SIEMENS energy

Conditions of Purchase - Argentina
Status: October, 2025

ANNEX A - RIGHTS AND OBLIGATIONS OF THE PARTIES TO COMPLY WITH THE PO ISSUED BY SIEMENS ENERGY S.A. COMPLEMENTARY CONDITIONS TO POs.

This document is an integral part of the PO above-mentioned, issued by Siemens Energy S.A. (hereinafter, "Siemens"), as agreed between the Parties, and shall govern the relationship between the Supplier and Siemens Energy S.A. in all matters that are not expressly modified or stipulated otherwise in the wording of the PO or in the Particular Conditions duly issued by Siemens Energy S.A. or, as expressly agreed in written between Siemens Energy S.A. and the Supplier, if applicable.
The rights and obligations stipulated in the Purchase Order, of which this document is an integral part, and in the Particular Conditions, if any, are agreed between the Parties, considering they are renowned, experienced companies in the market and industry of the products and services in question and, thus, fully understand and agree on the scope of the contractual relationship that shall be created by means of the acceptance of the PO.

1. DEFINITIONS
1.1. Assets: It includes equipment, products, goods and/or materials that, by virtue of the PO, the Supplier must deliver to Buyer or Principal.
1.2. Principal: If any, as stipulated by the PO, it is the end customer with whom Siemens has established a contractual relationship for the delivery of Assets and/or the performance of services and/or the execution of a work, within which the works and/or Assets detailed in the PO by the Supplier are included.
1.3. Buyer / Siemens: It means Siemens Energy S.A. based in Argentina. Siemens Energy Uruguay S.A. based in Uruguay.
1.4. Complementary Conditions to the PO/Conditions: It means this document that, as Annex A, is part of the PO.
1.5. Particular Conditions: It means the particular or specific conditions, or as otherwise named, that precisely and specifically govern the relationship between Siemens and the Supplier, provided they are stipulated by mutual agreement and in writing in a separate document. If any, they are quoted in the wording of the PO and are an integral part thereof.
1.6. PO: It means the PO, hereinafter "PO," mentioned in the title of this document and its Annexes, which are an integral part thereof, and that, together with the Particular Conditions, govern the rights and obligations of each Party.
1.7. Parties: It means the Buyer and the Supplier jointly.
1.8. Supplier's Personnel: To the purpose of this document, it is the personnel working for the Supplier, the personnel of Supplier's eventual sub-contractors, and any other person that, in any way, acts, directly or indirectly, for the Supplier during the execution of the purpose of the PO.
1.9. Price: It means the total price stipulated in the PO for the execution of services and/or works, and/or the provision of Assets subject matter thereof.
1.10. Supplier: It means the recipient of the PO and, thus, the one bound to execute the services and/or works, and/or to provide the Assets subject matter thereof.
1.11. Services/Works: It means the tasks and performance mandated by the Buyer to the Supplier by means of the PO.
1.12. Site: It means the site where the Assets shall be delivered to and/or where the services or works shall be executed, subject matter of the PO, which is identified therein.

2. ORDER OF PRIORITY
2.1. These Conditions are part of the PO and govern the relationships between the Supplier and Siemens in all matters that are not expressly stipulated in the PO or in the Particular Conditions duly issued by Siemens or the Supplier, if any, as quoted in the wording of the PO. These Conditions shall prevail over all proposals or correspondence previously exchanged between the Parties.
Except if otherwise were stipulated in the Particular conditions or in any other way agreed by the Parties in a separate instrument, the contractual relationship between the Parties shall be governed by the documentation, in the following order of priority:
a. The main body of the PO.
b. The Particular or Specific Conditions or any other document that works as such, irrespective of its name or denomination, if any.
c. The documents and general or particular conditions included in the Bid or Price Bid, if Siemens had issued them and the PO was the result of the execution of any of these selection processes, if any.
d. This document "Rights and Obligations of the Parties to Comply with the PO"/Contracting Complementary Conditions.
e. The technical specifications included in the offer, quotation or budget issued by the Supplier.
2.2. The terms and provisions in Supplier's catalogs, Supplier's general sale conditions, offers, price lists or any other document not expressly accepted by Siemens in the PO, or otherwise expressly accepted in written in a separate document shall not apply to this PO. Once the PO is accepted, the Supplier shall be deemed to have accepted these Conditions without reservations.
2.3. In the case of situations unforeseen by the PO and these Conditions, the conditions stipulated in the contractual relationship between Siemens and the Principal shall apply, which, if existing, shall also apply to this document and bear the same order of priority as the Contracting Conditions and, secondarily, the provisions of the National Commercial and Civil Code, as applicable.

3. VALIDITY AND MODIFICATIONS
The PO and all complementary documentation shall be mandatory for the Parties as of the date of acceptance thereof by the Supplier, whether explicitly or implicitly, and shall only be deemed modified when so expressly mutually agreed. This PO shall be deemed implicitly accepted when it was not expressly rejected within five (5) running days as of the reception thereof or if it were executed, or if the Supplier began the delivery the Assets or Services subject matter thereof.

4. INVOICING AND PAYMENT. ADVANCE PAYMENT
4.1. The Price for the performance subject matter of the PO shall be invoiced as provided for in the document "Proveedores_Facturas_ES" attached to the PO.
4.2. Should the PO stipulate the advance payment of a share of the Price as advance payment by the Buyer, before making said payment and as a condition therefor, the Supplier shall submit an Advance Payment Guarantee, to the full satisfaction of the Buyer, for the full amount of said advance payment. Said Guarantee shall be returned to the Supplier once the subject matter of the PO was executed.
4.2. The Buyer reserves the right to deduct or compensate any amount owed by the Supplier from any invoice issued or to be issued for any provision and/or service that the Buyer performs or performed, upon request of the Buyer, and/or any amount that may be jointly and severally claimed to Siemens.

5. ASSIGNMENT AND SUBCONTRACTING. ASSIGNMENT OF INVOICES
5.1. The rights and obligations assumed by the Supplier by virtue of the PO shall not be assigned, fully or partially, without the prior written approval by Siemens. Even when the assignment was authorized by Siemens, in no case shall the assigning Supplier be fully released from the liability in case of non-compliance by the assignee, and Siemens shall keep all actions and rights against the assigning Supplier. If approving sub-contracting, in no case shall Siemens be bound *vis-à-vis* Supplier's sub-contractor or liable under any concept. The contractual relationship shall be directly concluded between the Supplier and the eventual sub-contractor, and the termination of the PO for any reason shall imply the automatic termination of all eventual sub-contracts, except if Siemens stipulated otherwise. Likewise, the Supplier shall remain jointly, severally, and unlimitedly bound as regards the PO together with the eventual sub-contractor or assignee *vis-à-vis* the Buyer.
5.2. The Supplier shall not be able to assign the invoices issued to Siemens under the PO to third parties without the express, written approval by Siemens.
5.3. Siemens shall have the right to assign its contractual positions, debits, credits or any obligation and/or right, totally or partially, derived from the contractual relationship: (i) without the previous authorization by or communication to the Buyer when the assignment were made to any company of the Siemens Group; or (ii) without the previous authorization by the Supplier, but with a previous communication thereto, in any other case.

6. PROPERTY OF CONSTRUCTION DRAWINGS AND/OR INFORMATION
6.1. The drawings and technical specifications attached to the PO are exclusive property of the Buyer and are safeguarded by the confidentiality clause (Clause 8) included in these Conditions. They shall be returned once the execution subject matter of the PO is fulfilled or terminated for any reason. In case of non-compliance, and until they are returned to the Buyer, the Buyer may withhold the payments owed to the Supplier without accruing any interest or suffering any adjustment.
6.2. All the information disclosed by the Buyer to the Supplier shall remain the sole property of the Buyer, without implying that the disclosure of information to the Supplier means the assignment or transference of said property right or the grating of any license, except if expressly stipulated by Siemens in written, for the information, brand, patents, invention process, know-how, software, hardware, or any type of information owed by the Buyer, whether protected or unprotected under intellectual property laws.
6.3. The Supplier guarantees that all the information, elements, brand, patents, licenses, software, hardware, or any type of information that the Supplier provides under the PO are of its exclusive property or has the proper authorization, rights, or licenses to be used. Otherwise, the Supplier shall be committed to replace the information that does not comply with the provisions on this paragraph by another that does not breach any property right by third parties, without prejudice to keeping the Buyer harmless from any claim or damage that a third party may raise against the Buyer.

7. ELEMENTS AND MATERIALS PROVIDED BY THE BUYER
7.1. The tools, equipment, drawings, standards, samples, guides, molds, models, materials, etc. (hereinafter, "Elements") that the Buyer provides the Supplier shall remain the sole property of the Buyer, applying the provisions on Clause 8 (Confidentiality), and shall not be assigned or delivered under any legal form to any third party without Buyer's prior written authorization. As of the delivery to the Supplier, the Supplier shall be responsible for safekeeping and maintaining the Elements in perfect conditions, being liable for damages or loses.
7.2. The Supplier hereby waives to the reliance upon Section No. 2587 and related sections of the National Commercial and Civil Code, and/or to withhold any of the Elements or any other asset that may have been delivered or to be delivered in the future to the Supplier, whether under this PO or any other instrument concluded between the Parties.

8. CONFIDENTIALITY
The Supplier is bound to keep confidentiality on all the information provided by Siemens for the execution of the POs issued by Siemens, and to use it only for the execution thereof. *Should the transfer of said information to third parties be necessary, Siemens' prior authorization shall be required.* The receiving Party shall be liable for any non-compliance with the confidentiality obligations derived hereunder by its affiliates or representatives. The breach of confidentiality or misuse of the information shall empower the injured party to claim an indemnity. Should the information be submitted to a competent authority upon request or whenever said information were publicly available due to causes non-attributable to the receiving party, it shall not be considered a breach to confidentiality. The Supplier shall not acquire property or right of use regarding the information provided by Siemens.

9. N/A

10. PLACE OF DELIVERY OR EXECUTION
The place where the Assets shall be delivered and/or the execution of Services/Works shall take place is that stipulated in the PO, "Place of Delivery," or

in the Particular Conditions ("Site"). The dates for reception of the Assets are stipulated at the bottom of the PO. It is of utmost importance to expressly comply with these instructions as the Assets shall not be accepted and/or the Services/Works shall not be executed in places other than the Site. The Supplier shall be bound to submit the documentation necessary to enter the Site as duly requested.

11. PACKING AND TRANSPORT

11.1. The expenses generated for packing and transportation to the Site shall be borne by the Supplier.

11.2. The Supplier shall be liable for the damages, malfunctions and/or degradation, and losses that the Assets may suffer for any reason until the delivery thereof is completed, to Buyer's full satisfaction.

12. DELIVERY OR EXECUTION TERM

12.1. To the purpose of establishing a timely delivery, the delivery date shall be considered the date of reception at destination/delivery site pursuant to the Incoterms® 2020 stipulated by the Client, and for the deliveries that involve installation, commissioning and rectifications, the delivery date shall be the date of acceptance by the Client.

12.2. The delivery terms for Assets and/or the execution of Services/Works are stipulated in the PO or in the Particular Conditions, and shall be strictly complied with by the Supplier, except in case of Acts of God or Force Majeure acknowledged by the Buyer, pursuant to the procedure stipulated in Clause 14 herein. The delay in the delivery term and/or in the total or partial execution shall be automatic, without prior requirement for notices through courts or otherwise, and shall be considered a fundamental and material breach, penalized as provided for in Clause 13, without prejudice to other legal and contractual consequences that may apply, such as the termination of the contractual relationship, among others.

12.3. Should the Supplier not comply with partial terms (if agreed upon in the PO or Particular Conditions) or the total term for delivery or execution, or should the Buyer reasonably prove that, due to the status of the execution or advancement of the Assets or tasks under the PO, the Supplier shall not comply with the agreed term, the Buyer shall be empowered to apply any of the following solutions, individually or jointly:

A) Terminate the PO with the right to an indemnity by the Supplier due to the damages it may have suffered.

B) Procure the contracted Assets and/or Services from third parties bearing the Supplier the increased costs as well as the damages suffered by Siemens. C) In the case of delayed terms, to apply the penalties stipulated in Clause 13. The implementation of penalties shall not prevent the Buyer from terminating PO at any time, as stipulated in item A) above.

12.4. The payment of any special bonus for the delivery of Assets and/or the execution of Services/Works before the agreed date is not stipulated in the PO.

12.5. In no case shall an increase of price be accepted for the delivery or execution of PO's subject matter after the agreed date, even if the delay arose due to the replacement of packing conditions, damages, etc.

13. PENALTIES

13.1. In case of non-compliance, the Buyer shall be enabled to apply the Supplier any of the obligations stipulated in the PO, detailed in this Clause:

13.1.1. Due to delays in the compliance with the delivery term of Assets and/or the execution of Services/Works, a fine equivalent to two percent (2%) of the total amount of the PO per week or fraction greater than three (3) running days between the delivery and/or actual and full completion, and the delivery terms and/or the execution (total or partial) stipulated in the PO.

13.1.2. Due to the unjustified interruption or suspension of the execution of the obligations during three (3) or more consecutive days, a fine equivalent to two percent (2%) of the price of the PO per week or fraction greater than three (3) running days of interruption or suspension. This penalty shall apply without prejudice to that applicable for the possible delay in the delivery and/or execution of the provision caused by the suspension.

13.1.3. In case of non-compliance with a Service Order issued by the Buyer, a fine equivalent to two percent (2%) of the price of the PO shall be applied per each day of non-compliance.

13.2. When the penalties exceed twenty percent (20%) of the Price of the PO, the Buyer may choose to straightly terminate, in which case the Supplier shall pay the penalties applied up to the termination and comply with the obligations stipulated in Clause 21 herein.

13.3. The Buyer may apply the Supplier fines for other non-compliances, provided they are stipulated in the PO or Particular Conditions.

13.4. Apart from the penalties stipulated herein, the Supplier shall bear the fines applied to the Buyer by the Principal due to acts, omissions and/or non-compliance attributable to the Supplier. In that case, the Buyer shall only pass the penalties or the amount thereof onto the Supplier, who shall bear them within the term imposed to the Buyer by the Principal by paying the applicable penalty. Non-compliance with this obligation shall be deemed a fundamental breach, and the Buyer shall bear the damages caused, without prejudice to its obligation to reimburse the amount that the Buyer would have paid to the Principal plus the applicable interests.

13.5. The Buyer shall be entitled to deduct or compensate the amounts of the fines stipulated in Clause 13 (including those mentioned in 13.4) from: (i) any amount owed to the Supplier under any concept; and/or (ii) any guarantee, if granted by the Supplier, pursuant to the provisions of the PO.

13.6. The application of the penalties described in this clause shall not release the Supplier from the compliance with the obligation assumed under the PO or the liability for the damages that may eventually arise from non-compliances or partial or defective compliances.

14. ACTS OF GOD AND FORCE MAJEURE

14.1. Any event that fits in the concept provided for in Section No. 1730 of the National Commercial and Civil Code that directly affects the Supplier and prevents it from complying with its obligations shall be considered Act of God or Force Majeure. The effects of Force Majeure are those stipulated in the National Commercial and Civil Code.

14.2. Should any of the events stipulated in the mentioned regulations occur, the Supplier shall communicate the Buyer in writing within seventy-two (72) hours after the event occurred, having the Supplier to provide proof of the existence and effects thereof. Failure to provide due notice to the Buyer as above-mentioned, the Supplier shall lose the right to invoke Force Majeure and to request an extension of the delivery or execution term.

15. DELIVERY OF THE ASSETS AND/OR SERVICES - GUARANTEE

15.1. Delivery of Assets

15.1.2. Assets shall not be deemed delivered or its acceptance shall not be assumed until the Buyer performed the previous inspection within a reasonable period as of the reception on site and granted or issued the acceptance. Should the acceptance by the Principal be necessary, the Assets shall not be deemed delivered until having Principal's acceptance. In case of disagreement with the provision for not complying with the conditions stipulated in the PO, the Buyer shall return it to the Supplier, who shall bear the expenses generated by said return and shall pay the applicable penalties and damages, apart from issuing and sending the Buyer the Credit Note for the returned Assets.

15.1.3. The verification, acceptance and/or reception of the Assets by Siemens and, if applicable, the Principal, shall not release the Supplier from the responsibility of complying with quality demands or otherwise stipulated by the applicable legislation.

15.2. Acceptance of the Services

15.2.1. The Services/Works performed by the Supplier shall only be deemed received by the Buyer on the date of issuance of the pertaining provisional acceptance certificate, which shall be issued by the Buyer once the Services/Works are completed to its full satisfaction.

15.2.2. If the Services/Works must be accepted by the Principal, the Buyer shall not be bound to grant the provisional acceptance certificate therefor until the Principal has received it to its satisfaction.

15.2.3. The guarantee shall be valid as of the date of the provisional acceptance certificate.

15.3 Warranty for Assets and/or Services

15.3.1. The warranty term for Assets and/or Services shall be that stipulated in the Particular Conditions or PO. If said documents fail to determine a term, the warranty term shall be twelve (12) months as of the delivery and acceptance of the Assets and/or the provisional Acceptance of Services/Works, as applicable in each case.

15.3.2. While the warranty is in force, the Supplier shall bear, to Buyer's satisfaction, all repairs, and replacements to the Assets and/or Services/Works that have defects, flaws, or damages of any kind. Once the repair or replacement is performed, a new warranty term shall commence for the repaired or replaced part or piece for another twelve (12) months.

16. SUPPLIER'S PERSONNEL

The Supplier:

16.1. It must comply with all the obligations stipulated by the labor legislation in force in terms of working hours, schedules, salaries, social security, etc. for Supplier's Personnel.

16.2. It shall be the only responsible for the compliance with labor, social security, pension, hygiene and safety at work, tax, mandatory work insurance and consequences derived from accidents at work regulations and obligations as regards Supplier's Personnel. It shall demand possible sub-contractors to assume the same responsibilities and compliance with said legislation.

16.3. It shall be the sole responsible for any accident that the Supplier's Personnel may suffer, whether under the Accidents at Work Act or Civil Law. Securing insurance policies shall not exempt the Supplier from its liability.

16.4. It shall be exclusively responsible to implement all safety regulations and standards stipulated by the legislation in force, as well as Buyer and Principal's internal regulations related to these matters as duly notified. It shall take all necessary measures to prevent accidents at work for Supplier's Personnel, being the sole legal responsible and having to comply with all related legal proceedings should any accident occur.

16.5. It shall bear all expenses that, given the jointly and severally work relationship, the Buyer and/or the Principal (if any) must bear regarding any non-compliance of the Supplier with any of the obligations stipulated in this Clause 16, whether as a consequence of claims brought by the National, Provincial or City State, or by actual or possibly injured workers and/or any other type of claim that may arise.

16.6. By virtue of the obligations and responsibilities of the Supplier, the Supplier shall bear solely and fully all claims brought by the injured parties, particularly, Supplier's Personnel, and/or administrative and/or judicial authorities, and/or third parties arising from or based on non-compliances or alleged non-compliances with Supplier's obligations. Likewise, the Supplier shall make its best efforts to exclude Siemens and/or the Principal from the claim, and to keep Siemens and the Principal harmless from any responsibility, penalty, expense, including court and/or administrative expenses and fees, or any other expense that Siemens and/or the Principal has or had to incur into due to or as a consequence of said claims, and to assume all damages that it may cause on Siemens and/or the Principal.

17. DOCUMENTATION TO BE SUBMITTED BY THE SUPPLIER

As a previous condition for the payment of any invoice, the Supplier shall submit the Buyer, or the person appointed thereby, the documentation stipulated in the Particular Conditions, for example, among others, certificate of compliance with tax, labor, social security, safety at work, insurance, etc. obligations.

17.1. Occupational Health and Safety. The Supplier shall be bound to comply with all EHS requirements stipulated by the legislation and defined in the document "Special Regulations for Collaborating Companies regarding the Environment and Occupational Safety and Health" (REECS, in Spanish), and "EHS Protocol and Instructions - Covid-19 Health Emergency" for this PO/Contract, as well as to comply with all other EHS annexes that this PO/Contract and Principal's EHS

regulations apply. The Supplier shall guarantee that its suppliers or sub-contractors also comply with the EHS obligations above-mentioned.

18. INSURANCES

18.1. The Supplier shall secure and keep in force until the final completion of the Services or the final delivery the following insurance policies with insurance companies, registered by the National Superintendence of Insurance, to Siemens full satisfaction. Should the Supplier fail to provide compliant insurance policies, Siemens shall be empowered to secure them, borne by the Supplier, or to terminate the PO due to Supplier's non-compliance.

18.2. If the Supplier sub-contracts work, the Supplier shall monitor and submit the insurance documentation of its sub-contractors, who, in turn, shall comply with the same insurance requirements and scopes as the Supplier. Non-compliance by the sub-contractor shall be deemed non-compliance by the Supplier.

18.3. The policies to be secured are:

18.3.1. Labor Risk Insurance (Labor Risk Act): In all cases, the Supplier shall submit the certificate of registration with an ART (Risk at Work Insurer, in Spanish) or self-insurance and the payment slips thereof for the Supplier's Personnel assigned to the execution of the PO, and shall duly notify any new hires or terminations. This certificate shall be updated by the ART and submitted to the Principal every 30 days, including the Non-recovery Clause in favor of Siemens.

18.3.2. Life Insurance: The Supplier shall secure, for its personnel, a Mandatory Life Insurance (Decree / Act No. 1567/74), as well as any other life insurance that they may be bound to hire under a collective bargaining agreement or any other provision applicable to the trade.

18.3.3. Personal Accidents Insurance: If the Supplier is self-employed, it shall have a Personal Accident insurance with a coverage of, at least, $ 450,000, for death and total and partial disability, plus a sub-limit of, at least, $ 30,000 for medical assistance and pharmaceuticals, including the works activities and *in-itinere*. Siemens shall be the beneficiary of this insurance policy.

18.3.4. Civil Liability Insurance: The Supplier shall submit a Civil Liability policy for all the works to be performed, including coverage for sudden, unforeseen, and accidental contamination and/or pollution. It shall also secure a policy over the assets under its responsibility, custody, and control. The insured amount shall be in accordance with the risks implied for third parties due to the type of works involved; said amount shall not be under USD 1,000,000 (one million United Stated Dollars). The policy shall include a special clause with the following terms: "If a third-party claims, directly or indirectly, Siemens due to an accident covered hereunder, Siemens shall be considered an insured party for said purpose. However, if the case is not the one previously mentioned, Siemens shall be considered a third party."

18.3.5. Automobile Insurance: If the use of vehicles was necessary, at least, a Civil Liability insurance policy shall be secured to cover all affected vehicles, including civil liability for transported and not transported third parties, and the load being transported. Coverage limits shall be, at least ARS 6,000,000 for cars pickup trucks, and ARS 18,000,000 for buses, trucks, and trailers. It shall include a clause to extend the emerging civil liability for the entrance to oil fields with a limit of, at least, ARS 4,000,000 (if applicable due to the activity to be performed). The policy shall include a special clause with the following terms: The policy shall include Siemens as additional insured party. However, if the case is not the one previously mentioned, Siemens shall be considered a third party."

18.3.6. Equipment of the Supplier or Sub-contractors (Civil Liability): If the use of equipment property of the Supplier or its authorized sub-contractors was necessary (cranes, forklifts, etc.), there shall be, minimum, a technical insurance for all the equipment involved in the contract, covering also Civil Liability. The coverage limit for civil liability shall be, at least, the value of the equipment or USD 50,000 (fifty thousand United Stated Dollars). The policy shall include a special clause in favor of the Principal and sub-contractors with the following terms: "If a third-party claims, directly or indirectly, ... S.A. due to an accident covered hereunder, ... S.A. shall be considered an insured party for said purpose. However, if the case is not the one previously mentioned, ... S.A. shall be considered a third party."

18.5. Irrespective of the aforementioned, regarding all insurance policies to be secured by the Supplier, it is stipulated that:

a) The Supplier shall submit Siemens, or the entity appointed thereby, all documentation related to the insurance, the validity thereof, the payment slips issued by insurance companies, and any other documentation deemed necessary to cover this item before the commencement of works.

b) All insurance contracts (except for life insurance) shall include a clause by means of which no reduction, cancellation or expiration thereof shall be effective until thirty (30) days have passed from the date of notification of said reduction, cancellation, or expiration to Siemens.

c) Waiver of subrogation rights. The insurance policies that cover Supplier's property shall have a waiver of subrogation in favor of Siemens.

18.6. The policies provided for in this Clause 18 shall be secured with some of the following insurance companies accepted by Siemens:

Life and Assets Insurance Companies

ACE Seguros S.A. // Caja De Seguros S.A. //Provincia Seguros SA // Provincia Seguros De Vida S. A. // Allianz Argentina Compañía De Seguros S.A.// Mapfre Argentina Seguros S.A. // Mapfre Argentina Seguros De Vida S.A.
Zurich Aseguradora Argentina S.A. // Zurich Argentina Compañía De Seguros S. A. // Metlife Seguros S.A. // HDI Seguros S.A. // Nación Seguros S.A. //Boston Compañía Argentina De Seguros S. A. // La Holando // Sudamericana Compañía De Seguros S. A. // Seguros Sura S.A. // Berkley International Seguros S.A. // La Meridional Compañía Argentina De Seguros S. A. // Sancor Cooperativa de Seguros Limitada // Caja De Seguros S.A. // San Cristóbal Sociedad Mutual De Seguros Generales // Chubb Seguros Argentina S.A. // La Segunda Cooperativa Limitada de Seguros Generales // SMG Compañía Argentina De Seguros S.A. // EL COMERCIO Cia. de Seguros // Integrity Seguros Argentina S.A. // Zurich Aseguradora Argentina S.A. // Zurich Argentina Compañía De Seguros S. A. // Federación Patronal S.A. Seguros. Any other company that is not mentioned herein must be approved in written by the Buyer.

19. INDEMNITY

19.1. The Supplier shall be responsible *vis-à-vis* Siemens in case of any administrative or court or out-of-court claim, or any other similar action brought by third parties, sub-contractors, unions, judicial entities, mutual societies, administrative authorities due to causes attributable to the Supplier, and shall keep Siemens fully harmless and compensate all damages Siemens may suffer.

19.2. The Supplier shall be responsible *vis-à-vis* Siemens in case of any administrative or court or out-of-court claim, or any other similar action brought by Supplier's sub-contractors or personnel by means of which it was demanded, claimed, or operated against Siemens for any reason. The Supplier shall be bound to keep Siemens fully harmless from the claim and/or action filed against it.

19.3. The Supplier shall keep Siemens harmless from any non-compliance with labor, pension, social security, safety and hygiene at work, tax, work insurance regulations as regards its personnel and sub-contractors.

19.4. The Supplier shall keep Siemens harmless from any claim, lawsuit and/or administrative or court or out-of-court action or similar, whether individual or collective, arising from non-compliance with national, provincial and/or municipal environmental regulations, and/or from Buyer's instructions, resolutions and/or statements made in said regard.

19.5. The obligations stipulated in Clauses 16 and 19 shall remain valid until the statute of limitations operates preventing eventual claims, which implies that the Supplier shall be liable *vis-à-vis* Siemens, even though this PO, for whichever reason, has expired.

19.6. Siemens shall be empowered to withhold payments owed to the Supplier to bear the claims stipulated in Clauses 16 and 19, as well as to deduct said amounts from any of the guarantees provided by the Supplier.

19.7. Supplier's indemnity obligations in favor of Siemens stipulated in Clauses 16 and 19 of these Conditions and in the documents mentioned in Clauses 2.1.b and 2.1.b also apply in favor of the Principal.

20. WITHHOLDING OF PAYMENTS

20.1. If for any reason the Supplier owed any amount of money to the Buyer, the Buyer, at its sole option, may deduct said amounts from the invoices pending payment to the Supplier and, additionally, to apply said owed amounts to the payment, on account and on behalf of the Supplier, of all amounts which the Supplier is liable to pay and which, as a consequence of Supplier's default, may be jointly and severally claimed to Siemens.

20.2. Likewise, Siemens shall be empowered to withhold the amounts owed to the Supplier when deemed necessary to cover the estimated expenses arising from fines or court or out-of-court claims due to non-compliance attributable to the Supplier. The right to withhold any amount owed from any credit or invoice to be paid to the Supplier is particularly applicable in the case of non-compliance with the provisions in Clauses 16 to 19 herein.

21. TERMINATION

21.1. Siemens shall be entitled to terminate or render the PO invalid, at any time, without cause, prior forty-five (45) day written notice to the Supplier. It shall be also entitled to do so if the Principal, for whichever reason, would terminate the contractual relationship with Siemens. In this case, the notice period may be shorter, however, never under twenty (20) days. In these cases, Siemens shall pay the Supplier all Services effectively performed and Assets delivered until the date the termination is enforced, provided they had been accepted by the Buyer and had not been paid, as well as all other unavoidable costs and expenses incurred into and approved by the Supplier for the Services performed until said date. When communicating the decision to terminate or render the PO invalid, Siemens shall determine whether the Supplier shall continue performing the Services or delivering Assets until the moment in which the termination becomes effective.

21.2. Siemens shall be able to terminate, due to Supplier's fault, the PO without any prior notices through courts or otherwise, whenever the Supplier:

a) has incurred into non-compliance with the obligations arising from the PO, especially those detailed in Clause 30.1;

b) has delayed or suspended the execution of its obligations under the PO due to causes attributable to the Supplier for a period longer than sixty (60) running days.

c) failed to comply with the obligations arising from legal or regulatory provisions, in the present or in the future, which govern the subject matter of the PO, or those that it would be directly or indirectly bound to comply with, whose omission or infringement may generate consequences of any nature to Siemens Energy;

d) incurred into a material or fundamental non-compliance with the provisions herein.

e) failed to comply with its obligations under any agreement and/or contract in force with Siemens and/or its affiliates and/or subsidiaries, provided said breach were not remedied under the terms foreseen under the pertaining agreement or contract.

f) begins a process of voluntary or involuntary liquidation, files for reorganization procedures, or declares or files for bankruptcy, reaches a general agreement with its creditors, is appointed a trustee or receiver for all or part of its assets, or files for or suffers a similar action as a consequence of a debt, becomes insolvent; or

g) transfers, assigns or sub-contracts without prior authorization in written by the Buyer, totally or partially, the provisions, obligations or rights arising from the PO.

If Siemens decided to terminate the PO for any of these reasons, the Supplier shall immediately suspend the execution of Services and the manufacture and delivery of Assets, except if Siemens states expressly otherwise. In this case, the Supplier shall only be entitled to receive the amounts applicable to the Services effectively performed and the Assets delivered to the effective date of the termination and be liable for all damages caused to Siemens as a consequence of the termination.

22. RIGHT TO RETAIN THE WORK

Upon the acceptance of the PO, the Supplier fully, expressly, and irrevocably waives to the right of retention stipulated in Section No. 2,587 and subsequent of

the National Commercial and Civil Code. In this sense, it is expressly and irrevocably stated that the Supplier waives the right of retention regarding all or part of the work, and/or assets of the Buyer, Principal and/or any other third party.

23. LIMITATION OF LIABILITY

23.1. Notwithstanding the provisions or clauses in this PO, Siemens liability shall be exclusively governed by the provisions included in this Clause 23, irrespective of any other legal doctrine on which an eventual claim may be based, including contractual and non-contractual liability (among others, gross fault, or negligence, or strict or risk liability).

23.2. Under no circumstance and no case shall Siemens be liable by virtue of any compensation theory, whether based on contractual or non-contractual liability (including fault and strict liability), under no guarantee or otherwise due to: a) indirect, consequential, incidental, punitive, special, immediate or derived damages; b) loss of production, of profit, of income, payment of interests and other financial expenses, loss of data and information; c) loss of Supplier's assets or equipment and systems, loss of use of materials; d) increase of costs of any kind, including, among others, capital or fuel costs; e) loss or damages to the property; or f) due to claims or lawsuits brought against or by the Supplier due to damages to its clients, users, suppliers, contractors or third parties.

23.3. Under no circumstance shall Siemens' maximum added and/or accumulated liability *vis-à-vis* the Supplier shall exceed the equivalent to one hundred percent (100%) of the initial price of the PO. If PO's Particular Conditions stipulate a different liability limit, said stipulation shall apply.

23.4. The stipulations in this Clause are extended to partners, principals, shareholders, directors, officers, employees, sub-contractors, suppliers and agents of Siemens, its affiliates, subsidiaries, successors, or assignees.

24. APPLICABLE LAW AND JURISDICTION

24.1. The PO shall be governed and constructed pursuant to the laws of the Argentine Republic.

24.2. If there were no mechanism to settle disputes stipulated in the documents listed in Clauses 2.1.a, 2.1.b and 2.1.c (whether by choosing a particular jurisdiction or any out-of-court procedure to settle disputes, for example, mediation and/or arbitration), the following procedure to settle disputes shall be mandatory for the Parties: In case of dispute between the Parties regarding the PO, its existence, validity, qualification, construction, scope, compliance or settlement, the Parties shall make their best efforts to reach an amicable settlement by means of negotiations involving personnel with sufficient hierarchy to settle the matter, which shall not exceed thirty (30) business days as of the day of notice of said dispute from one Party to the other. An attempt of agreement shall be deemed failed when the period mentioned had passed or, even when it had not, as soon as one of the Parties so notifies the other in writing. If the efforts to reach an agreement failed, the Parties shall be subject to the jurisdiction of the competent ordinary courts of Buenos Aires Autonomous City, waiving to any other forum and jurisdiction, constituting special domiciles at those stipulated in the PO.

25. ANTI-CORRUPTION CLAUSE

25.1. The Parties agree that, in the development of their respective activities and during the commercial relationship implemented in the Agreement, the Parties undertake to strictly comply with the laws and regulations related to the tasks they carry out, in particular with the anti-corruption laws, anti-trust, anti-money laundry, data privacy and human rights; and other regulations that they are applicable (including but not limited to Law 27.401, 25.326, 25.246 and 25.188 and those applicable to its direct and indirect controllers), committing to adjust their behaviour and that of their dependents to the guidelines on anti-corruption policies established in the aforementioned norm and in the Foreign Corrupt Practices Act and in the United Nations Convention against Corruption approved by Law 26.097.

25.2. The omission or violation of the provisions included in this Clause shall be deemed a gross breach that shall grant the performing party the right to terminate for a cause, and the defaulting party shall be liable for the consequences arising therefrom under the terms stipulated herein.

26. COMPLEMENTARY CLAUSES

26.1. Audits: The Supplier shall empower Siemens to perform audits whenever requested to verify the effective compliance with labor, social security, tax, and legal obligations regarding the personnel assigned to the contracted works.

26.2.1 Export Control and Foreign Trade Data Regulations: 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, as well as evidence of country of origin of crude oil which has been used for refining products.

Supplier shall be liable for any expenses and/or damage incurred by the Customer due to any breach of the obligations according to this section 26.2

26.2.2 Ban on re-exports to Russia („No -Russia -Clause")

The following clause shall apply if and to the extent (i) the Customer 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 26.2. 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 26.2, 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 26.2 and the Supplier shall compensate the Customer for all losses and expenses incurred resulting thereof.

26.2.3 Reservation Clause

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.

26.3. Delivery of Hazardous Goods and/or Chemical Products: In the case of supplying hazardous goods and/or chemical products, the Supplier shall attach a Product Safety Sheet (MSDS) that shall be sent to the Client to raise awareness on the risks implied by the use and storage thereof. The containers and packages used shall be standardized and comply with all international standards applicable to each product. The transport of said goods shall be made by means of transportation services authorized for said purpose, pursuant to the legislation in force, Acts No. 24,449 and No. 24,653, and the complementary decrees and regulations thereto, and/or those that replace them in the future. These regulations shall not be deemed restrictive or as a limitation to the implementation of other existing regulations, present or future, in this regard.

27. ANTI-TRUST

All actions and agreements between the Parties by means of which a monopoly situation may be created or actions that may limit free competition may occur are expressly forbidden, all in agreement with the legislation in force to promote and protect the exercise of free competition.

28. MENTIONING THE CLIENT AS A REFERENCE

Only with the prior written approval of the Client, shall the Supplier be able to mention the Client as a reference and/or to make reference to products or services that the Supplier had developed during the execution of an order for the Client.

29. CYBERSECURITY

29.1 The Supplier shall take all suitable organizational and technical measures to guarantee a degree of confidentiality, authenticity, integrity and availability of Supplier's Operations, products, and services. These measures shall be compatible with the good industrial practices and shall include a proper Safety Management System for the information, compliant with standards such as ISO/IEC 27001 or IEC 62443 (as applicable).

29.2 "Supplier's Operations" shall mean all assets, processes, and systems (including IT systems), data (including Client data), personnel and sites regularly used or processed by the Supplier, during the execution of this contract.

29.3 If the products or services include software, firmware or chipsets, the Supplier shall be bound to:

29.3.1 Implement suitable standards, processes, and methods in agreement with good industrial practices and standards such as ISO/IEC 27001 or IEC 62443 (when applicable), in order to avoid, identify, assess, and repair any vulnerability, malware or security incident in products and services.

29.3.2 Keep offering and performing repair, improvement, update, and maintenance services to the Client for products and services, including the provision of patches to rectify vulnerabilities during the estimated life of products and services.

29.3.3 Deliver the Client a record of materials identifying all third party-software components included in the products. Third party software shall be updated at the time of delivery to the Client.

29.3.4 Grant the Client the right, without implying an obligation, to test or to have products tested to handle malware and vulnerabilities at any time, as well as to offer the Client proper support.

29.3.5 Offer the Client support available during business hours should any security incident related to the information occur.

29.4 The Supplier shall immediately communicate the Client all important incidents related to information security occurred or suspected, and the vulnerabilities discovered in Supplier's Operations, services, and products if and provided that the Client is or may be substantially affected.

29.5 The Supplier shall take the necessary measures to make sub-contractors and Suppliers, within a reasonable period, be bound by obligations similar to the provisions of this Clause 16.

29.6 Upon Client's request, the Supplier shall submit in written proof of compliance with this Clause 16, including the audit reports usually accepted (for example, SSAE-16 SOC 2 Type II).

30. CODE OF CONDUCT FOR SIEMENS ENERGY SUPPLIERS. SECURITY IN THE SUPPLY CHAIN

30.1

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 socalled conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Customer and its representatives or a third party appointed by 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 shall promptly inform Customer of any such violation and the remedial action if and to the extent such breach affects the contract.

30.2 The Supplier shall provide the necessary organizational instructions and shall take the necessary measures, particularly regarding these types of safety: installations, packaging and transportation safety; business partners, personnel and information safety in order to guarantee the supply chain, according to the requirements of well-known international initiatives within the frame of WCO SAFE standards (for example, AEO, C-TPAT). The Supplier shall protect goods and services performed to the Client, or third parties appointed by the Client, against unauthorized access and manipulation. The Supplier shall have reliable personnel to handle these goods and services and shall bound sub-suppliers to adopt equivalent safety measures.

30.3

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 30 by the Supplier. However, provided that the 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 (no greater than 60 calendar days).

31. RIGHTS OF USE

31.1 By means of these Purchase Conditions, the Supplier grants the Client the following non-exclusive, transferable, perpetual, and worldwide rights:

31.1.11 Right to use the deliveries and services with the associated documentation, to integrate them into other products, and to distribute them.

31.1.2. Right to install, launch, test and operate the software and the associated documentation (hereinafter, jointly, "Software").

31.1.3 Right to sub-license the specified rights of use provided for in sub-clause 2.1.2 to affiliated companies (as per the definition stipulated in paragraph 15 of the German Corporate Act (Aktiengesetz), hereinafter, "Affiliates") to third parties hired, distributors and end customers.

31.1.4 Right to allow Affiliates and other distributors to sub-license the right of use provided for in sub-clause 2.1.2 to end Clients.

31.1.5 Right to use the Software to integrate it into other products, to copy the Software or allow Affiliates and third parties to use and copy the Software.

31.1.6 Right to distribute, sell, offer for rent, lease, prepare for download or make available for the general public the Software, for example, within the provision of application services or otherwise, and to copy the Software to the extent necessary, provided the number of licenses used at any time does not exceed the number of licenses purchased.

31.1.7 Right to sub-license the right of use provided for in sub-clause 2.1.6 to Affiliates, third parties hired and distributors.

31.2 Additionally to the rights granted in sub-clause 2.1, the Client, Affiliates and distributors shall be authorized to allow end clients to transfer their pertaining licenses.

31.3 All sub-licenses granted by the Client shall have the suitable protection for Supplier's intellectual property rights onto the Software. All sub-licenses shall include any contractual provision used by the Client to protect its own intellectual property rights.

31.4 The Supplier shall inform the Client –maximum at the time of confirming the order— if the products and services to be delivered include open-source components. Within the context of this provision, it shall be understood as "open source components" any software, hardware or other information that the pertaining licensee offers royalty-free to any user, based on a license with the right to modify and/or distribute (for example, GNU General Public License (GPL), GNU Lesser General Public License (LGPL), or MIT License). If the products and services delivered by the Supplier include open-source components, the Supplier shall comply with all applicable terms of the open-source license and shall grant all these rights to the Client. Likewise, it shall provide all the information necessary for the Client to comply with the applicable license terms. Specifically, the Supplier shall deliver the following to the Client immediately after the order is confirmed:

- An annex of all open-source components used, including the applicable license, version, a copy of the full text of said license, and a reference to the copyright. Said annex shall be clearly structured and include a table of contents.
- The full source code of the pertaining open-source software, including scripts and information about the enabling environment, provided the open-source conditions so require.

31.5 The Supplier, maximum at the time of confirming the order, shall communicate the Client in written if the licenses for the open sources used by the Supplier may be subject to the Copyleft Effect, which may affect Client's products. In the context of this provision, it shall be understood as "Copyleft Effect" that the provisions of the open-source license require that some of Supplier's products, as well as any product derived thereof, are only re-distributed under the terms of the open-source license, for example, only if the source code is revealed. If any of the open-source licenses used by the Supplier was subject to the "Copyleft Effect," as previously mentioned, the Client shall be entitled to cancel the order within two weeks as of the reception of this information.

32. DATA PRIVACY

The Supplier guarantees that Personal Data related to Siemens personnel by virtue of this PO shall be handled pursuant to the provisions in Section 43, paragraph 3 of the National Constitution, Act No. 25,326 of Protection of Personal Data, Regulatory Decree No. 1558/2001, provisions 11/2006, 60 - E/2016 and provision from AAIP No. 14/2018, and the provisions duly issued by the National Directorate for the Protection of Personal Data.