

SIEMENS ENERGY LTD – General Terms and Conditions for Goods and Service Purchase

Status: Oct2024 (based on SE CoP ver. Aug2024)

1. Order and Confirmation of Order

- 1.1 SIEMENS ENERGY LTD may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.
- 1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if SIEMENS ENERGY LTD accepts such in writing. In particular, SIEMENS ENERGY LTD is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if SIEMENS ENERGY LTD agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.
- 1.3 Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. Rights of Use

- 2.1 The Supplier hereby grants SIEMENS ENERGY LTD the following non-exclusive, transferable, worldwide and perpetual rights:
 - 2.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;
 - 2.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");
 - 2.1.3 to sublicense the right of use under section 2.1.2 above to affiliates (as defined by § 15 of the German Companies Act (Aktiengesetz), hereinafter referred to as "Affiliates"), to contracted third parties, to distributors and to end customers;
 - 2.1.4 to license to Affiliates and other distributors the right to sublicense the right of use under section 2.1.2 above to end customers;
 - 2.1.5 to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software;
 - 2.1.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of application service providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
 - 2.1.7 to sublicense the right of use under section 2.1.6 above to Affiliates, contracted third parties and distributors.
- 2.2 In addition to the rights granted in section 2.1 above, SIEMENS ENERGY LTD, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.
- 2.3 All sublicenses granted by SIEMENS ENERGY LTD must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by SIEMENS ENERGY LTD to protect its own intellectual property rights.
- 2.4 The Supplier shall inform SIEMENS ENERGY LTD - at the latest at the time the order is confirmed - whether the products and services to be delivered contain open-source components.

In the context of this provision "open-source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to

distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the products and services delivered by the Supplier contain open-source components, the Supplier shall comply with all applicable open-source license terms and shall grant all those rights to SIEMENS ENERGY LTD and provide all information which SIEMENS ENERGY LTD needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to SIEMENS ENERGY LTD promptly after the order is confirmed the following:

A schedule of all open-source components 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.

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 this.

- 2.5 The Supplier shall by the time of order confirmation at the latest inform SIEMENS ENERGY LTD in writing whether any open-source licenses used by the Supplier might be subject to a Copyleft Effect which could affect the products of SIEMENS ENERGY LTD. In the context of this provision, "Copyleft Effect" means that the provisions of the open-source license require that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open-source license, e.g. only if the source code is disclosed. In case any open-source licenses used by the Supplier are subject to a "Copyleft Effect" as defined above, then SIEMENS ENERGY LTD is entitled to cancel the order within two weeks of receipt of this information.

3. Term and Penalty for Breach

- 3.1 For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms ® 2020 designated by SIEMENS ENERGY LTD, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance by SIEMENS ENERGY LTD.
- 3.2 If any delay in delivery or performance or rectification is anticipated, SIEMENS ENERGY LTD shall be notified immediately and its decision sought.
- 3.3 If – in the event of delay – the Supplier cannot prove that it is not responsible for the delay, SIEMENS ENERGY LTD may charge a penalty in respect of each commenced working day of delay amounting to 0.3 % (zero point three percent) but not exceeding a total of 5 % (five percent) of the total value of the contract.

In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made no later than the date of final payment.

- 3.4 Additional or other statutory rights are not affected hereby.

4. Transfer of Risk, Dispatch and Place of Performance, Transfer of Title

- 4.1 For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by SIEMENS ENERGY LTD at the named place of destination/delivery according to Incoterms ® 2020. Unless agreed otherwise, DDP (named place of destination) Incoterms ® 2020 shall apply, if (a) the seat of the Supplier and the named place of destination are within the same country or if (b) the seat of the Supplier and the named place of destination are both within the European Union. If neither (a) nor (b) are fulfilled, then DAP (named

place of destination) Incoterms ® 2020 shall apply, unless agreed otherwise.

- 4.2 Unless otherwise agreed, the costs of adequate packaging shall be borne by the Supplier. In case transportation costs are borne by SIEMENS ENERGY LTD, notice of readiness for dispatch shall be given together with the information set out in section 4.3 hereunder. On SIEMENS ENERGY LTD's request a Siemens Energy routing order tool must be used by the Supplier. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as SIEMENS ENERGY LTD has not requested a particular method of delivery or the conclusion of the contract for carriage by SIEMENS ENERGY LTD. Any supplementary costs arising from non-conformity with the transport requirements including costs arising from the non-application of the Siemens Energy routing order tool shall be borne by the Supplier. In case DAP/DDP (named place of destination) Incoterms ® 2020 is agreed, SIEMENS ENERGY LTD 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 the Supplier.
 - 4.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.
 - 4.4 As far as SIEMENS ENERGY LTD and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of SIEMENS ENERGY LTD, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by SIEMENS ENERGY LTD when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labelling, etc. in compliance with the regulation relevant to the mode(s) of transport used.
 - 4.5 If SIEMENS ENERGY LTD informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.
 - 4.6 Transfer of title shall be upon delivery or acceptance by SIEMENS ENERGY LTD, as the case may be.
- 5. Payment, Invoices**
- 5.1 Unless otherwise agreed, payments shall be due and payable no later than 90 (ninety) days net. If payment is made within 14 (fourteen) days, SIEMENS ENERGY LTD is entitled to a 3 % (three percent) discount; if payment is made within 30 (thirty) days, SIEMENS ENERGY LTD is entitled to a 2 % (two percent) discount. The period for payment shall commence as soon as any delivery or service is completed, and a correctly issued invoice is received.
 - 5.2 The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.
 - 5.3 Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. A discount shall also be allowed if SIEMENS ENERGY LTD sets off or withholds any payments to a reasonable extent on account of any deficiency.
 - 5.4 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the contract.
 - 5.5 The Supplier warrants that an invoice shall be issued with correct information thereon such as the company name, address and tax code of SIEMENS ENERGY LTD, as per the prevailing invoicing and tax regulations and in accordance with the Contract. Each Party shall promptly notify the other Party upon noticing any errors and/or mistakes in invoices ("Errors"). Except for cases where only the company name and address of SIEMENS ENERGY LTD on the invoice are incorrect, the tax code and other information thereon are correct, Errors shall be resolved subject to written agreement

by the Parties ("Invoice Settlement Agreement") before the Supplier issues a replacement invoice or amendment invoice for the corresponding incorrect invoice. The Supplier's arbitrary handling of invoices without or not following the Invoice Settlement Agreement shall constitute a breach of its obligations under this Contract. Accordingly, SIEMENS ENERGY LTD reserves the right to withhold any payments to Supplier until Errors are properly and legally rectified.

6. Inspection upon receipt

- 6.1 SIEMENS ENERGY LTD shall immediately upon receipt at the named place of destination examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other obvious deficiencies.
- 6.2 Should SIEMENS ENERGY LTD discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.
- 6.3 Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.
- 6.4 In this regard SIEMENS ENERGY LTD shall have no other duties to the Supplier other than the duties of inspection and notification above.

7. Warranty

- 7.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 7.8 or 7.9, the Supplier must at its own expense and at the discretion of SIEMENS ENERGY LTD either repair the deficiency or provide re-performance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of SIEMENS ENERGY LTD shall be exercised fairly and reasonably.
- 7.2 Should the Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by SIEMENS ENERGY LTD, SIEMENS ENERGY LTD is entitled to:
 - 7.2.1 cancel the contract in whole or in part without being subject to any liability for damages; or
 - 7.2.2 demand a reduction in price; or
 - 7.2.3 undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and
 - 7.2.4 claim damages in lieu of performance. For the purposes of establishing the timeliness of rectification, the relevant point in time is the date of receipt at the place of destination.
- 7.3 The rights according to section 7.2 may be exercised without further deadline if SIEMENS ENERGY LTD has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for SIEMENS ENERGY LTD to request the Supplier to rectify the deficiency within a reasonable time period. The legal provisions on the dispensability of setting a deadline remain unaffected hereby.
- 7.4 The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this section.
- 7.5 Additional or other statutory rights are not affected hereby.
- 7.6 If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 7.8 and 7.9 shall begin to run once again.
- 7.7 Notwithstanding the transfer of risk regarding delivery, the Supplier shall bear the costs and risk related to the rectification (e. g. return costs, costs of transport, costs of de- and reinstallation).
- 7.8 The warranty period for deficiencies of material is three years, insofar as no statutory provisions provide longer periods.
- 7.9 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.

7.10 For deliveries not involving installation or commissioning, the warranty period begins to run with receipt at the place of destination named by SIEMENS ENERGY LTD. For deliveries involving installation, commissioning or services, the warranty period begins to run with acceptance by SIEMENS ENERGY LTD. Upon delivery to locations where SIEMENS ENERGY LTD is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

8. Supplier's Duty to Verify and to Inform

8.1 The Supplier is obliged to examine components such as, e.g. raw material, provided by SIEMENS ENERGY LTD or provided by the Supplier's suppliers, manufacturers or other third parties at the time of receipt of such components as to whether these components show any obvious or hidden defects. In case any defects are discovered in the course of such inspections, the Supplier shall immediately inform its suppliers or – in the case the components are provided by SIEMENS ENERGY LTD – inform SIEMENS ENERGY LTD.

8.2 It is essential that the products are delivered free of any third-party rights. Thus, the Supplier is under a duty to verify title and inform SIEMENS ENERGY LTD of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

9. Quality Management, Subcontracting to Third Parties

9.1 The Supplier shall maintain a quality management system (e.g. according to DIN EN ISO 9001).

9.2 Subcontracting to third parties shall not take place without the prior written consent of SIEMENS ENERGY LTD and entitles SIEMENS ENERGY LTD to cancel the contract in whole or in part and claim damages.

10. Provided Material, Information

10.1 Material and information provided by SIEMENS ENERGY LTD remains the property of SIEMENS ENERGY LTD and are to be stored, labeled as property of SIEMENS ENERGY LTD and administered separately at no cost to SIEMENS ENERGY LTD. Their use is limited to the orders of SIEMENS ENERGY LTD only. The Supplier shall supply replacements in the event of reduction of value or loss, for which the Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

10.2 Any processing or transformation of the material and information shall take place for SIEMENS ENERGY LTD. SIEMENS ENERGY LTD shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, SIEMENS ENERGY LTD and the Supplier hereby agree that SIEMENS ENERGY LTD shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for SIEMENS ENERGY LTD at no extra cost and in so doing exercise the duty of care of a merchant.

11. Tools, Patterns, Samples, Confidentiality

11.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by SIEMENS ENERGY LTD or made for SIEMENS ENERGY LTD, as well as any materials derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of SIEMENS ENERGY LTD. Such materials shall be protected against unauthorized access or use. Subject to any further rights SIEMENS ENERGY LTD may demand that such materials be returned if the Supplier breaches these duties.

11.2 The Supplier shall treat as confidential the knowledge and findings, documents, terms of reference, business processes or other information that it receives from or about SIEMENS ENERGY LTD in the context of performing the deliveries and services, as well as the conclusion of the contract and any results, with regard to third parties and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly

known by legal means or SIEMENS ENERGY LTD has not consented in writing to its transfer in the individual case. The Supplier shall make confidential information available only to those employees who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. The Supplier shall use this information exclusively for the purpose of performing the deliveries and services. Insofar as SIEMENS ENERGY LTD agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.

12. Assignment of Claims

Any assignment of any claim is only allowed with the prior written approval of SIEMENS ENERGY LTD.

13. Right to Terminate and Cancel

13.1 In addition to any rights provided by law to withdraw from or cancel a contract, SIEMENS ENERGY LTD may cancel the contract in whole or in part in case (a) the Supplier is in delay with its delivery or service and such delay – despite a corresponding reminder by SIEMENS ENERGY LTD – persists for more than two weeks after receipt of such reminder or in case (b) that adherence to the contract by SIEMENS ENERGY LTD cannot reasonably be expected from SIEMENS ENERGY LTD because of a reason attributable to the Supplier and taking into consideration the circumstances of the case and both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfillment of the Supplier's obligations under the contract.

13.2 SIEMENS ENERGY LTD may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

In case of a termination by SIEMENS ENERGY LTD SIEMENS ENERGY LTD may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

14. Code of Conduct for Siemens Energy Suppliers, Security in the Supply Chain

14.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor and the Supplier shall comply with the regulations of the Siemens Energy Code of Conduct and address these expectations to its own suppliers along its supply chain. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Customer and its representatives or a third party appointed by SIEMENS ENERGY LTD and reasonably acceptable to Supplier shall be entitled (but not obliged) to conduct – also at Supplier's premises – inspections in order to verify Supplier's compliance with the contractual obligations, in particular with the Code of Conduct. Any such inspection may only be conducted in accordance with the applicable data protection law and shall neither unreasonably interfere with Suppliers' business activities nor violate any of Suppliers' confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspection to be conducted. Supplier shall immediately initiate any remedial actions if it detects any violation of the Code of Conduct by itself or its subcontractors and shall promptly inform Customer of any

such violation and the remedial action if and to the extent such breach affects the contract.

- 14.2 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following 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 recognized initiatives based on the WCO SAFE Framework of Standards (e. g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to SIEMENS ENERGY LTD or provided to third parties designated by SIEMENS ENERGY LTD against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.
- 14.3 In addition to other rights and remedies SIEMENS ENERGY LTD may have, SIEMENS ENERGY LTD may terminate the contract in case of breach of the obligations under section 14 by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, SIEMENS ENERGY LTD's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by SIEMENS ENERGY LTD.

15. Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety

- 15.1 Should the Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by SIEMENS ENERGY LTD to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier must ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to SIEMENS ENERGY LTD upon request.
- 15.2 Should the Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or SIEMENS ENERGY LTD or at the place of destination named by SIEMENS ENERGY LTD.
- 15.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform SIEMENS ENERGY LTD hereof in a form agreed upon between the Supplier and SIEMENS ENERGY LTD, but in no case later than the date of order confirmation. The requirements concerning dangerous goods in section 4.4 and 4.5 remain unaffected.
- 15.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.
- 15.5 The Supplier shall provide all necessary data and information in accordance with the EU Carbon Border Adjustment Mechanism (CBAM) statutory regulations in a timely manner upon request of Customer in order to meet SIEMENS ENERGY LTD's external obligations. CBAM latest developments as well as guidance can be accessed on the official Carbon Border Adjustment Mechanism Website; currently available under the following link: [Carbon Border Adjustment Mechanism \(europa.eu\)](https://ec.europa.eu/cbam/).

16. Cybersecurity

- 16.1 The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 16.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by the Supplier from time to time in the performance of this contract.
- 16.3 Should products or services contain software, firmware, or chipsets: 16.3.1 the Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- 16.3.2 the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to SIEMENS ENERGY LTD remedying vulnerabilities for the reasonable lifetime of the products and services;
- 16.3.3 the Supplier shall provide to SIEMENS ENERGY LTD a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to SIEMENS ENERGY LTD;
- 16.3.4 the Supplier shall grant to SIEMENS ENERGY LTD the right, but SIEMENS ENERGY LTD shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support SIEMENS ENERGY LTD;
- 16.3.5 the Supplier shall provide SIEMENS ENERGY LTD a contact for all information security related issues (available during business hours).
- 16.4 The Supplier shall promptly report to SIEMENS ENERGY LTD all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent SIEMENS ENERGY LTD is or is likely to be materially affected.
- 16.5 The Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 16.
- 16.6 Upon SIEMENS ENERGY LTD's request, the Supplier shall provide written evidence of its compliance with this section 16 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).

17. Export Control and Foreign Trade Data Regulations

- 17.1 The Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). In particular, the Supplier represents and warrants that none of its products nor its services provided under the contract contain products and/or services restricted for import under the Foreign Trade Regulations applicable to the Customer, including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection. The Supplier shall advise the Customer in writing within two weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by the Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:
- all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
 - the statistical commodity code according to the current

commodity classification for foreign trade statistics and the HS (Harmonized System) coding including the respective tariff basis on which the classification of the product has been performed (e.g. EU Combined Nomenclature, TARIC, US HTS); and

- the country of origin (non-preferential origin) as well as the region of origin, if applicable for the respective country of origin; proof of origin (e.g. Packing-List, Delivery Note, BOL, GAI); and

- upon request of Siemens Energy Ltd.: preferential statement including Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers); and

- upon request of Siemens Energy Ltd.: evidence of the country of origin of the iron and steel inputs used for the processing of the products.

Supplier shall be liable for any expenses and/or damage incurred by Siemens Energy Ltd. due to any breach of the obligations according to this section 17.1.

17.2 Ban on re-exports to Russia („No-Russia-Clause“)

The following clause shall apply if and to the extent (i) Siemens Energy supplies any goods or technology to the Supplier in the course of the execution of the contract, (ii) such supplied goods or technology are or refer to goods listed in the Annexes set out in Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended and (iii) and the supply takes place from the EU to a third country except for partner countries according to Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended:

- SIEMENS ENERGY LTD hereby prohibits to the Supplier, and the Supplier agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any supplied goods as well as technology (and related documentation, regardless of the mode of provision) provided by SIEMENS ENERGY LTD to the Supplier under the contract.
- SIEMENS ENERGY LTD shall be entitled to terminate the contract by written notice in the event of a breach by the Supplier of the obligation pursuant to this section 17.2. Upon termination, the Supplier shall pay to SIEMENS ENERGY LTD all costs and damages incurred by SIEMENS ENERGY LTD from such termination. In any case, the Supplier shall pay SIEMENS ENERGY LTD liquidated damages in the amount of 20 % of the contract price.
- Notwithstanding the provision hereinabove in this section 17.2, the Supplier shall indemnify and hold harmless SIEMENS ENERGY LTD in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against SIEMENS ENERGY LTD arising out of or relating to a breach by the Supplier of the obligations under this section 17.2 and the Supplier shall compensate SIEMENS ENERGY LTD for all losses and expenses incurred resulting thereof.

18. Reservation Clause

SIEMENS ENERGY LTD shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

19. Mention as Reference Customer

Only upon SIEMENS ENERGY LTD's prior written approval, the Supplier shall be allowed to mention SIEMENS ENERGY LTD as a reference customer and/or make reference to products or services which the Supplier has developed during the performance of an order for SIEMENS ENERGY LTD.

20. Supplementary Provisions

20.1 Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.

20.2 The Supplier shall be liable for any expenses and/or damages

incurred by SIEMENS ENERGY LTD due to any breach of these conditions, in particular of

20.3 sections 2, 3, 4, 7, 8, 14, 15, 16 and 17, unless the Supplier is not responsible for such breach.

21. Place of Jurisdiction and Applicable Law

21.1 Unless otherwise specified in the Contract, any disputes or discrepancies in connection with the Contract, which cannot be settled amicably between the Parties within 30 days from its occurrence, either Party shall be entitled to bring such dispute to the Vietnam International Arbitration Center for settlement according to its Rules. The seat of arbitration shall be Hanoi, Vietnam; the language to be used in the arbitration proceedings shall be English. The arbitration fees for settling disputes shall be borne by the losing party.

21.2 The contractual relationship shall be subject to the laws of Vietnam without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

21.3 This General Conditions of Purchase of Goods and Services and any documents attached to, including but not limited to the Code of Conduct, and the Special Conditions for Purchase of Software (where applicable) shall form integral parts of the Contract.

21.4 Where the Contract is concluded in both English and Vietnamese and in case of inconsistency between English and Vietnamese version, English version shall prevail. The language to be used in the arbitration proceedings shall be English.

22. Severability

Any individual provision of this contract, which is or becomes invalid, illegal or unenforceable under any law of any jurisdiction which affects the performance of the contract or any omission to provide for any subject matter shall not affect the validity of the remaining provisions of this contract. In such cases, any invalid, illegal or unenforceable provision(s) shall be severed from the remainder of the contract and the parties shall seek effective solutions as closely as possible approximating (in economic effect) to the invalid, illegal or unenforceable provisions.

23. Data Privacy:

23.1 For protecting the security and privacy of personal information, Siemens Energy Ltd's Privacy Notice as link below will define what data Siemens Energy LTD may collect; how Siemens Energy LTD uses and safeguards that data; and with whom Siemens Energy LTD may share it. SUPPLIER shall inform Siemens Energy's privacy notice to SUPPLIER's staff/individuals who are conducting transactions with Siemens Energy LTD.

[Siemens Energy's Privacy Notice for our suppliers \(forms.office.com\)](#)

23.2 Without the consent of Siemens Energy Limited, the processing of personal data for any purpose other than the performance of your tasks or as otherwise instructed by Siemens Energy Limited and/or Siemens Energy group companies (collectively referred to as "Siemens Energy") is prohibited. All information relevant to this topic is as the following link for "commitment of externals".

[Commitment of externals \(forms.office.com\)](#)

24. Force Majeure

24.1 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 thereof, power failure resulting from fires, explosions and other acts of God, infectious diseases or epidemics. The Supplier shall notify SIEMENS ENERGY LTD immediately upon learning of any event which may result in any delay and possible consequence for performance of the contract.

24.2 If such event lasts for more than 03 months, either Party shall be entitled to terminate one or whole part of the contract. In such event, no Party shall have any claim against the other.

ANNEX 1 – Siemens Energy Code of Conduct

for Suppliers and Third-Party Intermediaries – CoC Version 2.0, March 2023

This Code of Conduct defines the basic requirements placed on the suppliers and third-party intermediaries of Siemens Energy 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

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, 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, oppression, exploitation and human trafficking.

✚ Prohibition of Child Labor

- Employ no workers under the age of which compulsory schooling ends according to the law of the place of employment, provided that the age of employment is not less than 15 years 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 in employment

- Ensure equal treatment of employees, irrespective of skin color, race, nationality, ethnicity, social background, health status, disabilities, gender, sexual identity and orientation, marital status, political opinion, ideological or religious conviction, belief, or age, and promote their equal opportunities.
- 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.
- Refrain from unnecessary restriction on freedom of movement, except for safety and security requirements.

✚ Freedom of association and collective bargaining

- Recognize the legal rights of workers to form or join trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.

✚ Working Hours & Wages for Employees

- Adhere to all applicable working-hours and rest breaks regulations.
- Pay fair, at least minimum, wages required by applicable law.
- In the event of cross-border personnel deployment adhere to all applicable legal requirements.

✚ Life, Health & Safety of Employees

- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions and, where applicable, adequate accommodation to safeguard health and wellbeing of employees.
- Provide training and instruction to ensure employees are educated in health and safety issues.
- Establish and apply a reasonable occupational health & safety management system¹.

✚ Impact on communities

- Refrain from unlawful eviction and / or unlawful deprivation of land, forests and waters.

✚ Security Forces

When using private or state security forces, ensure that the human rights of employees and other rights holders are respected (in particular, no use of physical or psychological force, except in case of legitimate self-defense).

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.
- Not cause harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption, which significantly impairs the basic existential needs or harms the health of a person.
- 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 Energy 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 and Cybersecurity

- Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
- Commit to have an adequate Cybersecurity management framework established in its organization based on good industry practice, to ensure the confidentiality, authenticity, integrity, and availability of data, processes, products, systems and services.

✚ 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.

Grievance Mechanism

- Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.
- Ensure protection of reporters or whistleblowers against any kind of retaliation.

Supply Chain

- Take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

(*1) <https://www.siemens-energy.com/global/en/company/about/supply-chain-management/sustainability-in-the-supply-chain/ehs-management-systeme.html>

ANNEX 2 – Special conditions for Purchase of Software

1. Software License

If the deliveries and/or services include Software, the Supplier acknowledges that SIEMENS ENERGY LTD may be on-selling the same to its customers or end-users and warrant that it has good title to license the Software.

The Supplier permits SIEMENS ENERGY LTD to market and resell the Software and any accompanying hardware either alone or as part of a package.

The Supplier grants to SIEMENS ENERGY LTD a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable license:

- 1.1. to install, launch, test and operate Software and its related documentation;
- 1.2. to sublicense the right of use under section 1.1 above to any company, partnership or other legal entity which directly or indirectly controls, is controlled by or is under common control with SIEMENS ENERGY LTD (hereinafter referred to as "Affiliates") to contracted third parties, to distributors and to end customers;
- 1.3. to license to Affiliates and distributors the right to sublicense the right of use under section 1.1 above to end customers;
- 1.4. to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software; to market and resell the Software and any accompanying hardware wither alone or as part of a package;
- 1.5. to distribute, sell, hire out, lease and make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
- 1.6. to sublicense the right of use under section 1.5 above to Affiliates contracted third padies and distributors
- 1.7. In addition to the rights granted in section 1.1 to 1.6 above, SIEMENS ENERGY LTD, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.
- 1.8. All sublicenses granted by SIEMENS ENERGY LTD must contain appropriate protection for the intellectual property rights of the Supplier in the Software, containing the same contractual provisions as used by SIEMENS ENERGY LTD to protect its own intellectual property rights.
- 1.9. If the deliveries include documentation, the Supplier grants to SIEMENS ENERGY LTD a perpetual, worldwide, no- charge, royalty-free, irrevocable license to use, reproduce, distribute and prepare derivative works in SIEMENS ENERGY LTD's name all documentation furnished by the Supplier. SIEMENS ENERGY LTD may reproduce such documentation without the Supplier's logo or other identification of source, subject to affixing copyright notices to all copies of documentation and the 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:

- third parties to use and reproduce the deliveries for SIEMENS ENERGY LTD 's internal use; and
- third party channels of distribution.

- 1.10. The Supplier undertakes to supply SIEMENS ENERGY LTD with all updates of the Software and to allow SIEMENS ENERGY LTD to copy them to those of its customers who hold an original copy version. The Supplier shall provide SIEMENS ENERGY LTD with such technical advice, assistance, data and documentation, including source code where necessary, to enable SIEMENS ENERGY LTD to maintain the Software if it so wishes.

2. Open Source Components

- 2.1. The Supplier shall, in good time but at the latest by the time of order confirmation, inform SIEMENS ENERGY LTD in writing whether the deliveries and services contain Open Source Components. In the context of this provision, "Open Source Components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Shou the deliveries and services by the Supplier contain pen Source Components, the Supplier shall comply wall applicable open source license terms and shall grant all those rights to SIEMENS ENERGY LTD and provide all information which SIEMENS ENERGY LTD needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to SIEMENS ENERGY LTD promptly after the order is confirmed the following:
 - A schedule of all Open Source Components 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.
 - The complete source code of the relevant open source software, including scripts and information regarding its generating environment in so far as the applicable open source conditions require this.
- 2.2. The Supplier shall, in good time but at the latest by the time of order confirmation, inform SIEMENS ENERGY LTD in writing whether any open source licenses used by Supplier might be subject to a Copyleft Effect, which could affect the products of SIEMENS ENERGY LTD. In the context of this provision, "Copyleft Effect" means that the provision of the open source license requires that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by Supplier would be subject to a Copyleft Effect, SIEMENS ENERGY LTD shall be entitled to cancel the order within two weeks of receipt of such information without any cost and liability consequences for SIEMENS ENERGY LTD.