

General Conditions for the Supply of Products and Services
Siemens Energy d.o.o., PIN (OIB) 18960883235, Slavonska avenija 1A, 10000 Zagreb, Croatia

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I. General Provisions

1. These General Conditions for the Supply for Products and Services (hereinafter: General Conditions) shall be applied to all legal transactions concluded between the legal entity Siemens Energy d.o.o. from Zagreb, Slavonska avenija 1A (hereinafter: SIEMENS ENERGY) and the other contracting Party (hereinafter: the ORDERER), in relation to the supply of products and rendering of services (hereinafter: the Supplies) by SIEMENS ENERGY.

These General Conditions are exclusively applied to relations between SIEMENS ENERGY and the ORDERER, unless certain alterations and / or non-

application of certain provisions of these General Conditions are separately agreed and determined in writing. In case when such provisions of the agreement and / or other arrangements are contrary to the provisions of these General Conditions, the provisions of such agreements and / or other arrangements stipulated in a written form shall be applicable.

The agreement between SIEMENS ENERGY and the ORDERER shall be considered concluded also in case when SIEMENS ENERGY, upon receipt of the order, sends a written confirmation of such order or supplies the product and/or renders the service to the ORDERER.

The agreement concluded between SIEMENS ENERGY and the ORDERER, or the written confirmation of the Order shall determine the scope of the Supplies.

Offers sent by SIEMENS ENERGY are not binding, unless determined otherwise in the relevant SIEMENS ENERGY offer i.e. in the agreement concluded between SIEMENS ENERGY and the ORDERER.

Data stated in catalogues, prospects and similar publications, as well as other written or oral statements, are of informative nature and are binding only if so explicitly stated in the confirmation of the order by SIEMENS ENERGY, i.e. in the agreement between SIEMENS ENERGY and the ORDERER, as the technical documentation of a specific product.

SIEMENS ENERGY shall be authorized to perform partial Supplies with respect to the entire order if such partial delivery is possible and executable.

The ORDERER is authorized to request partial Supplies only with a prior written approval of SIEMENS ENERGY, which approval shall not be unreasonably withheld.

The ORDERER is not authorized, without prior written approval of SIEMENS ENERGY, to transfer its rights and obligations from the agreement concluded between SIEMENS ENERGY and the ORDERER to a third party. In case of transfer of ORDERER's rights

Siemens Energy d.o.o.

Management Board: Boris Miljavac, Managing director;
 Laura Musić, Financial director

Registered office: Slavonska avenija 1A, Zagreb; IBAN: Zagrebačka banka d.d. HR7523600001102819568.

The company is entered in the court register of the Commercial Court in Zagreb under no. 081265238.

Capital stock: EUR 2.700.000,00. Company number 5152984, VAT ID HR18960883235, Personal Identification Number: 18960883235

and obligations from the agreement concluded between SIEMENS ENERGY and the ORDERER to a third party without the prior written approval of SIEMENS ENERGY, such transfer will not cause any legal effect. In case of transfer by the ORDERER's rights and obligations from the agreement concluded between SIEMENS ENERGY and the ORDERER to a third party with the prior written approval of SIEMENS ENERGY, the ORDERER and the third party, to which the rights and obligations from the respective agreement were transferred, shall jointly be responsible to SIEMENS ENERGY for the fulfillment of transferred rights and obligations.

SIEMENS ENERGY may, in its sole discretion, assign the Contract or any part thereof or any of its contractual rights or obligations to any affiliate company of SIEMENS ENERGY. Such assignment shall be in effect after SIEMENS ENERGY informs the ORDERER about the assignment by a written notification. The ORDERER hereby gives its approval of such assignments of the Contract or any contractual rights or obligations in advance.

2. The ORDERER's General Conditions of business and procurement shall be applicable only if explicitly confirmed by SIEMENS ENERGY in writing.

The ORDERER is obliged to timely inform SIEMENS ENERGY on all changes, including, but not limited to pre-bankruptcy, bankruptcy, liquidation proceedings, corporate changes, etc., no matter whether these changes could affect the fulfillment of agreed obligations.

3. Unless otherwise explicitly stated in the agreement, the ORDERER does not obtain ownership rights and / or copyrights, intellectual and/or industrial ownership rights on drawings, evaluation of expenses and on other offer and project documentation, or other documents provided in connection with the Supplies (hereinafter: the Documentation) which is, as a part of the offer and / or as the integral part of the Agreement, delivered to the ORDERER by SIEMENS ENERGY. Delivered Documentation cannot be copied without the prior approval of SIEMENS ENERGY. SIEMENS ENERGY retains all of the intellectual and industrial ownership rights and copyrights which refer to the Documentation, and all software, hardware, know how, and other things provided with or as a part of the Supplies, all of which shall remain the exclusive property of SIEMENS ENERGY, except otherwise expressly agreed. The ORDERER shall not reverse engineer, decompile, or reproduce the Supplies, Documentation or parts thereof and shall ensure that third parties will not reverse engineer, decompile or reproduce the Works or parts thereof.

Third parties may have access to the Documentation only with the prior approval of SIEMENS ENERGY,

and if such approval is not granted, i.e. if the ORDERER realizes the Order in some other place, the Documentation must be returned, upon request of SIEMENS ENERGY, without any delay.

In any case, the documentation of the ORDERER can be made available to all affiliated companies of SIEMENS ENERGY and to third parties to whom SIEMENS ENERGY transferred the fulfillment of agreed obligation.

II. Prices and payment conditions

1. Unless otherwise expressly stated in the agreement, the prices are considered to be FCO factory i.e. warehouse, which does not include wrapping and packaging, loading and transportation expenses.

Value added tax is not included in the price, which tax shall be calculated by SIEMENS ENERGY pursuant to currently valid Value Added Tax Act and other respective laws and regulations.

2. If SIEMENS ENERGY, as a part of its contractual obligations, assumed the obligation of installation and fitting of the subject of Supplies, and unless stated differently in the agreement, the ORDERER is hereby obliged, together with the agreed fee, to bear all necessary additional expenses, including, but not limited to, travel expenses, transport expenses of necessary tools, personal luggage and field bonuses for workers.

If charges, taxes and other fees are charged in relation to the Supplies, they shall be borne by the ORDERER. If the Supplies were agreed together with the transport insurance, then the relevant insurance shall be charged separately, whereby such Supplies do not include unloading and transfer.

In case of the ORDERER's order of products and / or services which is not in accordance with the entire offer supplied by SIEMENS ENERGY, SIEMENS ENERGY withholds the right to adequately adjust the price.

Prices stated in the offer are based on the expenses in the moment of the first offer of products and / or services. If such expenses increased until the moment of Supplies (including, for example, due to new or increased tariffs or customs), SIEMENS ENERGY withholds the right to adequately adjust the prices in accordance with such change.

3. Payment should be made to the account of SIEMENS ENERGY at the commercial bank determined by SIEMENS ENERGY, pursuant to agreed terms of payment upon 30 (thirty) days from the issuance of invoice, and in the full amount of the

invoice. In case of delay of the ORDERER with the payment or with other fulfillment of obligations from this or other mutual business transactions, SIEMENS ENERGY 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, and to charge to the ORDERER additionally calculated legal interest pursuant to the valid laws and regulations.

Payment shall be considered made on the day when the due amount arrives to the account of SIEMENS ENERGY.

At partial calculations and / or installment payments for the Supplies, the respective partial calculations and / or installment payments shall become due upon 30 (thirty) days from the issuance of each invoice.

SIEMENS ENERGY's invoices, issued on the basis of subsequent deliveries, which exceed the originally agreed Supplies, shall become due upon 30 (thirty) days from the issuance of each invoice regardless on the conditions of payment agreed for the main Supplies.

5. The ORDERER is not authorized, due to rights from commercial guarantees or other counterclaims, to withhold (not execute) and / or set-off payments of SIEMENS ENERGY's invoices.

SIEMENS ENERGY is authorized on the basis of its claims, to withhold (not execute) and / or set-off payments of the ORDERERS' invoices arising out of this or other mutual business relationships.

In any case, SIEMENS ENERGY has the right to calculate expenses incurred prior to court proceedings, especially expenses of the sending notices of delay and attorney services.

Unless otherwise expressly determined in the agreement, granted discounts on the price and / or bonuses are conditioned by timely settlement of the full amount and by fulfillment of other contracted obligations of the ORDERER.

6. For the purpose of securing the payment of agreed price, the ORDERER is obliged to deliver to SIEMENS ENERGY the payment instruments pursuant to the referenced priorities:

1. bank guarantee (upon first call, irrevocable, unconditional, issued by first class bank institution, accepted by SIEMENS ENERGY); or if this is not possible and if SIEMENS ENERGY accepts,

2. blank debenture (signed and certified by the notary public for the ORDERER); or
3. blank bill of exchange (without protest).

7. In case of total advance payment of the Supplies by the ORDERER, the application of paragraph 6 of this Article is excluded.

8. SIEMENS ENERGY may at any time offer a replacement guarantee or other instruments of securing the obligation (hereinafter: the "replacement guarantee") for the replacement of existing guarantee (e.g. for the advance payment, performance and/or warranty 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 ORDERER shall accept such replacement guarantee in exchange for the existing guarantee already delivered by SIEMENS ENERGY.

Upon the delivery of the replacement guarantee to the ORDERER, the ORDERER undertakes not to, and shall have no right to, make any claims under the existing, previously delivered, guarantee anymore. The ORDERER undertakes to return the existing guarantee to SIEMENS ENERGY for release and to enable SIEMENS ENERGY 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 SIEMENS ENERGY and guarantor of any obligations under the existing guarantees, and which is reasonably acceptable to the contracting parties.

III. Retention of title

1. SIEMENS ENERGY shall have the retention of title on all supplied products until the full settlement of the purchase price, including possible interest and / or expenses by the ORDERER as well as fulfillment of all of its rights and obligations which the ORDERER has towards SIEMENS ENERGY on the basis of the respective business relationship.

2. On the Supplies on which retention of title by SIEMENS ENERGY is applied, transfer of risk for accidental destruction and damage shall be borne by the ORDERER from the moment the respective Supplies have been delivered to him. During the duration of period of retention of title by SIEMENS ENERGY, the ORDERER cannot allow seizure or

transfer of ownership, establish pledge over the supplied products or encumber such products in any other way. The possibility of further sale and / or distribution of supplied products is allowed only to merchants and / or trading companies, within their regular activities, and only under the condition that the merchant and / or trading company receives the payment from its buyer or, at the time of sale, declares the right of retention of title, under which the ownership shall be transferred to the buyer in the moment of payment of the full sale-purchase price.

3. The ORDERER is obliged, without any delay, to inform SIEMENS ENERGY on seizures, enforcements or other legal actions or interventions of third parties, while the ORDERER is obliged to inform such third parties on the right of retention of title by SIEMENS ENERGY over delivered products.

4. If the ORDERER breaches any of the material contract obligations, especially if it delays with the fulfillment of its payment obligations, SIEMENS ENERGY shall be authorized, upon serving the notice on delay, to retrieve the delivered products, while the ORDERER shall be obliged to deliver them on the location indicated by SIEMENS ENERGY, regardless of application of Article 2 paragraph 4 of these General Conditions. The return of the supplied goods i.e. realization of retention of title by SIEMENS ENERGY shall not be considered termination of the agreement between SIEMENS ENERGY and the ORDERER, unless explicitly stated so by SIEMENS ENERGY in writing.

IV. Deadlines for Supplies and Delay

1. SIEMENS ENERGY's deadline for the Supplies of products and / or rendering of services shall commence at the latest on the following dates:

- a) on the date of confirmation of the offer; and
- b) on the date of fulfillment of all technical, commercial and other pre-conditions which are the obligation of the ORDERER; and
- c) on the date when SIEMENS ENERGY, prior to Supplies of goods, receives advance payment or the security instrument; or
- d) on other date explicitly agreed in the relevant agreement.

2. Unless otherwise expressly stated in the agreement, SIEMENS ENERGY's timely receipt of entire documentation and obtaining of required approvals and / or consents, including obtaining of possible approvals and / or consents of third parties, as well as respect of agreed conditions of payment

and duly and timely fulfilment of other obligations by the ORDERER is a pre-condition for the timely fulfillment of the deadlines of delivery by SIEMENS ENERGY. If such conditions are not timely fulfilled, SIEMENS ENERGY's deadlines for the fulfillment of contracted obligations shall be postponed until the moment of fulfillment of contracted obligations by the ORDERER.

In case of delay of Supplies, caused only by SIEMENS ENERGY, the agreed Supplies deadlines shall be postponed in accordance with the agreement between the ORDERER and SIEMENS ENERGY. SIEMENS ENERGY is not responsible for the delay in fulfillment of its obligations which occurred due to ordinary negligence, but SIEMENS ENERGY is liable for the delay occurred due to his gross negligence or willful misconduct.

3. If the breach of obligation for timely Supplies by SIEMENS ENERGY is the consequence of force majeure event such as mobilization, war or acts of war, rebellion, natural disasters, epidemics or pandemics, strike, lock-out, blockade, fire, earthquake, non-obtaining of required licences, permits or approvals (e.g. positioning licence, installation licence, export, import), interventions of the legislator, any other act or failure to act by any public authority, embargos or any other trade sanctions imposed by the European Union or the United States of America (which, upon sole discretion of SIEMENS ENERGY, may expose SIEMENS ENERGY or any of its affiliates to sanctions, penalties or other actions of governmental authorities detrimental to Supplier or any of its Affiliates), attacks on SIEMENS ENERGY IT systems (such as virus attacks, hacker attacks, etc.), actions by the ORDERER or any third party or any other events, which could not be foreseen or influenced by SIEMENS ENERGY (hereinafter: Force Majeure Event), the Supplies deadlines shall be postponed for the period of time of such events i.e. until the removal of consequences caused by such events. If a Force Majeure Event occurs, SIEMENS ENERGY will be deemed not to be in breach of its obligations under the agreement for so long as and to the extent necessary to overcome the effects of the Force Majeure Event. SIEMENS ENERGY is obliged to inform the ORDERER about these circumstances without delay by a written notice.

For the avoidance of doubt, and notwithstanding the aforementioned circumstances, SIEMENS ENERGY shall be entitled to a reasonable adjustment of this 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 this

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.

Notwithstanding everything mentioned in paragraphs 1, 2 and 3 of this Article, if the postponement of deadlines for the fulfillment of obligations occurs at the side of the ORDERER for any reason, the deadline for the fulfillment of SIEMENS ENERGY's obligations shall be postponed for the same period of time.

4. If the parties agree on the contractual penalties with respect to the delivery of ordered products i.e. rendering of services by SIEMENS ENERGY, the same shall be paid pursuant to the following provision of these General Conditions.

In case of delay with the fulfillment of the contracted obligations by SIEMENS ENERGY, which occurred solely due to SIEMENS ENERGY's willful misconduct or gross negligence, and upon expiry of additional deadline for the delivery which cannot be shorter than 30 (thirty) days, the ORDERER is authorized, for each full week (7 (seven) days) of delay, to the contractual penalty of up to 0,5 % (in words: zero point five percent) from the value of that part of the total delivery which, due to late delivery of the major part, cannot be used.

The contractual penalty which SIEMENS ENERGY is obliged to pay pursuant to this paragraph cannot exceed total of 5 % (five percent) of the value of the part of the total delivery which, due to late delivery of the major part, cannot be used.

5. Unless otherwise expressly stated in the agreement, all other requests of the ORDERER regarding the delay of SIEMENS ENERGY with the Supplies, which exceed the limits stated in paragraph 4 of this Article, including but not limited to damage compensation of any damage or expenses, shall be excluded in all cases of the delayed Supplies.

Unless otherwise expressly stated in the agreement, by payment of the agreed contractual penalty by SIEMENS ENERGY, the ORDERER shall be deprived from the right to unilaterally terminate the agreement and the right to request the compensation of damages connected with the delay incurred from the respective agreement. The ORDERER will lose its right to claim contractual penalty for delay of SIEMENS ENERGY, in case the ORDERER has accepted the fulfillment of the obligations from SIEMENS ENERGY and did not without delay expressly notified SIEMENS ENERGY

in writing that it retains the right for the contractual penalty for delay.

6. If the ORDERER is in delay of more than 7 (seven) days with the acceptance of fulfillment from the day of SIEMENS ENERGY's declaration on the readiness for the fulfillment, the ORDERER shall bear, for each starting week, a fee for the warehouse storage pursuant to actual expenses of such storage.

Notwithstanding any other rights under this agreement, in the case of delay from the point 1 of this subclause 6, and if the ORDERER, the ORDERER's contractors, or any other third party put in charge by the ORDERER is responsible for any delay or deadline prolongation which causes the prolongation of SIEMENS ENERGY's deadlines in the provision of the Supplies, or the deadlines for the Supplies is prolonged due to the reasons not attributable to SIEMENS ENERGY, the ORDERER shall reimburse SIEMENS ENERGY for all the additional costs and expenses and/or damages incurred due to such delay.

7. The ORDERER shall be obliged, upon the Supplies of products, and during the duration of the retention of title by SIEMENS ENERGY i.e. until full settlement of the sale-purchase price, to obtain insurance of the delivered products from the usual risks and to deliver the concluded insurance policies for SIEMENS ENERGY' review within shortest possible time.

V. Transfer of risks

1. Unless otherwise expressly stated in the agreement, the risk – in case of Supplies without the transport fee for the objects of Supplies – shall be transferred to the ORDERER as follows:

a) in case of Supplies without installation or fitting – when the object of Supplies was given over to the transport or when the Supplies were offered to the ORDERER in the usual and / or agreed manner and under contracted and / or usual conditions. SIEMENS ENERGY shall not be obliged to insure the object of transportation from usual risks in transport and the referenced insurance must be contracted separately.

b) in case of Supplies with installation or fitting – on the day of takeover in its own facility or after the test running which will be agreed upon in the relevant protocol.

2. In each of the points stipulated in paragraph 1. (one) above, the transfer of risk for accidental destruction and damage will be taken over by the ORDERER in the moment the ORDERER will be in delay with the fulfillment of any of its obligations.

3. Moreover, if the transportation, supply,

commencement, implementation of installment or fitting, takeover in its own facility or test running are in delay due to liability of the ORDERER or if the ORDERER is in delay with the takeover due to some other reasons, the risk shall be transferred to the ORDERER in the moment when the ORDERER rejects to receive the fulfillment or prevent it by its own behavior. Notwithstanding any other rights under the agreement, in such case, parts, which are part of the Supplies, can be stored and insured at the risk and expense of the ORDERER and any payment shall become due.

VI. Installation and fitting

For installation and fitting – unless explicitly agreed otherwise in the agreement, the following provisions shall apply:

1. The ORDERER shall be obliged, at its own expense, to take over and timely secure:
 - a) all land, construction and other supporting works, which are contractually agreed and which are not part of SIEMENS ENERGY's business activities, including necessary expert and assisting work labor, construction materials and tools, etc.;
 - b) all necessary objects and materials which are required for the installation and putting into operations, such as scaffolding poles, cranes and other machines, fuels and lubricants, etc.;
 - c) energy and water at the place of use, including all other required connection points, including but not limited to heating and light, etc.;
 - d) at the installation place, for the purpose of storage of machines, appliances, materials, tools, etc. – large enough, adequate, dry rooms, which may be locked, and for personnel which shall perform the installation – adequate working space and rooms for rest, including sanitation space and / or appliances, adequate under circumstances the ORDERER shall, for the purpose of protection of SIEMENS ENERGY's personnel who perform the installation and SIEMENS ENERGY's assets, including but not limited to equipment for work and the Supplies which are subject of delivery and are located at the premises of the ORDERER or on the location on which the ORDERER has control or the ORDERERS' suppliers or subcontractors, take all measures for protection and insurance which the ORDERER would take for the protection of its own property and workers, as well as appropriate measures prescribed by legal provisions applicable at the installation location;
 - e) Protective clothes and appliances, required due to specific conditions on the installation location, as well as take adequate measures of

protection on work at the installation location.

2. Before the start of the installation works, the ORDERER shall put at SIEMENS ENERGY's disposal all required data on the position of underground power lines, gas and water lines and similar facilities and/or installations, as well as all required static information.
3. Unless otherwise explicitly agreed in the agreement, prior to the beginning of installation and fitting, the ORDERER is obliged to ensure that all appliances and objects required for the commencement of work must be located at the place of installation and fitting. All preparatory work must be performed to in a way that the installation and fitting could be start and be performed without any interruptions. Approach roads and the location of installation and fitting must be leveled, arranged, cleared and without any obstacles.
4. If in the process of installation, fitting or putting into operation should come to postponement of agreed deadlines due to circumstances for which SIEMENS ENERGY is not responsible, the ORDERER shall be obliged to settle all expenses incurred by SIEMENS ENERGY for such postponed time, including, but not limited to travel expenses and other possible damages of SIEMENS ENERGY caused by such postponement.
5. The ORDERER shall, at least once in 7 (seven) days, except if mandatory regulations prescribe otherwise, confirm to SIEMENS ENERGY the duration of working hours of workers who perform the installation and, without any delay, the ORDERER will in the written form in the protocol determine the completion of works for installation and fitting, or the moment of putting the system into operation.
6. If upon completion of work SIEMENS ENERGY demands the takeover of the Supplies, the ORDERER shall be obliged to take over the Supplies within 7 (seven) days thereof the protocol will be drawn up. If the take over or the signing of the protocol would not take place within such time without any justified reason, or if the acceptance test or inspections (if agreed or applicable) have not been carried out within 7 (seven) days after the scheduled dates, or after SIEMENS ENERGY requested it (in case no dates are agreed), due to the reasons not attributable to SIEMENS ENERGY, i.e. if the ORDERER has already started with the use of object of the Supplies, it shall be considered that the takeover was completed, whereby the period of validity of commercial guarantee and other obligations of the ORDERER and SIEMENS ENERGY in relation to the take over of object of Supplies shall commence as if the take over has been completed.

VII. Takeover

1. If the ORDERER, prior to the time of Supplies, does not deliver to SIEMENS ENERGY the instructions of the delivery of Supplies, SIEMENS ENERGY shall be authorized to deliver the Supplies at the seat of the ORDERER by transportation manner chosen by SIEMENS ENERGY. In case of such Supplies, SIEMENS ENERGY shall not be obliged to secure the storage for the object of Supplies.
2. The ORDERER shall be obliged to take over the object of Supplies 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 ORDERER. For the avoidance of the doubt, the ORDERER is not allowed to condition its acceptance and takeover of the Supplies, or any part thereof, with the acceptance and takeover of the Supplies by any other third party, unless otherwise explicitly agreed.
3. In any case, it is deemed that the ORDERER has taken over and accepted the Supplies in cases stipulated under the Article VI, subclause 6 of this General Terms.

VIII. Liability for defects and commercial guarantee

1. In case of abiding by the agreed payment terms and timely notification to SIEMENS ENERGY on any detected defect on behalf of the ORDERER, SIEMENS ENERGY shall be obliged to remove any such defect which existed in the moment of take over of the object of delivery i.e. of transfer of risk to the ORDERER and which affects the normal functioning, and which is based on the error in construction, material and / or production of supplied products and / or rendered services. SIEMENS ENERGY will not be held liable for any defects if the ORDERER was familiar with those defects or those defects could not have been unfamiliar, at the time of the conclusion of the contract.

For defects, which also include the lack of agreed characteristics, SIEMENS ENERGY shall be liable as follows:

SIEMENS ENERGY shall remove any defect on the object of Supplies if the ORDERER, without any delay and in any case not later than 3 (three) days from the transfer of risk to the ORDERER, reports the defect by a written letter, whereby the ORDERER has to prove the existence of the reported defect. In case of breach of this provision by the ORDERER, SIEMENS ENERGY shall not be obliged to remove such defect.

In case of the defect which could not be found by

ordinary inspection in the process of take over i.e. of transfer of risk to the ORDERER, the ORDERER shall be obliged to inform SIEMENS ENERGY on such defect by a written letter within 30 (thirty) days from the transfer of risk. If the ORDERER passes the referenced deadline or the material defect is revealed following the lapse of six months from the transfer of risk to him, the ORDERER shall lose the right to refer to such defect and the obligation of SIEMENS ENERGY to remove such defect will cease.

In case of timely notice of the defect and determination of the defect, SIEMENS ENERGY shall, at its own choice and at its own expense, repair, make another Supplies or render, all those parts or services whose agreed usage, under circumstances occurred prior to the transfer of risk to the ORDERER, is significantly decreased.

The ORDERER must, without any delay, make all documentation i.e. data in its possession available to SIEMENS ENERGY, all for the purpose of prompt determining of the condition of goods and removal of defects.

For the removal of defects the ORDERER shall make available to SIEMENS ENERGY the adequate period of time and adequate conditions. If this should be denied and / or not made available by the ORDERER, SIEMENS ENERGY shall be released from any obligation to remove the defects. If adequate period of time granted to SIEMENS ENERGY should expire and SIEMENS ENERGY has not removed the defect through his own fault, the ORDERER may use its right to return the unsatisfactory Supplies, with the return of the paid compensation for the part of object of Supplies which has the defect, or may ask for the adequate decrease of the sale-purchase price.

2. The period of validity of commercial guarantee for the object of the Supplies is 12 (twelve) months, unless specific guarantee periods have been agreed for certain objects of Supplies. This guarantee period shall begin in the moment of transfer of risk to the ORDERER pursuant to these General Conditions.

The commercial guarantee does not apply to wear and tear or damages which occur on the objects of Supplies upon transfer of risk to the ORDERER, including, but not limited to incorrect, careless and / or superficial use, overload, unauthorized servicing, use of inadequate fuel, due to inadequate construction works, chemical influences, atmospherical discharges, inadequate construction ground or on the basis of special outer influences which were not specified in the agreement, or the software malfunctions which cannot be reproduced, as well as installation which is not performed by SIEMENS ENERGY. The above mentioned limitation is identically being applied to those malfunctions and / or

damages resulting from the materials delivered by the ORDERER.

The ORDERER's right of guarantee shall not be applied to the damages caused by third persons or by the ORDERER itself.

Third party software is not covered by SIEMENS ENERGY commercial guarantee, nor is SIEMENS ENERGY responsible for any defects of the third party software or damage caused by third party software.

If the ORDERER or third persons should make any non-expert modifications or put the object into operation, then there shall be no SIEMENS ENERGY guarantee obligation for damages and / or malfunctions which were made by such modifications and works.

The period of validity of commercial guarantee for additional repairs, substitute Supplies or rendering of substitute services is 6 (six) months, whereby the referenced deadline shall last at least until the expiry of original commercial guarantee period for the object of Supplies.

The period of validity of commercial guarantee shall be postponed for those parts which, due to interruption of the use of the object of Supplies, cannot be put in work pursuant to their purpose - during the period of time identical to that of use interruption, caused by repairs, substitute Supplies or rendering of substitute service.

The period of validity of commercial guarantee for the objects of Supplies, including subsequent repairs and substitute deliveries, shall in any case lapse at the latest within 18 (eighteen) months from the transfer of risk to the ORDERER.

The commercial guarantee rights do not arise from the data stated in catalogues, prospects, advertisements, or from any written or oral statement drafted or made by a third party outside of SIEMENS ENERGY's control, unless if explicitly stated otherwise in the agreement.

SIEMENS ENERGY shall not assume any commercial guarantee in case of sale of used goods.

If SIEMENS ENERGY proves that, in case of reported damage and / or malfunction on the object of Supplies, it is not the case covered by the commercial guarantee, the ORDERER shall reimburse SIEMENS ENERGY of all repair and / or replacement expenses, pursuant to hourly rates, including all incurred travel expenses.

Any other rights of the ORDERER towards SIEMENS ENERGY on the basis of commercial guarantee, as

well as any other liability, rights, remedies and warranties in case of defective Supplies, services or defects implied by the applicable law are to the fullest extent excluded, except as expressly provided in this Clause VIII., including sub-deliverers and / or sub-contractors of SIEMENS ENERGY responsible for the execution of the agreement, unless stated differently in the guarantee list for certain technical products.

The guarantee shall be issued to the ORDERER in a form of a document and with contents as set out in the Article 423 para 9 of the Civil obligations Act.

3. This Article does not affect the application of Article XIII (Other liabilities).

IX. Electronic Commerce

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 legislature regulating electronic commerce and electronic signature. 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, or reliably ensure the inalterability of the message, respectively.

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. The electronic message shall not be deemed as unsent if there is no confirmation of reception unless a prior express written agreement stipulates that a confirmation of reception is required for a valid delivery.

3. The electronic message shall be deemed as received when it enters the recipient's information system.

X. Special Terms & Conditions for Cyber Offers

1. The warranties contained herein related to cyber security are SIEMENS ENERGY's sole and exclusive warranties as to SIEMENS ENERGY products and services and are subject to the limits of liability within the contract. SIEMENS ENERGY 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.

2. Terms used in this Article X 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.

3. ORDERER 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.

ORDERER's cybersecurity concept should inter alia include:

- a) restricting access to ORDERER's premises and to its plants, systems, machines and networks to where absolutely necessary;
- b) installing Updates as soon as they are available in accordance with the installation instructions given by SIEMENS ENERGY and using the latest version;
- c) complying with SIEMENS ENERGY security advisories and other guidelines;
- d) if Vulnerabilities are identified by the ORDERER, the ORDERER shall notify SIEMENS ENERGY in writing without undue delay. By signing the contract, the ORDERER acknowledges that delay in such communication may exacerbate any Vulnerabilities, and fully assumes the risks and liabilities of such delay. ORDERER 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;
- e) 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;
- f) not connecting Bluetooth, USB, or any personal devices to a product, system, or machine unless having consulted with a SIEMENS ENERGY support engineer;

g) 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;

h) raising the awareness of ORDERER's personnel towards dangers associated with Cyberthreats by, e.g. regular communication and training.

ORDERER 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.

4. 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.

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 ORDERER thereof without undue delay.

If SIEMENS ENERGY identifies Vulnerabilities in the Products during the warranty period, SIEMENS ENERGY shall provide the ORDERER upon SIEMENS ENERGY's sole discretion either with a Patch or an Update.

SIEMENS ENERGY will provide the respective Patch or Update to the ORDERER 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:

- a) Via Remote Services if the relevant Product is connected to Remote Services; the ORDERER 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 ORDERER 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 Article X shall be the exclusive remedy and in lieu of any other rights and remedies the ORDERER may have with respect to Cyberthreats and any damage suffered therefrom whether under contract, law or otherwise.

Unless otherwise agreed in writing, any right of the ORDERER 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) ORDERERS' 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 ORDERER 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. ORDERER uses the Products for High Risk Use at ORDERER's own risk. SIEMENS ENERGY disclaims any express or implied warranty for High Risk Use. ORDERER shall not be entitled to any claim against SIEMENS ENERGY or any SIEMENS ENERGY subcontractors arising from use for or in connection with High Risk Use. ORDERER 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 ORDERER 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.

SIEMENS ENERGY does not warrant the services proposed in this document will prevent future successful Cyberthreats or detect all security Vulnerabilities in the ORDERER's systems and ORDERER acknowledges the same.

XI. Intellectual property rights and copyright

1. If a third person, due to breach of intellectual property rights or copyright (hereinafter: Protected rights) which are in connection with the object of Supplies delivered by SIEMENS ENERGY and used pursuant to the agreement and/or the order, places

justified demands towards the ORDERER on the basis of breach of protected rights of such third persons, SIEMENS ENERGY shall then be liable to the ORDERER as follows:

a) SIEMENS ENERGY shall, at its own choice and at its own expense, acquire either the right to use such product or shall amend the product in such manner to avoid any breach of rights of third persons or shall replace the product. If this is not possible under acceptable conditions, SIEMENS ENERGY shall then take back the product and adequately decrease the total price, i.e. shall return the amount of the sale-purchase price if the referenced circumstance prevents the possibility of fulfillment of the purpose of the agreement.

b) The above mentioned obligations of SIEMENS ENERGY shall exist exclusively if the ORDERER, without any delay, informed SIEMENS ENERGY on any potential liability, claim, commenced proceedings and / or other requests of third parties, if the ORDERER has not acknowledged the alleged breach of protected rights, and if SIEMENS ENERGY has all rights to object and hold negotiations to reach a settlement. If the ORDERER ceases to use the product in order to reduce the damage or for other important reasons, the ORDERER shall be obliged to notify the third person that the termination of use has no connection with the acknowledgement of the protected right breach.

2. All requests of the ORDERER shall be excluded if the ORDERER is liable for the breach of protected rights of third persons i.e. if the ORDERER did not fulfill its obligations stated in Article XI paragraph 1 point b).

3. Unless otherwise explicitly stated in the agreement, all requests of the ORDERER are excluded if the breach of protected rights is caused by special, previously supplied data and information delivered by the ORDERER, by which implementation SIEMENS ENERGY could not know nor had a reason to believe that the supplied products could cause breach of the protected rights of third parties i.e. if the ORDERER independently altered the product or used it together with the products not supplied by SIEMENS ENERGY.

4. Unless otherwise explicitly stated in the agreement, all other rights of the ORDERER towards SIEMENS ENERGY on the basis of breach of the industrial registered right or copyright of third parties are excluded.

5. The ORDERER has non-exclusive, non-

transferable and revocable right to use the software supplied by SIEMENS ENERGY, with agreed characteristics, in its unaltered form and on agreed appliances. The ORDERER has the right, without any specific authorization of SIEMENS ENERGY, to make one security copy of delivered software, which has to contain all pertaining copyrights of SIEMENS ENERGY and / or owner of the supplied software.

For the avoidance of the doubt, all intellectual and/or industrial property rights, and/or copyrights and know-how in and to the software, any digital services and the applications and any parts and every improvement or further development thereof, other than those expressly granted herein, shall remain wholly vested in SIEMENS ENERGY or its third party suppliers and/or licensors. Unless otherwise explicitly stated in the agreement, the ORDERER shall not copy, translate, modify, adapt, decompile, dismantle, alter or reverse engineer the software, digital services or applications of SIEMENS ENERGY without the prior written approval of SIEMENS ENERGY, and shall not in any manner attempt to derive the source code or underlying ideas or algorithm of any application and/or third party application or any portion thereof and shall ensure that third parties will not do the same.

If the ORDERER should, as an exemption from the above mentioned, with or without the approval of SIEMENS ENERGY, copy, translate, modify, adapt, decompile, dismantle or alter the software of SIEMENS ENERGY, SIEMENS ENERGY shall then possess all rights to each copy, translation, modification, adaptation or performance of software, including any improvement or advancement thereof. At SIEMENS ENERGY's request the ORDERER shall undertake any necessary actions in order to transfer the rights arising out of copy, translation, modification, adaptation or performance of the delivered software to SIEMENS ENERGY and / or to the owner of supplied software.

The ORDERER has no right to use the original code of software supplied by SIEMENS ENERGY, unless otherwise explicitly stated in the agreement.

This Article shall not affect the application of Article XIII (Other liabilities), or the right of the ORDERER to terminate the agreement in accordance with the Article XII. of these General conditions.

XII. Impossibility of performance, adaptation of the agreement and termination

1. The condition to terminate an agreement concluded between SIEMENS ENERGY and the ORDERER, unless otherwise explicitly stated in the agreement, is impossibility to supply the subject

matter of the contract, the delay in supply by SIEMENS ENERGY pursuant to Article IV. of this General Conditions and non-fulfillment of contractual obligations of the ORDERER, upon expiry of the adequate additional period for fulfillment. The termination notice is served by registered mail to the business address of the contractual parties.

2. If the agreed delivery becomes impossible due to reasons for which SIEMENS ENERGY is exclusively liable according to paragraph 1 of this Article, and in case the ORDERER has fulfilled all or part of its contractual obligations connected with the payment obligation, the ORDERER has the right to claim the return of the money paid less any additional cost and expenses incurred by SIEMENS ENERGY due to such circumstances, excluding interests or other expenses and fees. In this case, the ORDERER retains the right to terminate the agreement upon unsuccessful expiry of the additional reasonable time period for completion, whereas the amount to which the ORDERER is entitled to on the basis of this subpoint, represents the sole and exclusive compensation in case of the ORDERER's termination in such case.

If the agreed Supplies become impossible due to the reason for which neither party can be held liable, mutual contractual obligations cease and contractual parties are obliged to return one another all that they have accepted on the basis of fulfillment of contractual obligations.

3. If unforeseen events in the sense of Article IV. Paragraph 3 and 4 materially changes the economic relevance or the content of Supplies, or if they materially affect the SIEMENS ENERGY's business, the agreement shall be adequately adjusted to the new situation pursuant to the principle of conscientiousness and fairness. SIEMENS ENERGY has the right to terminate the agreement if the changed circumstances justify the termination from economic standpoint, with the notice period of 30 (thirty) days, but only if SIEMENS ENERGY attempted to reach an agreement with the ORDERER as to the change of terms of the agreement. If SIEMENS ENERGY would like to terminate the agreement, SIEMENS ENERGY has to notify the ORDERER thereof immediately upon becoming aware of the scope of the above mentioned event.

4. Notwithstanding any other rights, SIEMENS ENERGY has the right to immediately terminate the agreement without any notice period, as follows:

a) if the Supplies, or the commencement or the continuation of rendering of services is not possible due to reasons for which the ORDERER is liable, or if the ORDERER delays with the performance of its obligations upon expiry of adequate additional

period for fulfillment; or

b) if there are doubts about financial capacities of the ORDERER i.e. if the ORDERER, at SIEMENS ENERGY's request, does not make the advance payment within agreed period or if the ORDERER does not provide requested security prior to the Supplies; or

c) if the bankruptcy over the ORDERER's assets initiated or if the request to commence the bankruptcy proceedings is rejected due to lack of sufficient assets; or

d) if the postponement of time of Supplies, due to circumstances referenced in Article IV paragraph 3 and 4, exceeds more than one half of the originally agreed period of delivery, but not less than 6 (six) months.

e) if the ORDERER comes under the direct or indirect control of any competitor of Siemens Energy;

In any case, and notwithstanding any other rights it may have under the agreement, SIEMENS ENERGY may terminate the agreement if the execution of the Supplies have been suspended for more than 180 (hundred and eighty) calendar days due to the ORDERER's breach of agreement, or the suspension of the Supplies due to any other reason not attributable to SIEMENS ENERGY lasts more than 12 (twelve) months per event.

SIEMENS ENERGY may even terminate a partially executed agreement, for the remaining part of the Supplies, due to reasons referenced in paragraph 4 of this Article.

In case of termination of agreement by SIEMENS ENERGY pursuant to paragraph 4 of this Article, or any other termination which occurred due to the reasons not attributable to SIEMENS ENERGY, the ORDERER shall pay for the products and / or rendered services supplied until the moment of termination (including, inter alia, profit and the unavoidable costs which reasonably occurred as a result of termination), and such payment shall not affect any eventual claims for damages by SIEMENS ENERGY.

In any case, in the event of the cessation of the validity of the agreement, irrespective of the cause of cessation, SIEMENS ENERGY may charge to the ORDERER the already performed or partially performed deliveries or services, including those not yet accepted, and preparation works accomplished by SIEMENS ENERGY. Instead of the due payment, SIEMENS ENERGY is entitled to request the return of

the delivered goods and parts of the Supplies at his discretion.

Any other liability for damages of SIEMENS ENERGY in case of termination, which exceeds the scope and limits provided for in this Article or this General Terms and Conditions, shall be excluded. For the avoidance of doubt, the ORDERER is not authorized to terminate or cancel this agreement with SIEMENS ENERGY in any other cases other than the cases stipulated in this Article and General Terms and Conditions (and under the conditions stated in this article and General Terms and Conditions), unless otherwise is explicitly stated in the agreement, whereas any right to terminate the agreement for convenience of the ORDERER is excluded in particular.

5. Notwithstanding any other rights under the agreement, SIEMENS ENERGY may suspend performance of its obligations under the agreement if (i) the ORDERER fails to perform those of its obligations necessary for SIEMENS ENERGY to provide the Supplies, or (iii) the ORDERER otherwise materially breaches the agreement.

If SIEMENS ENERGY suspends the agreement, or a part thereof, in accordance with the previous clause or in the event the ORDERER suspends the agreement without the express written agreement of SIEMENS ENERGY, the ORDERER shall become immediately liable to pay SIEMENS ENERGY for all parts of the Supplies already provided. The ORDERER shall further reimburse SIEMENS ENERGY all reasonable additional costs and expenses incurred as a result of such suspension. Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension.

XIII. Other liabilities

1. SIEMENS ENERGY liability towards the ORDERER, regardless of its legal basis, is limited to a maximum of 10% (ten percent) of the individual contract value. The liability of SIEMENS ENERGY towards the ORDERER for negligence, indirect and/or consequential damage, lost benefits, damages on assets as well as for loss of anticipated savings, interruption of production, lost profit, financial loss, loss of information and data and loss of interest and damages incurred by claims of third parties or claims arising from ORDERER's contracts with third parties, or for any other indirect / consequential damages is completely excluded. This provision will not be applied in those cases in which liability cannot be excluded or limited by law, such as damage caused by willful misconduct, gross negligence, death or physical injury.

2. The aforementioned provisions, if applicable, are valid also in favor of sub-deliverers/sub-contractors of

SIEMENS ENERGY, who have to execute the agreement, as well as for suppliers.

3. If the ORDERER does not act according to possible conditions for installation, putting the objects into operation and use (e.g. in instruction manual), any SIEMENS ENERGY's liability towards the ORDERER for damages or other expenses is excluded.

XIV. Confidentiality and Data Protection

1. The ORDERER shall hold confidential any information to which the ORDERER has access during the business cooperation with SIEMENS ENERGY and shall not, without prior written approval of SIEMENS ENERGY, disclose information related to or in connection with the business cooperation between SIEMENS ENERGY and the ORDERER to unauthorized persons or any third party, and shall particularly not disclose such information to any direct or indirect market competitors of SIEMENS ENERGY.

2. The term «information to which the ORDERER has access during the business cooperation with SIEMENS ENERGY», includes, but is not limited to designs, plans, specimen, equipment, reports of studies, drawings, schedules, specifications, technical data, data base, any form of software, documents and all other correspondence between SIEMENS and the ORDERER related to the mutual business cooperation.

3. SIEMENS ENERGY and the ORDERER shall not be liable for disclosure or use of confidential information which:

a) already are or shall become known to the public, except by breach confidentiality obligations; or

b) have to be disclosed pursuant to the law on the basis of request of the authorized body.

If the ORDERER breaches the confidentiality obligation from this Article, the ORDERER shall be liable for any damage, without any limitations, which occurred to SIEMENS ENERGY as a consequence of breach of the confidentiality.

4. The ORDERER is obliged, in connection with the confidentiality obligation, to bind its representatives, employees, associates and assistants to the confidentiality obligation, through employment contract, internal regulations or in some similar legally acceptable manner.

5. The confidentiality obligation shall remain in force during 5 (five) years from termination of business cooperation between SIEMENS ENERGY and the ORDERER.

6. ORDERER shall comply with the statutory and other applicable provisions relating to protection of personal data. The ORDERER is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable SIEMENS ENERGY to perform the Supplies, works or services without any breach of law. The ORDERER is advised to take appropriate measures – as far as possible – to prevent access of SIEMENS ENERGY to personal data or trade secrets of the ORDERER while providing the Works. In the event that it cannot be prevented that SIEMENS ENERGY is granted access to personal data of the ORDERER, the ORDERER is obliged to inform SIEMENS ENERGY in due time before the Works are performed. The ORDERER and SIEMENS ENERGY shall then agree on the actions to be taken.

7. If ORDERER acts as controller processing personal data of SIEMENS ENERGY for its own purposes, ORDERER shall comply with applicable laws including data privacy law. ORDERER 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. In the event of a data breach involving SIEMENS ENERGY's or its subcontractor's personal data, ORDERER as controller shall notify the competent data privacy authority and the affected data subject as required by law. In addition, ORDERER shall inform SIEMENS ENERGY immediately of such compromise both via its SIEMENS ENERGY Point of Contact and via email to dataprotection@siemens-energy.com.

XV. Court jurisdiction and applicable law

1. Disputes and misunderstandings between the parties shall be settled amicably.

In case the parties shall not be able to settle a dispute amicably, all disputes arising out of agreement concluded between SIEMENS ENERGY and the ORDERER shall be finally settled by the competent court in Zagreb.

2. The substantive law of the Republic of Croatia is applicable to contractual relations regulated by these General Conditions of the Supply for Products and Services, agreements and / or other additional arrangements concluded in writing between SIEMENS ENERGY and the ORDERER, with the exclusion of commercial customs and practices (trade usages), conflict of law rules of the private international law as well as provisions of the Vienna Convention on Contracts for the International Sale of Goods of 1980.

3. In the event of any changes in Legislation (as defined below), an enactment of any new Legislation, changes in generally accepted interpretation or

application of any Legislation, each after the signature of the contract, SIEMENS ENERGY shall be entitled to an adequate extension of the time for delivery, an adequate adjustment of the price reflecting the increased cost incurred by SIEMENS ENERGY, the payment terms and all other relevant provisions of the contract. Except for mere adjustments of the price, SIEMENS ENERGY shall provide the ORDERER with a quotation and the ORDERER shall issue a variation order in accordance with this Article XV 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 SIEMENS ENERGY or not), which affect cost or performance of SIEMENS ENERGY's obligations under the contract (irrespective of whether such changes are imposed in the country of final destination of Supplies or some other country).

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.

4. If engineering, or any other standards and codes are listed in the technical specifications (if those are agreed), SIEMENS ENERGY 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 Supplies are executed stipulate more stringent or onerous requirements with regard to the Supplies, the ORDERER is obliged to timely inform SIEMENS ENERGY accordingly, whereas the subclause 1 of this clause shall apply.

XVI. Compliance with Customs Regulations

1. If ORDERER transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by SIEMENS ENERGY or works and services (including all kinds of technical support) performed by SIEMENS ENERGY to a third party, the ORDERER shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services, the ORDERER shall comply with the (re-)export control regulations of the Republic of Croatia, of the European Union and of the United States of America.

2. Prior to any transfer of goods, works and services provided by SIEMENS ENERGY to a third party the

ORDERER shall in particular check and guarantee by appropriate measures that

- There will be no infringement of an embargo imposed by the Republic of Croatia, European Union, by the United States of America and/ or by the United Nations by such transfer, by arranging 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 by-passing those embargos;

- 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;

- The regulations of all applicable Sanctioned Party Lists of the Republic of Croatia, European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

3. If required to enable authorities or SIEMENS ENERGY to conduct export control checks, the ORDERER, upon request by SIEMENS ENERGY, shall promptly provide SIEMENS ENERGY with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by SIEMENS ENERGY, as well as any export control restrictions existing.

4. The ORDERER shall indemnify and hold harmless SIEMENS ENERGY from and against claim, proceeding, action, fine, loss, cost and damages arising out or relating to any noncompliance with export control regulations by the ORDERER, and the ORDERER shall compensate SIEMENS ENERGY for all damages and expenses resulting thereof.

5. 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:

- SIEMENS ENERGY hereby prohibits to the ORDERER, and the ORDERER 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 (hardware and/or software and/or technology

and related documentation, regardless of the mode of provision) sold, supplied, transferred or exported by SIEMENS ENERGY to the ORDERER under the contract.

- SIEMENS ENERGY hereby prohibits the ORDERER to, and the ORDERER 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 ORDERER under the contract. By the foregoing provisions, no rights are granted to the ORDERER, with respect to intellectual property rights, trade secrets or other information, in addition to any rights otherwise explicitly granted by the contract.

SIEMENS ENERGY shall be entitled to terminate the contract by written notice in the event of a breach by the ORDERER of the obligation pursuant to this Article XVI, subpoint 5. Upon termination, the ORDERER shall pay to SIEMENS ENERGY all costs and damages incurred by SIEMENS ENERGY from such termination. In any case, the ORDERER shall pay SIEMENS ENERGY liquidated damages in the amount of 20 % (twenty per cent) of the purchase price/delivered goods value.

Notwithstanding the provision hereinabove in the previous subpoint, the ORDERER shall indemnify and hold harmless SIEMENS ENERGY in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against SIEMENS ENERGY arising out of or relating to a breach by the ORDERER of the obligations under this Article XVI, subpoint 5 and the ORDERER shall compensate SIEMENS ENERGY for all losses and expenses incurred resulting thereof.

XVII. Anti-Corruption Clause

1. If the negotiations or the contract itself can be linked to any form of corruptive conduct pursuant to the Croatian anti-corruption legislation that has or could have influenced the conduct of the parties to the contract, the agreement shall be deemed null and void.

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.

XVIII. Waste Electrical and Electronic Equipment

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 ORDERER. In case that the ORDERER is not the end user of the EE equipment, he shall ensure that this obligation is passed on to the end user.
2. The ORDERER shall upon request by SEIEMENS ENERGY submit all information and documentation required by SIEMENS ENERGY in order to comply with the regulations on EE equipment.
3. ORDERER shall indemnify SIEMENS ENERGY of all costs and damages incurred due to non-adherence to the provision of this Article XVII.

XIX. EHS, Handling with Azbestos and other dangerous materials

1. Whenever SIEMENS ENERGY is supposed to provide fitting, assembly or other similar services at the site, the ORDERER 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 and other dangerous materials. Else, SIEMENS ENERGY is entitled to defer the beginning of the works or suspend them until the ORDERER 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 fibres per m³. Upon SIEMENS ENERGY's request, the ORDERER shall be able to prove compliance with these standards with adequate measurements that may be as well ordered by the ORDERER.
2. The measurements shall be as a rule performed by a duly authorized and independent institute according to the rules acceptable for SIEMENS ENERGY.
3. The removal of asbestos or other dangerous materials shall only be performed by a duly qualified company. The costs of such removal shall be borne by the ORDERER.
4. If SIEMENS ENERGY 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 SIEMENS ENERGY, the ORDERER shall be liable for any required remediation and shall also reimburse SIEMENS ENERGY for any reasonable additional

costs and expenses. The ORDERER 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.

5. SIEMENS ENERGY reserves the right to employ any safety measures and perform partially or in whole any agreed works even though the conditions from this Section are not fulfilled.
6. ORDERER obliges to comply with all applicable laws and regulations regarding safety at work, including the global SIEMENS ENERGY EHS standards, as well as to enforce the principles of the „Zero Harm Culture“ program. SIEMENS ENERGY shall not be obliged to provide the Supplies or execute any works or service on Site in unhealthy or dangerous surroundings, which is not in accordance with the applicable health and safety requirements.

SIEMENS ENERGY shall comply with the ORDERER's site rules and regulations when performing Supplies on site, provided that such rules are in accordance with the applicable laws, and that ORDERER informed SIEMENS ENERGY, 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.

XX. Final provisions

1. If any of the provisions of these General Conditions of the Supply for Products and Services, agreements and / or other additional arrangements concluded in writing between SIEMENS ENERGY and the ORDERER 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 Conditions of the Supply for Products and Services, agreements and / or other additional arrangements concluded in writing between the parties. SIEMENS ENERGY and the ORDERER shall replace any such unlawful, invalid or unenforceable provision with the provision which content shall be adjusted to the valid legal regulations.
2. SIEMENS ENERGY shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
3. SIEMENS ENERGY and the ORDERER hereby confirm that none of the parties is any way solicited and / or enticed, on the basis of any statement, condition, warranty, promise of award or personal benefit, force or obligation, to enter into agreement on the Supplies of products and / or services, which are

not expressly determined by the agreement which regulates all rights and obligations of SIEMENS ENERGY and the ORDERER.

4. Oral agreements between SIEMENS ENERGY and the ORDERER shall not be valid, unless confirmed in writing by authorized representatives of both SIEMENS ENERGY and the ORDERER.

5. Subsequent changes and amendments of the contract shall be valid only if confirmed by authorized representatives of both SIEMENS ENERGY and accepted by the ORDERER in writing.

6. These General Conditions are published on the internet page of SIEMENS ENERGY (www.siemens-energy.com) and shall enter into force on the day of their publishing and shall replace previously valid General Conditions.