DRESSER-RAND
A Siemens Energy Business

Conditions of Purchase for Services through External Providers

Status: March 6, 2026

The following terms and conditions of purchase shall apply to any purchase of goods and services by Dresser-Rand Arabia LLC, Kingdom of Saudi Arabia (hereinafter called the "Customer"). Supplier shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to Customer, or if Supplier does not within five days from the date hereof deliver to Customer written objection to said terms and conditions or any part thereof.

1. Order and Confirmation of Order

1.1 The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.

1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if the Customer accepts such in writing. In particular, the Customer is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.

1.3 Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. Performance of Services, Employment of Staff

2.1 The Supplier shall perform the services with the greatest care and state-of-the-art of science and technology, in order to enable the best possible result to be achieved. The Supplier shall incorporate the Customer's specifications and inform the Customer promptly if in its opinion changes to the services which would result in improvements are possible. In such a case, sections 4.3 and 4.4 shall apply.

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

2.3 The Supplier shall perform the services itself or using its own employees. Orders or parts thereof may not be assigned or subcontracted to third parties without the prior written consent of the Customer. If the Supplier fails to obtain such consent, the Customer shall be entitled to withdraw from the contract in full or in part and to demand compensation for damages. The Customer is not authorized to issue any labor related or disciplinary instructions towards the Supplier and its employees. The Supplier shall produce the required employment permits for any non-German employees at the request of the Customer.

2.4 For the provision of work and services, the Supplier shall only use employees who are not listed in the relevant German, European and US-American sanctions lists based on foreign trade legislation. These lists include, but are not limited to, the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List.

2.5 The Supplier shall be free to organize and arrange its work schedule. The Supplier may only perform the services at the Customer's premises where this is essential for the proper fulfillment of the order and has been agreed in writing beforehand. In this case the Customer shall grant the Supplier access to the appropriate premises.

2.6 The Supplier has the sole responsibility for compliance with all legal, regulatory and professional requirements with respect to its employees. The Supplier shall in particular fulfill the statutory wage requirements as well as the wage requirements from all applicable collective bargaining agreements, meet its obligations to pay taxes and social contributions, meet all legal and industrial law requirements as well as occupational requirements and shall only use employees which have the required residence and working permits and/or EU working permits and have proper social security and accident insurance. In case of involvement of third parties and/or the involvement of further third parties by third parties, the Supplier equally ensures the compliance with these requirements. Upon request, the Supplier will also provide the Customer with respective written proof of compliance with these obligations by the third parties.

2.7 The Supplier shall indemnify and hold harmless the Customer from and against any claims based on the infringement of obligations pursuant to this section 2 by the Supplier or third parties. Further rights of the Customer shall remain unaffected. In particular, an infringement of an obligation pursuant to this section 2 entitles the Customer to terminate the contract for material breach.

3. Software Related Services

3.1 Should the Supplier develop or convert software for the Customer, the Supplier shall provide to the Customer all related documentation, the source and object code; at the Customer's request, the Supplier shall provide support in the implementation of the application of the developed/converted software and shall maintain it. Insofar as such support and maintenance services do not fall under the agreed scope of the contract, the Customer and the Supplier shall agree on reasonable remuneration;

3.2 The Supplier shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g. OWASP standards;

3.3 The Customer has the right to yearly audit or have audited the Supplier's compliance with the provisions of this section 3 and section 22 at the Supplier's relevant site(s) without cause and, in addition, if the Customer has a justified suspicion that the Supplier is not in full compliance with those provisions, in each case upon reasonable prior notice.

4. Change Requests; Additional Expenses

4.1 The Customer may amend the requirements for the services and other contractual conditions according to the following Change Request process.

4.2 The Customer will notify the Supplier in writing or by e-mail of the requested change ("Change Request").

4.3 The Supplier shall no later than seven working days after receiving the Change Request notify the Customer in writing or by e-mail, as to whether and how the Change Request will affect the agreed schedule, the remuneration and/or other contractual conditions and submit an offer for the implementation of the change request. If the implementation of the Change Request results in changes to the remuneration or the time schedule, such changes shall be calculated on the basis of the original calculation base. The Supplier is not obliged to submit an offer, if an implementation of the Change Request is unreasonably to be expected from the Supplier.

4.4 If the Customer accepts the offer, the Change request shall form part of the contract and the contract shall be amended and/or supplemented through the agreed Change Request e.g. with regard to the services to be performed, the schedule and the remuneration.

4.5 If in the Supplier's opinion the Customer's requirements or other circumstances attributable to the Customer are leading to increased time and material expenses and/or are affecting the agreed deadlines and/or the remuneration or if the Supplier considers changes to the services necessary or useful, the Supplier shall indicate this to the Customer promptly in writing or by e-mail. In such a case sections 4.3 and 4.4 shall apply, except that the offer must be submitted together with the notification.

4.6 Additional expenses shall be reimbursed and any additional remuneration shall be paid only if such reimbursement or payment has been agreed expressly in writing in accordance with section 4.4. With regard to delivery dates, the Supplier can only rely on a hindrance if timely and proper notification has been made according to section 4.5.

5. Duty to Inform

5.1 Unless expressly agreed otherwise, the Supplier shall keep the Customer informed about the progress of the services carried out on behalf of the Customer. Upon the Customer`s request, the Supplier shall allow the Customer access to the documentation of the work and services.

6. Cooperation between the Contracting Partners

6.1 Each contracting partner shall provide the other with the name of a competent contact person who is responsible for obtaining decisions relating to the performance of the services.

6.2 The Customer shall provide the Supplier's contact person in the agreed data format, with all texts, documents, information and data available to the Customer which the Customer considers necessary for the provision of the services, where these are not otherwise available to the Supplier. If the

Supplier does not consider the information to be sufficient, it shall advise the Customer to this effect immediately.

6.3 If it has been agreed that the Supplier is to design training material for provision of the services, approval of this material must be obtained from the Customer prior to use.

6.4 The Supplier may only promote, offer, use or sell the results of the services (see section 13.1) with the explicit written permission of the Customer.

7. Acceptance of Work Services (Werkleistungen) and Liability for Defects

7.1 Work services (Werkleistungen) shall be subject to acceptance testing once they have been completed by the Supplier. Following completion of acceptance testing, the Customer shall declare acceptance of the work services in writing or in other appropriate form provided the relevant work services are free from defects. There shall be no acceptance in case of substantial defects.

7.2 If services performed by the Supplier turn out to be defective, the Supplier shall at the Customer's discretion either remedy these defects or perform the services again without defects, within a reasonable period and at the Supplier's own cost. If the Supplier fails to remedy the defects or perform the services again without defects despite being given a reasonable time limit, the Customer may withdraw from the contract or reduce the remuneration by a reasonable amount, or remedy the defect or have it remedied at the Supplier's cost and demand compensation for damages in lieu of performance.

7.3 The warranty period for material deficiencies is three years, insofar as no statutory provisions provide longer periods.

7.4 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.

7.5 Further or other claims and rights remain unaffected.

8. Travel Costs

8.1 Travel and accommodation costs shall be reimbursed to the Supplier if the Customer has given its prior consent in writing or by E-mail to pay the travel costs of the Supplier or its employees. In such cases, the (net) travel and accommodation costs shall be reimbursed only upon presentation of copies of the relevant receipts, showing the input tax amounts contained therein (with the exception of lump sums and mileage) and after deduction of possible input tax amounts, as follows:

Rail	: 2nd class
Air	: Economy class
Kilometer Allowance	: In accordance with tax authority guidelines
Lump sum overnight Accommodation	: In accordance with tax authority guidelines or by arrangement with the project manager/coordinator, on presentation of copies of relevant receipts including higher overnight accommodation costs.

8.2 Prior to commencing any travel, the Supplier shall agree the details with the Customer (such as, for example, work location, dates, selection of hotel category and class of car if using a hired vehicle or private car instead of traveling by rail or air), whereby the most suitable and cost effective form of transport will be chosen, taking into account the urgency of the matter. Travelling time will not be reimbursed.

9. Remuneration

9.1 As remuneration for the services and the rights of use granted to the Customer under section 13 below, the Customer shall pay the agreed amount to the Supplier following correct and timely performance of the services.

10. Invoices and Taxes

10.1 Any agreed additional costs (travel and accommodation costs) and applicable VAT (where the services are subject to VAT legislation) shall be listed separately in the relevant invoice. The due taxation of all payments for income-tax purposes and any VAT payments is the responsibility of the Supplier. Insofar as the services performed by the Supplier are subject to VAT and have been properly invoiced by the Supplier, the Customer is prepared to pay the VAT due on the agreed remuneration. If the reverse-charge process is used for the services performed by the Supplier, the latter shall present the invoice without setting out VAT and refer to this fact by adding "Tax liability of the service recipient / Reverse Charge" to the invoice.

10.2 The order codes and numbers for each individual item shall be shown on the invoices. Invoices are not payable if these details are not included. Duplicate invoices shall be marked as such. If hourly remuneration is agreed, the relevant time sheets countersigned by the Customer shall be attached to the invoice.

10.3 The consideration referred to in the contract is exclusive of any applicable statutory value added tax, sales tax or other similar taxes (hereinafter "VAT").

10.4 The Suppler shall issue to the Customer a proper VAT invoice in the form and within the time limits as required by the applicable tax laws and/or regulations in force at the time of issuing the invoices. All VAT amounts shall be duly reported and paid to the competent tax authorities by the Supplier or, where a reverse charge applies, by the Customer, as required by applicable tax laws and/or regulations. Should the Customer be eligible for a refund of VAT imposed under the applicable tax laws and/or regulations of Supplier's country, the Supplier shall use all reasonable efforts to support the Customer in obtaining the aforementioned VAT refund from the tax authorities.

10.5 If and to the extent required by applicable tax laws and/or regulations, the Customer shall, (i) deduct withholding tax from the payments to the Supplier and duly pay it to the competent tax authorities as required by applicable tax laws and/or regulations and (ii) send the official tax receipt to the Supplier, evidencing duly payment of such taxes. It is Supplier's responsibility to apply for a tax refund or tax reduction with the competent tax authorities under an applicable double taxation agreement.

10.6 Subject to the above sections, each party shall be responsible for and bear any and all other taxes, duties, charges, or other fees imposed by law on, or otherwise (in accordance with the applicable local law) for the account of such party.

10.7 All invoices issued pursuant to the contract shall comply with applicable tax laws and/or regulations.

11. Payment

11.1 Payments shall be due and payable not earlier than 120 (one hundred and twenty days) days net. Where early payment discounts are applicable, 0.5% payment discount must be realized for each 15 days decrease in payment terms.
The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received.

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. A discount shall also be allowed if the Customer sets off or withholds any payments to a reasonable extent on account of any deficiency.

11.3 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the Contract.

12. Delay

12.1 Decisive for the timely performance of the services is whether the agreed deadlines for performance have been met or, where the services are subject to acceptance testing, on the successful and complete acceptance testing of the services by the Customer.

12.2 If a delay in performance of the services or parts thereof or in their supplementary performance becomes foreseeable, the Customer shall be notified to this effect immediately and its decision shall be obtained.

12.3 If the Supplier falls behind schedule with the performance of the services, the Customer is entitled to demand a penalty for each working day (or part thereof) of the delay of 0.3 % (zero point three percent) of the order amount, up to a maximum of 5 % (five percent) of the order amount.

12.4 If the delay concerns a binding intermediary deadline (contractual deadline), the basis for the calculation of the penalty shall be the services which were to be performed until the end of the intermediary deadline. Penalties for exceeding intermediary deadlines shall be deducted from the penalty for exceeding the final completion date.

12.5 If there is a delay with regard to a specific, fixed date (Fixtermin), the Customer is entitled to demand a penalty of 5 % (five percent) of the respective order amount for this specific date and/or to withdraw from the contract.

12.6 The penalty does not release the Supplier from its delivery and service obligations. The penalty may still be claimed if the reservation of rights is made no later than the date of final payment.

12.7 Further or other claims and rights remain unaffected.

13. Rights of Use

13.1 The Customer shall, whenever created, own all rights, title and interest in the results of the services (hereinafter called "results") regardless of the stage of development reached. The Supplier shall keep the results for the Customer safe until they are handed over. To the extent the results are protected by copyright or other, non-transferable rights and the Customer cannot – because of the existence of these rights – become owner of the results, the Supplier grants to the Customer the exclusive, worldwide, transferable, sublicensable and unrestricted right, to modify, to have modified, to use, to have used, to publish, to have published, to distribute, to have distributed, to utilize or to have utilized the results in their original form and as extended or modified by the Customer.

13.2 If and to the extent the Customer and/or a third party, that has a contractual relationship with the Customer, requires the Supplier's methods, processes, management tools, concepts, ideas and other know-how, that the Supplier has developed, created or generated before or in course of the performance of services ("Background Know-How"), in order to make use of the results, the Supplier shall grant the Customer a perpetual, unrestricted, worldwide, royalty free, non-exclusive, sublicensable, and transferable right to use or have used such Background Know-How.

13.3 If the results contain inventions, ideas or designs which are patentable or otherwise eligible for registration, the Customer is entitled, at its discretion and in its own name, to apply for such property rights in any countries, to maintain these rights or to abandon them at any time. If necessary the Supplier shall assist the Customer with the application; the Supplier shall refrain from any activity that may impede the application and efficient exploitation of the rights by the Customer. The property rights incurred as a result of such applications belong to the Customer.

13.4 The Supplier hereby waives its right to authorship credit with respect to the results, unless otherwise agreed in the individual case.

13.5 The Supplier undertakes to ensure that the inventions or ideas arising in the course of the performance of the services are transferred to the Customer free of further charge or further cost.

13.6 In contracts with its employees, freelancers or third parties, involved in the provision of the services in accordance with section 2.3 working on the services, the Supplier shall at all times assure that any and all rights as described in sections 13.1 and 13.2 are enjoyed by the Customer exclusively, worldwide and without any time limit, or other restriction, and also that they are not affected in any way by a termination of the contract between the Supplier and its employees, freelancers or third parties. Such provisions shall survive and be valid after termination of the contract between the Supplier and its employees, freelancers or third parties. Otherwise, the Supplier shall compensate the Customer for all resulting damages and expenditure including but not limited to reasonable costs of legal defense, and shall indemnify and hold harmless the Customer to this extent against third-party claims, unless the Supplier is not liable for such damage, costs or claims.

14. Open Source Software

14.1 The Supplier shall inform the Customer – at the latest at the time the order is confirmed – whether the products and services to be delivered contain open source components. Unrestricted Page 3 of 5.

14.2 In the context of this provision "open source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the products and services delivered by the Supplier contain open source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to the Customer and provide all information which the Customer needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to the Customer promptly after the order is confirmed the following:

- a schedule of all open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents;
- the complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

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

15. Provision of Material, Information

15.1 Material and information provided by the Customer or made for the Customer remain the property of the Customer and are to be stored, labeled as property of the Customer and administered separately and free of charge. Their use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction of value or loss, for which the Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

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

16. Release of Documents

16.1 The Supplier shall release all documents and other tools, including copies thereof, that it has received or produced in connection with the order, immediately after acceptance testing or handing-over of the results or, if acceptance testing or handing-over is not possible because of the type of results, after execution of the services.

17. Confidentiality, Data Protection

17.1 The Supplier shall treat as confidential the knowledge and findings, documents, terms of reference, business processes or other information that it receives from or about the Customer in the context of performing the services, as well as the conclusion of the contract and any results, with regard to third parties other than those involved in the provision of the services in accordance with section 2.3 – and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly known by legal means or the Customer has not consented in writing to its transfer in the individual case. The Supplier shall make confidential information available only to those employees who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. The Supplier shall use this information exclusively for the purpose of performing the services.

17.2 Insofar as the Supplier is granted access to personal data in the course of providing the services, the Supplier shall comply with the statutory provisions relating to protection of personal data and data privacy and shall enable the Customer to keep itself informed that such provisions are being complied with. The Supplier shall ensure that personnel (including employees and freelance workers) who are involved with the processing of personal data committed themselves to confidentiality.

17.3 Insofar as the Supplier performs services at the premises of the Customer or has access to the Customer's IT systems, the policy "Rules for Business Partners of Siemens Energy" shall also apply which will in this case be provided to the Supplier. The Supplier's access to the Customer's IT systems requires the explicit prior consent of the Customer who will decide about the concrete type of access and is subject to the Supplier`s acceptance of the applicable rules for the access of third parties.

17.4 The Supplier shall impose an obligation that corresponds to this section 17 upon those third parties that it involves in the provision of the services in compliance with section 2.3.

18. Assignment of Claims

Any assignment of any claim is only allowed with the prior written approval of the Customer.

19. Cancellation, Right of Termination; Consequences of Termination

19.1 The Customer is entitled to cancel an order which entails the performance of training services in whole or in part until 14 (fourteen) days before the

scheduled training date without incurring any costs. If cancellation takes place at a later date, the Supplier is entitled to a reimbursement of the costs incurred because of such cancellation, limited in any case to the order amount of the respective cancelled service.

19.2 The Customer is entitled to terminate the contract by giving four weeks' notice to the end of a calendar month.

19.3 If the contract is terminated prematurely according to section 19.2, the Customer shall pay for the services performed to the point at which the contract was terminated and the additional costs incurred directly and verifiably as a result of such termination. The Customer shall not be liable for any additional claims of the Supplier for fulfillment or damages due to such termination.

19.4 The right to terminate the contract for cause remains unaffected by the foregoing. In particular, the Customer may terminate the contract for cause in case (a) the Supplier is in delay with its delivery or service and such delay – despite a corresponding reminder by the Customer - persists for more than two weeks after receipt of such reminder or in case (b) that adherence to the contract by the Customer cannot reasonably be expected from the Customer because of a reason attributable to the Supplier and taking into consideration the circumstances of the case and both parties interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier`s financial situation thus threatening the due fulfillment of the Supplier´s obligations under the contract.

19.5 The Customer may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

19.6 In case of a termination by the Customer, the Customer may use the equipment available for the further provision of services, or services already provided by the Supplier, against reasonable remuneration.

20. Code of Conduct for Suppliers, Security in the Supply Chain

20.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor and the Supplier shall comply with the regulations of the Siemens Energy Code of Conduct and address these expectations to its own suppliers along its supply chain. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will take reasonable measures to make its suppliers and those third parties engaged in the course of provision of the services according to section 2.3 above comply with the principles of this Code of Conduct and to verify this on a risk basis. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Customer and its representatives or a third party appointed by the Customer and reasonably acceptable to Supplier shall be entitled (but not obliged) to conduct – also at Supplier's premises – inspections in order to verify Supplier's compliance with the contractual obligations, in particular with the Code of Conduct. Any such inspection may only be conducted in accordance with the applicable data protection law and shall neither unreasonably interfere with Suppliers' business activities nor violate any of Suppliers' confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspection to be conducted. Supplier shall immediately initiate any remedial actions if it detects any violation of the Code of Conduct by itself or its subcontractors and/or and those third parties engaged in the course of provision of the services according to section 2.3 above and shall promptly inform Customer of any such violation and the remedial action if and to the extent such breach affects the contract.

20.2 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e. g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel and shall obligate any sub-suppliers to take equivalent measures and to obligate also their subcontractors accordingly. 20.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of the obligations under section 20 by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, the Customer'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 Customer.

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

21.1 Should the Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by the Customer to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier must ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to the Customer upon request.

21.2 Should the Supplier deliver products, substances of which are set out in the "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of the order or which are subject to statutorily-imposed substance restrictions and/ or information requirements (e. g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or the Customer or at the designated place of delivery requested by the Customer.

21.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between the Supplier and the Customer, but in no case later than the date of order confirmation.

21.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.

21.5 The Supplier shall provide all necessary data and information in accordance with the EU Carbon Border Adjustment Mechanism (CBAM) statutory regulations in a timely manner upon request of Customer in order to meet the Customer´s external obligations. CBAM latest developments as well as guidance can be accessed on the official Carbon Border Adjustment Mechanism Website; currently available under the following link: Carbon Border Adjustment Mechanism (europa.eu).

21.6 The Supplier shall either avoid supplying products containing per- and polyfluoroalkyl substances ("PFAS") or inform the Customer about PFAS contained in its products in a timely manner upon request of Customer. PFAS shall mean substances that are subject to the PFAS proposal of the European Commission. The Supplier shall keep itself informed about the changes to the PFAS proposal and the expected restrictions to go into force in 2026/2027.

21.7 The Supplier shall provide in a timely manner upon request of Customer all required information and proof of deforestation free products (down to the producer of the raw material) in line with the Regulation on Deforestation-free Products of the European Commission ("EUDR").

22. Cybersecurity

22.1 The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

22.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by the Supplier from time to time in the performance of this contract.

22.3 Should products or services contain software, firmware, or chipsets:

22.3.1 the Supplier shall implement appropriate standards, processes and

methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

22.3.2 the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the Customer remedying vulnerabilities for the reasonable lifetime of the products and services;

22.3.3 the Supplier shall provide to the Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to the Customer;

22.3.4 the Supplier shall grant to the Customer the right, but the Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Customer;

22.3.5 the Supplier shall provide the Customer a contact for all information security related issues (available during business hours).

22.4 The Supplier shall promptly report to the Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent the Customer is or is likely to be materially affected.

22.5 The Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 22.

22.6 Upon the Customer's request, The Supplier shall provide written evidence of its compliance with this section 22 including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).

22.7 For data generated by products or services provided under the contract and integrated into Customer products or solutions, the Customer may use and share such data when acting as Data Holder under the EU Data Act (as defined in Art. 2 No. 13 of the Data Act). If the Supplier is the Data Holder, it shall coordinate any disclosure with the Customer and safeguard the Customer's intellectual property (including trade secrets and know-how).

22.8 The Supplier shall not use any data of the Customer, including any data derived from or generated using any data of the Customer, for its own purposes, including, without limitation, the training, fine-tuning, or evaluation of any AI Component ("AI" = Artificial Intelligence) or other AI systems or AI models or similar technologies, unless the Customer has provided its prior written consent to such use. The foregoing restriction shall also apply in case the data is anonymized or pseudonymized.

22.9 Where the Supplier provides a product with digital elements subject to the Cyber Resilience Act (CRA), the following shall apply:

- The Supplier shall provide Customer with documentation demonstrating compliance with the CRA, including technical documentation, risk assessments, and, where applicable, a Software Bill of Materials (SBOM).
- If the Customer integrates the Supplier's product or component into its own product or system that is subsequently placed on the market as a product with digital elements, the Supplier shall, throughout the entire support period of the Customer's product, provide ongoing support for its product or component to the same extent as set forth in the CRA.

23. Export Control and Foreign Trade Data Regulations

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

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding including the respective tariff basis on which the classification of the product has been performed (e.g. EU Combined Nomenclature, TARIC, US HTS); and
- the country of origin (non-preferential origin) as well as the region of origin, if applicable for the respective country of origin; proof of origin (e.g. Packing-List, Delivery Note, BOL, GAI); and
- upon request of the Customer: preferential statement including Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers); and
- upon request of the Customer: evidence of the country of origin of the iron and steel inputs used for the processing of the products.

Supplier shall be liable for any expenses and/or damage incurred by Customer due to any breach of the obligations according to this section 23.1.

23.2 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 23.2. 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 23.2, 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 a breach by the Supplier of the obligations under this section 23.2 and the Supplier shall compensate the Customer for all losses and expenses incurred resulting thereof.

24. Reservation Clause

24.1 The Customer 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.

25. Mention as Reference Customer

25.1 Only upon the Customer's prior written approval, the Supplier shall be allowed to mention the Customer as a reference customer and/or make reference to products or services which the Supplier has developed during the performance of an order for the Customer and/or to make press releases or other public declarations in connection with the order.

26. Supplementary Provisions

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

26.2 The Supplier shall be liable for any expenses and/or damages incurred by the Customer due to any breach of these conditions, in particular of sections 7, 12, 13, 14, 20, 21, 22 and 23, unless the Supplier is not responsible for such breach.

27. In-Country Value (ICV) Certification

27.1 The Supplier is expected to provide the Customer with a valid ICV certificate issued by an official certifying body ("ICV Certificate"). It is understood that a low ICV Certification score or no score shall be considered a disadvantage, while treatment of the Suppliers ICV scores during the evaluation process is at the sole discretion of the Customer.

27.2 The Supplier shall take every effort to keep the Customer updated with changes to their ICV Certificate.

27.3 The ICV score of the Supplier is an integral element of the Customer's ongoing evaluation process affecting selection of the Supplier for all business opportunities.

28. Place of Jurisdiction, Arbitration and Applicable Law

28.1 This Agreement shall be governed by the substantive law of Kingdom of Saudi Arabia without regard to that jurisdiction's conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

28.2 If a dispute arises in connection with this Agreement, a related agreement or any Purchase Order, the responsible representatives of the parties to the dispute shall attempt, in fair dealing and good faith, to settle such dispute. Each party shall be entitled to terminate these negotiations by written notification to the other party at any time.

28.3 Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its negotiation, existence, formation, validity, interpretation, performance, non-performance, breach, termination, rescission, enforceability or the legal consequences of its nullity, whether arising in Agreement, tort, statute or otherwise (collectively, a "Dispute"), shall be referred to and finally resolved by arbitration administered by the **Saudi Center for Commercial Arbitration ("SCCA")** in accordance with the SCCA Arbitration Rules in force on the date the Request for Arbitration is submitted, which Rules are deemed incorporated by reference into this clause.

The legal seat (place) of arbitration shall be **Jeddah, Kingdom of Saudi Arabia**.

The language of the arbitration shall be English. Documents originally prepared in Arabic may be submitted in Arabic unless the arbitral tribunal directs otherwise.

The arbitral tribunal shall consist of:

(a) one (1) arbitrator where the aggregate amount in dispute, including any counterclaims, does not exceed **SAR 5,000,000**; or

(b) three (3) arbitrators where the aggregate amount in dispute, including any counterclaims, exceeds **SAR 5,000,000**.

The arbitral tribunal shall have the authority to determine its own jurisdiction, including any objection concerning the existence, validity, effectiveness, interpretation, scope or enforceability of this arbitration agreement.

To the fullest extent permitted under the SCCA Arbitration Rules, any arbitration commenced under this Agreement may be consolidated with any other arbitration involving the Parties arising out of or in connection with this Agreement, any related agreement or Purchase Order, or involving the same or related transactions or series of transactions, where the applicable requirements for consolidation under the SCCA Arbitration Rules are satisfied. The Parties further consent to the joinder of additional parties and to concurrent proceedings where permitted under the SCCA Arbitration Rules.

Nothing in this clause shall prevent either Party from seeking interim, conservatory, precautionary, emergency or injunctive relief from any competent court or emergency arbitrator where such relief is available under the SCCA Arbitration Rules or applicable law. Any request for such relief shall not constitute a waiver of this agreement to arbitrate.

Any notice, request, submission or other communication relating to arbitration may be validly given by electronic mail to the email address designated by a Party in this Agreement or subsequently notified in writing, unless mandatory applicable law requires another method of service. Electronic transmission shall constitute valid written notice for the purposes of arbitration.

A Party that proceeds with the arbitration without promptly raising any objection to a failure to comply with any requirement of this arbitration agreement or the SCCA Arbitration Rules that may lawfully be waived shall be deemed to have waived its right to object, to the extent permitted by the applicable law and the SCCA Arbitration Rules.

This arbitration agreement is autonomous and separable from the remaining provisions of this Agreement and shall survive the expiration, completion, termination, rescission, cancellation or invalidity of this Agreement. The arbitral award shall be final and binding upon the Parties. Judgment upon the award may be entered, recognized and enforced by any court of competent jurisdiction.

29. Severability

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

30. Special Conditions

30.1 Withholding Tax Applicability

As per KSA local tax regulations all kind of offshore/onshore services from any third-party supplies are subject to 5% Withholding Tax and from affiliates, subject to 15% Withholding Tax (or such percentages as amended by law from time to time). Payments for supply of goods is exempted from withholding tax.

30.2 Invoice Submission Process

- All invoices to submitted to SEMEscanning.in@siemens.com for payment processes.
- Only pdf file format is accepted
- One Invoice in a PDF is accepted, avoid scanning multiple invoices in one PDF file
- Do not send invoice copies in Zip file
- E-mail size should not exceed 10 MB
- Keep lesser/most relevant pages in the PDF & recommend to limit the number of pages per invoice to maximum 30
- Avoid attaching non-PDF files, e-mails, text file, word or excel file
- Ensure that the invoices are VAT compliant
- Avoid Handwritten corrections
- Invoices are addressed with the correct name of the purchasing party, i.e. as per the PO issued
- Invoices should have valid Siemens Energy Purchase Order number
- Payment terms will be calculated based the invoice submission date
- Invoices in other languages than English will be rejected.
- Invoices should not be password-protected.

30.3 Status of Invoices Submitted

- You can check the status of your invoices online in iPEP portal after 4 working days from submission.
- Suppliers link : https://ipep.platform.siemens.cloud/
- All invoices & payment related queries must be addressed ONLY through the online tool iPEP (Integrated Partner Engagement Platform)
- Write e-mail to SE-MEAP.in@siemens.com for login credentials