

Annexure-1: CONDITIONS OF PURCHASE

Siemens Energy Bangladesh Ltd. (the "Purchaser")

1. Scope

- 1.1. The instant purchase order and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order") by the Purchaser, constitutes the entire contract between the Purchaser and the Supplier (the "Supplier") identified in the Purchase Order. Purchaser's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order,
- 1.2. On receipt of the instant Purchase Order the Supplier shall have two weeks to inform its decision and any variation proposed shall only be binding upon the Purchaser if the same is agreed by the Purchaser in writing. Silence on part of the Supplier as to terms and conditions set forth in the purchase order shall be deemed to be its acceptance.
- 1.3. This Purchase Order shall constitute the contract.
- 1.4. No verbal agreements amending the terms of this contract are valid unless both the Purchaser and the Supplier duly confirm them in writing.

2. Packing

- 2.1. Goods processed and supplied against this order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport by road/rail/air/water to the specified destination.
- 2.2. In case of dangerous goods, the Supplier shall submit details of packing and transportation plan to Purchaser for confirmation prior to shipment.

3. Price

- 3.1. The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by the Purchaser. The Prices are inclusive of packing and delivery cost at Purchaser's godown /works or any place specified in the order.
- 3.2. The prices are exclusive of VAT and other taxes, duties, levies or like impositions at the rate and in the manner from time to time prescribed by law for which the Supplier may be liable as a result of the supply of the products and/or services.
- 3.3. 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 the Purchaser at the designated place of receipt.
- 3.4. For pricing ex works or ex warehouse of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Purchaser has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier.

Where the price is quoted free to the recipient, the Purchaser 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.

- 3.5. The Purchaser shall be entitled to set off or withhold any payments to a reasonable extent for reasons of deficiency/defect in the product. The period for payment shall commence after the complete rectification of any deficiency/defect.

4. Delivery

- 4.1. Delivery time shall be the essence of this contract and must be strictly adhered to. If the Supplier fails to deliver the goods on time,

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the Purchaser may, at its sole discretion:

- (a) treat the order as cancelled at any time and recover any loss or damage from the Supplier;
- (b) purchase the goods ordered or any part thereof from other sources on the Supplier's account, in which case, the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer or
- (c) accept late delivery, subject to a deduction in payment of 1% of the total contract sum for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 10% of the contract price.

5. Order and Confirmation of Order

- 5.1. The Purchaser may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt. As stipulated above in clause 1.4 if the terms of the confirmation vary from the terms of the order, the Purchaser is only bound thereby if it agrees to such variation in writing. In particular the Purchaser is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with the Purchaser's own General Terms and Conditions or if the Purchaser agrees to such in writing.
- 5.2. The acceptances of deliveries or services as well as payments do not constitute such agreement.
- 5.3. Any amendments or additions to the order shall only be effective if the Purchaser confirms such in writing.

6. Force Majeure

- 6.1. In the event of force majeure the Parties shall be under no liability for failing to perform its obligation of supply and acceptance of deliveries, as applicable. And the event of force majeure is an event or circumstances which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to: if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes civil commotion, riots, violence acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the affected Party.
- 6.2. In the event of occurrence of the aforementioned event/s preventing the Supplier from performing its obligation the Supplier ought to inform the Purchaser in writing immediately.
- 6.3. An event of force majeure shall not relieve a party from liability for an obligation which arose before the occurrence of that event and shall not prejudice the rights of either party against the other in respect of any matter or thing arising under this Contract prior

occurrence of the event.

7. Examination/Rejection of Goods

- All materials duly processed and supplied against the order should conform to the required standard and should be in line with Supplier's "Quality Assurance Plan", which has to be approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser, either at the Supplier's premises and/or at the place of delivery indicated by the Purchaser.
- 7.1. The Purchaser reserves the rights to inspect the material at any stage during manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification without invalidating the remainder of the order, if so desired by the Purchaser. Any such inspection shall not release the Supplier from its liability.
- 7.2. All rejected material shall be removed by the Supplier at its own costs within 15 days from the date of rejection note / intimation / Challan posted by

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Purchaser to the Supplier. In case of any failure to remove the goods/material the Purchaser shall have all rights to remove the defective materials/goods from the Purchaser's premises and discard it. The Purchaser under no circumstances will be liable or held accountable for any damage, loss, deterioration of the rejected materials/goods for discarding the material/goods, or for any value for it. The Purchaser shall also be entitled to charge an amount of 5% (of the value of rejected materials) per every week of the delay towards storage charges.

8. Product Warranty

- 8.1. The Products shall be of good quality and shall be made of good quality bought out components/materials, as acceptable to the Purchaser and it should have standard/excellent workmanship.
- 8.2. The products delivered by the Supplier shall be identical to the sample specification given by the Supplier, if any
- 8.3. Where the product ought to be delivered by the Supplier as per the sample as well as certain specification/description, the products must conform to both sample and specification/description.
- 8.4. The Supplier warrants that all products and/or services supplied shall, where applicable:-
 - (i) conform with the quantity, quality, specifications, description and any other particulars contained in the Contract;
 - (ii) conform with any sample, design criteria, drawing, description and specification furnished by the Purchaser and other requirements described or referenced in the order; and
 - (iii) Be of satisfactory quality, merchantable and fit for any intended use expressly or impliedly made known to the Supplier and free from all defects, liens, encumbrances and other claims against title.
- 8.5. Supplier expressly warrants that all goods or services furnished under this contract shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. If Supplier knows or has reason to know the particular purpose for which Purchaser intends to use the goods or services, Supplier warrants that such goods or services will be fit for such particular purpose.

9. Bills/Challan

- 9.1. The bills for supplies must be submitted in triplicate duly bearing the Supplier's sale tax registration numbers, supported with the required forms as specified in the Purchase Order and showing the description of material, quantity, Purchase Order no. Supplier code number, challan no. and date, GRN number with date, Excise duty gate pass number with date, and value wherever applicable.
- 9.2. The bill must be accompanied by the Supplier's challan duly received by the Purchaser/consignee. Challan accompanying the materials/goods should indicate the Purchase Order no. and date, gate pass number, date and value etc. wherever applicable.

10. Excess Supply

- 10.1. The specific quantity ordered shall not be changed without the Purchaser's written consent. Any loss or damage which the Purchaser may suffer on account of excess/short supply, if any will be to the Supplier's account in full.
 - 10.2. Quantum of allowable excess/short supplies shall be agreed in the Purchase Order.
 - 10.3. However, the Purchaser reserves the right to vary the quantity upto 15% of the ordered quantity, without any price variation.
- 11. Payment**
- 11.1. Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per the terms stated in the Purchase Order. Payment falls due after

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- the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt of bills, whichever is later. Bills should be submitted within 4 days from the date of delivery. The Purchaser shall at all point of time have all rights to deduct from any unpaid bills, debit notes falling due in case any materials/goods are rejected on line and/or any claims for deductions are raised on the Supplier.
- 11.2. 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.
- 11.3. Payment shall not constitute an acknowledgement that the corresponding delivery and/or services were provided in accordance with the Contract.
- 11.4. In the event Parties agree to any advance payment, it shall only be made subject to Supplier providing an advance payment guarantee.
- 11.5. All sums payable by the Purchaser to the Supplier or by the Supplier to the Purchaser under this order shall be due and payable at the Purchaser's office.

12. Ownership

- 12.1. Save as otherwise provided in the Contract, no right, title or interest shall be passed on to the Supplier by virtue of these presents, in the products/raw materials machines/tools/drawings etc., furnished by the Purchaser to the Supplier, for rendering the processing of services. The Supplier shall, at no time, contest or challenge Purchaser's said and exclusive rights, title and interest in the said products/raw materials/ machines/tools/drawings etc.

13. Encumbrance

- 13.1. The Supplier shall not sell, assign, sub-let, pledge, hypothecate or otherwise encumber or suffer a lien upon or against the said product/raw materials/ machines tools/ drawings etc. and the Supplier shall undertake to abide by the same.

14. Trade Mark/Brand Label/Copyrights/Packings

- 14.1. All Trade Marks/Brand Names/ Labels or Packings or other rights belonging to the Purchaser in relation to the processed goods/products shall remain the property of Purchaser and at no time during the currency of this Agreement or after the termination thereof, the Supplier shall be entitled to claim any rights to or interest in any such Trade Marks/Brand Names/Labels/ Packings or other rights belonging to the Purchaser.

15. Confidentiality

- 15.1. The Supplier shall maintain strict confidentiality with respect to any technical or commercial information received or obtained from the Purchaser including but not limited to the generality of the a foregoing, instructions, technical, sales, marketing and distribution information, and products and plans prepared during the course of this Contract that the Supplier may have received from time to time from the Purchaser or in any other manner. The Supplier shall treat information as confidential and shall adopt and follow such precautionary measures in handling such items as to prevent any

third party from obtaining any such confidential information, except for the sole purpose of execution of the Contract or requirement of law. The Supplier shall not, even after the expiration/termination of the Contract, use or communicate to third parties information of any nature concerning the Product bases, the syrups or the Products, nor any know-how or trade secrets or technical or commercial information which it may have in any way received in connection with this Contract.

- 15.2. If for the contractual work the Purchaser furnishes the Supplier with any drawings, dies, discs, documents etc., the same shall be kept strictly confidential by the Supplier and shall be used by it only for the contractual work. On demand by the Purchaser at any time or on completion of the contractual work, the Purchaser's drawings, dies etc. shall be returned forthwith by the Supplier to the Purchaser. The Supplier shall under no circumstances, allow the drawings, dies, etc. made for the contractual work to be used by a third party. The Supplier shall also not make supplies of the articles made with the help of these drawings, dies, etc. to any party other than the Purchaser.

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16. Patents

16.1. The Supplier shall indemnify and keep the Purchaser indemnified against all losses or damages arising from any infringement of any patent in respect of any goods processed and supplied by him against this contract. In addition, all litigation costs, if any, suffered by the Purchaser as a result of any patent suit shall be reimbursed to the Purchaser by the Supplier forthwith.

17. Guarantee/Warranty

17.1. The Supplier shall be bound to repair/replace free of cost any materials/goods/assets processed and supplied by him, which become defective due to faulty design, material or workmanship within 12 months from the date of completion of final installation & commissioning or 18 months from the date of delivery whichever is earlier. In all such cases the to and fro freight and insurance charges will be to the Suppliers account.

17.2 Subject to clause 11 above, the Supplier warrants to provide an advance payment guarantee of equal amount of the advance payment to be made by the Purchaser.

18. Non- Performance

18.1. The Purchaser reserves the right to cancel the order or any portion thereof if supplies do not conform to the specifications and/or if deliveries are not made as per the stipulations. The decision of the Purchaser as to whether the supplies conform to the specifications and/or deliveries are made as per stipulations shall be final and binding upon the Supplier.

18.2. Where the Supplier fails to deliver the goods and/or services as per specifications the Purchaser shall have the right to purchase the goods ordered or any part thereof from other sources at Supplier's cost. The Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order but also any other loss or damages incurred by the Purchaser

19. Assignment and Subcontracting

19.1. No part of this order may be assigned or subcontracted without prior written approval of Purchaser.

20. Provided Material

20.1. The Materials provided by the Purchaser, if any, shall remain the property of the Purchaser and is to be stored, labeled and administered separately. The use of the materials provided by the Purchaser shall remain limited to the orders of the Purchaser only. In the event of any damage to the material/s provided the Supplier shall replace or rectify the defect at its own cost or offer reduction in price, as to determined by the Purchaser.

20.2. Any processing or transformation of such material shall take place for the Purchaser only. The Purchaser shall immediately become owner of such new or transformed product. The Purchaser and Supplier hereby agree that the Purchaser shall be remain the

owner of the materials at all material times and become the owner of the new product during the processing or transformation. The Supplier shall keep the new product safe for the Purchaser at no extra cost and in doing so exercise the duty of care of a merchant.

20.3. Environmental Protection, Duties to Declare -

[Applicable for suppliers of Direct material incl. OEM, packaging material & operating supplies (Indirect Material)]. Should supplier deliver products, which are subject to statutorily-imposed substance restrictions and/ or information requirements (e.g. REACH, RoHS), supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by Purchaser no later than the date of first delivery of products.

The foregoing shall only apply with respect to laws which are applicable at the registered seat of supplier or Purchaser or at the designated place of delivery requested by Purchaser. Furthermore, supplier shall also declare all substances which are set out in the so-called "Purchaser's list of declarable Substances" applicable at the time of delivery in the manner described above.

21. Termination

- 21.1. The Purchaser shall be entitled to terminate this Agreement by serving a written notice to the Supplier, without assigning any reason thereof. On receiving the termination notice the Supplier shall cease processing of product/s and forthwith hand over all the machines/tools/drawings etc. provided to the Supplier.
- 21.2. In the event of such termination the Purchaser shall purchase the products already manufactured prior receiving of such termination notice at a reasonable to be mutually agreed by the Parties.
- The Purchaser shall be entitled to terminate the agreement with immediate effect in the event of the following-
- (a) The Supplier fails to remedy breach of its obligation/s within 30 days of receipt of notification of such breach.
- (b) The Supplier fails to adhere to Purchaser's Code of Conduct.
- (c) When there is any allegation that any of the Goods or Services furnished hereunder infringes any patent, trademark, copyright or other proprietary right of any third party, or violates any statute, ordinance or administrative order, rule or regulation.
- (d) An interim insolvency administrator is appointed or insolvency proceedings are commenced in relation to the assets of the Supplier,
- 21.3. Subject to clause 11 above the Supplier shall be entitled to terminate the contract if the Purchaser has failed to make the payment within 60 working days after it has become due and payable.
- 21.4. All the obligations undertaken prior to such termination shall survive any termination.

22. Right of Entry

- 22.1. The Purchaser shall have right to enter Supplier's place of processing or any other premises at any time, with or without any prior intimation. It has also been agreed upon that in the event of failure on Suppliers part to process the said product as per Purchaser's requirement for whatever reasons, the Supplier shall unconditionally allow the Purchaser to enter the premises for getting the unfinished job completed either by the Purchaser or any other party at Suppliers end.

23. Other Conditions

- 23.1. The Supplier shall use the machines/ tools/ drawings/ specifications etc. provided to him exclusively for processing the Purchaser's products, and the same shall not be used by him for any other purpose.

- 23.2. The machines/tools/raw material etc. provided by the Purchaser to the Supplier shall remain in Supplier's custody as a bailee and the Supplier shall forthwith return the said products/raw materials/machines/tools to the Purchaser on being so called upon by the Purchaser. On being unable to fulfil the contractual obligations envisaged herein, the Supplier shall not dispute the monetary value of the machines/tools/raw material etc. decided by the Purchaser and the Supplier hereby undertake unconditionally and irrevocably on demand without demur to pay the same to the Purchaser. The total amount determined by the Purchaser for the material lying with the Supplier shall be admitted by the Supplier as the dues payable by the Supplier to the Purchaser in terms of money.
- 23.3. Siemens Energy Bangladesh Limited (SEBL) is committed to conduct business according to all applicable laws and regulation, the highest standards of business integrity and transparency. Siemens Energy expects all third parties who conduct business on behalf of or with Siemens Energy to understand the applicable legal and regulatory

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A violation of these requirements constitutes a breach of agreement and can lead to its immediate termination.

- 23.4. The Supplier warrants to adhere to all applicable laws and regulations at all material times.

24. Dispute Resolution

- 24.1. All disputes, disagreements, differences arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The parties shall mutually agree and appoint a sole arbitrator who shall be a person who must have held the position of a judge in the High court of Bangladesh. The arbitration proceedings shall be conducted as per the Arbitration Act 2001 with the seat of arbitration at Dhaka. The language to be used in arbitration proceedings shall be English.

- 24.2. Each party submits to the jurisdiction of Courts of Bangladesh for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provision.

25. Applicable Law

- 25.1 This Purchase Order/Contract shall be governed by and construed in accordance with the laws of Bangladesh.

26. Service Orders

- 26.1. It is agreed by and between the parties that in the event of the job being a service contract, these Terms and Conditions shall be applicable to the same mutates mutandis. Service level agreements, if applicable, will be as specifically mentioned in the body of the Purchase Order.

27. Code of Conduct

- 27.1. The Supplier is obliged to comply with the applicable legal systems in force. 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 labour. Moreover, the Supplier will take responsibility for the health & safety of its employees. The Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.
- 27.2. The Supplier also warrants to adhere to the obligations set out in details in Annexure-2, attached herewith which shall constitute an integral part of the contract.
- 27.3. In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate the contract and/or any purchase order issued there under in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, Purchaser'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 the Purchaser.

28. Reservation Clause

- 28.1. Purchaser's obligation to fulfill this agreement is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

29. Data Privacy

- 29.1. In the course of Purchaser's dealings with the Supplier, Purchaser may collect personal information of the Supplier, its employees, directors and officers.
- 29.2. The Purchaser may disclose and transfer personal information of the Supplier, its employees, directors and officers to regulators and to its customers, suppliers, contractors, employees, service providers and

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- companies. Supplier, its employees, directors and officers may access and seek correction of personal information held by Purchaser about them upon written request.
- 29.3. The purpose of such data collection, use, disclosure and transfer of such personal information is to enable the Purchaser to comply with the law and to conduct its business including without limitation supply of equipment and services to its customers; processing the purchaser order; making payments; maintaining and analyzing its vendor data base; and to perform credit, compliance and other checks only.
- 29.4. Supplier consents to the Purchaser collecting, using, disclosing and transferring such personal information as outlined above.

30. Environment Health and Safety ("EHS")

This clause is applicable only to site contractors.

- 30.1. Occupational Health and Safety
- a) Contractor shall comply with all statutory provisions on health and safety and shall use its best efforts a) to eliminate hazards for the health and safety of the personnel employed by Contractor and Contractor's direct or indirect subcontractors for the performance of the Works ("Personnel") and b) to ensure that no persons who are legally on the work site, including Personnel, Siemens Energy' personnel and visitors, suffer any injury.
- b) Before the commencement of the Works, Contractor shall provide Siemens Energy with a written risk assessment that a) analyzes all potential hazards for the health and safety of the Personnel arising out of the Works and b) determines measures to eliminate such hazards.
- c) Contractor shall ensure that all Personnel take part in site-specific safety training and receive the appropriate personal protection equipment before starting work on the site. Contractor shall ensure that the Personnel make use of the personal protection equipment in the appropriate manner and that such equipment is maintained in good working order at all times.
- d) Siemens Energy reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Works for security, health and safety reasons, at any time without any liability whatsoever.
- e) Contractor shall appoint a competent person as its representative for environmental, health and safety ("Contractor EHS Representative") and shall ensure that the Contractor EHS Representative takes part in safety discussions arranged by Siemens Energy from time to time.
- f) Contractor shall regularly monitor compliance with statutory and contractual health and safety provisions by performing safety tours on the site. In due time before a safety tour, Contractor shall invite Siemens Energy to participate in the tour. If the Contractor discovers non-compliance with health and safety provisions, it shall restore

compliance without undue delay and advise Siemens Energy of findings and of the status of the corrective actions.

- g) Upon Siemens Energy' request, Contractor shall promptly grant Siemens Energy' access to all documents related to health and safety connected with the Works.
- a severe injury involving more than one day of incapacity of any Personnel or c) more than three workers being brought to hospital, Contractor shall immediately inform Siemens Energy and shall, without delay, 1) execute a root cause analysis of the incident, 2) determine appropriate measures to exclude similar incidents in the future, 3) define time periods for the measures to be implemented and 4) provide Siemens Energy with a written report containing sufficient detail on the root cause, the measures determined and the time periods defined. Contractor shall support any additional investigation conducted by Siemens Energy.

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i) In the event Siemens Energy produces a safety and health document for the site ("EHS Plan") Siemens Energy will provide Contractor with a copy of the EHS Plan. The Contractor shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the EHS Plan which Siemens Energy may produce as it deems necessary. Contractor shall ensure that its direct and indirect subcontractors contracted to perform the Works commit themselves to the EHS Plan and its updates.

j) In addition to any other rights Siemens Energy may have, in the event of contractor's material or repeated failure to comply with the statutory or contractual health and safety provisions, including the provisions of this Article and the provisions of the EHS Plan, Siemens Energy may terminate this Agreement without any liability whatsoever, after providing Contractor with a reasonable time period within which to remedy the failure.

30.2. The Supplier shall:

- a) give the highest regard to EHS to avoid injury to any person and damage to any property;
- b) ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
- c) strive for continuous improvement of its EHS performance;
- d) obtain Purchaser's Corporate EHS Policy, understand and implement the applicable content of this policy;
- e) follow all applicable requirements of Purchaser's Corporate EHS policy;
- f) monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance and
- g) ensure that it complies with applicable EHS laws and any EHS requirements of the Purchaser in force from time to time.
- h) Ensure that in case Purchaser produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which Purchaser may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the Works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including personnel, Purchaser's personnel and visitors.

30.3. Without limiting the foregoing, Supplier shall, when working on Purchaser's or project sites:

- a) ensure that hazardous materials, including those it is required to

handle, are collected, stored, disposed of or recycled in an environmentally sound manner.

b) appoint competent and experienced persons at the Purchaser's or its customer's premises, who are trained for fire fighting, safety in their job and make

their training record available to Purchaser immediately upon request and take part in safety discussions regularly arranged by purchaser.

c) establish and maintain a casualty and emergency response plan to deal with unforeseen events, such as but not limited to fire and explosion and carry out periodic drills with the involvement of its relevant employees;

d) Prior to starting work, medical fitness of the workmen is considered.

Attend and ensure all of its employees and contractors attend site specific safety inductions and discuss and clarify with the Purchaser, its EHS policy and requirements;

f) ensure that a system of safety work permit is followed and the requirements contained therein are fulfilled;

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f) before the start of any task and unless released from this obligation by the Purchaser, the supplier will submit and discuss with Purchaser's official the method statement and Job Safety Analysis (JSA) in the following format:

Sr. No.	Steps involved in the Job	Hazards	Controls,	Siemens Energy official's Remark

g) ensure that necessary Personal Protective Equipment ("PPE") is provided and used appropriately including without limitation safety shoes, helmets, eye and hearing protection together with safety equipment;

h) when performing height work, ensure the use of metal scaffold and the provision and use of life line, fall arrestor, full body harness and safety helmet;

i) ensure all PPE complies with the prevailing acceptable standard and Purchaser's EHS requirements;

j) The supplier shall ensure that the Personnel make use of the personal safety equipment and that such equipment is maintained in good working order at all times.

k) ensure safe access and egress to the site;

l) ensure that traffic rules are followed at all times when its vehicles are on Purchaser's premises;

m) display necessary safety signage and barricades at the workplace and

n) In case of an incident leading to a) the death of any Personnel or b) a severe injury involving more than one day of incapacity of any Personnel or c) more than three workers being brought to hospital, Supplier shall, without undue delay, 1) execute a root cause analysis of the incident, 2) determine appropriate measures to exclude similar incidents in the future, 3) define time periods for the measures to be implemented and 4) provide Purchaser with a written report on the root cause, the measures determined and the time periods defined. Supplier shall also inform the applicable legal authorities. Supplier shall support any additional investigation conducted by the Purchaser.

o) Ensure that all vehicles used for transportation & material handling equipment are fit for use and have valid certifications. Operators of vehicles and machines have valid licenses, are properly trained & experienced.

p) Notwithstanding the above, the Supplier acknowledges that the Purchaser may communicate from time to time certain additional or amended requirements with respect to EHS to be met by the Supplier on project sites.

30.4. Non Compliance

a) The Supplier acknowledges and agrees that the Purchaser places great importance on EHS and has zero tolerance for any non-compliance with the Purchaser's EHS requirements including without limitation any breach of the requirements of this clause.

b) Supplier shall regularly monitor compliance with statutory and contractual health and safety provisions by performing safety tours on the site. In due time before a safety tour, Supplier shall invite Purchaser to participate in the tour. In case Supplier discovers non-compliance with health and safety provisions, it shall restore compliance without undue delay.

c) Upon Purchaser's request, Supplier shall grant Purchaser access to all documents related to health and safety connected with the Works.

d) The rights of the Purchaser under this clause are in addition to all other rights of the Purchaser.

e) Without limiting any other rights the Purchaser may have, the Purchaser may suspend the Supplier immediately or terminate the Agreement for any violation of EHS requirements.

f) Purchaser reserves the right to bar any Personnel from the site for security, health and safety reasons.

31 Export Control and Foreign Trade Data Regulations

31.1 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

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

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

The Supplier shall be liable for any expenses and/or damage incurred by the Customer due to any breach of the obligations according to 5.1

31.2 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:

- The Customer 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 the Customer to the Supplier under the contract.

- The Customer 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 5.2 Upon termination, the Supplier shall pay to the Customer all costs and damages incurred by the Customer from such termination. In any case, the Supplier shall pay the Customer liquidated damages in the amount of 20 % of the contract price.

- Notwithstanding the provision hereinabove in this section the supplier shall indemnify and hold harmless the Customer in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against the Customer arising out of or relating to breach by the Supplier of the obligations under this section 5.2 and the Supplier shall compensate the Customer for all losses and expenses incurred resulting thereof

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Annexure-1: CONDITIONS OF PURCHASE

Siemens Energy Bangladesh Ltd. (the "Purchaser")

Code of Conduct for Siemens Energy Suppliers

This Code of Conduct defines the basic requirements placed on Siemens Energy' suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Siemens Energy reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Siemens Energy Compliance program. In such event Siemens Energy expects the supplier to accept those reasonable changes.

The supplier declares herewith: The supplier declares herewith:

1. Legal compliance

to comply with the laws of the applicable legal system(s).

2. Prohibition of corruption and bribery

to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

3. Respect for the basic human rights of employees

to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;

to respect the personal dignity, privacy and rights of each individual;

to refuse to employ or make anyone work against his will;

to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination; to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;

to provide fair remuneration and to guarantee the applicable national statutory minimum wage;

to comply with the maximum number of working hours laid down in the applicable laws;

to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions

amended or replaced clauses shall prevail to the extent of any inconsistency.