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**1. Applicability**

- 1.1. These general terms and conditions of sale (hereinafter referred to as "General Terms") for Siemens Energy, Trgovsko in storitveno podjetje, d. o. o., Ljubljana, apply for any and all sales of goods and mutatis mutandis for provision of services (hereinafter referred to as: Deliveries) by Siemens Energy, d. o. o. (hereinafter referred to as "Supplier") unless agreed otherwise in writing. Other conditions, including the general terms and conditions of the ordering party/purchaser (hereinafter referred to as "Customer") shall be valid only upon an express written consent of the Supplier.
- 1.2. In case of sale to consumers these General Terms shall apply to the extent not contradicting the laws on consumer protection.
- 1.3. The term "Contract" shall within these General Terms mean the entire legal relation between the Supplier and the Customer, e. g. as defined by the agreement, eventual amendments to the agreement, these General Terms, etc. unless expressly agreed otherwise or indicated otherwise in the respective context.

**2. Offer, Agreement Conclusion**

- 2.1. The offers made by the Supplier are informative and non-binding unless the offer expressly states otherwise. Any statements included in the catalogues or promotional materials shall be non-binding unless otherwise agreed.

- 2.2. The agreements between the Customer and the Supplier shall be deemed concluded when the Supplier

receives the Customer's order and sends a written order confirmation or dispatches the ordered goods to the Customer.

- 2.3. If the order refers to the general terms and conditions of the Customer or contains provisions deviating from these General Terms or conditions contained in the offer, respectively, the goods shall be deemed as dispatched or the order confirmed, respectively, according to the latter unless expressly stated otherwise in the order confirmation.

**3. Electronic Commerce**

- 3.1. Electronic Commerce shall mean the conduct of business in the electronic format by using information and communication technology and/or electronic signature in legal transaction as defined by the law regulating electronic commerce. Electronic Commerce shall be equivalent to the classic (written) one provided that:

- a) permanent preservation of the electronic messages and their later use is ensured;
- b) information is retained as to enable the identification of the origin and the destination of an electronic message as well as the place and time when it was sent or received;
- c) information is retained in the format in which it was generated, sent or received, or in a format that accurately represents the information generated, sent or received, respectively;
- d) technology and procedures used appropriately prevent any change or deletion of the data that could not be detected easily, or reliably ensure the inalterability of the message, respectively.

- 3.2. An electronic message shall be deemed as sent when it enters the information system out of the control of the sender or the person who sent the electronic message upon his order on his behalf. An electronic message shall not be deemed as unsent only due to a requested and missing delivery receipt, unless a prior express written agreement stipulates that a delivery receipt is required for a valid delivery. The seat of the sender shall be deemed the place of sending of the electronic message even if the sender's information system is located elsewhere and such a place would otherwise be regarded as the place of dispatch.

- 3.3. The electronic message shall be deemed as received when it enters the recipient's information system. The seat of the recipient shall be deemed as the place of delivery even if the recipient's information system is located elsewhere and such a place would otherwise be regarded as the place of reception.

**4. Exclusion of Liability for Offer Perfection**

- 4.1. The Supplier shall not be responsible for perfection

of offers by the Customer or third parties that are based on offers by the Supplier or including them.

- 4.2. The liability for fitness of the Deliveries for the concrete purpose of use shall be vested with the Customer. Unless explicitly agreed otherwise in writing, or unless

the Customer serves the Supplier prior to order confirmation with technical documentation describing the expected attributes of the Deliveries, respectively, the Supplier shall only be liable for fitness for ordinary use.

## 5. Prices and Terms of Payment

- 5.1. The price stated in the Contract shall be deemed the Contractual Price.
- 5.2. The Contractual Price and the payment term shall be determined in the offer and the agreement, respectively.
- 5.3. The Contractual Price is quoted in net value and does not include the VAT, customs duties nor any other eventual taxes or charges. The Customer shall reimburse the Supplier and/or his subcontractors all such costs if they are initially borne by the latter due to statutory requirements or other reasons.
- 5.4. All prices include the delivery under the EXW parity (Incoterms 2010) but do not include the packing, freight, insurance costs or other expenses or manipulative costs (such as e. g. costs of unloading, storing, third-party inspections, etc.).
- 5.5. If the Supplier agrees to set-up or built-in the delivered goods any additional costs arising thereof such as e. g. traveling expenses or daily allowances shall be borne by the Customer in addition to the Contractual Price, unless expressly agreed otherwise.
- 5.6. The prices are based on anticipated costs of the Supplier at the time the agreement is executed. If the costs increase significantly by the time of the delivery, the Supplier shall be entitled to request a price adjustment.
- 5.7. In case new or increased tariffs or customs adversely impact the price of Supplier's scope of supply/services, including the price of subcontractor materials and/or services entailed therein, the Supplier is allowed to adjust the price in line with such increase.
- 5.8. Unless otherwise agreed, all payments shall be made to the named Supplier's bank account, in the agreed currency, pursuant to agreed terms of payment upon 30 (thirty) days from the issuance of invoice in full amount of the invoice, without any deductions (e. g. bank costs). If the deductions cannot be avoided, the Customer shall increase the amount in the bank order accordingly to ensure the Supplier receives the same amount as he would have if there were no deductions.
- 5.9. If a discount or bonus is agreed upon, the Customer shall only be entitled thereto provided the payment is made in time and in the agreed amount.

- 5.10. If the delivery in multiple parts is agreed upon (partial deliveries) each partial delivery shall be paid upon respective partial invoice, due upon 30 (thirty) days from the issuance of each invoice, unless otherwise agreed.
- 5.11. The payment shall be deemed executed on the day when the Supplier is able to dispose of it.
- 5.12. In case of delay of the Customer with the payment or with other fulfillment of obligations from this or other mutual business transactions, the Supplier has the right, without affecting any of its other rights, to postpone the fulfillment of its obligations out of this or other mutual business relationships until the settlement of respective payment and / or other obligations, and to use the right to adequately postpone the Supplies. In case of late payment the Supplier is entitled to request the statutory interest for late payment.
- 5.13. The Customer shall not be entitled to withhold payments on account of claims against the Supplier based on liability for defects or other legal grounds.
- 5.14. For the purpose of securing the payment of agreed price, the Customer is obliged to deliver to the Supplier the payment instruments pursuant to the referenced priorities:
1. Bank guarantee (upon first call, irrevocable, unconditional, issued by first class bank institution, accepted by the Supplier); or if this is not possible and if the Supplier accepts,
  2. Blank debenture (signed and certified by the notary public for the Customer); or
  3. Blank bill of exchange (without protest).
- 5.15. In case of total advance payment of the Supplies by the Customer, the application of Article 5. 14. is excluded.
- 5.16. The Supplier may at any time offer a replacement guarantee or other instruments of securing the obligation for the replacement of existing guarantee (e.g. for the advance payment, performance and/or warranty guarantee) (hereinafter: the "replacement guarantee"), substantially in the form of the existing guarantee, to be issued by another guarantor. If such a replacement guarantee provides similar or better security to ensure the performance of the obligations that are secured by the existing guarantee (having regard to the creditworthiness of the guarantor, place of issuance and the terms of the guarantee) the Customer shall accept such replacement guarantee in exchange for the existing guarantee already delivered by the Supplier.
- 5.17. Upon the delivery of the replacement guarantee to the Customer, the Customer undertakes not to, and shall have no right to, make any claims under the existing, previously delivered, guarantee anymore. The Customer undertakes to return the existing guarantee to the Supplier for release and enable the Supplier to release the obligations under existing guarantees, immediately following the delivery of the replacement guarantee, and if the return is not possible or the following shall be necessary together with the return

of the existing guarantee, to deliver and sign the letter, declaration or any other necessary document (e.g. release letter) which releases the Supplier of any obligations under the existing guarantees, and which is reasonably acceptable to the contracting parties.

delayed partial delivery in the height of 0,5 % of the price of the respective partial delivery for each completed week of delay, however not more than 5 % of the price of the respective partial delivery in total.

## 6. Retention of title

- 6.1. The goods to be delivered and their respective parts shall remain the property of the Supplier until paid in full.
- 6.2. Upon Supplier's request, the Customer shall immediately upon the execution of the agreement and at his own cost notarize his signature and return the agreement with a notarized signature promptly to the Supplier. The Customer authorizes the Supplier to enter the retention of title to public evidences at the expense of the Customer. While the retention of title is in force, the Customer shall maintain the goods appropriately, insure them adequately against usual risks and take all reasonable measures to prevent damage on the property of the Supplier.
- 6.3. Unless otherwise agreed, the Customer is not entitled to dispose of the said goods.
- 6.4. If the retention of title is justifiably asserted, the Customer shall submit the object of the delivery to the Supplier and enable unrestricted access thereto and the removal thereof, respectively.

- 7.5. The liquidated damages from the previous Article shall be the sole and only remedy for the delay of the Supplier.

## 8. Alteration of the Delivery

- 8.1. If the purpose of the Contract cannot be fulfilled in the agreed extent or in the agreed manner due to a change in legislation, technical or other standards, requests by the state or local authorities or a holder of a public authority, case law or use of administrative law that occurred after the execution of the agreement, the Supplier shall alter the delivery only upon a prior agreement with the Customer on the change of the deliver conditions such as e. g. delivery terms, prices, etc. If the performance of the Order is impeded due to the aforementioned reasons, the Supplier shall have the right to an appropriate extension of time and remuneration of additional costs incurred therewith.
- 8.2. The Supplier reserves the right to employ subcontractors.

## 7. Delivery Term and Delay

- 7.1. The delivery term shall be stipulated in the offer or the agreement.
- 7.2. The delivery term shall commence to run on the date the latest of the following occurs:
  - a) the Supplier confirms the Customer's order;
  - b) the Customer fulfils all technical, sales or other conditions required and requisite for a successful fulfilment of the Supplier's duties;
  - c) the Supplier receives either the advance payment due before the Deliveries are made available to the Customer, or the respective guarantee in case of such agreement.
- 7.3. The delivery term does not commence to run or, if it has already begun, it shall be suspended if:
  - a) the Customer does not provide the requisite information, documents, deeds, permits or other documentation he is required to provide;
  - b) the Customer does not fulfil all technical, sales or other conditions, required and requisite for a successful fulfilment of the Supplier's duties (Chapter 9.), including the conditions from the Article 10.1.;
  - c) Force Majeure case (Chapter 15.).

The Supplier shall also be entitled to an extension of time if the Customer's conduct from this Article significantly impedes the performance of the Order. The Supplier shall in any case from this Article be entitled to compensation of costs incurred therewith.

- 7.4. If the Supplier is due to his own default in delay with the delivery for more than two weeks, the Customer shall be entitled to liquidated damages for the

## 9. Customer's Duties

- 9.1. The Customer shall ensure all conditions on his part for a successful and undisturbed performance of the Order, in particular he shall obtain all necessary permissions and consents for acceptance, commissioning and use of the supplied Deliveries.
- 9.2. For every building-in, erection, commissioning or performance of tests on the Deliveries outside of the premises of the Supplier (hereinafter referred to as "Works at the site") the Customer shall timely ensure at his own expense:
  - a) unrestricted access of the Supplier's staff to the site and the infrastructure;
  - b) support regarding obtaining visas, work permits and performance of customs procedures for the equipment and staff of the Supplier and his subcontractors, respectively;
  - c) that all preliminary diggings, construction and similar works (e. g. scaffolding and lifts erection) requisite for the Supplier to be able to begin with the performance of services have been finished;
  - d) energy, water, heating and illumination;
  - e) suitable dry and lockable rooms for storing materials, tools, etc., suitable recreation and working areas equipped with a telephone line and internet connection, adequate bathroom facilities;
  - f) compliance with all necessary health and safety measures and property-protection measures to protect the health, safety and property of the Supplier and his subcontractors.
- 9.3. Before the beginning of the Works at the site, the Customer shall at his own expense:
  - a) submit to the Supplier all necessary information on location of electrical and gas installations, plumbing, other installations, static and

- subterranean conditions at the site;
  - b) provide the agreed materials and equipment requisite for the beginning of the Works at the site and for a coordinated and uninterrupted performance of the works.
- 9.4. The Customer shall at his own expense provide appropriate containers at the site for storing dangerous and special waste as defined by valid laws and regulations as well as ensure appropriate storage and removal of such waste.
- 9.5. If successive partial deliveries are agreed upon, the Customer shall at the Supplier's request regularly confirm the progress and conclusion of the works in writing.
- 9.6. The Customer shall reimburse the Supplier all costs incurred due to the delays with Works at the site attributable to the Supplier by the latter due to defaults

**10. EHS, Handling with Asbestos and Other Hazardous Materials**

- 10.1. Whenever the Supplier is supposed to provide fitting, assembly or other similar services at the site, the Customer shall ensure that the works sites or construction sites, including the air and all parts of the equipment where the services are taking place, are free of asbestos. Else, the Supplier is entitled to defer the beginning of the works or suspend them until the Customer ensures compliance with the said conditions. It shall be deemed that the air is free of asbestos if the concentration in the air does not exceed 1000 fibers per m<sup>3</sup>. Upon the Supplier's request, the Customer shall be able to prove compliance with these standards with adequate measurements that may be as well ordered by the Customer.
- 10.2. The measurements shall be as a rule performed by a duly authorized and independent institute according to the rules acceptable for the Supplier.
- 10.3. The removal of asbestos shall only be performed by a duly qualified company. The costs of such removal shall be borne by the Customer.
- 10.4. The Supplier reserves the right to employ any safety measures and perform partially or in whole any agreed works even though the conditions from the Article 10.1. are not fulfilled.
- 10.5. If the Supplier discovers hazardous materials (including asbestos), environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local environmental conditions which have an adverse effect on the Supplies, execution of works or services by the Supplier, the Customer shall be liable for any required remediation and shall also reimburse the Supplier for any reasonable additional costs and expenses. The Customer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with the applicable laws.

- 10.6. The Supplier obliges to comply with all applicable laws and regulations regarding safety at work, including the global Supplier's EHS standards, as well as to enforce the principles of the „Zero Harm Culture“ program. The Supplier shall not be obliged to provide the Supplies or execute any works or service on site in an unhealthy or dangerous surroundings, which is not in accordance with the applicable health and safety requirements.
- 10.7. The Supplier shall comply with the Customer's site rules and regulations when performing Supplies on site, provided that such rules are in accordance with the applicable laws, and that the Customer informed the Supplier, in writing, of all relevant site rules and regulations in force at the premises within a reasonable period of time prior to performance of the Supplies on site.

**11. Acceptance**

- 11.1. For Deliveries where a formal acceptance is agreed (e. g. technical acceptance), the Customer shall carry out all requisite factory tests, preliminary running and other tests and accept the Deliveries upon their completion or partial completion. Unless otherwise agreed, the acceptance shall be completed within one week after the Supplier has notified the Customer that the Deliveries are ready for acceptance.
- 11.2. For Deliveries that do not require a formal acceptance, the Customer shall accept the Delivery as soon as the goods are delivered and services rendered, respectively, unless otherwise agreed in the contract.  
For the avoidance of the doubt, the Customer is not allowed to condition its acceptance and takeover of the Deliveries, or any part thereof, with the acceptance and takeover of the Deliveries by any other third party, unless otherwise explicitly agreed.
- 11.3. If the Customer does not accept the Deliveries as set forth in the previous two Articles, the Deliveries or partial Deliveries shall be deemed as accepted unless the Customer was unable to accept the Deliveries due to a justifiable reason that he has promptly communicated the Supplier. The Supplier is in any case entitled to the reimbursement of all costs and damages incurred due to a non-acceptance.
- 11.4. Any Deliveries shall be deemed as accepted when its commercial use commences or if the acceptance tests (if applicable) have not been carried out within one week after scheduled dates due to reasons not attributable to the Supplier.
- 11.5. The Customer shall only be entitled to reject the acceptance in case of substantial defects that hinder the operation of the delivery and/or commissioning of the delivery, i.e. the Customer shall be obliged to take over and accept the object of Deliveries even when it has minor deficiencies or minor damages which do not disturb the normal use and / or use which satisfies the security demands. Burden of proof that deficiencies or damages are not minor rests on the Customer.
- 11.6. The Customer shall accept and pay for partial Deliveries. The Customer shall also accept the

- delivery even if the Supplier failed to provide all agreed documents, provided such documents are not requisite for economic exploitation of the delivery or it was expressly agreed otherwise (e. g. user's manual in Slovenian).
- 11.7. The Customer shall duly inspect the delivery prior to acceptance and notify the Supplier of any defects in writing. The notification of patent defects shall be communicated immediately after the acceptance. The Notification of latent defects shall be communicated immediately after identified. The Customer shall be responsible for collecting evidence on defects and eventual damages and submit them to the Supplier.
- 11.8. When the Customer is required to perform additional operation tests or preliminary running after the acceptance has been complete, any unsuccessful performance thereof shall not have any impact on the already completed acceptance.
- 11.9. All acceptance costs (e. g. expenses of examinations, tests, permits or acceptance procedure) shall be borne by the Customer.
- 12. Transfer of Risk**
- 12.1. Unless otherwise agreed or in the case Incoterms terms of delivery that do not define the moment of risk transfer apply, the risk of accidental loss of or damage shall pass from the Supplier to the Customer:
- a) for deliveries of goods upon the delivery to the first carrier;
  - b) for deliveries that involve services after the services are completed and accepted according to Articles in Chapter 11.
- 13. Liability for Defects**
- 13.1. The Supplier shall be liable for rectification of defects on supplied goods and services if they do not have the attributes necessary for the customary use or attributes and features that were expressly agreed upon (hereinafter referred to as Defects), provided that such Defects are caused by reasons existent before the acceptance.
- 13.2. The liability shall be excluded for Defects that cannot be attributed to the Supplier or are caused by reasons out of the Supplier's control, such as e. g.:
- a) poorly executed preliminary works, construction or assembly works;
  - b) defects of the materials supplied by the Customer;
  - c) insignificant deviations from the specifications;
  - d) normal wear and tear after the risk has been transferred;
  - e) defects caused by inappropriate operation, excessive, inappropriate, incorrect or negligent use of Deliveries by the Customer or third parties;
  - f) defects caused through use of inappropriate working materials;
  - g) defects caused by unauthorized interference of third parties;
  - h) defects caused by failure to comply with instructions or recommendations of the Supplier contained in operation and service manuals;
  - i) software defects that cannot be reproduced;
- j) defects caused by third persons or force majeure (e. g. atmospheric discharge, surge, exposition to chemical agents, etc.).
- 13.3. If the supplied goods or services are manufactured and/or performed according to the construction data, plans, models or other specifications provided by the Customer, or materials provided by the Customer, or upon instructions by the Customer, the Supplier shall only be liable for the quality of the execution of works itself.
- 13.4. The Supplier's liability for works performed by third parties not related to the Supplier shall be excluded in all cases.
- 13.5. Unless otherwise agreed, the liability period for Defects shall be 6 months and shall begin to run with the acceptance or the partial acceptance of the Deliveries (Chapter 11.).
- 13.6. The liability for Defects ceases prematurely in case:
- a) repairs and/or alterations to the Deliveries are performed by the Customer or a third party without a prior written consent of the Supplier;
  - b) the Customer does not notify the Defect to the Supplier pursuant to Article 11.7;
  - c) the Customer does not undertake all reasonable measures to avoid the resulting damages;
  - d) the Customer does not enable the Supplier to rectify the Defects.
- 13.7. The Supplier shall rectify the Defect which was duly and timely notified pursuant to the Article 11.7. at his own discretion either by repair, substitution or re-performance of the defect works.
- 13.8. The Customer shall allow the Supplier a reasonable period and ensure appropriate conditions for the rectification of Defects. The Customer shall furnish the defect parts and/or services to the Supplier for rectification at his own cost and responsibility at the place in the Republic of Slovenia designated by the Supplier, unless explicitly agreed otherwise in writing. The expenses of and risk during the disassembly and assembly shall be borne by the Customer.
- 13.9. If the Defect is not rectified within the agreed period, the Customer shall be entitled to entrust the rectification to a third party at the expense of the Supplier subject to a prior written notice.
- 13.10. If the Customer engages in Defect rectification but later ascertains there is no Defect, the respective costs of such rectification attempt shall be borne by the Customer.
- 13.11. The liability period (Article 13.5.) shall commence to run anew for every substituted or repaired part. However, the liability of the Supplier shall end in any case after twice the initial liability period, calculated from the date of the initial acceptance, has passed.
- 13.12. Unless otherwise agreed, the remedies mentioned in this Chapter shall be the exclusive remedies for defects. Any other liability other than that mentioned in this Chapter, including liability on any other legal grounding, shall be excluded. The Customer is not

entitled to reimbursement of costs or further compensation incurred in connection with asserting liability claims and/or enforcing his rights.

**14. Liability for Damages**

- 14.1. The Supplier's liability for damages shall be limited to 20 % of the Contractual Price for every single event and to a maximum of 50 % of the Contractual Price for all events aggregately. In case of a frame agreement covering multiple deliveries in a longer period based on individual orders, the Contractual Price shall mean the price of each individual delivery.
- 14.2. The liability for any reflex damages, damages for lost expectations (reliance damages), inability of use, loss of revenue, loss of data, production cut-out, reduction of sales, damages due to liquidated damages and damages paid to third parties or the provision of other benefits to third-parties upon their claims, or other incidental or indirect damages, shall be excluded.
- 14.3. The limitations from previous Articles shall not apply in case the damages are incurred due to gross negligence or intent of the Supplier. The liability for any consequences caused by ordinary negligence (culpa levis) shall be, however, excluded.
- 14.4. All liability limitations stipulated in the Contract in favor of the Supplier shall also apply to his subcontractors and subsuppliers.
- 14.5. The Customer shall ensure that the liability of the Supplier to other business partners of the Customer does not exceed the boundaries as set forth in the Contract. The Customer shall indemnify the Supplier from any claims by his other business partners exceeding these limits.
- 14.6. The Customer shall not be entitled to claim damages after the liability for defects period has expired or after that lapse of statutory limitation (prescription) period, whichever comes first.

**15. Force Majeure**

- 15.1. Force Majeure shall mean any unforeseeable event occurring after the execution of the agreement that could not be expected, prevented or avoided and causes a delay in performance of the Contract or the inability to fulfil it. Examples of Force Majeure shall include e. g. natural disasters and catastrophes such as epidemics, nuclear accidents, fire, floods, hurricanes, earthquakes; actions or omissions of civil or military authorities such as changes of legislation, limitations of use or transactions with foreign currencies, revocation or abolishment of import or export allowances, declaration of state of emergency, imposing of quotas or restrictions on use of materials or labor force employment; war or mobilization, civil war or uprising, riots, sabotages or revolutions; strikes or lockouts; disturbances in production at the Supplier or his subsuppliers resulting from Force Majeure that cause delays in delivery of key raw materials and/or components.

Examples of Force Majeure also include embargos or any other trade sanctions imposed by the European Union or the United States of America (which, upon

sole discretion of the Supplier, may expose Siemens Energy or any of its affiliates to sanctions, penalties or other actions of governmental authorities detrimental to the Supplier or any of its Affiliates), attacks on Siemens Energy IT systems (such as virus attacks, hacker attacks, etc.), actions by the Customer or any third party or any other events, which could not be foreseen or influenced by the Supplier.

For the avoidance of doubt, and notwithstanding the aforementioned circumstances, the Supplier shall be entitled to a reasonable adjustment of the Contract's terms and conditions, scope, price, delivery times and schedule in the event of delays and costs (and any related consequences) directly or indirectly caused by an uncertain political and security situation in the world which effects are difficult to foresee for the Parties at the time of contract signing and which can, directly and indirectly, affect the execution of the contract, including, but not limited to, the availability of certain equipment, commodities, metals, and materials as well as the availability of transportation routes, means and services and supply of gas.

The above referenced circumstances justify the postponement of Supplies deadlines also when occurred with SIEMENS ENERGY's suppliers, sub-contractors and / or sub-deliverers.

- 15.2. As long as Force Majeure event continues to exist, the affected party shall not be deemed to be in delay with fulfilment of its obligations impacted by Force Majeure nor shall be liable for any damages arising thereof.
- 15.3. The party affected by Force Majeure shall promptly notify the opposite party of occurrence and cease thereof and upon request provide available evidence of occurrence, duration, extent and consequences of Force Majeure. Otherwise, the affected party shall not be entitled to the benefits granted in this Chapter. The contractually agreed due dates shall be extended in writing considering the duration of Force Majeure.
- 15.4. If a Force Majeure event continues for a cumulative period of more than six (6) months, either party shall have the right to withdraw from the agreement.

**16. Assignment of the Agreement, obligations and rights**

- 16.1. Neither party shall be entitled to assign the agreement or any respective parts thereof, individual rights nor obligations to a third party without a prior written consent of the opposite party.
- 16.2. The foregoing does not apply to the Supplier's right of assignment of any individual rights or obligations or the whole agreement to any of the members of Siemens Energy Corporation subject to a prior written notice to the Supplier. Also, the Supplier shall further be entitled to assign the whole Contract or a part of it to any third party, in the event of a sale or other transfer of the business or a part of the business of Siemens Energy to a third party.

**17. Software**

- 17.1. The Customer shall have a non-exclusive right of use of software that constitutes an integral part of the delivery (hereinafter referred to as "Software"). Any use of the said Software shall be limited to the use together with the delivered goods, in an unmodified format, only for the intended purpose and in the manner specified in the technical documentation (if provided). The assignment of the aforementioned rights to third parties shall only be allowed together with the transfer of respective goods that contain the Software.
- 17.2. The Customer has no right to use the original code of software supplied by the Supplier, unless otherwise explicitly stated in the agreement.

**18. Intellectual Property Rights**

- 18.1. The Supplier reserves all intellectual property rights (i. e. copyrights and industrial property rights) on Software, digital services, delivered goods and the entire documentation submitted to the Customer such as plans, sketches, technical documentation, drafts, samples, catalogues, prospects, photos, etc. (hereinafter referred to as "Documentation").
- 18.2. Reproduction, modification and further distribution of the offer and project Documentation as well as software or disclosure thereof to third parties without the consent of the Supplier shall not be permitted.
- 18.3. The Customer shall only be entitled to use the Documentation unmodified, for the purpose and to the extent necessary for operation and maintenance of the Deliveries. Any other use shall only be allowed upon a prior written consent of the Supplier. In particular, the Customer shall not be entitled to reproduce or imitate the Deliveries or parts thereof for purposes not directly linked to the fulfilment of the contractual obligations, modify, adapt, dismantle, alter or reverse engineer the Software, digital services or applications of the Supplier, and shall not in any manner attempt to derive the source code or underlying ideas or algorithm of any of the Supplier's applications and/or third party application or any portion thereof and shall ensure that third parties will not do the same.
- 18.4. The assignment of the aforementioned rights to third parties shall only be allowed together with the transfer of respective goods and subject to the consent of the Supplier.
- 18.5. In the event a third party asserts legitimate claims against the Customer because of an infringement of Intellectual Property Rights by the Deliveries, the Supplier shall at its own discretion and at his own costs either:
- a) obtain the right to use the relevant Intellectual Property Rights;
  - b) modify the delivery so as not to infringe the relevant Intellectual Property Rights, or
  - c) replace the infringing part of the delivery.

If the Supplier estimates that none of the aforementioned solutions is possible, the Supplier

shall take the deliveries back and reimburse the Customer the price paid.

- 18.6. The Supplier's obligations under the previous Article are subject to the following conditions:
- a) The Customer has immediately notified the Supplier in writing of the claims asserted by the third party and has furnished the Supplier with a copy of each communication, notice or other document exchanged in relation to the alleged infringement;
  - b) The Customer does not acknowledge the infringement and provides the Supplier with authorization, information and assistance necessary to defend or settle such claim.
  - c) The Supplier is given exclusive control of the defense (including the right to select the counsel), and the exclusive right to use or refrain from using any legal remedies or settle such claims at its own discretion.
  - d) If the Customer stops using the Deliveries or any relevant portion thereof to reduce the damage or for other important reasons, he notifies the third party in writing that the cessation of use shall not be construed as an acknowledgment of an Intellectual Property Rights infringement.
- 18.7. Any claims of the Customer shall be excluded if the responsibility for the Intellectual Property Rights infringement can be attributed to the Customer, its agents, employees or contractors, e. g. if the infringement was caused by using the Deliveries in a manner not foreseeable by the Supplier, by a modification of the Deliveries by the Customer or by using the Deliveries together with other equipment.
- 18.8. Any other or further rights and remedies of the Customer regarding the infringement of Intellectual Property Rights not mentioned in this Chapter shall be excluded.

**19. Cybersecurity**

- 19.1. The Customer is solely responsible for the conception, implementation, and maintenance of a holistic, state-of-the-art cybersecurity concept to protect its enterprise with all plants, systems, machines and networks, for which the Products are provided, against Cyberthreats. Such cybersecurity concept shall at least comply with ISO/IEC 27001, IEC 62443 and/or, if applicable, NERC CIP.
- 19.2. Terms used in this Subclause shall have the following meaning:
- "Bug Fix" means any correction of software errors in the Product.
- "Cyberthreat" means any circumstance or event with the potential to adversely impact the ORDERER's plants, systems, machines and networks (including the Product/s) via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios.
- "Penetration Testing" or "Intrusive Security Testing" means the method that evaluates the security of a computer system or network by simulating an attack, whereby

- instability may occur during system operation, communication between equipment and computer networks.
- "High Risk Use" means any use of the Products for devices or systems requiring fault-tolerant/fail-safe performance or any other use in which the failure or inaccuracy of or a cyber-attack on Product might reasonably foreseeably result in death, personal injury or severe physical or environmental damage.
- "Patch" means an Update that fixes a Vulnerability.
- "Point of Contact" means a person or department that can be approached for information or assistance.
- "Product(s)" means products, services, solutions and systems consisting of hardware and/or software which are sold, licensed or otherwise made available to the ORDERER by SIEMENS ENERGY, irrespective of whether the manufacturer is SIEMENS ENERGY or a third party, and the respective services rendered by SIEMENS ENERGY. Provided however, that making available shall not include soliciting of respective transactions between the ORDERER and a third party, such as brokering third party apps on SIEMENS ENERGY platforms.
- "Remote Service" means SIEMENS ENERGY Remote Service, i.e., an online connection between SIEMENS ENERGY and the relevant Product at the ORDERER's site allowing for remote services e.g. installation of Updates, Bug Fix and Patches as well as monitoring and analysis.
- "Update" means any software which primarily contains Bug Fix, Patches and/or minor enhancements or improvements of the Product but does not contain significant new features.
- "Upgrade" means any hardware/software which primarily contains major enhancements of the Product and new features.
- "Vulnerability" means a weakness in a Product that could be exploited to permit unauthorized access, use, or modification to such Product or computing environment.
- 19.3. The Customer's cybersecurity concept should inter alia include:
- restricting access to Customer's premises and to its plants, systems, machines and networks to where absolutely necessary;
  - installing Updates as soon as they are available in accordance with the installation instructions given by Siemens Energy and using the latest version;
  - complying with Siemens Energy security advisories and other guidelines;
  - if Vulnerabilities are identified by the Customer, the Customer shall notify Siemens Energy in writing without undue delay. Customer hereby acknowledges that delay in such communication may exacerbate any Vulnerabilities, and fully assumes the risks and liabilities of such delay. Customer shall cooperate with Siemens Energy, and must not disclose or notify the vulnerability
- without the prior written consent from Siemens Energy, unless such disclosure or notification is required to comply with mandatory legal regulations;
- connecting the plants, products, systems, machines and networks, for which the Products are provided, to other networks, such as the enterprise network or the internet must only be done where absolutely necessary and only when appropriate security measures (e.g. firewalls, network client authentication and/or network segmentation) are in place and the guidelines of the respective manufacturers are fulfilled;
  - not connecting Bluetooth, USB, or any personal devices to a product, system, or machine unless having consulted with a Siemens Energy support engineer;
  - minimizing the risk of a malware infection (e.g., through contents of USB-storage media and other connected removable storage devices) through malware scanners with approved compatibility by the manufacturer or other appropriate protective measures;
  - raising the awareness of the Customer's personnel towards dangers associated with Cyberthreats by, e.g. regular communication and training.
- 19.4. Customer must not perform any Penetration Testing or Intrusive Security Testing involving the Products without having agreed with Siemens Energy on scope and receiving prior written permission of Siemens Energy.
- 19.5. Although Siemens Energy uses commercially reasonable effort to provide its Product free of viruses and protect it against attacks prior to delivery, Siemens Energy does not warrant or guarantee that any Product will be secure from Cyberthreats and does not contain any Vulnerability.
- 19.6. If Siemens Energy becomes aware of a Vulnerability which Siemens Energy, at its sole discretion, identifies and validates as safety relevant (meaning that in the event of exploitation of this Vulnerability the Product might reasonably foreseeably result in death or personal injury), it shall inform the Customer thereof without undue delay.
- 19.7. If Siemens Energy identifies Vulnerabilities in the Products during the warranty period, Siemens Energy shall provide the Customer upon Siemens Energy's sole discretion either with a Patch or an Update.
- Siemens Energy will provide the respective Patch or Update to the Customer within a reasonable time following Siemens Energy testing and validating such Patch/Update. In the event that the Vulnerability relates to third party software, Siemens Energy will provide a Patch or an Update if and to the extent such third party makes the Patch/Update available to Siemens Energy.
- Upon its discretion, Siemens Energy will provide the Patch/Update:
- Via Remote Services if the relevant Product is connected to Remote Services; the Customer hereby grants its consent to such provision; or

- b) Via download through a weblink to be provided; or
- c) Via onsite installation by Siemens Energy. In this case, Siemens Energy may charge the Customer for the extra expenses (time and material) that result from the installation.

Depending on the severity of the Vulnerability as determined by Siemens Energy, Siemens Energy may elect to provide the Patch as part of upcoming routine Updates.

The obligations of Siemens Energy as set forth in this Section 19.7. shall be the exclusive remedy and in lieu of any other rights and remedies the Customer may have with respect to Cyberthreats and any damage suffered therefrom whether under contract, law or otherwise.

- 19.8. Unless otherwise agreed in writing, any right of the Customer to claim damages resulting from or related to Cyberthreats, such as but not limited to loss or manipulation of data, downtime, business interruption, lost profit, cost for Product reset and/or data reconstruction, regardless of the legal basis, but in particular resulting from any duty under the agreement or as a result of any tortious act, is hereby excluded. In particular Siemens Energy assumes no liability whatsoever for damage caused by:
- (a) Customers' Intrusive Security Testing;
  - (b) Unauthorized modification of the system configuration or security level;
  - (c) The installation of Patches which are not authorized by Siemens Energy; or
  - (d) The Customer delaying the self-installation of Patches made available by Siemens Energy via Remote Services or for download.

High Risk Use: The Products are not designed, manufactured, tested or intended for High Risk Use. Customer uses the Products for High Risk Use at Customer's own risk. Siemens Energy disclaims any express or implied warranty for High Risk Use. Customer waives all claims against Siemens Energy or any Siemens Energy subcontractors arising from use for or in connection with High Risk Use. Customer shall defend and indemnify Siemens Energy against any proceeding, action, fine, loss, cost (including attorneys' and witness fees), damages and settlements to the extent that it is based upon a claim connected with or caused by Customer or its Affiliates' use of Products for or in connection with devices or systems requiring fail-safe or fault-tolerant performance and/or High risk use scenarios.

- 19.9. The warranties contained herein related to cyber security are the Supplier's sole and exclusive warranties as to the Supplier's products and services and are subject to the limits of liability within the contract. The Supplier makes no other warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, course of dealing and usage of trade.
- 19.10. Supplier does not warrant the services proposed in this document will prevent future successful

Cyberthreats or detect all security Vulnerabilities in the Customer's systems and Customer acknowledges the same.

**20. Suspension of the Contract**

20.1. In case the Customer is late with the payment or fulfillment of other obligations from this Contract, the Supplier shall be entitled to:

- a) Defer fulfilment of his obligations until the due payments are made or other obligations fulfilled (especially those critical for the Supplier's performance); the Supplier is entitled to charge the Customer with any expenses or damages incurred thereby.
- b) Request a corresponding extension of the agreed deadlines.
- c) Charge the Customer the statutory interest for late payment from the day the debt was due until it is settled.
- d) Request an immediate payment of the entire outstanding debt (due and undue) if the Customer is in delay with his payments and does not settle his accounts in the 15-day grace period after the written notice.

20.2. In addition to the reasons stated in the previous Article, the Supplier shall also be entitled to suspend the performance of the Contract if it may be reasonably presumed that the payments will not be made in time or in full due to reasons that occurred after the execution of the agreement and the Customer does not provide adequate insurance thereto.

20.3. If the Supplier suspends the performance of the Contract according to Articles 19.1. or 19.2. or if the Customer suspends the performance of the Contract due to reasons not attributable to the Supplier, the Customer shall pay for all completed (partial) deliveries and/or services and reimburse the Supplier all expenses incurred due to the suspension, e. g. payments to the subcontractors, costs of waiting time, etc. In the case of the Contract suspension, the Customer shall be obliged to return any already delivered good and/or services at the request of the Supplier. Any such returns, asserting the retention of title or other similar acts shall not mean the termination of the agreement unless expressly stated by the Supplier.

**21. Termination**

21.1. If a unilateral right to terminate the Contract for convenience without stating the reason is agreed upon and no termination period is stipulated, the termination period shall be 60 days.

21.2. Either party may unilaterally withdraw from the Contract with immediate effect in case of:

- a) A winding-up, compulsory settlement or bankruptcy procedure is instituted or proposed against the opposite party.
- b) A Force Majeure event that continues for a cumulative period of more than six (6) months.

21.3. The Customer may unilaterally terminate the contract

- on the grounds of non-performance in the cases envisaged by the present General Conditions and under the conditions set herein. In addition to reasons listed in Article 21.2., the Customer may also unilaterally withdraw from the Contract with an immediate effect in case the Supplier is in delay with the delivery solely due to his fault, and that such delay represents a material breach of the Contract, however, only upon the condition he had notified the Supplier of the intended withdrawal and granted him an appropriate extension period, provided the Supplier has not fulfilled his obligations even in the additional grace period.
- 21.4. If liquidated damages for delay in delivery are agreed upon, the Customer shall only be entitled to withdraw from the Contract after the maximum amount of liquidated damages has been reached, and a reasonable additional period of time for provision of the Deliveries has been granted to the Supplier and has expired, and the Supplier within that time has not provided a commitment to pay further liquidated damages exceeding the before-mentioned maximum liquidated damages in respect of the continuing period of delay.
- 21.5. The Customer shall be entitled to withdraw from the Contract without granting the Supplier an additional grace period if it is obviously evident from the conduct of the latter or from the circumstances that in spite of an additional grace period, he will not or will not be able to fulfil his contractual obligations.
- 21.6. In addition to reasons listed in Article 21.2., the Supplier may also unilaterally withdraw from the Contract with an immediate effect if:
- The Customer becomes associated with or merges with any company that is an immediate competitor of the Supplier or such competitor gains a controlling share in the Customer or controlling rights with respect to the Customer in any other way.
  - The Customer in delay does not fulfil his contractual obligations in spite of the 15-day grace period after the notice of delay (Article 20.1., sub-paragraph d), unless an adequate insurance securing the performance of obligations is provided.
  - Legal changes within the company of the Customer occurred that could affect the implementation of the contract.
  - The blockade of the bank account of the Customer.
  - the Customer breaches the Contract, and does not remedy the breach within the reasonable period after notification by the Supplier.
- 21.7. The withdrawal notice shall be sent to the opposite party with registered mail. If a unilateral right to terminate the Contract for convenience without stating the reason is agreed upon, the termination period shall commence on the day the mail is sent off.
- 21.8. In the event of the cessation of the validity of the Contract, irrespective of the cause, the already performed or partially performed deliveries or services, including those not yet accepted and preparation works accomplished by the Supplier, shall be charged as agreed hereunder. Instead of the due payment, the Supplier is entitled to request the return of the delivered goods at his discretion.
- 21.9. In case of withdrawal pursuant to the Article 21.6., the Supplier shall be entitled to restitution of all incurred costs, including those incurred with the withdrawal itself (e. g. leaving of the working site, costs and damages of eventual subcontractors, costs of the premature end of usage of fittings and equipment, etc.). Apart from the restitution of costs, the Supplier shall be entitled to compensation for the entire damages incurred due to the withdrawal, to wit according to the valid laws.
- ## 22. Confidentiality
- 22.1. "Confidential Information" shall mean any information and data, including, but not limited to, any kind of business, commercial or technical information and data disclosed by the Supplier to the Customer, especially e.g. information on the Supplier, offer, agreement, copy, abstract, draft, template, prototype, know-how, experience or parts of such data (hereinafter referred to a "Confidential Information").
- 22.2. All Confidential Information shall be used by the Customer exclusively for the purpose of the Contract fulfilment and disclosed only to those employees who reasonably need to be acquainted with such information in order to be able to fulfil the Contract. The Customer shall protect Confidential Information against unauthorized access or use by third parties.
- 22.3. Confidential Information shall be kept confidential with the diligence of a good manager regardless if they were obtained in connection with the order or from another source, unless they are publicly known.
- 22.4. No Confidential Information shall be disclosed to third parties or used for other purposes than Contract fulfilment without a prior written notice of the opposite party.
- 22.5. If the disclosure of Confidential Information to third parties or their use for a purpose other than the Contract fulfilment is granted or required in connection with the performance of the order, the disclosure shall only be made if the receiver (i. e. the third party) is bound to confidentiality to an extent not less stringent than the obligations imposed in this Chapter.
- 22.6. The confidentiality principles set forth in this Chapter shall analogously also apply to personal data of the Supplier or third persons and to confidential information pursuant to the laws governing banking and stocks business if such information is obtained by the Customer within the scope of the order. The Customer shall ensure all such data is handled pursuant to the laws on personal data and banking data protection.
- 22.7. Notwithstanding other provision of this Chapter, the Customer shall be entitled to disclose or forward Confidential Information if so required by any ruling of a governmental or regulatory authority or court or by mandatory law. Such disclosure or forwarding shall be allowed provided that written notice thereof

- is given to the Supplier without undue delay and provided all reasonable efforts are used to assure Confidential Information will be treated confidentially. Confidential Information disclosed pursuant to this Article must be labelled as "Confidential" or with any other comparable designation.
- 22.8. The Supplier shall, as a rule, process the data on the Customer from individual business events automatically by employing information technology and only in connection with fulfilling of the respective Order, i. e. especially for administrative and accounting purposes. Due to logistical reasons, the Supplier shall be entitled to store the data on servers of other affiliated companies.
- 22.9. The Supplier shall be entitled to share the data on the Customer obtained within the course of conducting business or orders performance with other companies of the Siemens Energy corporation for the following purposes: a) information exchange (e. g. purchase pooling), b) reporting for statistical purposes, c) risk management.
- 22.10. The Supplier as well as other companies of the Siemens Energy corporation shall have the right to dispatch to the Customer either on his own or by other companies of the Siemens Energy corporation information on Siemens Energy's portfolio and services, namely in writing or via electronic mail, and contact him using any method of communication. The Supplier shall cease with any such communication upon a written request by the Customer.
- 22.11. The rights and obligations concerning Confidential Information as set forth herein shall survive the validity of the Contract between the Supplier and the Customer, to wit regardless of the reason for termination, and shall remain valid as long as there is commercially viable interest for confidentiality of the data. The Customer shall be liable to the Supplier for any breach of obligations mentioned within this Chapter according to general rules on liability for damages.
- 22.12. The Customer shall comply with the statutory and other applicable provisions relating to protection of personal data. The Customer is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable the Supplier to perform the Deliveries, supplies, works or services without any breach of law. The Customer is advised to take appropriate measures – as far as possible – to prevent access of the Supplier to personal data or trade secrets of the Customer while providing the Deliveries. In the event that it cannot be prevented that the Supplier is granted access to personal data of the Customer, the Customer is obliged to inform the Supplier in due time before the Deliveries are performed. The Customer and the Supplier shall then agree on the actions to be taken.
- 22.13. If Customer acts as controller processing personal data of Siemens Energy for its own purposes, Customer shall comply with applicable laws including data privacy law. Customer shall maintain and implement administrative, technical, and physical safeguards to protect personal data from loss, misuse, unauthorized access, disclosure, alteration, or destruction to the extent as required by applicable law.
- 22.14. In the event of a data breach involving Siemens Energy's or its subcontractor's personal data, Customer as controller shall notify the competent data privacy authority and the affected data subject as required by law. In addition, the parties agree that Customer shall inform Siemens Energy immediately of such compromise both via its Siemens Energy Point of Contact and via email to [dataprotection@siemens-energy.com](mailto:dataprotection@siemens-energy.com).
- ### 23. Anti-Corruption Clause
- 23.1. If the negotiations or the Contract itself can be linked to any form of corruptive conduct pursuant to the Slovenian anti-corruption legislation that has or could have influenced the conduct of the parties to the Contract, the Contract shall be deemed null and void.
- 23.2. In case corruptive conduct can be linked to the execution or supervision of the respective Contract, the innocent party may withdraw from the Contract before its expiration with an immediate effect and without any further obligations, including liability for damages.
- ### 24. Compliance with Export Control Regulations
- 24.1. The Supplier shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 24.2. If the Customer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by the Supplier, or their parts, or works and services (including all kinds of technical support) performed by the Supplier to a third party, the Customer shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services the Customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.
- 24.3. Prior to any transfer of goods, works and services provided by the Supplier to a third party, the Customer shall in particular check and guarantee by appropriate measures that:
- There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of bypassing those embargoes;
  - Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;

- c) The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.
- 24.4. If required to enable authorities or the Supplier to conduct export control checks, the Customer, upon request by the Supplier, shall promptly provide the latter with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by the Supplier, as well as any export control restrictions existing.
- 24.5. The Customer shall indemnify and hold harmless the Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Customer, and the Customer shall compensate the Supplier for all losses and expenses resulting thereof.
- 24.6. The following clause shall apply if and to the extent (i) SIEMENS ENERGY supplies any goods or technology to the ORDERER 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:
- The Supplier hereby prohibits to the Customer, and the Customer agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any goods (including, inter alia, hardware and/or software and/or technology and related documentation, regardless of the mode of provision) sold, supplied, transferred or exported by the Supplier to the Customer under the Contract/this General Terms.
- The Supplier hereby prohibits the Customer, and the Customer agrees not to, use (including sublicensing, selling and/or transferring) in connection with goods intended for sale, supply, transfer, or export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus, any intellectual property rights, trade secrets, materials and/ or other information protected by intellectual property rights or trade secrets that are licensed, sold, transferred, or otherwise provided to the Customer under the Contract. By the foregoing provisions, no rights are granted to the Customer, with respect to intellectual property rights, trade secrets or other information, in addition to any rights otherwise explicitly granted by the Contract/ by the Supplier to the Customer under the Contract/this General Terms.
- 24.7. The Supplier shall be entitled to unilaterally terminate the Contract by written notice with immediate effect in the event of a breach of the obligation pursuant to the previous subclause 24.6. of this General Terms by the Customer. Upon termination, the Customer shall pay to the Supplier all costs and damages incurred by the Supplier from such termination. In any case, the Customer shall pay the Supplier liquidated damages in the amount of 20% of the purchase price / delivered Supplies value, in case the Customer has not fulfilled the obligation from subclause 24.6. of this General Terms.
- 24.8. Notwithstanding the rights stipulated in the previous subclause, the Customer shall indemnify and hold harmless the Supplier in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against the Supplier arising out of or relating to a breach by the Customer of the obligation under subclause 24.6. of this General Terms and the Customer shall compensate the Supplier for all losses and expenses incurred resulting thereof.
- 25. Waste Electrical and Electronic Equipment**
- 25.1. Any costs incurred through the collection, recycling or removal of recycling waste of electrical and electronic equipment (hereinafter referred to as "EE equipment") not categorized as household equipment shall be borne by the Customer. In case that the Customer is not the end user of the EE equipment, he shall ensure that this obligation is passed on to the end user.
- 25.2. The Customer shall upon request by the Supplier submit all information and documentation required by the Supplier in order to comply with the regulations on EE equipment.
- 25.3. The Customer shall indemnify the Supplier of all costs and damages incurred due to non-adherence to the provision of this Chapter (Chapter 24).
- 26. Governing Law and Dispute Resolution**
- 26.1. The Contract shall be governed by the laws of the Republic of Slovenia. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 shall be excluded.
- 26.2. Any disputes arising in connection with this Contract shall be settled through negotiation in good faith. Every Party to the Contract shall be entitled to request that members of the highest management on either side participate in the negotiations.
- 26.3. If an amicable solution is not possible, disputes shall be settled by the competent court in Ljubljana. Notwithstanding the foregoing, the Supplier shall be entitled to bring an action and enforce his claims against the Customer before the competent court at the registered seat of the Customer or any other court competent according to the rules valid at the Customer's registered seat.
- 26.4. The Customer is responsible for any change in costs, delays, or modified performance resulting from changes in Legislation (as defined below), codes, standards, codes of practice, court rulings, guidance's or decisions made by public authorities, if these changes occur after the date of signing of the Contract. In such case, the Supplier shall be entitled to an adequate extension of the time for Delivery, an adequate adjustment of scope of Supplies and an adequate adjustment of the Total Contract Price

reflecting the increased cost incurred by Supplier, the payment terms and all other relevant provisions of the Contract. Except for mere adjustments of the Total Contract Price, the Supplier shall provide the Customer with a quotation and the Customer shall issue a variation order in accordance with this subclause 26.4. which shall be deemed issued after elapse of further three days period. Legislation means any statute, ordinance, law, order, regulation, by-law, directive, decree, decision having the force of law, taxes, tariffs, customs or duties (irrespective of whether originally to be borne by Supplier or not), which affect cost or performance of Supplier's obligations under the Contract/this General Terms (irrespective of whether such changes are imposed in the country of final destination of Supplies or some other country).

- 26.5. Notwithstanding the above, in case, during the offer validity, new or increased tariffs or customs adversely impact the price of SIEMENS ENERGY's scope of supply/services, including the price of subcontractor materials and/or services entailed therein, SIEMENS ENERGY is allowed to adjust the price in line with such increase.
- 26.6. If engineering, or any other standards and codes are listed in the technical specifications (if those are agreed), the Supplier shall comply only with those valid and the content thereof at the date of agreement. In the event that, at any time, mandatory local codes or standards in the country where the Deliveries or supplies are executed stipulate more stringent or onerous requirements with regard to the Deliveries or supplies, the Customer is obliged to timely inform the Supplier accordingly, whereas the subclause 26.4 of this Chapter shall apply.

## 27. Final Provisions

- 27.1. All changes and/or amendments to the Contract shall only be valid if concluded in writing and only if confirmed by the authorized representatives of both the Supplier and the Customer in writing.

Oral agreements between the Supplier and the Customer shall not be valid, unless confirmed in writing by authorized representatives of both the Supplier and the Customer.

- 27.2. If any of the provisions of these General Terms and Conditions of Sale for Siemens Energy, agreements and / or other additional arrangements concluded in writing between the Supplier and the Customer become unlawful, invalid or unenforceable in any way pursuant to the applicable law, this shall not affect the legality, validity or enforceability of other provisions of these General Terms and Conditions of Sale for Siemens Energy, agreements and / or other additional arrangements concluded in writing between the parties. The Supplier and the Customer shall replace any such unlawful, invalid or unenforceable provision with the provision which content shall be adjusted to the valid legal regulation.
- 27.3. These General Conditions are published on the internet page of SIEMENS ENERGY ([www.siemens-energy.com](http://www.siemens-energy.com)) and shall enter into force on the day of their publishing and shall replace previously valid