to in Article 9.11. of these General Terms and Conditions. In the event that SIEMENS has any obligations towards third parties due to the fact that the Supplier has not complied with the provisions of this Article, the Supplier is obliged to compensate SIEMENS for the entire amount paid, together with the interest, as well as to compensate for the damages suffered.
- 9.13. The plants or products supplied by the Supplier must have the required security features and must meet the applicable safety standards (in particular, valid site safety standards in the case of plants or parts thereof). In any case, the currently applicable technical rules have to be complied with. In particular, the applicable EU directives, the Croatian general product safety laws and any provisions (current, valid version) that are based on them, as well as the current version of the regulations, European standards, Croatian standards and other similar rules, must be respected. The plants, systems or products supplied by the Supplier must have CE markings as required by applicable EU directives and Croatian legislation. Upon delivery, the Supplier submits to SIEMENS the EC declaration of conformity together with short technical descriptions, as well as instructions and requirements for installation, if necessary. In addition, the Supplier must promptly notify SIEMENS about changes in materials, manufacturing processes, sub-suppliers' parts and EU conformity statements. When delivering equipment to be assembled by SIEMENS or a third party, the Supplier shall, to the extent practicable, hand over to SIEMENS the entire set of documentation required by SIEMENS, including the assembly schedules, data sheets, installation instructions, processing, storage, management and maintenance instructions, spare and non-consumable parts lists etc. The delivered products must be marked in the Croatian language and, if requested by SIEMENS, in other languages. The requirements and instructions must be in two copies in the Croatian language and, if requested by SIEMENS, in other languages.

- 9.14. SIEMENS reserves the right to request proof of the Supplier's Quality Assurance System and the Supplier's documentation of quality checks carried out at any time in order to carry out a validation check at the location of the Supplier. The Supplier shall compensate SIEMENS for the cost of the verification check if any deficiencies in the quality control system or the quality assurance documentation are found during the verification.

**10. Materials supplied by SIEMENS (for the purpose of finalisation of the service)**

- 10.1 The material supplied by SIEMENS remains the property of SIEMENS and should be individually stored, tagged and managed. At SIEMENS's request, the Supplier shall acknowledge the receipt of the material supplied by SIEMENS. The Supplier may use this material only for the purpose of executing SIEMENS's orders. The Supplier shall pay compensation to SIEMENS for any depreciation of value and loss. All claims by the Supplier for compensation in case of delayed delivery of such material are excluded, as well as any right of retention.
- 10.2. Immediately upon receipt of the material, the Supplier is required to warn the Client of any deficiencies in the materials which the Client has handed over to it, which it has noticed or should have noticed, otherwise it will be liable for damages to SIEMENS and third parties.

**11. Special conditions for hardware and software**

- 11.1. Unless otherwise agreed in the order, the hardware and software always make up a single product.
- 11.2. If the Supplier is to deliver software that has not been developed for SIEMENS, the Supplier grants SIEMENS a transferable and non-exclusive right to use the software. The duration of the right to use is not limited in cases where a one-time payment for the use of this software is agreed. For software products developed for SIEMENS, the Supplier shall provide SIEMENS with exclusive and transferable rights that are unrestricted in terms of time and shall prohibit the Supplier from using the software for any purpose. Unless otherwise agreed, the software is delivered along with the latest version of the source code. The Supplier is responsible for the installation of the software. After the installation of the software, the Supplier shall submit a data carrier that can be viewed on the SIEMENS system in the source code and the object code with the relevant documentation (content and structure of the data carrier, program and data flow charts, test procedures, test programs, error processing, etc.). In addition to this documentation, before acceptance, the Supplier shall submit to SIEMENS comprehensive user documentation in writing in the Croatian language and/or any language chosen by SIEMENS and in a sufficient number of copies.
- 11.3. Software developed for SIEMENS is explicitly accepted as a download record in written form, if it meets the agreed functional specifications. All repairs to be made by the Supplier will also be included in the download record. If SIEMENS does not accept the delivery within four weeks of the Supplier's notice about the readiness for download, or if SIEMENS refuses to download without stating a reason, the software will be deemed to have been accepted after at least four weeks of test work free of charge and if such test work has yielded satisfactory results and did not cause any error messages. In case of doubt, this period begins with the commercial use of the software by SIEMENS or SIEMENS's end-users, whichever is the latest.
- 11.4. During the warranty period, the Supplier shall make available to SIEMENS free of charge all the latest versions of the program in which any errors have been removed (updated versions). Furthermore, the Supplier shall provide SIEMENS with software maintenance at a competitive market price for at least five years from the date of download. Accordingly, the maintenance fees shall be reduced during the warranty period.
- 11.5. The Supplier shall inform SIEMENS – no later than by the order confirmation – whether the products and services are to be provided with open source software in accordance with the definition of the ifrOSS institute ([www.ifrOSS.org](http://www.ifrOSS.org)). If the Supplier notifies late or completely fails to notify SIEMENS that its services contain open source software, SIEMENS has the right to cancel the order. In this case, the Supplier is obliged to indemnify SIEMENS and release it from liability.



## **12. Special clause on planning activities**

- 12.1. All documentation, such as plans, designs and models, become the property of SIEMENS even in the event of early termination, cancellation or termination of the contract, and are to be submitted to SIEMENS on request. The Supplier grants SIEMENS exclusive, irrevocable sublicense right of use without any additional charge, unlimited in terms of content or time, together with the appropriate license to use the work resulting from this contract. SIEMENS is therefore authorised to use or otherwise use by implementation or realisation the drawings or other documentation without the participation or consent of the Supplier in their original or amended form.

## **13. Drawings, tools, auxiliary devices, consents**

- 13.1. The Supplier shall, free of charge, submit the drawings and technical solutions when necessary at the first written request of SIEMENS and without delay. All tools, forms, patterns, models, profiles, drawings, standard specification sheets, printing templates and materials supplied by SIEMENS, as well as all the materials resulting therefrom, shall remain SIEMENS's property and without the prior written consent of SIEMENS shall not be made available to any third party, nor be used for any purpose other than those contractually agreed. Tools, samples, etc. that are manufactured at SIEMENS's expense become its property upon payment.
- 13.2. All tools and related auxiliary devices, in the broad sense of the word, are clearly identified as SIEMENS's property and are protected from unauthorised access or use and are maintained and repaired, if and wherever applicable. They are to be returned after the execution or cancellation of the order. Subject to any other rights, SIEMENS may request compensation if the Supplier breaches the above obligations. The Supplier is not entitled to the right to retention.
- 13.3. The Supplier expressly declares that it has all the industrial authorisations as well as any other permits required to ensure the provision of services as agreed in the contract and will, upon SIEMENS's request, provide SIEMENS with such documents. If specific authorisations by governmental bodies, permits or handover procedures are required for the execution of the works, the Supplier shall obtain them at its own expense and in a timely manner.
- 13.4. In the event the Supplier fails to comply with the provisions of this Article, SIEMENS shall be entitled to compensation for the total damage it has suffered.
- 13.5. In any case, SIEMENS documentation may be made available to all affiliated companies of SIEMENS and to third parties to whom SIEMENS has transferred the fulfilment of the contractual obligation without the prior consent of the Supplier.

## **14. Inability to execute the order, cancellation and termination**

- 14.1. After a 3-day deadline and if the Supplier has not refused the Order in accordance with these General Terms, the Supplier is not entitled to cancel or withdraw from the order and delivery of the goods or services.
- 14.2. After confirming the order, SIEMENS has the right to cancel the contract in writing at any time without providing a reason, with a 8-day cancellation period.
- 14.3. In the event of termination of a contract, the Contracting parties shall draw up the Record in accordance with the provisions of these General Terms and Conditions and in the manner specified in these General Terms and Conditions. The authorised person of SIEMENS shall review the Record within 3 days from the date of signing and shall notify the Supplier of the undisputable parts of the service rendered. For the undisputed part of the services rendered, SIEMENS shall pay the Supplier compensation in accordance with the provisions of these General Terms and Conditions and in the manner specified in these General Terms and Conditions.

In this case, all of SIEMENS's obligations towards the Supplier are terminated and SIEMENS shall not be liable to the Supplier for any damages (in particular for lost profit).

14.4. In the event of a cancellation, and if SIEMENS has partially received the order, if the entire order is not functional or SIEMENS does not wish to retain the partial delivery, the consequences of the termination provided for in Article 14.9. of these General Terms and Conditions shall apply.

14.5. The reasons for terminating the contract concluded between SIEMENS and the Supplier, unless otherwise specified in the contract, are:

- inability to execute the order;
- delay of execution on the part of the Supplier;
- failure to execute or infringement of the contractual obligations of the Supplier and the obligations stipulated by these General Terms and Conditions
- other reasons stated in these General Terms and Conditions and/or contract.

Prior to the termination of the contract, the Party intending to terminate the contract shall warn the other Contracting Party in writing of its obligations and grant an additional appropriate deadline for the fulfilment of any contractual obligations, which may not be longer than 8 days.

If the contractual obligations are not fulfilled after the expiration of the adequate additional deadline, the other party shall have the right to terminate the contract.

The Contract Termination Notice shall be delivered in writing by registered mail to the address indicated in the contract concluded between SIEMENS and the Supplier.

14.6. If the contractual delivery of the subject of the contract becomes impossible for reasons solely attributable to the Supplier and in the event that SIEMENS has fulfilled all or part of its payment obligations, SIEMENS has the right to demand a refund of the amount paid, including interest and other charges, as well as the compensation of damages.

If the contracted delivery becomes impossible for reasons that are not the responsibility of any of the Contracting Parties, the mutual contractual obligations shall cease to be effective and the parties shall return to each other all items that they have received for the purpose of the execution of their contractual obligations.

In the event of a partial inability to execute the agreed delivery for which no party is liable, the Client shall be entitled to the right to terminate the contract if partial performance cannot achieve the purpose of the contract.

14.7. Regardless of its other rights, SIEMENS is entitled to the right to an instantaneous termination of the contract without the additional deadline for execution, as follows:

- a) if the delivery or the beginning or the continuation of the provision of services is not feasible for reasons attributable to the Supplier, or if the Supplier has still failed to fulfil its obligations even after the expiry of a reasonable period of time, or its behaviour shows that it will not fulfil its obligations even within a reasonable period of time.
- b) if a bankruptcy proceeding is initiated over the Supplier's assets or a request for initiating bankruptcy proceedings is refused because of the lack of sufficient assets; or
- d) if the extension of the delivery deadline amounts to more than half of the originally agreed delivery deadline;
- e) if it is found that the Supplier disclosed Confidential Data or otherwise violated the Provisions on the Keeping of Confidential Data;
- f) If the Contracting Party's corrupt behaviour can be related to the performing or carrying out of monitoring in the execution of a particular contract.

14.8. SIEMENS may partially terminate the still unfulfilled part of the delivery or service of a contract that has been fulfilled in a specific part, for the reasons set forth in paragraph 7 of this Article.

In the event of a partial termination of the contract, SIEMENS reserves the right to retain the part of the contract that has been delivered up to that time in order to settle its claims against the Client on the basis of the part of the delivery already paid.

14.9. Regardless of the reasons and the legal basis for the termination of the contract, the legal consequences of the termination of the contract are as follows:

- a) both Contracting Parties shall be released from their contractual obligations;
- b) the first obligation that becomes due is the payment of the compensation to SIEMENS together with the statutory default interest, then followed by the return of the delivered goods to the Supplier;
- c) until the Supplier pays the compensation to SIEMENS, SIEMENS reserves the right to retain the goods delivered by the Supplier;
- d) after the compensation has been paid together with the legal default interest, SIEMENS will return the delivered goods to the Supplier and the Supplier shall not be entitled to legal interest or any costs of use and/or utilisation of the delivered goods, any kind of damage (lost profit), and the Supplier shall bear the costs of handover, transportation, freight and other costs incurred during the return of the delivered goods to the Supplier;
- e) if at the time of termination of the contract there are any outstanding and valid invoices of the Supplier, SIEMENS has the right to offset such invoices against the damages and all other costs and any claims that SIEMENS has towards the Supplier. If, after offsetting, the damages suffered by SIEMENS are not settled in full or if the Supplier does not want to settle the damages amicably, SIEMENS shall be entitled to the right to collect its claims first in the manner specified in item f) of this Article and subsequently through the court;
- f) in the event that within 8 days of the termination of the contract, the Supplier fails to repay the compensation to SIEMENS or if no offset takes place, SIEMENS has the right to collect all its claims under the contract, plus the legal default interest, costs and any damage from the value of the delivered goods over which it has right of retention;

In the event of termination of this contract for reasons attributable to the Supplier, SIEMENS shall be relieved of any further obligations towards the Supplier, and the Supplier shall be liable towards SIEMENS for the total damage suffered. In doing so, the damages suffered shall include, without limitations, the cost incurred by SIEMENS for the purpose of engaging and paying the other Supplier to execute the services that the Supplier did not execute.

**15. Place of execution, applicable laws, jurisdiction, severability clause, right of retention**

- 15.1. The place of execution of the delivery or service is the destination location. For payment purposes, the place of execution is the registered seat of SIEMENS.
- 15.2. The law of the Republic of Croatia shall be applied, with the exclusion of trade customs and practices (trade practices), of any contrary rules of international private law and any rules of the Vienna Convention on International Trade in Goods from 1980.
- 15.3. Disputes, in particular concerning the execution of the contract or the requirements arising from the contract, shall be resolved solely before the court in Zagreb. However, SIEMENS will also have the right to initiate proceedings against the Supplier before any other court, e.g. before a court of general jurisdiction of the Supplier or before the court of arbitration if there is such an agreement between the Parties.
- 15.4. The Supplier shall compensate SIEMENS for any costs necessary to initiate the appropriate legal proceedings, in particular the legal fees and any costs incurred by SIEMENS prior to the proceedings.
- 15.5. If any of the provisions of these General Terms and Conditions or the Special Agreements and/or any additional clauses concluded in writing between SIEMENS and the Supplier becomes illegal, invalid or

unenforceable in any respect in accordance with applicable law, it will in no way affect the lawfulness, validity or enforceability of the other provisions of these General Terms and Conditions or of special and/or additional clauses between the Contracting Parties. In such a case SIEMENS and the Supplier will negotiate in good faith to replace any such illegal, invalid or unenforceable provision by a provision whose content will be in compliance with the applicable legal framework.

- 15.6. SIEMENS's obligation to comply with this Agreement is subject to the limitations that arise from the requirements of foreign and customs regulations from the Croatian and international law or any kind of embargo and/or other sanctions.

**16. Confidentiality, data protection**

- 16.1. Confidential Data is any information about SIEMENS in any form (including but not limited to, in the form of know-how, software code, workflow and methods of work, patents, inventions, written suggestions for improving working methods and participation in their use, plans, samples, equipment, reports, studies, drawings, schedules, specifications, technical information, databases, documentation, models, computer programs, correspondence between the Parties in connection with this contract or other business or technical information) that the Supplier learns about the business of SIEMENS in either written or oral form.

The term Confidential Data shall not include any information which, from the date of entry into force of the contract or subsequently, became publicly available by conscious disclosure of such information by SIEMENS.

- 16.2. The Supplier is required to keep and maintain Confidential Data in the strictest confidence for the sole and exclusive benefit of SIEMENS.

The Supplier must not, without a prior written approval of SIEMENS:

- use, publish, duplicate or otherwise make Confidential Data available for the benefit of SIEMENS;
- make any Confidential Data available to others or allow others to use, publish, duplicate or otherwise make available such Confidential Data for their benefit or to the detriment of SIEMENS.

The Supplier shall not disclose the names, addresses, e-mail addresses, phone numbers and facsimile numbers of any employee, associate, representative or third party with whom SIEMENS has any contractual relationship without the prior written approval of SIEMENS.

The Supplier must act with all professional due diligence in the keeping of the Confidential Data and, upon becoming aware of unintentional and unauthorised disclosures, shall notify SIEMENS thereof, who will then take any reasonable steps to mitigate the consequences of such disclosure and prevent any further disclosure of the data.

The Supplier must immediately return to SIEMENS all the records, notes and other written, printed or tangible materials in its possession that are related to Confidential Data, if SIEMENS so requests.

- 16.3. The same applies to personal data relating to SIEMENS or a third party in terms of information according to the Law on the Implementation of the General Data Protection Act ("Official Gazette", No.42/2018) or according to the Capital Market Act ("Official Gazette", "No. 65/2018), etc. that the Supplier has come into contact with in relation with the contract concluded with SIEMENS. The Supplier must protect such information and not allow such information to be made available to third parties, and oblige its employees who work on the tasks relevant for the contract to commit to the same level of confidentiality.
- 16.4. Data about the Supplier (trade registry data, address, telephone and facsimile numbers as well as other information needed for correspondence with modern communication tools, locations, contact persons, ordered goods and quantity of delivery goods) in the possession of SIEMENS in connection with the relevant business transactions will be automatically processed only for the purpose of execution of the contract, especially for the purposes of administration and invoicing. For technical reasons, such data may have to be stored on the servers of a company that is a member of the SIEMENS group.

- 16.5. By accepting the order, the Supplier expressly agrees that the data obtained from each business transaction and stored in accordance with Article 15.4. can be transferred to other companies associated with SIEMENS and listed in the current business report of SIEMENS d.d. available at [www.siemens.com](http://www.siemens.com), in particular to Siemens AG, Austria, for informational purposes (e.g. merging of orders) and within the reporting obligations of the SIEMENS Group for statistical and risk management purposes, and that such companies, as well as SIEMENS, may send information to the Supplier regarding the products or services in written form or by e-mail or by other means of communication (e.g. by telephone). Such consent may be revoked at any time in writing or by electronic mail.

**17. Information, material specification, RoHS, packaging, dangerous cargo**

- 17.1 Regardless of the statutory obligation to inform, the supplier must provide SIEMENS with all the necessary and useful information about the goods or services to be delivered, in particular the instructions for proper storage and safety data sheets in accordance with 91/155/EEC, 93/112/EC and 99/45/EC and other applicable regulations. Furthermore, the Supplier must also warn SIEMENS of the risks of hazardous waste or waste oil resulting from the goods delivered, and shall in particular provide information on their nature and possible disposal options. At SIEMENS' request and without special reimbursement, the Supplier shall be obliged to take back the waste from the proper use of the goods it has supplied or equivalent products, in the sense of the Sustainable Waste Management Act, which is, however, limited by the volume of goods delivered. If the Supplier refuses or is unable to process the waste, SIEMENS shall have the right to dispose of the waste at the expense of the Supplier.
- 17.2 The Supplier warrants that the goods delivered based on the order are in accordance with RoHS (Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment) and thus in accordance with the ROHS Directive on the restriction of the use of certain hazardous substances in Electrical and Electronic Equipment (Directive 2002/95/EC) at the point of delivery. If the delivered goods do not comply with RoHS standards, the Supplier shall compensate SIEMENS for all the damages resulting from such delivery without prejudice to the possible warranty claim of SIEMENS.
- 17.3 If the Supplier delivers legally permissible products which, however, due to the law are subject to restrictions in terms of the substance and/or obligations to give notification of the substances (e.g. REACH - Registration, Evaluation, Approval and Restriction of Chemicals), the Supplier must declare such substances in the BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) web site or in the format specified by SIEMENS before the first delivery of the product at the latest. The above applies only to the laws applicable at the Supplier's headquarters or SIEMENS's headquarters or at the place designated by SIEMENS as the place of delivery. Furthermore, the Supplier must in the aforementioned manner also report those substances which, at the time of the order, are listed in the current so-called "Siemens' list of materials that need to be declared".
- 17.4 If the delivery contains goods which are classified as dangerous goods in accordance with international provisions, the Supplier must notify SIEMENS at the latest in the order confirmation, in the form agreed between the Supplier and SIEMENS.

**18. Legal successors**

- 18.1. SIEMENS is authorised, at its sole discretion, to transfer the contract concluded with the Supplier, in whole or in part, or its individual rights and obligations under the contract, to any of its affiliated companies or any legal successor to SIEMENS's entire business or any part thereof. The said transfer will take effect after SIEMENS notifies the Supplier in writing about the transfer, and the Supplier, by signing the contract or by the confirmation of the order, agrees in advance to any such transfer of the contract or individual rights or obligations.

**19. Prevention of bribery and corruption**

- 19.1. The Supplier must notify SIEMENS at the time of submission of the offer at the latest if the Supplier or a member of its Management Board has been legally convicted for bribing an official in the last five years prior to the submission of a offer and notify SIEMENS without delay in writing if the Supplier or a member of its management has at any time between the submission of the offer and the handover of the delivered goods/services of the Supplier been prosecuted before any national court for bribing

officials in accordance with Article 9.2. This information is used to comply with the OECD Recommendations for Preventing Bribery and Corruption in relation to State Export Guarantees.

## **20. The Code of Conduct for the Suppliers, safety in the supply chain**

- 20.1. The supplier undertakes to comply with the laws of the applicable legal regime. The Supplier will neither actively nor passively, directly or indirectly participate in any form of bribery, breach of the fundamental rights of its employees or engage in child labour. Moreover, the Supplier shall assume responsibility for the occupational health and safety of its employees, shall respect environmental laws and, to the fullest possible extent, shall encourage and require compliance with the Code of Conduct by its suppliers.
- 20.2. The Supplier carries out all the necessary organisational instructions and measures, in particular in the area of protection of premises, safety of business partners, workforce and information, packaging and transport, in order to ensure security in the supply chain in accordance with the requirements of the relevant internationally recognised initiatives on the basis of the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier protects the goods and services to be delivered to SIEMENS or third parties designated by SIEMENS from unauthorised access and manipulation. For such deliveries of goods and services, the Supplier engages only the reliable staff and its potential subcontractors who are also obliged to take appropriate measures.
- 20.3. If the Supplier fails to comply with such obligations, then SIEMENS, without prejudice to its other rights, shall have the right to withdraw from the contract or to terminate the contract. If a violation of an obligation can be remedied, this right may be enforced only after the expiry of a reasonable time to remedy such violation during which no such remedy has taken place.
- 20.4. The Supplier is required to abide by the principles and conditions of the Code of Conduct for Siemens Suppliers and Third Party Agents, enclosed herein as Appendix 1 (hereinafter: Code of Conduct).
- 20.5. If Siemens so requests, the Supplier shall, at most once a year, provide Siemens (at its own discretion) with either (i) a self-assessment report in the form required by Siemens, or (ii) a written report approved by the Supplier, which describes the steps the Supplier has undertaken or will undertake to comply with the Code of Conduct.
- 20.6. Siemens and its authorised representatives, agents and/or third parties appointed by Siemens and acceptable to the Supplier are authorised (but not obliged) to conduct an inspection – including at the Supplier's premises – to check whether the Supplier complies with the Code of Conduct.

Inspection may only be carried out after prior written notice from Siemens, during regular business hours and in accordance with the existing Data Protection Act. In doing so, the inspection shall not interfere with the Supplier's business or violate any of the Supplier's confidentiality agreement with third parties. The Supplier will cooperate reasonably with any inspection being carried out. Each party shall cover its own expenses relating to such inspection.

- 20.7. Along with all the other rights and legal remedies to which Siemens is entitled, where (i) the Supplier repeatedly violates the Code of Conduct or (ii) the Supplier prevents Siemens from enforcing its right to carry out an inspection in accordance with the third paragraph of this Article, after warning the Supplier and granting it sufficient time and opportunities to remedy the violations, Siemens may terminate this contract and/or any order made under the contract, without any compensation.

Essential breaches include, but are not limited to, child labour cases, corruption and bribery, and non-compliance with the environmental protection requirements set by the Code of Conduct. The provision on granting additional time and opportunity to remedy the shortcomings does not apply to breach of the terms and conditions relating to employment of children specified in the Code of Conduct or deliberate non-compliance with the Environmental Protection Terms set forth by the Code of Conduct.

## **21. Occupational safety**

- 21.1. The Supplier shall comply with all the statutory provisions on occupational safety and shall make every effort to: a) eliminate the danger to the health and safety of the employees of the Supplier and the

- Suppliers' direct and indirect subcontractors in charge of the execution of works ("staff"); and b) ensure that no person authorised to be on site, including the staff, Siemens staff and visitors, is injured.
- 21.2. Prior to the commencement of the works, the Supplier will give SIEMENS a written risk assessment which a) analyses all potential health and safety hazards that might result from the performance of works, and b) determines the measures to address such hazards.
- 21.3. The supplier will ensure that all staff receive training specific to their place of work and that the same staff, prior to the commencement of the works, receive the appropriate personal protective equipment. The Supplier will ensure that staff use the personal protective equipment they receive and that they are kept in good condition at all times.
- 21.4. SIEMENS reserves the right, at its discretion and at any time, to remove any staff from the construction site and/or to suspend the execution of works for safety and health reasons, in which case SIEMENS shall bear no liability or any other consequences.
- 21.5. The Supplier will appoint an expert as its Environmental and Work Environment Representative (Supplier's EHS representative) and will ensure that the EHS representative of the Supplier is involved in safety discussions organised by SIEMENS from time to time.
- 21.6. The Supplier will regularly monitor compliance with the legal provisions as well as the provisions in the field of occupational safety stipulated by the contract by conducting site visits. In the near future, and before the visit is conducted, the Supplier will invite SIEMENS to take part in the visit. If the Supplier discovers any non-compliance with the provisions on occupational safety, it shall, without delay, comply with it and notify Siemens of the findings and the status of the steps it has taken to comply with such provisions.
- 21.7. At Siemens's request, the Supplier must immediately allow Siemens to access its documentation relating to occupational safety related to the works.
- 21.8. In the event of an incident leading to a) a death of any staff member or b) serious injury involving more than one day of inability to work of any staff member or c) more than three workers taken to hospital, the Supplier must immediately notify SIEMENS and without delay 1) conduct an analysis of the root cause of the incident, 2) determine appropriate measures to prevent similar incidents in the future, 3) define deadlines for measures to be implemented, and 4) provide SIEMENS with a written report detailing the root cause of the incident, implemented measures and defined deadlines. The Supplier shall support any further investigation carried out by SIEMENS.
- 21.9. In the event that SIEMENS produces a occupational health and safety document ("EHS Plan"), Siemens will provide the Supplier with a copy of it. The Supplier must confirm receipt of the document in writing, and proceed in accordance with the provisions contained therein. The same applies to any updates to the EHS plan that SIEMENS may implement when it deems it necessary. The Supplier will ensure that its direct and indirect subcontractors with whom it has contracted the execution of works are obliged to comply with the EHS plan and its amendments.
- 21.10. In addition to all other rights, in the event the Supplier breaches the legal and/or contractual provisions relating to occupational safety or frequently performs non-conforming works, including the provisions of this Article and the EHS Plan, SIEMENS may terminate this contract after the Supplier fails to remedy the violations identified within a reasonable period of time. In that case, Siemens will not be liable towards the Supplier or to any third party nor will there be any other consequence related to the termination of this contract.

## Appendix 1: Siemens Group Code of Conduct for Suppliers and Third Party Intermediaries

This Code of Conduct defines the basic requirements placed on the suppliers and third party intermediaries of the Siemens Group concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third party intermediary declares herewith to:

### Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.

### Human Rights and Labor Practices

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children or migrant workers, or of (indigenous) communities.

- Prohibition of Forced Labor
  - Neither use nor contribute to slavery, servitude, forced or compulsory labor and human trafficking.
- Prohibition of Child Labor
  - Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
  - Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.
- Non-Discrimination and Respect for Employees
  - Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, gender, sexual identity and orientation, marital status, religious conviction, or age.
  - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
- Working Hours, Wages & Benefits for Employees
  - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
  - Adhere to all applicable working-hours regulations globally.
  - Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
  - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.
- Health & Safety of Employees
  - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
  - Provide training to ensure employees are educated in health & safety issues.
  - Establish a reasonable occupational health & safety management system<sup>1</sup>.
- Grievance Mechanism
  - Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.

### Environmental Protection

- Act in accordance with the applicable statutory and international standards regarding the environment. Minimize environmental pollution and make continuous improvements in environmental protection.
- Establish a reasonable environmental management system<sup>1</sup>.

### Fair Operating Practices

- Anti-Corruption and Bribery
  - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.
- Fair Competition, Anti-Trust Laws and Intellectual Property Rights
  - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
  - Respect the intellectual property rights of others.
- Conflicts of Interest
  - Avoid and/or disclose internally and to Siemens all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
- Anti-Money Laundering, Terrorism Financing
  - Not directly or indirectly facilitate money laundering or terrorism financing.



➤ Data Privacy

- Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.

➤ Export Control and Customs

- Comply with the applicable export control and customs regulations.

**Responsible Minerals Sourcing**

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

**Supply Chain**

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

<sup>1</sup> [www.siemens.com/code-of-conduct/managementsystems](http://www.siemens.com/code-of-conduct/managementsystems)

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