

1. **Applicable conditions.** These General Conditions of Purchase apply to all requests for quotations, orders and agreements concerning the supply of goods to and the rendering of additional services (hereinafter referred to as "deliveries") for the benefit of Siemens Nederland N.V. and its subsidiaries (hereinafter referred to as "Siemens"). Any deviations from or additions to these General Conditions of Purchase require Siemens' express written consent. If Siemens purchases not merely goods but principally work and/or services, then Siemens' 'General conditions of purchase for goods, work and services' shall apply instead of these conditions.
2. **Ordering and confirmation of order.** Siemens reserves the right to revoke any order placed or made by it if the supplier neglects to confirm receipt thereof within two weeks in writing by means of an order confirmation. If the order confirmation differs from the original order placed, Siemens shall only be legally bound after it has agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliveries or supplies by Siemens as well as payments made in this regard shall not imply acknowledgement of any deviations. Any documentation and samples received with the quotation shall not be returned by Siemens.
3. **Quality and condition of the delivery.** The supplier guarantees that the delivery:
  - is of good quality and free from defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used;
  - corresponds exactly with the provisions of the agreement, the specifications listed and the reasonable expectations of Siemens regarding the characteristics, quality and reliability of the delivery;
  - is suitable for the purpose for which it is intended by its very nature or which is evident from the order;
  - complies with legal requirements applicable in the Netherlands and other (international) Government regulations;
  - complies with the customary norms and standards in the relevant branch of trade or industry;
  - complies with the statutory European Directives regarding CE marking and the EU declaration of conformity for machines/safety components or the "declaration by the manufacturer" respectively. The supplier shall provide the declaration of CE conformity.

If reference is made in the agreement to technical, safety, quality, environmental or other regulations and documents not attached to the agreement, the supplier shall be deemed to have knowledge of these unless Siemens is informed to the contrary in writing immediately. Siemens shall then provide the supplier with further information on these regulations and documents. The supplier shall actively ensure that his products, packaging, and raw and ancillary materials have as little environmental impact as possible. Work which may have a negative impact on the environment, for example emissions into the air, water or soil, must be explicitly stipulated beforehand. The supplier shall bear the costs related to, and obtain the necessary permission, permits or licenses in good time required for carrying out of the agreement and for complying with the conditions stipulated therein.
4. **Intellectual property rights; licenses.** If intellectual property rights apply to the delivery or accompanying documentation, Siemens shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the supplier, its employees or third parties involved by the supplier for performance of the agreement, belong to Siemens. The supplier shall be obligated to do everything necessary to obtain or establish the abovementioned rights when first requested to do so by Siemens. The supplier guarantees that the delivery does not infringe on any intellectual property rights of third parties. The supplier indemnifies Siemens against any (alleged) claims by third parties in this regard and shall reimburse Siemens for any damages suffered as a result thereof.
5. **Packaging and dispatch.** The supplier shall package the deliveries as economically, safely and carefully as possible and in such a manner that the shipment can be handled during transportation and offloading. The supplier shall ensure that the delivery arrives at the destination in good order. Shipments on pallets shall take place on euro format pallets, or europallets. Neutral packaging materials without printing are to be used as far as possible to encourage reuse of packaging materials. Packaging materials shall be suitable for reuse or recycling. Special packaging that has to be returned to the supplier shall be marked as such. The packaging, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. If safety information sheets exist for a delivery or the packaging, the supplier must always supply these sheets direct (at the same time). The supplier shall mark the shipment with the Siemens order reference number and the number of packages, as well as with the correct NAW details of the delivery address. The outside of the package shall have a packing list attached with the contents of the shipment listed. Siemens may reject deliveries that do not comply with these requirements.
6. **Delivery.** Delivery shall take place "Delivery Duty Paid" (carriage paid), in accordance with the version of the Incoterms applicable at the time of ordering, without prejudice to the provisions contained in these Conditions. The delivery date(s) or delivery period(s) of the agreement shall be firm and binding and shall apply to the entire delivery, including the relevant drawings or other documents pertaining thereto. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the supplier shall inform Siemens hereof without delay. If the supplier exceeds any agreed delivery date(s) or period(s), Siemens is entitled to impose a penalty of 1 % of the price of the delivery without prior notice of default to the supplier, for each calendar week or part thereof exceeded, up to a maximum of 10% and this shall be claimable on the date the penalty is imposed. Imposition, recovery or settlement of this penalty shall not affect Siemens' right to performance, compensation and termination of the agreement.
7. **Inspection.** Siemens has the right to arrange for inspection or auditing of the delivery prior to the time of delivery at the supplier by staff appointed for this purpose. The supplier shall cooperate fully in this regard. The supplier shall not derive any rights in advance from the results of an inspection. Siemens has the right to inspect the delivery at the agreed delivery location prior to accepting it. If it is rejected, Siemens shall inform the supplier accordingly and Siemens shall be entitled to replacement or repair at its discretion or may proceed to terminate or annul the agreement. All this does not affect Siemens' right to compensation. All costs related to inspections and re-inspections shall be borne by the supplier, except for the costs of inspection staff appointed by Siemens.
8. **Transfer of ownership and risk.** The risk for the delivery remains with the supplier until the delivery arrives at the agreed place of delivery and has been accepted in writing by Siemens by a person duly authorized to do so, with his or her name stated. Title to the delivery shall pass to Siemens at the moment of delivery. Models, stamps, molds, templates, dies, calibers, drawings and the like procured or manufactured by the supplier in aid of the delivery, shall be deemed to have been made available to the supplier by Siemens at the moment that these articles are delivered to the supplier or have been manufactured by it. If Siemens makes items available or is considered to have made items available to the supplier in aid of the delivery, these shall remain or become the property of Siemens and the supplier shall be obliged to clearly mark these items as Siemens' property and to make a declaration of ownership available if requested to do so. Items created by amalgamation, confusion or otherwise, become Siemens property at the moment of creation. The supplier shall be deemed to have created the items for Siemens and shall retain these new items as Siemens property and make a declaration of ownership available to Siemens if requested to do so.
9. **Price, invoicing and payment.** The agreed price is fixed in euros, exclusive of VAT. Invoices shall be submitted bearing the number of the order, as per the order placed, and itemized stating the item numbers. Siemens shall be entitled to suspend payment for as long as these details remain outstanding. Duplicates of an invoice shall be identified as such. Siemens shall make payment within 60 days after acceptance of the delivery and after having been correctly invoiced. Payment does not imply in any respect whatsoever a waiver of Siemens' right to performance of the agreement. Siemens is entitled to set off claimable debts against claimable liabilities with the supplier by means of a setoff note. Siemens may request a deposit or bank guarantee at the supplier's own cost before it makes goods available or if partial or total payment in advance takes place. The supplier of a project shall keep records such that the actual wage costs can be determined. These wage costs shall be specified on the invoice. Siemens shall be authorized to pay part of the price in cases which it shall determine, either via a blocked account, or directly to the Industrial Insurance Board and Tax Office. This portion shall relate to the amount for which Siemens in its estimation is jointly and severally liable under the "Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act" or other regulations. The supplier shall indemnify Siemens against any claim by the Industrial Insurance Board or the Tax Office.
10. **Contract variations; increase or decrease of the scope of supply.** Siemens is entitled to amend the scope of supply. If the supplier is of the opinion that the amendment has an effect on the agreed price or delivery period, Siemens shall be informed of this immediately in writing, and in the event of additional work, issue a written quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the supplier. The supplier shall not perform additional work before Siemens has issued written instructions to that effect. Work the supplier should have or could have anticipated in terms of delivering the service(s) and functionality (ies) as described in this agreement, or which is considered to be the result of an attributable error on the supplier's part, shall not be considered additional work.
11. **Liability.** The supplier shall be liable for all damages suffered by Siemens due to any failure attributable to the supplier to comply with the agreement or due to infringement of any other contractual or non-contractual obligation. The supplier's liability in this regard shall be limited to an amount of EUR 1,500,000 or, if this amount is higher, the contract price per event, except in the case of personal injury or damage caused by intent or gross negligence. The supplier shall completely indemnify Siemens against claims by third parties for damages resulting from the circumstances mentioned above. The supplier shall in this respect fully insure and keep insured his liability under the law and/or agreement in respect of Siemens and furthermore shall insure and keep insured all risks in his business operations which can be insured on standard terms. The supplier shall at Siemens' request immediately provide (a certified copy of) the policies and evidence of payment of the premium. The supplier hereby assigns to Siemens in advance all claims to payment of insurance proceeds, where these relate to damage for which the supplier is liable toward Siemens.
12. **Termination.** Siemens shall have the right to completely or partially terminate the agreement without further notice of default by means of written notice to that effect without prejudicing its other rights, in the event that:
  - the supplier defaults on one or more of the obligations as contained in the agreement;
  - the supplier is declared bankrupt, suspension of payment is requested, its business has been shut down or liquidated, a substantial part of its assets have been attached, or the business has been transferred to a third party;
  - the delivery is rejected after inspection or re-inspection.

In the event of termination the risk of the items already delivered remains with the supplier. The items shall then be at the supplier's disposal and they are to be collected by the supplier. The supplier shall refund any payments made by Siemens in terms of the terminated agreement immediately.
13. **Warranty.** If within the warranty period the delivery is found to be non-compliant with the stipulations in article 3 of these Conditions, the supplier shall, for its own account, replace, repair, or re-execute the delivery at Siemens' discretion when first requested to do so within two weeks, without prejudice to Siemens' other legal rights. If the supplier continues to default on its warranty obligations, Siemens has the right to proceed to replace, repair or re-execute the order at the supplier's expense, with or without help from third parties. Siemens shall notify the supplier of the exercise of this right in advance where possible. If the parties have not agreed a warranty period, the warranty period shall be 24 months after the date of delivery or supply. For goods which are intended to be incorporated in installations or systems the warranty period shall not start until the time the installations or systems are delivered, provided always that the warranty period ends no later than 30 months after the date of delivery of the goods. The warranty period shall be extended by the period during which the supply has not complied with article 3 of these Conditions. A warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.
14. **Non-disclosure and information obligations.** The supplier shall provide Siemens with all information pertaining to the delivery insofar as it could be of importance to Siemens. The supplier shall not reveal confidential information to its own employees not involved with the delivery or to third parties, unless Siemens has agreed to this in writing beforehand. The supplier shall not be entitled to use the Siemens name in advertisements and other commercial publications without prior written permission from Siemens.
15. **US export administration regulations.** If a delivery includes American technology that is subject to the US Export Administration Regulations, the supplier shall notify Siemens of this as per the provisions pertaining thereto.
16. **Code of Conduct for Siemens Suppliers and Rules of Conduct for Contractors.** The supplier must comply with the 'Code of Conduct for Siemens Suppliers' relating to his responsibility for people and the environment. In buildings and on premises belonging to Siemens, the Siemens "Rules of Conduct for Contractors" relating to safety, the environment and working conditions shall additionally apply there.
17. **Assignment of rights and obligations; subcontracting.** The supplier is not permitted to subcontract the delivery or any part thereof to third parties nor to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Siemens.
18. **Applicable law, disputes.** Dutch law, with the exception of the Vienna Sales Convention (CISG), shall govern agreements between Siemens and the supplier. The competent court of The Hague shall have sole jurisdiction over disputes between Siemens and the supplier.