

SIEMENS HEALTHINEERS

General Conditions of PURCHASE of Goods & Services

Version: March 2024

1 Definitions

- 1.1 “Affiliates” means any entity which is directly or indirectly controlling, controlled by or under common control with Siemens Healthineers.
- 1.2 “Conditions” means these terms and conditions for the purchase of Goods and/or Services which are incorporated into and form part of the Purchase Order.
- 1.3 “Contract” means the contract between Supplier and Siemens Healthineers for the supply of the Goods and/or Services to Siemens Healthineers.
- 1.4 “Delivery Date(s)” shall have the meaning given in Clause 6.1.
- 1.5 “Delivery Note” shall have the meaning given in Clause 6.12.
- 1.6 “End-User(s)” means any customer, end-customer or end user of the Goods and/or Services (as the case may be).
- 1.7 “Force Majeure Event” shall have the meaning given in Clause 15.1.
- 1.8 “Goods” means the products, goods or items which are the subject of the Contract and which may comprise, include or relate to Software.
- 1.9 “Intellectual Property Rights” means patents, copyright, trademarks, trade secrets, service marks, registered designs, design rights or other intangible property rights.
- 1.10 “Issued Material” includes but is not limited to samples, drawings, standard sheets, printing-copies, theories, models, profiles, tools, molds or other tooling, material, equipment, goods or articles or any property supplied or issued by Siemens Healthineers to Supplier to be used in fulfilment of Supplier’s obligations.
- 1.11 “Party” means Supplier or Siemens Healthineers and “Parties” means both of them.
- 1.12 “Purchase Order” means the purchase order (in Siemens Healthineers’ prevailing standard form) and the documents (if any) incorporated by express reference on the face of the Purchase Order, together with these Conditions and the “Code of Conduct for Siemens Suppliers and Third Party Intermediaries”.
- 1.13 “Purchase Price” shall mean the price at which the Goods and/or Services are sold by Supplier to Siemens Healthineers which shall be fixed and non-adjustable unless otherwise agreed to by Siemens Healthineers and shall include delivery and all other charges, which include, but is not limited to, the costs of transport, insurance and packing.
- 1.14 “Related Corporation” has the meaning prescribed under Section 6 of the Companies Act (Chapter 50 of Singapore).
- 1.15 “Services” means work and/or other services provided by Supplier which is the subject of the Contract and which may comprise, include or relate to Software.
- 1.16 “Siemens Healthineers” shall mean the Siemens Healthineers legal entity placing the order and named in the Purchase Order, that being a corporation duly registered and existing under the laws of Singapore.
- 1.17 “Software” means the software and/or firmware items which are comprised, included in or relate to the Goods or Services.
- 1.18 “Supplier” means the person, firm or company referred to on the face of the Purchase Order with whom the Contract is made by Siemens Healthineers.
- 1.19 “Supplier Operations” shall have the meaning given in Clause 21.2.
- 1.20 Any reference in the Contract to a statutory provision shall include that provision and any regulations made pursuant thereto which may from time to time be modified or re-enacted in accordance with the laws of Singapore. For the avoidance of doubt, such modifications or re-enactment of statutory provisions shall apply to the Contract prior to completion of the Contract, even if such changes in law only come into force after the execution of the Contract.
- 1.21 The headings in these Conditions are inserted for convenience only and shall be ignored in construing these Conditions. Unless the context otherwise requires, words (including words defined in the Contract) denoting the singular number only shall include the plural and vice versa.
- 1.22 No rule of construction applies to the disadvantage of a Party because that Party was responsible for preparing, or seeks to rely on, this Contract or any part of it.

2 Confirmation and Acceptance

- 2.1 The Purchase Order placed by Siemens Healthineers shall only be considered accepted and a Contract concluded between the Parties if Supplier has confirmed acceptance of the Purchase Order in writing within 5 days of receipt of the Purchase Order. For the avoidance of doubt, these Conditions shall apply to and are expressly incorporated into the Contract and no varying terms and conditions stated by Supplier in its written acceptance of the Purchase Order, including without limitation, those contained in any sale order or quotation or invoice or any other document of Supplier shall become part of the Contract and be binding upon Siemens Healthineers, unless it is specifically agreed to by an authorised representative of the Purchaser in writing.
- 2.2 This Purchase Order may be modified or canceled by Siemens Healthineers at any time prior to its receipt of written acceptance of the Purchase Order by Supplier.
- 2.3 Any alterations, amendments or additions to the Purchase Order or these Conditions shall only become part of the Contract if Siemens Healthineers accepts such alterations, amendments or additions in writing. In particular, Siemens Healthineers is bound by the terms and conditions of Supplier or any other terms and conditions from Supplier only to the extent that these are in accordance with these Conditions and/or if Siemens Healthineers specifically agrees to such terms and conditions of Supplier or any other terms and conditions in writing. The acceptance of deliveries or services or payments by Siemens Healthineers does not constitute such agreement.
- 2.4 Any provisions in other documents (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation

- and/or shipping documents) regarding legal terms, penalty, interest, liquidated damages, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions shall not be applicable.
- 2.5 Nothing in the Purchase Order and these Conditions shall prejudice any condition or warranty, expressed or implied, or any legal remedy which Siemens Healthineers may be entitled to in relation to the Goods and Services under any law, rules or regulation.
- 3 Price and Payment**
- 3.1 All prices shall be as stated in the Contract. The prices are fixed and include delivery and all other charges, which include, but is not limited to, the costs of transport, insurance and packing. The prices shall not be adjusted save as provided for in these Conditions.
- 3.2 Supplier represents and warrants that the price charged for the Goods or Services is the lowest price charged by Supplier to buyers of a class similar to Siemens Healthineers purchasing in quantities and under circumstances comparable to those specified in the Purchase Order.
- 3.3 All prices do not include goods and services tax ("GST") chargeable under the Goods and Services Tax Act (Chapter 117A of Singapore) which shall be added by Supplier at the rate and in the manner from time to time prescribed by law. Siemens Healthineers shall only be responsible for GST provided that Supplier has submitted appropriate information or documentation to allow Siemens Healthineers to recover such taxes as appropriate. Siemens Healthineers shall have no other or further liability to Supplier with respect to any tax, duty, levy or like imposition for which Supplier may be liable as a result of the supply of the Goods and/or Services. If Siemens Healthineers is required to withhold any tax or charge pursuant to any applicable law or regulation, Siemens Healthineers shall be entitled to withhold and deduct such tax or charge from the price before payment to Supplier.
- 3.4 Upon complete delivery of the Goods and/or Services in accordance with Clause 6 herein and due acceptance by Siemens Healthineers in writing, Supplier shall send to Siemens Healthineers a detailed invoice stating the reference number or the Purchase Order of the Goods and/or Services.
- 3.5 Unless otherwise specified in the Purchase Order, the payment term shall be ninety (90) days and shall commence from the time the Goods are delivered or Services are completed (as the case may be) and Supplier's invoice is received by Siemens Healthineers in accordance with Clause 3.4 above. Insofar as Supplier is required to provide material testing, test records or quality control documents or any other documentation, these requirements must be satisfied and are necessary preconditions for determining the completeness of delivery of Goods or performance of the Services.
- 3.6 If deficiencies are identified before or during the transfer of risk or during the warranty period, Supplier must at its own expense and at the discretion of Siemens Healthineers either (a) repair the deficiency; or (b) provide re-performance of Services; or replacement of Goods ("rectification"). This provision also applies to deliveries subject to inspection by sample tests. The discretion of Siemens Healthineers shall be exercised fairly and reasonably. Siemens Healthineers shall be entitled to set off or withhold any payments for reasons of deficiency and the payment term shall commence after the complete rectification of any deficiency.
- 3.7 Siemens Healthineers shall be entitled to set off against the price any other sums owed to Siemens Healthineers by Supplier.
- 3.8 Payment shall be deemed overdue only if Siemens Healthineers fails to pay in response to a payment demand received after payment becomes due.
- 3.9 Payment by Siemens Healthineers does not constitute an acknowledgement or acceptance that the Goods and/or Services were provided by Supplier in accordance with the Contract.
- 4 Purchase Orders & Variations**
- 4.1 Without prejudice to Clause 16.1, Siemens Healthineers may cancel the Purchase Order if Supplier has not confirmed acceptance of the Purchase Order in writing within 5 days of receipt of the Purchase Order.
- 4.2 If Supplier's confirmation varies from the Purchase Order, Siemens Healthineers shall be bound thereby only if it agrees to such variation in writing. For the avoidance of doubt, neither the acceptance of delivery of the Goods or Services nor payments made shall constitute approval or agreement of any such variation.
- 4.3 Any variations to the Purchase Order shall only be effective if Siemens Healthineers confirms such variations in writing. Additional expenses shall be reimbursed and additional remuneration paid only if the payment has been expressly agreed in writing by means of an addendum to the Purchase Order or the revised Purchase Order before the commencement of execution of additional services or provision of additional goods triggering additional expenses or remuneration, otherwise Supplier loses its rights to make any claims towards Siemens Healthineers.
- 4.4 If, at any time during the course of the Contract Siemens Healthineers wishes to vary the Goods and/or the Services ordered, it shall notify Supplier. Upon receipt of such notification, Supplier shall within 14 days provide a written statement of the amount of the following by which such variation would increase or decrease:
- (i) the dates, timescales or milestones; and
 - (ii) the charges,
- which have been agreed in the Contract, and such other information as Siemens Healthineers may reasonably require.
- 4.5 The implementation of any variation to the Goods and/or Services shall be subject to the prior written agreement of the Parties, and the issuance of a revised Purchase Order or an addendum to the Purchase Order (as the case may be). Supplier shall not undertake any such variation unless specifically instructed to do so by Siemens Healthineers.
- 4.6 If any change directly affects the prices or delivery schedules of the Goods or Services, an equitable adjustment may be made provided that such equitable adjustment is documented in writing and signed by the authorised representative of each Party. If, after reasonable and good-faith efforts, the Parties are unable to agree upon the amount of the adjustment, Siemens Healthineers may terminate, without any charge or liability, the Contract as to all the Goods and Services affected.
- 4.7 Supplier shall not, without the prior written consent of Siemens Healthineers, make any process or design changes affecting the Goods or Services.
- 5 Export Control and Foreign Trade Data Regulations**
- 5.1 For all Goods to be delivered and Services to be provided according to this Contract, Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless Siemens Healthineers or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

- 5.2 Supplier shall advise Siemens Healthineers in writing as early as possible, but not later than two (2) weeks prior to the Delivery Date(s), of any information and data required by Siemens Healthineers to comply with all Foreign Trade Regulations for the Goods and Services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide Siemens Healthineers for each Good and Service:
- (i) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Good is subject to the U.S. Export Administration Regulations; and
 - (ii) all applicable export list numbers; and
 - (iii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
 - (iv) the country of origin (non-preferential origin); and
 - (v) upon request of Siemens Healthineers: Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).
- (collectively, "Export Control and Foreign Trade Data")
- 5.3 In case of any alterations to origin and/or characteristics of the Goods and/or Services or to the Foreign Trade Regulations, Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 2 weeks prior to the Delivery Date(s). Supplier shall be liable for any expenses and damage incurred by Siemens Healthineers due to the lack of, or inaccuracy of, the Export Control and Foreign Trade Data.
- 6 Delivery and Delays, Marked Goods, Title and Risk**
- 6.1 The Goods and/or Services shall be delivered on the date(s) (the "Delivery Date(s)"), at the rates and locations specified in the Purchase Order. Where more than one date is specified at the item level for the delivery of the Goods and/or Services, or part thereof ("Item Level Delivery Date"), each of these Item Level Delivery Dates shall be regarded as a Delivery Date for the purposes of these Conditions, and all clauses in these Conditions shall apply in full to each Item Level Delivery Date, unless expressly provided or the context otherwise requires. Delivery may be direct to End-User(s) if so specified on the Purchase Order. Siemens Healthineers may delay or alter such dates, rates and destinations upon giving Supplier reasonable notice in writing of such alterations.
- 6.2 Goods marked with any mark used or owned by Siemens Healthineers or End-User(s) shall not be disposed of to any third party or used by Supplier without the prior written consent of Siemens Healthineers. Any processing, alteration, or transformation of Siemens Healthineers provided material shall only be had and take place at the instruction of, and for Siemens Healthineers. Siemens Healthineers shall, however, immediately become owner of the new or transformed product regardless of whether or not the new or transformed product has been made at the instruction of Siemens Healthineers. Should this be impossible for legal reasons, Siemens Healthineers and Supplier hereby agree that Siemens Healthineers shall be the owner of the new product at all times during the processing or transformation. Supplier shall keep the new product safe for Siemens Healthineers at no extra cost and in so doing exercise the duty of care of a merchant.
- 6.3 Any shipment terms quoted by Supplier in relation to the delivery of the Goods shall be in accordance with Incoterms 2020 or its latest version as from time to time modified, supplemented or revised ("Incoterms").
- Siemens Healthineers shall stipulate the applicable Incoterms in the Purchase Order and Supplier shall comply with the same.
- 6.4 The obligations to deliver the Goods and Services by the relevant Delivery Date(s) are separate obligations of Supplier. Time is of the essence in respect of the Delivery Date(s). Failure to meet the Delivery Date(s) specified on the Purchase Order shall constitute a breach of the Contract. Supplier shall promptly give Siemens Healthineers notice of any prospective failure to deliver the Goods or Services by the Delivery Date(s). If only a portion of the Goods or a part of the Services can be delivered on the Delivery Date(s), Supplier shall deliver the available Goods or Services unless otherwise directed by Siemens Healthineers. Partial deliveries shall be deemed late deliveries and be considered completed only when all the Goods or Services are delivered.
- 6.5 If Supplier (including reasons attributable to Supplier's sub-suppliers or subcontractors and their respective sub-suppliers and subcontractors, or to Supplier's business partners and their respective sub-suppliers and subcontractors), fails to deliver the Goods or Services in accordance with the Contract, or fails to deliver by the Delivery Date(s), then, Supplier shall pay to Siemens Healthineers liquidated damages ("Liquidated Damages") calculated as follows:
- (i) Where the Purchase Order provides for a single Delivery Date for the Goods and/or Services (i.e. there are no Item Level Delivery Dates), Liquidated Damages shall be calculated at the rate of 0.5% of the price of the respective Purchase Order for each day of delay starting from the date of default until the date the obligations required to be performed by the Delivery Date are completely performed by Supplier;
 - (ii) Where the Purchase Order provides for Item Level Delivery Dates, Liquidated Damages shall be calculated with respect to each Item Level Delivery Date and at the rate of 0.5% of the part of the Contract price payable upon delivering the Goods and/or Services required by that Item Level Delivery Date, for each day of delay starting from the date of default until the date the obligations required to be performed by the Delivery Date are completely performed by Supplier.
- Siemens Healthineers may, but shall not be bound to, deduct such Liquidated Damages, whether in whole or in part, from any moneys due from Siemens Healthineers to Supplier under any purchase order Supplier may have with Siemens Healthineers. Additional or other statutory rights are not affected.
- 6.6 Notwithstanding the above, if Supplier fails to deliver in accordance with the Contract, or if Supplier notifies Siemens Healthineers of a prospective failure to deliver by the Delivery Date(s), then, Siemens Healthineers reserves the right to terminate the Contract or any part of it without charge or liability and reserves all rights in damages and otherwise arising, including but not limited to, the right to purchase substitute Goods or Services elsewhere and to hold Supplier liable for any loss, expense or additional cost incurred thereby.
- 6.7 Siemens Healthineers shall be entitled to monitor the progress of Supplier and if it is in the opinion of Siemens Healthineers that Supplier is unable to keep to any Delivery Date(s) or to any agreed contract schedule and it is probable that this would cause a delay to any Delivery Date(s) or to any milestones under an agreed contract schedule, Siemens Healthineers shall, upon giving not less than twenty-four (24) hours' notice in writing, be entitled to: (i) take any necessary measures to assist Supplier; and/or (ii) have a third party provide the necessary goods or services to assist Supplier, in order that Supplier shall be able to keep to the agreed

- contract schedule or Delivery Date(s) (as the case may be). Any reasonable costs incurred by Siemens Healthineers as a result of such corrective measures shall be charged to Supplier.
- 6.8 Supplier shall ensure that all Goods are marked in accordance with the provisions of the Contract and the instructions of Siemens Healthineers. Goods shall be packed so as to reach places of delivery undamaged and in good condition
- 6.9 Supplier warrants that it has good title to the Goods it is selling to Siemens Healthineers, and that the Goods are free of any sub-supplier or third party rights. Without prejudice to any right of rejection to which Siemens Healthineers may be entitled under Clauses 6 and 10, risk in and title to the Goods shall pass to Siemens Healthineers upon receipt by Siemens Healthineers at the destination specified in the Purchase Order. For deliveries with installation or commissioning and for Services, the transfer of risk to Siemens Healthineers occurs upon written acceptance by Siemens Healthineers. Supplier acknowledges that the Goods may be on-sold to End-User(s) by Siemens Healthineers and warrants that Siemens Healthineers will be able to supply End-User(s) with good title.
- 6.10 Clause 6.9 above is in addition, and without prejudice, to Clause 8 in respect of any Software.
- 6.11 Any Issued Material will be supplied or used at Supplier's risk whilst in its possession.
- 6.12 Each delivery of Goods shall include a document ("Delivery Note") which states the following: (a) the Purchase Order number; (b) a description, code number (if any) and quantity of the Goods, failing which Siemens Healthineers shall be entitled to reject delivery of such Goods. Supplier shall immediately provide Siemens Healthineers with a notice of dispatch with the same information.
- 6.13 Unless otherwise agreed, the costs of delivery and packaging shall be borne by Supplier. For pricing ex-works or ex-warehouse of Supplier, transport shall in each case be at the lowest possible cost, insofar as Siemens Healthineers has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by Supplier. Where the price is quoted free-to-recipient, Siemens Healthineers may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by Supplier.
- 6.14 If transport of the Goods and/or Services is performed by a carrier commissioned by Siemens Healthineers, then, Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.
- 6.15 If Siemens Healthineers informs Supplier that following the initial transport another transport with a different mode of transport is scheduled, then, Supplier will also comply with the relevant legal requirements concerning dangerous goods with regard to such on-going transport.
- 7 Quality & Compliance, Statutory Obligations**
- 7.1 Supplier represents and warrants that all Goods and Services supplied shall, where applicable:-
- (i) conform with the quantity, quality, specifications, description and any other particulars contained in the Contract;
 - (ii) conform with any sample, design criteria, drawing, description and specification furnished by Siemens Healthineers and other requirements described or referenced in the Purchase Order;
 - (iii) be of satisfactory quality, merchantable and fit for any intended use expressly or impliedly made known to Supplier and free from all defects or deficiency in design, materials or workmanship, liens, encumbrances and other claims against title; and
 - (iv) comply with the performance specifications in the Contract.
- 7.2 All Services supplied shall comply fully with the terms of the Contract and shall be executed in a proper and skilful manner by properly qualified and experienced personnel and conform to the best industry standards.
- 7.3 This Clause 7 shall include and apply to any replacement, repaired, substituted or remedial Goods or substituted or remedial Services provided by Supplier.
- 7.4 While on Siemens Healthineers' or its customer's premises, Supplier shall abide by any written or verbal instructions in relation to safety and security issued by Siemens Healthineers or its customer.
- 7.5 Supplier shall comply with all relevant statutes, rules and regulations and bye-laws affecting its obligations and the performance of the Contract.
- 8 Rights of Use**
- 8.1 Where the Goods and/or Services include Software, Supplier acknowledges that Siemens Healthineers may be on-selling the same to End-User(s) and represents and warrants that it has good title to license the Software.
- 8.2 Supplier permits Siemens Healthineers to market and resell the Software and any accompanying hardware either alone or as part of a package.
- 8.3 Supplier grants to Siemens Healthineers a perpetual, worldwide, non-exclusive, no-charge, royalty-free, fully paid up, transferable, irrevocable licence:
- (i) to use and allow others to use the Goods and/or Services including Software and related documents, integration into other products and to distribute them worldwide;
 - (ii) to sub-license the right of use under (i) above to any Related Corporations, other distributors and end users;
 - (iii) to grant a sub-licence for the right of use to Related Corporations, Affiliates, other distributors to sublicense the right of use to end users in accordance with (i) above;
 - (iv) to copy the Software to the extent required for installation in hardware or to have such Software copied by Related Corporations, and other distributors;
 - (v) to market and resell the Software and any accompanying hardware either alone or as part of a package; and
 - (vi) to reproduce and distribute copies of the Software in any medium, with or without modifications.
- 8.4 If the Software includes documentation, then, Supplier grants to Siemens Healthineers a perpetual, worldwide, non-exclusive, no-charge, royalty-free, fully paid up, transferable, irrevocable licence to use, reproduce, distribute and prepare derivative works in Siemens Healthineers' name in respect of all documentation furnished by Supplier. Siemens Healthineers may reproduce such documentation without Supplier's logo or other identification of source, subject to affixing copyright notices to all copies of documentation, and Supplier hereby waives and shall cause to be waived all applicable rights with respect to such documentation. These rights with respect to the Software and documentation shall extend to:

- (i) third parties to use and reproduce the Goods for Siemens Healthineers' internal use; and
 - (ii) third party channels of distribution.
- 8.5 Supplier undertakes to (a) supply Siemens Healthineers with all updates of the Software; (b) allow Siemens Healthineers to provide updates of the Software to End-User(s) who hold an original version; and (iii) with the prior agreement of Siemens Healthineers and End-User(s), to directly provide updates of the Software to End-User(s).
- 8.6 Supplier shall provide Siemens Healthineers with such technical advice, assistance, data and documentation, including source code where necessary, to enable Siemens Healthineers to maintain the Software if it so wishes.
- 8.7 Supplier shall inform Siemens Healthineers (no later than the time the Purchase Order is confirmed) whether the Goods and Services to be delivered contain Open Source Software. "Open Source Software" means any software, hardware, components or any other information that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License. If the Goods and Services delivered by Supplier contain Open Source Software, then, Supplier shall comply with all applicable open source license terms and shall grant all those rights to Siemens Healthineers and provide all information which Siemens Healthineers needs in order to comply itself with the applicable license terms. In particular, Supplier must deliver the following to Siemens Healthineers by no later than at the time the order is confirmed:
- (i) the complete source code of the relevant Open Source Software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require the disclosure of this source code;
 - (ii) a schedule of all Open Source Software and files used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents; and
 - (iii) a written declaration that through the intended use of the Open Source Software, neither the Goods of Supplier nor the Goods of Siemens Healthineers will be subject to a Copyleft Effect. "Copyleft Effect" means that the provisions of the open source license require that certain of Supplier's Goods, as well as any Goods derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed. If any open source licenses used by Supplier are subject to a "Copyleft Effect" as defined above, then, Siemens Healthineers is entitled to cancel the order within fourteen (14) days from the receipt of this information.

9 Representations & Warranties

- 9.1 Supplier represents and warrants that it has all necessary permits and licences to allow it to sell the Goods and Services to Siemens Healthineers, and that it has complied with all relevant laws, rules and regulations affecting its obligations and the performance of the Contract.
- 9.2 Supplier represents and warrants that all components, equipment and materials incorporated into the Goods are new and do not contain any used or reconditioned parts or materials unless otherwise specified or approved

by Siemens Healthineers in writing, of merchantable quality and fit for its intended purpose.

- 9.3 Without prejudice to Siemens Healthineers' rights under the Contract and at law, Supplier represents and warrants the Goods and/or Services against defects for the longer of either (i) Supplier's normal warranty period; or (ii) a period of twenty-four (24) months (or as otherwise stated in the Contract) from the date of receipt by Siemens Healthineers of delivery of the Goods, or the acceptance by Siemens Healthineers of the completion of any of the Services, or where applicable, installation or commissioning. In the case of defective Goods, this period shall be calculated from the date of receipt by Siemens Healthineers of the defective Goods repaired or replaced under Clause 10 herein.
- 9.4 Clauses 7 and 9 shall include and apply to any replacement, repaired, substituted or remedial Goods and/or Services provided by Supplier.
- 9.5 Breach of any of the representations and warranties in this Clause 9 shall, without prejudice to any other rights of Siemens Healthineers, entitle Siemens Healthineers to terminate the Contract and claim damages, loss, costs and expenses from Supplier (including, without limitation, legal costs on an indemnity basis).
- 9.6 Supplier shall fully indemnify and hold harmless Siemens Healthineers and all its assigns, subcontractors and End-User(s) from and against all claims, liabilities, actions, demands, damages, costs and expenses (including, without limitation, legal costs on an indemnity basis) of any kind or nature arising from, in connection with or related in any way to any breach or alleged breach of any of the representations and warranties made by Supplier under the Contract.

10 Inspection and Rejection

- 10.1 Supplier represents and warrants that it has inspected and tested the Goods for compliance with the Contract prior to delivery and shall, if requested, supply Siemens Healthineers with certificates of origin and testing. Such certificates must state the Purchase Order number together with any item numbers.
- 10.2 If the Goods and/or Services do not comply with the Contract, then, Siemens Healthineers shall within a reasonable time give notice of rejection to Supplier. Without prejudice to any of its other rights, Siemens Healthineers may, at its discretion, require Supplier to comply with the Contract by expeditiously replacing or repairing as appropriate any rejected, defective or deficient Goods and rectifying or remedying any rejected, defective or deficient Services. The rejected, defective or deficient Goods shall be returned to Supplier at its own risk, and expense. All Services found to be defective, non-conforming or failing to meet any of Supplier's representations and warranties shall be completely re-performed at Supplier's, cost and expense. In urgent cases or where Supplier is in default with its obligation to repair defects, Siemens Healthineers shall be entitled, at Supplier's cost and expense, to take the necessary steps to repair such defects itself or to exercise any one or more of the following rights:
- (i) to take the necessary steps to repair such defects itself or to entrust a third party to do so;
 - (ii) terminate the Contract in whole or in part without being subject to liability for damages;
 - (iii) demand a reduction in price; and
 - (iv) claim damages in lieu of performance.

Supplier's representations and warranty obligations remain unaffected.

- 10.3 Unless otherwise specified or approved by Siemens Healthineers, Supplier shall remove Siemens Healthineers' name and any of Siemens Healthineers'

trademarks, trade names, insignia, part numbers, symbols or decorative designs from all Goods rejected or returned by Siemens Healthineers or not sold or delivered to Siemens Healthineers.

- 10.4 Any reference to "Supplier" in this Clause 10 includes any subcontractor of Supplier permitted under Clause 22.2. Where Supplier repairs or replaces Goods or provides remedial Services, these Conditions shall apply to the repaired or replaced Goods or the remedial or remedied Services.
- 10.5 Siemens Healthineers reserves the right (but shall not be obliged) to inspect or test the Goods or the Services at any stage before delivery and Supplier shall give rights of access to premises and such facilities as Siemens Healthineers may reasonably require for such inspection.
- 10.6 Testing, inspection and acceptance by Siemens Healthineers or End-User shall not be deemed a waiver of Supplier's obligations under Clauses 7, 9 and 10.

11 Tools, Patterns, Samples, Confidential Information

- 11.1 All Issued Material shall be and remain the property of Siemens Healthineers (even if charged for). The Issued Material shall not be passed on to third parties or used for purposes other than those specified in the Contract. Supplier shall indemnify and compensate Siemens Healthineers and all its assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs, proceedings and expenses (including, without limitation, legal costs on an indemnity basis) suffered as a result of a breach of this and other Conditions.
- 11.2 Supplier hereby undertakes to: (a) maintain the Issued Material in good order and condition; (b) keep the Issued Material separate from Supplier's property; and (c) identify the Issued Material as the property of Siemens Healthineers. Supplier shall not use any Issued Material except in respect of contracts with Siemens Healthineers. Supplier shall insure the Issued Material against all risks of loss or damage of an amount equal to its replacement cost and with Siemens Healthineers' interest noted on the policy and with Siemens Healthineers as loss payee. On completion of its obligations under the Contract or as otherwise directed by Siemens Healthineers, Supplier shall return the Issued Material to Siemens Healthineers in good order and condition.
- 11.3 The Contract, Issued Material and any other information supplied by Siemens Healthineers are confidential. Use of any such information and Issued Material is permitted solely for the purpose of carrying out the Contract. Supplier shall not, without the prior written consent of Siemens Healthineers, copy or disclose such confidential information to anyone other than those employees or agents of Supplier on a need-to-know basis and only if these parties are bound to Siemens Healthineers by substantially similar confidentiality provisions.
- 11.4 Supplier shall not without Siemens Healthineers' prior written consent: (i) advertise or otherwise make known that Supplier supplies or has supplied Goods or Services to Siemens Healthineers; (ii) mention Siemens Healthineers as a reference customer; or (iii) make reference to the Goods and/or Services which Supplier has developed during the performance of the Contract.
- 11.5 The confidentiality obligations in this Clause 11 shall survive the termination or expiration of the Contract.

12 Intellectual Property Rights

- 12.1 It is essential that the Goods and Services are delivered free of any third-party rights. Supplier represents and warrants that the Goods and the Software (if applicable) or the Services including any Rights of Use granted do

not violate or infringe any Intellectual Property Rights of third parties. Supplier is under a duty to verify title and inform Siemens Healthineers of any possible conflicting industrial and Intellectual Property Rights over the Goods and Services. Any breach of such duty shall constitute a material violation of these Conditions, and subject to the normal statutory limitation period.

- 12.2 Supplier shall fully indemnify Siemens Healthineers and its assigns, subcontractors and End-User(s) from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis) in respect of any alleged or actual infringement by any of the Goods or Services of any Intellectual Property Rights and Supplier shall at its own cost and expense defend or settle all such claims or actions or proceedings brought or threatened to be brought against Siemens Healthineers.
- 12.3 Without prejudice to any of the foregoing, if any of the Goods, and/or the Software or Services is held or claimed to be infringing third party Intellectual Property Rights, then, Supplier shall at its own cost and expense use its best efforts to procure the right for Siemens Healthineers to continue using or receiving the infringing Goods, Software or Services. If Supplier is unable to do so, then, Supplier undertakes at its own cost and expense to:
- (i) replace or modify the infringing Goods and/or Software, or remedy the Services, expeditiously so that it is no longer infringing; or
 - (ii) if Supplier is unable to replace or modify the infringing Goods and/or Software or remedy the Services, then, Supplier shall refund in full all payments made by Siemens Healthineers in respect of the infringing Goods, Software or Services. Further, Supplier shall also reimburse Siemens Healthineers in relation to all additional loss, costs and expenses incurred by Siemens Healthineers in purchasing any substitute Goods, and/or Software or Services.
- 12.4 Siemens Healthineers shall own all Intellectual Property Rights arising from modifications and customisations of the Goods, Software and/or Services made by Supplier for Siemens Healthineers, or by Siemens Healthineers itself. Siemens Healthineers reserves all its rights in drawings and in goods produced according to its instructions as well as in any processes developed by it.
- 12.5 All Intellectual Property Rights in the works carried out under the Contract are hereby assigned and shall vest in Siemens Healthineers absolutely. This includes any copyright or design rights which will vest in and become the property of Siemens Healthineers as and when such rights come into existence.

13 Indemnity and Liability

- 13.1 Subject always to Clause 13.3, Supplier shall fully indemnify Siemens Healthineers and its assigns, subcontractors and End-Users from and against any claims, liabilities, actions, demands, damages, loss, proceedings, costs and expenses (including, without limitation, legal costs on an indemnity basis):-
- (i) sustained by Siemens Healthineers and its assigns, subcontractors and End-Users or for which Siemens Healthineers and its assigns, subcontractors and End-Users may be liable as a result of Supplier's breach of or failure to perform any of its obligations under the Contract; and
 - (ii) resulting from death, injury, loss or damage to persons or property caused or contributed by the negligence, act, default or omission of Supplier, its employees, sub-suppliers (if permitted in writing) or agents.

- 13.2 Supplier accepts liability for all other claims, liabilities, actions, demands, loss, damage, proceedings, costs and expenses (including, without limitation, legal costs on an indemnity basis) incurred by Siemens Healthineers and its assigns, subcontractors and End-Users and which is attributable to negligence, act, default or omission on the part of Supplier, its employees, subcontractors (if permitted under Clause 22.2) or agents or resulting from or in connection with the furnishing of the Goods or Services by Supplier or otherwise arises or results from a breach of the Contract.
- 13.3 Supplier will not be bound to indemnify Siemens Healthineers against any liability or claim under this Clause 13, if the injury, damage or loss in question was caused solely by the wrongful acts or omissions of Siemens Healthineers, its employees, subcontractors or agents.
- 13.4 The indemnities in the Contract are continuing obligations, independent from the other obligations of the Parties under the Contract and continue after the Contract ends or is terminated. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under the Contract.
- 13.5 The rights and remedies provided in the Contract are in addition to other right and remedies at law.
- 14 Reservation Clause**
- Siemens Healthineers shall not be obligated to fulfil this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.
- 15 Force Majeure**
- 15.1 A Party will not be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including acts of God, acts of terrorism, acts of war or threat, civil unrest, natural disasters, fire, flood, explosion, non-issuance, revocation or suspension of export / import licenses, strikes and lock-outs relevant to this Contract, changes of law after the execution of this Contract, infectious diseases, pandemics, epidemics, any curtailment of transportation and/or government intervention (each a "Force Majeure Event"). If any such delay is caused by the delay of a subcontractor of Supplier (if permitted under Clause 22.2), and is beyond the control and without the fault or negligence of both Supplier and such permitted subcontractor, then, Supplier shall incur no liability for such delay unless the Goods or Services to be furnished by such permitted subcontractor were obtainable from other sources in sufficient time to meet the required delivery. Supplier shall notify Siemens Healthineers immediately upon learning of any Force Majeure Event which may result in any delay.
- 15.2 If such delay or failure continues for at least one (1) month, the Parties shall be entitled to terminate the Contract forthwith by notice in writing. In such event, no Party shall have any claim against the other in respect of such Force Majeure Event. Supplier shall be liable to reimburse to Siemens Healthineers on demand all pre-payments made in connection with the contract for Goods or Services not yet rendered.
- 16 Termination**
- 16.1 Siemens Healthineers shall be entitled to terminate the Contract in respect of all or part of the Goods and/or Services by giving written notice to Supplier at any time prior to delivery, in which event Siemens Healthineers shall pay a fair and reasonable sum for and accept delivery of all finished Goods manufactured by Supplier and Services properly rendered at the date of termination.
- 16.2 Siemens Healthineers shall be entitled to terminate the Contract immediately without liability to Supplier by giving notice to Supplier at any time if:-
- (i) Siemens Healthineers determines in good faith that Supplier is in breach of the Contract and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being notified of the breach in writing; or
 - (ii) Supplier makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (whether compulsory or voluntary, otherwise than for the purpose of amalgamation or reconstruction) or have an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs or have an application made to court for the appointment of a judicial manager or be placed under a judicial management order; or
 - (iii) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of Supplier; or
 - (iv) Supplier ceases, or threatens to cease, to carry on business; or
 - (v) there is a change in control of Supplier which in the reasonable opinion of Siemens Healthineers adversely affects the position, rights or interests of Siemens Healthineers. For the purposes of this sub-clause, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares, or otherwise howsoever; or
 - (vi) in the reasonable opinion of Siemens Healthineers, there occurs a material change in the financial position of Supplier which is likely to affect Supplier's ability to perform its obligations under the Contract; or
 - (vii) Siemens Healthineers reasonably apprehends that any of the events mentioned above is about to occur in relation to Supplier and notifies Supplier accordingly; or
 - (viii) if the events referred to in Clause 15 continues for at least 1 month; or
 - (ix) if Siemens Healthineers determines in good faith that Supplier has breached any of its representations and warranties in Clause 18.
- 16.3 Termination of the Contract shall not discharge either Party from any existing obligation accrued that is due on or prior to the date of termination.
- 16.4 For the avoidance of doubt, any termination or cancellation of the Contract shall not affect the continuance in force of Software licences granted to Siemens Healthineers and/or End-User(s).
- 16.5 If Siemens Healthineers terminates the Contract in whole or in part in accordance with Clause 16.2 above, then, Siemens Healthineers may procure, upon such terms and in such manner as Siemens Healthineers deems appropriate, replacement Goods and/or Services and Supplier shall reimburse Siemens Healthineers upon demand for all additional loss, cost and expense incurred by Siemens Healthineers in purchasing such substitute Goods and/or Services.
- 16.6 The rights and remedies granted to Siemens Healthineers pursuant to the Contract are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

17 Corporate Responsibility and Security in the Supply Chain

- 17.1 Supplier shall comply with the principles and requirements of the "Code of Conduct for Siemens Suppliers and Third Party Intermediaries" attached hereto as **Annex 1** ("Code of Conduct"), and shall execute the Declaration of Compliance ("**Declaration**") and return the duly executed Declaration to Siemens Healthineers as may be prescribed. Siemens Healthineers shall further provide the necessary organisational instructions and take measures, particularly with regard to the following types of security: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, CTPAT). Supplier shall protect the Goods and Services provided to Siemens Healthineers or provided to third parties designated by Siemens Healthineers against unauthorised access and manipulation. Supplier shall only deploy reliable personnel for those Goods and/or Services and shall obligate any subcontractors (if permitted under Clause 22.2) to take equivalent security measures.
- 17.2 If requested by Siemens Healthineers, Supplier shall not more than once a year either, at its option, provide Siemens Healthineers with (i) a written self assessment in the form provided by Siemens Healthineers; or (ii) a written report approved by Siemens Healthineers describing the actions taken or to be taken by Supplier to assure compliance with Clause 17.1.
- 17.3 Supplier shall maintain complete and accurate records of and supporting documentation for Supplier's compliance with Clause 17.1. Supplier agrees to provide such documentation and other information as reasonably requested by Siemens Healthineers to verify Supplier's compliance with Clause 17.1.
- 17.4 Supplier shall inform Siemens Healthineers immediately of any non-compliance with Clause 17.1. Should either allegations of Supplier's non-compliance with Clause 17.1 or other claims which threaten to endanger Siemens Healthineers' reputation become public, e.g. by way of media coverage, Supplier shall, upon Siemens Healthineers' request, immediately provide a written statement concerning Supplier's non-compliance or the allegations made.
- 17.5 Siemens Healthineers, its authorised agents and/or representatives or a third party appointed by Siemens Healthineers, shall be entitled, but not obliged, to conduct inspections at Supplier's premises to verify Supplier's compliance with Clause 17.1. Any inspection may only be conducted upon prior written notice of Siemens Healthineers, during regular business hours, in accordance with any applicable data protection law and shall neither unreasonably interfere with Supplier's business activities nor violate any of Supplier's confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspections conducted. Each Party shall bear its expenses in connection with such inspection.
- 17.6 In addition to other rights and remedies Siemens Healthineers may have, in the event of: (a) Supplier's material or repeated failure to comply with Clause 17.1; or (b) Supplier's denial of Siemens Healthineers' right of inspection as set out in Clause 17.5, Siemens Healthineers may, after giving Supplier with reasonable notice and a reasonable opportunity to remedy, terminate the Contract and/or any Purchase Order issued hereunder without any liability whatsoever. Material failures include, but are not limited to, incidents of failure to ensure security in the supply chain, child labour, corruption and bribery, and failure to comply with

the Code of Conduct's environmental protection requirements.

18 Compliance with Applicable Anti-Corruption, Antitrust, Anti-Money Laundering and Other Criminal Laws

- 18.1 Supplier represents and warrants that it will comply with all applicable anti-corruption, antitrust, anti-money laundering or other criminal laws, rules or regulations in respect of the activities contemplated by the Contract.
- 18.2 Supplier represents and warrants that no portion of its compensation, reimbursement or other benefit has been or shall be, directly or indirectly, promised, offered or given to a Government Official for the Government Official himself or herself or another person or entity, in order to influence official action or secure an improper advantage in relation to the business of Siemens Healthineers.
- 18.3 The term "**Government Official**" shall include any officer, director or employee of a government at any level or of a government-controlled entity or of a public international organisation, or of a non-governmental institution which employees are treated because of that status or otherwise as officials under laws applicable to the parties to this Contract, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office. For the purposes of this Contract, the term "**government-controlled entity**" includes, but is not limited to, any entity, whether organised under public or private law, in which one or more governmental entities has sufficient interest to give it control. Any entity which is at least fifty percent (50%) owned by, or is controlled-in-fact by, any government or governmental entity qualifies as a government-controlled entity.
- 18.4 Supplier hereby represents and warrants that it and all of its directors, officers and employees who will perform services under the Contract are familiar with the rules, restrictions and principles herein and agrees to take appropriate steps to ensure compliance therewith by any such persons in respect of the activities contemplated by the Contract.
- 18.5 Supplier hereby represents and warrants the following:
- (i) neither Supplier nor any close relative of Supplier (a) is a Government Official or (b) has any personal or business relationship or association with any Government Official in any country in which Supplier will provide Goods and Services to Siemens Healthineers pursuant to the Contract; and/or
 - (ii) no director, officer or controlling shareholder of Supplier and no employee who will perform services under the Contract is a Government Official or has any close personal or business relationship or association with any Government Official who is or will be in a position to affect or influence the award of business or other advantages to Siemens Healthineers in any country in which Supplier will provide Goods and Services to Siemens Healthineers pursuant to the Contract.
- 18.6 If, during the term of the Contract, Supplier becomes aware that the representation and warranty set forth in this Clause 18 are no longer true and correct, then, Supplier must notify Siemens Healthineers in writing within 10 business days. Regardless of whether Siemens Healthineers is so notified within that time period, if Siemens Healthineers determines that the changed circumstances provide good cause to terminate the Contract in accordance with Clause 16, then, the Contract may be terminated at Siemens Healthineers' sole discretion.
- 18.7 In the event that Siemens Healthineers has reasonable grounds to believe (on the basis of credible information,

including, but not limited to, third-party statements that Siemens Healthineers believes to be reliable or well-sourced press reports) that there has been a material breach of the representations and warranties contained in this Clause 18, Siemens Healthineers, or a third party acting on Siemens Healthineers' behalf, shall have the right to audit the books and records of Supplier pertaining to Supplier's performance of services under the Contract. Supplier agrees to fully cooperate in the event of any such audit.

18.8 Supplier agrees that Siemens Healthineers may, at any time and for any reason, disclose the existence and terms of the Contract, including Supplier's identity and compensation under the Contract, to any person Siemens Healthineers determines has a legitimate need for that information, including but not limited to any government or government agency.

19 Environmental Protection, Duties to Declare, Dangerous Goods

19.1 Should Supplier deliver legally permissible Goods, which are, however, subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by Siemens Healthineers no later than the date of first delivery of the Goods. The foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or Siemens Healthineers or at the designated place of delivery requested by Siemens Healthineers. In addition, Supplier shall also declare all substances which are set out in the "Siemens list of declarable Substances" applicable at the time of delivery in the manner described above.

19.2 Should the delivery contain goods which are classified as dangerous goods according to international regulations, Supplier shall – no later than the date of Purchase Order confirmation – inform Siemens Healthineers of the same in a form agreed upon between Supplier and Siemens Healthineers.

20 Compliance with Personal Data Protection Laws

20.1 In the course of implementation of the Contract, Supplier may provide Siemens Healthineers with information about an identifiable individual or natural person or information which relates to an individual or natural person and allows such person to be identified such as employee information ("Supplier-provided Personal Data").

20.2 Supplier represents that Siemens Healthineers is authorised to receive and possess the Supplier-provided Personal Data and that Supplier has obtained the necessary declarations of consents, including consent for data sharing or transfer outside of Singapore in accordance with the law on data privacy, from third parties, including the individual or natural person to which the Supplier-provided Personal Data relates, that may be required for Siemens Healthineers, its Affiliates, sub-contractors or related third parties to use the Supplier-provided Personal Data for purposes of this Contract. Supplier agrees that Siemens Healthineers will process the Supplier-provided Personal Data in accordance with the Siemens Healthineers Business Partner Privacy Notice. Siemens Healthineers will take appropriate technical, physical and organizational measures to protect the Supplier-provided Personal Data against accidental or unlawful destruction or accidental loss or unauthorised alteration, disclosure or access.

20.3 Supplier undertakes that:

- (i) it will take all appropriate and commercially reasonable security arrangements to prevent unauthorised access, collection, use, disclosure,

copying, modification, disposal or similar risks of any personal data which it receives and collects from Siemens Healthineers;

- (ii) it will comply with the Personal Data Protection Act 2012 (Singapore) ("PDPA") and any applicable privacy and data protection laws which it is subject to;

- (iii) it will not sell, share or otherwise use or disclose any personal data collected from Siemens Healthineers without the prior written consent of Siemens Healthineers ; and

- (iv) the personal data collected from Siemens Healthineers is available only to its employees who have a legitimate business need to access the personal data, who are bound by confidentiality obligations and who are aware of Supplier's privacy and data protection obligations under the PDPA.

20.4 If Supplier breaches any of the foregoing provisions, then, Supplier shall indemnify, defend and hold harmless Siemens Healthineers from and against any and all liabilities, fines, penalties, costs, damages, expenses, legal costs arising out of or in relation to any unauthorised use or disclosure of personal data collected from Siemens Healthineers and/or Supplier's breach of the PDPA and any applicable privacy and data protection laws which it is subject to.

21 Cybersecurity

21.1 Supplier shall take appropriate organisational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as Goods and Services. These measures shall be consistent with good industry practice and shall include an appropriate cybersecurity management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

21.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Siemens Healthineers data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Contract.

21.3 Should Goods or Services contain software, firmware, or chipsets, Supplier shall:

- (i) implement appropriate standards, processes and methods to prevent, identify, evaluate and fix any vulnerabilities, malicious code, and security incidents in Goods and Services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

- (ii) continue to support and provide services to repair, update, upgrade and maintain Goods and Services including the provision of patches to Siemens Healthineers remedying vulnerabilities for the period of a reasonable lifetime of the Goods and Services;

- (iii) provide to Siemens Healthineers a bill of materials identifying all third-party software components contained in the deliveries. Supplier shall only use third-party software that is under regularly support and maintenance. Third-party software shall be up-to-date at the time of delivery to Siemens Healthineers.

- (iv) Siemens Healthineers shall have the right, but shall not be obliged, to test or have tested Goods and Services with regard to malicious code and vulnerabilities at any time which Supplier shall adequately support.

- (v) Supplier shall provide Siemens Healthineers a contact for all security related issues (available 24/7).

- 21.4 Supplier shall promptly report to Siemens Healthineers all security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, Services and Goods, if and to the extent Siemens Healthineers is or is likely to be materially affected.
- 21.5 Supplier shall take appropriate measures to ensure that its subcontractors and suppliers are bound by similar cybersecurity obligations.
- 21.6 Upon Siemens Healthineers' request, Supplier shall provide written evidence of its compliance with this Clause 21 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).
- 22 Miscellaneous**
- 22.1 Siemens Healthineers is a member of the group of companies ("~~the Siemens group of companies~~") whose ultimate holding company is Siemens Aktiengesellschaft ("SAG"), and accordingly Siemens Healthineers may perform any of its obligations, or exercise any of its rights hereunder, by itself or through any other member of this group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Siemens Healthineers. Siemens Healthineers may, in its sole discretion, assign, transfer or novate the Contract, or any part of it, to any member of the Siemens group of companies or any entity who acquires or substantially acquires the relevant portion of the business of Siemens Healthineers relating to this Contract. Supplier shall be bound by such novation or assignment. Supplier agrees to be a party to any novation or assignment, if so requested by Siemens Healthineers, and to execute all relevant documents in connection therewith.
- 22.2 Supplier shall not, whether in whole or in part, subcontract or assign any rights, duties or obligations under the Contract, or any claims for any debt owed by Siemens Healthineers to Supplier under the Contract, unless Siemens Healthineers gives its prior written consent, such consent to be signed by its authorised representatives to such assignment or subcontract. Regardless of whether Siemens Healthineers gives its written consent, Supplier is not relieved of any of its obligations under the Contract. Siemens Healthineers may attach conditions to the giving of its consent. Any attempted delegation or assignment otherwise shall be void and considered a breach of contract.
- 22.3 If the Goods or Services supplied under the Contract require Siemens Healthineers to have any permit or licence from any governmental or other regulatory authority, then, the Contract shall be deemed conditional upon such permit or licence being granted at the required time.
- 22.4 Without prejudice to Clause 9.1, Supplier represents and warrants that it shall comply with all applicable laws, rules, regulations and requirements and shall obtain at its own costs and expense, all necessary permits and licences. Upon request, Supplier shall furnish to Siemens Healthineers information or documentation of Supplier's compliance as well as any other information or documentation required to enable Siemens Healthineers to comply with any laws, rules, regulations and requirements applicable to its receipt and use of any Goods or Services.
- 22.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, such provision shall be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby but shall remain in full force and effect.
- 22.6 Siemens Healthineers does not waive any right under this Contract by failing to insist on compliance with any of the terms of this Contract or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in writing and signed by an authorised representative of Siemens Healthineers. No waiver by Siemens Healthineers of any breach of the Contract by Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 22.7 The Contract is the entire agreement between the Parties and shall supersede any previous communications, representations or agreements, whether verbal or written, with respect to the subject matter hereof and may not be changed unless agreed in writing and signed by properly authorised representatives of both Parties. Without prejudice to the aforesaid, the priority of the documents constituting the Contract shall be as follows:
- (i) any additional or special terms expressed in writing to override or modify the Purchase Order or the Conditions;
 - (ii) the Purchase Order;
 - (iii) the Conditions;
 - (iv) any document, plan or specification whether attached to or incorporated by reference to the Purchase Order or the Conditions.
- 22.8 All notices must be in writing, signed by the authorised representatives of both Parties and sent to the address, fax number or email set out in the Contract. They may be delivered by hand, or by prepaid registered post, or by facsimile and shall be deemed to have been served:-
- (i) if by hand, at time of delivery; or
 - (ii) if by prepaid registered post, 3 working days after posting; or
 - (iii) if by facsimile, on the date printed on the facsimile transmission report produced by the sender's machine;
 - (iv) if by email, on the date and at the time stated on the email.
- 22.9 NOT USED.
- 22.10 Any unresolved disputes shall be settled under the Rules of Arbitration of the Singapore International Arbitration Centre for the time being in force ("SIAC Rules"). For disputes where the total quantum in dispute (In including all counterclaims) is less than SGD 5 million, the tribunal shall consist of one arbitrator to be appointed in accordance with the SIAC Rules. For all other disputes, the tribunal shall consist of three (3) arbitrators likewise to be appointed in accordance with the SIAC Rules. The seat of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English.
- 22.11 The Contract shall be governed by and construed in accordance with the laws of Singapore. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. The Parties submit themselves to the exclusive jurisdiction of the Singapore courts.
- 22.12 Except for the Siemens group of companies or its related corporations, the Parties do not intend that any term of the Contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) or otherwise by any person who is not a party to the Contract.

ANNEX 1

SIEMENS CODE OF CONDUCT For Suppliers and Third Party Intermediaries

Code of Conduct Version 5.0, October 2023

This Code of Conduct defines the basic requirements placed on the suppliers and third party intermediaries of Siemens 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, suppression, exploitation and human trafficking.

> Prohibition of Child Labor

- Install no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, install no workers under the age of 14.
- Install no workers under the age of 18 for work which is likely to harm the health, safety, and morals.

> Non-Discrimination and Respect for Employees

- Ensure equal treatment of employees, irrespective of skin color, race, nationality, ethnicity, social background, disabilities, gender, sexual identity and orientation, marital status, political or religious conviction, or age and promote equal opportunities amongst them.
- 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.

> Freedom of Association

- 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.

> Working Hours, Wages & Benefits for Employees

- Adhere to all applicable working-hours regulations.
- Pay fair wages for labor and adhere to all applicable wage and compensation laws.
- In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.

> Occupational Health & Safety, Security Forces

- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
- Provide training to ensure all employees installed are educated in health & safety issues.
- Establish a reasonable occupational health & safety management system¹.
- In the event of use of private or public security forces ensure that human rights of employees and other rights holders are respected (no use of unlawful physical or mental violence).

> Grievance Mechanism

- Provide access to a protected mechanism for their employees to report possible violations of the principles of

this Code of Conduct and ensure protection of whistleblowers or complaints against retaliation.

Environmental and Climate Protection, Protection of Natural Resources

- 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 system¹.
- Reduce the emission of air pollutants and Greenhouse Gas (GHG), reduce harmful soil change, water pollution and harmful noise emission to the fullest extent as possible.
- Increase energy efficiency, use renewable energy, and reduce water consumption to the fullest extent as possible.
- Cause no unlawful taking of land, forests and waters.
- Reduce waste and ensure their proper treatment and disposal.

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.

> Foreign Trade Regulations

- Comply with the applicable export, import, customs and foreign trade 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 and check their compliance on a risk-based approach.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

Further information under www.siemens.com/code-of-conduct