SIEMENS energy

Conditions of Purchase

Status: October 2025

1. Definitions.

Except in cases where something expressly different is indicated, the expression "Customer" will mean Siemens Energy or Siemens and the term “Supplier” will mean the natural or legal person, firm or company to whom the respective Purchase Order is addressed and in virtue of whose acceptance the obligation to provide the services and / or deliver the supplies in said document will be generated.

In the event that in addition to issuing a Purchase Order, a contract is signed, it will be understood that any reference to the Purchase Order made in this instrument will refer to the contract. In relation to the foregoing, it will be understood that the date of acceptance of the Purchase Order will be the date of subscription of the contract.

2. Order and order confirmation

2.1 The Customer may cancel the order if the Supplier has not confirmed its acceptance (confirmation) in writing within a period of two weeks from the moment of receipt.

2.2 The Supplier declares that it is willing to execute the service and / or deliver the supplies entrusted by the Client at its own risk and expense, with personnel of its exclusive dependence and committing itself to have the necessary material or technical elements.

2.3 The Client may require from the Supplier modifications to the service and / or supply that it deems pertinent and that are within the scope established in the Purchase Order.

2.4 The contracted services include not only the performance by the Supplier of the specific actions that are specified in the Purchase Order, but also the execution of all other actions that, although not expressed, are necessary for the due, timely and satisfactory compliance with the agreement, such as, for example, and without limitation, all materials, equipment, tools, drawings, standards, samples, guides, matrices, models, etc.

2.5 Any modification, amendment or addition to the order will form part of the contract only if the Client expresses its acceptance in writing. In particular, the Client is bound by the general terms and conditions of the Supplier only if said terms and conditions are in accordance with these Purchase Conditions or if the Client expresses their consent in writing. The acceptance of deliveries or services, as well as payments, does not constitute said consent.

2.6 Any provision in other documents provided by the Supplier (for example, specifications, technical sheets, technical documentation, advertising materials, shipping documents and / or order confirmation, among others) concerning legal terms, responsibility, restriction of use, application restriction and/or suitability restriction, or any other provision that modifies the provisions of these Purchase Conditions will not be applicable.

3. Rights of use

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

3.1.1 Right to use deliveries and services with related documentation, to integrate them into other products and to distribute them.

3.1.2 Right to install, launch, test and operate the software and its related documentation (hereinafter, collectively, the "Software").

3.1.3 Right to sublicense the right of use specified in sub-clause 3.1.2, lines above, to subsidiaries (as defined in section 15 of the German Company Law (Aktiengesetz), hereinafter referred to as the "Subsidiaries"), to contracted third parties, to distributors and to end customers.

3.1.4 Right to allow Subsidiaries and other distributors to sublicense the right of use specified in sub-clause 3.1.2, lines above, to final Customers;

3.1.5 Right to use the Software to integrate it with other products, to copy the Software or to allow Affiliates and contracted third parties to use and copy the Software.

3.1.6 Right to distribute, sell, offer for rent, lease, prepare for download or make the Software available to the public, e.g. in the context of the provision of application services or in other contexts, and copy the Software to the extent required, provided that the number of licenses used at any time does not exceed the number of licenses purchased;

3.1.7 Right to sublicense the right of use specified in sub-clause 3.1.6, lines above, to Subsidiaries, contracted third parties and distributors.

3.2 In addition to the rights granted in sub-clause 3.1, lines above, the Client, the Subsidiaries and the distributors are authorized to allow the final clients to transfer the respective licenses.

3.3 All sublicenses granted by Customer must contain appropriate protection for the Supplier's intellectual property rights in the Software. All sublicenses must contain any contractual provision used by Customer to protect its own intellectual property rights.

3.4 The Supplier will inform the Customer - at the latest at the time of order confirmation - if the products and services to be delivered contain open source components.
In the context of this provision, "open source components" shall mean any software, hardware or other information that the respective licensor provides royalty-free to any user on the basis of a license with the right to modify and / or distribute (e.g. GNU General Public License (GPL), GNU Lessee's GPL (LGPL), or MIT License). If the products and services delivered by the Supplier contain open source components, the Supplier will comply with all applicable open source license terms and grant all these rights to the Customer; likewise, it will provide all the information that the Client needs in order to comply with the applicable license terms. In particular, the Supplier must deliver to the Customer immediately after the order is confirmed, the following:

- An annex of all the open source components used, in which the respective license is indicated, its version and include a copy of the full text of said license, as well as a reference to copyright and / or authorship. This annex must have an understandable structure and a table of contents.
- - The full source code of the relevant open source software, including scripts and information about its generator environment as required by open source conditions.

3.5 The Supplier, at the latest at the time of order confirmation, will notify the Client in writing if the open source licenses used by the Supplier could be subject to a Copyleft Effect that could affect the Client's products. In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that some of the Supplier's products, as well as any derivative products of such products, may only be redistributed in accordance with the terms of the open source license, for example only if the source code is revealed. In the event that any open source license used by the Supplier is subject to a "Copyleft Effect", as defined above, the Client has the right to cancel the order within a period of two weeks from receipt of this information.

4. Period of validity and penalty for non-compliance

4.1 These conditions, are part of the respective Purchase Order, render without effect any previous proposal or correspondence, and will enter into force from the moment of acceptance of the Purchase Order, whether express or tacit.

4.2 The terms of the Supplier's catalogs, its general conditions of sale, its bases, or technical specifications, bids, price lists or any other document prepared by it, that is not expressly accepted by the Client in writing on the Purchase Order, are not applicable to the respective Purchase Order or to these conditions.

4.3 In case of conflict between what is stipulated in the respective Purchase Order and what is established in any other complementary document to it, the terms of the Purchase Order will prevail.

4.4 In situations not regulated by these conditions or by the Purchase Order, Chilean laws will govern, in accordance with the provisions of their applicable common and / or special regulations.

4.5 The respective Purchase Order and all attached documentation will be binding for the parties from the date of acceptance thereof, even in the event that there is only a tacit acceptance by the Supplier.

4.6 For all purposes, the respective Purchase Order is considered accepted on the date any of the following events occurs: a) Signature by the Supplier of the Purchase Order; b) 48 hours, counting from the sending of the respective Purchase Order by the Client to the electronic address indicated by the Supplier, without there being a refusal on the part of the Supplier to execute the services or deliver the supply; c) Tacitly, by the mere fact that the Supplier initiates the execution of the order or the respective Purchase Order or manifests by any other fact its willingness to execute the services or deliver the supply.

4.7 However, the Customer may withdraw from the Purchase Order at any time before it is accepted by the Supplier, without any right to compensation in favor of the latter.

4.8 The terms stipulated or referred to in the Purchase Order are an essential condition for the conclusion of the agreement, which is why the Supplier waives their right to take any measure, judicial or not, that may interfere or hinder the normal execution of the works and / or delivery of supplies within agreed deadlines

4.9 For the purposes of establishing the punctuality of delivery, the relevant point in time is the date of receipt at the place of destination/delivery in accordance with the Incoterms ® 2020 designated by the Customer, and for deliveries that involve installation services, start-up and rectification, the relevant point in time will be the date of acceptance by the Client.

4.10 If any delay in delivery or execution or rectification is foreseen, the Client will be notified immediately, and a decision will be sought.

4.11 If - in the event of a delay – and the Supplier cannot prove that it is not responsible for the delay, the Client may charge a penalty that will amount to 0.5% (zero point five percent) for each day affected by the delay, but whose total amount may not exceed 10% (ten percent) of the total value of the contract.
In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty can still be claimed if the reservation of rights is made no later than the final payment date.

4.12 In the event that the Supplier does not comply with its obligations within the established period or if the state of progress makes it difficult to comply within the agreed period, the Client in its opinion, and without prejudice to the other penalties established in the Purchase Order or that by applicable law correspond to it, may:

(1) Cancel the respective Purchase Order, and the Supplier must repair all damages caused to the Customer.

(2) Maintain the respective Purchase Order in force, imposing on the SUPPLIER a penalty equivalent to that described in this section.

(3) To entrust the supplies to third parties or execute the services on its own account or with others, the Supplier having to bear all the costs and expenses incurred as a result.

4.13 All the foregoing shall be without prejudice to the SUPPLIER's obligation to indemnify SIEMENS for all damages caused to it.

4.14 No special award will be paid if the supply or services are delivered or performed before the established date. However, SIEMENS reserves the right not to accept delivery of supplies in advance.

4.15 This instrument does not affect additional rights or other legal rights.

5. Modifications to the Purchase Order

5.1 The Client may instruct the Supplier to make changes, which must be carried out by it. In case the Supplier considers that these changes have an impact on costs or deadlines for it, it must inform Siemens of this circumstance in writing in no more than 10 calendar days for the parties to analyze the situation. In the event that the Supplier does not inform the Client of the above, it will be understood that the change has been accepted and that it has no impact on the Supplier. The Supplier may not make changes to the Purchase Order without prior written acceptance from the Customer.

6. Transfer of risk, Office and Place of execution, Transfer of title

6.1 For deliveries that involve installation, commissioning or services, the transfer of risk occurs after acceptance and for deliveries that do not involve installation or commissioning, the transfer of risk will be upon receipt by the Customer at the designated place of destination / delivery in accordance with Incoterms ® 2020. Unless otherwise agreed, Incoterms ® 2020 DDP (designated place of destination) shall apply if (a) the Supplier's headquarters and designated place of destination are within the same country or if (b) the Supplier's headquarters and designated place of destination are both in the European Union. If neither (a) nor (b) are met, Incoterms ® 2020 DAP (designated duty station) will apply, unless otherwise agreed.

6.2 Unless otherwise agreed, the costs of proper packaging will be borne by the Supplier. In the event that the transportation costs are assumed by the Client, the notice of availability for dispatch will be sent, together with the information provided for in sub-clause 4.3. At the Customer's request, the Supplier must use an order routing tool from Siemens Energy. Transportation will be coordinated by the Supplier at the lowest possible cost, insofar as the Customer has not requested a particular delivery method or the conclusion of the transportation contract by the Customer. Any additional cost arising from non-compliance with the transportation requirements, including costs arising from the non-application of the Siemens Energy order routing tool, shall be borne by the Supplier. In the event that Incoterms ® 2020 DAP / DDP (designated place of destination) are agreed, the Customer may also determine the method of transportation. Any additional cost arising from the need to meet the delivery date through improved delivery will be assumed by the Supplier.

6.3 Each delivery will include a packing slip or a delivery note with details of the content, as well as the full order number.

6.4 To the extent that the Customer and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods on the Customer's behalf, the Supplier is responsible for transferring the legally required data on necessary goods to the forwarder designated by the Customer when placing the transport order. In these cases, the Supplier is also responsible for packaging, marking, labeling, etc. in compliance with the respective regulation of the forms of transport used.

6.5 If the Client informs the Supplier that after the initial transport, another transport with a different form of transport is to be scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods in relation to the transport in progress.

6.6 The transfer of title will occur after delivery or acceptance by the Customer, as the case may be.

7. Payments and Invoices

7.1 Unless otherwise agreed, payments must be made no later than 30 (thirty) days net. If the payment is made within 14 (fourteen) days, the Client is entitled to a 3% (three percent) discount. The payment period will start as soon as any delivery or service is completed and a properly issued invoice is received.

7.2 The order number as well as the number of each individual item will be detailed on the invoices. As long as such details are omitted, the invoices will not be payable. Copies of invoices will be marked as duplicates.

7.3 Insofar as the Supplier has to provide important evidence, test records or quality control documents or any other documentation, these will form part of the integrity of delivery or execution requirements. A discount will also be allowed if the Client compensates or withholds any payment to some reasonable extent on account of any deficiencies.

7.4 The payment does not constitute an acknowledgment of the corresponding delivery or that the services were provided under the contract.

7.5 In the event that Siemens pays the Supplier sums of money not owed by virtue of the Purchase Order, the Supplier undertakes to immediately notify Siemens about said payment (of monies not owed) and to reimburse Siemens the corresponding amounts within five business days following the date in which the payment of the non-due took place. After this period has elapsed without the Supplier having made the reimbursement to Siemens, the Supplier will be considered a possessor in bad faith with respect to the sums not owed and must pay Siemens interest on arrears at the maximum legal rate for each day in which it is delayed. in making the reimbursement, without prejudice to the right of Siemens to initiate the legal actions that may arise. In addition, Siemens will always have the power to deduct from other payments that may be owed, whether from this Purchase Order or another, for any reason, the amounts owed by the Supplier to Siemens, for example, for amounts erroneously paid, for concept of fines, penalties, compensation or others..

7.6 The making of any payment may not be considered as an acceptance of the supplies or services that are part of the scope of the Purchase Order, nor as a waiver of the rights of Siemens of any kind.

7.7 The payment conditions will be set at the time of negotiating the supply or provision of services and will be indicated in the body of the Purchase Order. In the case of supplies, payments made for materials and equipment will not affect the right of Siemens to recover the sums in the event that the materials and equipment are deficient.

7.8 Siemens will proceed to make payments for services or supplies only to the extent that it has received them in accordance, declaring it in writing.

7.9 In accordance with current legislation, the Supplier may assign the credits contained in the invoices issued on the occasion of the Purchase Order, provided that the requirements defined in Law 19,983 and any other applicable rule are met. With everything and without limiting the powers conferred on the Supplier in this regard by current legislation, the latter undertakes to inform at least 15 days in advance of any assignment, of its intention to assign any credit, indicating the factoring companies with which it intends to operate. The Supplier will ensure that the invoices that it transfers are accepted in all respects by Siemens. Siemens will not pay the Supplier or third-party assignees amounts corresponding to invoices that have not been accepted by Siemens in accordance with the applicable regulations. Failure to do what is indicated above in this paragraph will be considered a serious contractual breach. In the event that the Supplier receives the payment of an invoice by Siemens that it has assigned, it must return the money in question to the latter in no more than 5 business days. In case of not returning the money within that period, it will pay a fine equivalent to 100% of the value of the amount to be restored for each day of delay, without prejudice to all other rights that corresponds to Siemens for the matter.

8. Inspection after receipt

8.1 The Customer, immediately upon receipt at the designated destination, will examine whether a delivery corresponds to the quantity and type of products ordered and whether there is any recognizable transport damage or other apparent deficiencies.

8.2 If the Client detects any deficiency in the course of these inspections or at any later stage, it will communicate said deficiency to the Supplier.

8.3 Claims can be filed within the period of one month of delivery of a product or execution, and to the extent that deficiencies are not detected until commissioning, processing or first use, within a month of being detected.

8.4 In this sense, the Customer will have no more duties towards the Supplier than the inspection and notification duties mentioned above.

9. Guarantee

9.1 If deficiencies are identified before or during the transfer of risk or during the warranty period stipulated in sub-clauses 9.8 or 9.9, the Supplier must, at its own expense and at the discretion of the Client, repair the deficiency or provide the services again or replace the deliveries (i.e. rectify). This provision also applies to deliveries subject to inspection by sampling tests. The Client's judgment will be exercised appropriately and reasonably.

9.2 If the Supplier fails to rectify (that is, repair or replace) any deficiency within a reasonable period of time established by the Customer, the Customer will have the following rights:

9.3 Right to cancel the contract in whole or in part without being subject to any liability for damages.

9.4 Right to demand a price reduction.

9.5 Right to carry out any repairs at the Supplier's expense or to re-render the services or make replacement deliveries or have it done.

9.6 Right to demand damages in lieu of the provision.

9.7 For the purposes of establishing the rectification deadlines, the relevant point in time is the date of receipt at the destination.

9.8 The rights stipulated in sub-clause 9.2 can be exercised without additional time limits if the Client has a strong vested interest in immediate rectification in order to avoid any own liability for the delay or other urgent reasons and it is unreasonable for the Client to request the Supplier to rectify the deficiency within a reasonable period of time. The legal provisions on the need to set a deadline are not affected.

9.9 The aforementioned rights will expire after one year from the date of notification of the deficiency, but in no case before the expiration of the warranty periods established in this sub-clause.

9.10 Additional or other legal rights are not affected.

9.11 If the Supplier provides a subsequent execution or makes repairs, the warranty periods established in sub-clauses 9.8 and 9.9 must start to be executed again.

9.12 Notwithstanding the transfer of risk in connection with the delivery, the Supplier shall bear the costs and risk related to the rectification (e.g. return costs, transport costs, uninstallation, and reinstallation costs).

9.13 The warranty period for material deficiencies is three years, insofar as no legal provision grants longer periods.

9.14 The warranty period for deficiencies in the title is five years, to the extent that no legal provision grants longer periods.

9.15 For deliveries that do not involve installation or commissioning, the warranty period begins to operate with receipt at the destination designated by the Customer. For deliveries involving installation, commissioning or services, the warranty period begins to operate with the Customer's acceptance. After delivery to places where the Client is carrying out operations outside its facilities, the warranty period begins with the acceptance of the end Client, in no case after one year counted from the transfer of risk.

10. Supplier´s Duty to verify and inform

10.1 The Supplier has the obligation to examine components such as, for example, raw material, provided by the Customer or by the suppliers, manufacturers or other third parties of the Supplier at the time of receipt of such components in relation to whether the components show any apparent or hidden defect. In the event that defects are detected in the course of such inspections, the Supplier will immediately notify its suppliers or - in the event that the components are provided by the Customer - will contact the Customer. It is essential that the products are delivered free of third-party rights. Therefore, the Supplier has the duty to verify the title and to inform the Client of any possible industrial and intellectual property rights in conflict. Failure to comply with this duty is subject to the regular statutory limitation period.

10.2 The Supplier must deliver to Siemens a bank guarantee to guarantee the faithful fulfillment of the obligations acquired by the Purchase Order. Along with this, the Supplier must deliver to Siemens a bank guarantee for the quality of the supply or service. Siemens will inform the Supplier the amount of both tickets.

10.3 In the event that the Supplier must renew a bank guarantee, it must do so 15 business days prior to the expiration of that guarantee that is renewed. Likewise, the bank guarantee for the quality of the supply or service must be delivered within 15 working days in advance of the expiration of the bank guarantee to ensure the faithful fulfillment of the obligations.

10.4 In the event of extension of terms of the Purchase Order, the warranty period or others, regardless of the cause, the SUPPLIER must renew the corresponding warranty certificates.

10.5 Failure to comply with any obligation related to any bank guarantee will entitle the SUPPLIER to terminate the Purchase Order early, without prejudice to any other measures that it may take.

11. Quality management, third party outsourcing

11.1 The Supplier shall maintain a Quality Management System (e.g. in accordance with DIN EN ISO 9001).

11.2 Subcontracting to third parties will not be carried out without the prior written consent of the Client and empowers the Client to terminate the contract in whole or in part and to claim damages.

12. Provision of material. Information

12.1 Material and information provided by the Client remain the property of the Client and must be stored, labeled as the property of the Client and managed separately at no cost to the Client. Its use is only limited to the instructions of the Client. The Supplier will provide the replacements in the case of reduction of value or loss, for which the Supplier is responsible, even in the case of simple negligence. This also applies to the transfer of assigned material.

12.2 Any processing or transformation of the material and information will be carried out for the Client. Immediately, the Customer will be the owner of the new and transformed product. If this is not possible for legal reasons, the Customer and the Supplier hereby agree that the Customer will own the new product at all times during processing or transformation. The Supplier will keep the new product safe for the Customer, at no additional cost, and in doing so will exercise the duty of care of a merchant.

13. Tools, standards, samples. Confidentiality

13.1 Any tools, patterns, samples, models, profiles, plans, standard specification sheets, printing formats and materials provided by the Client or made for the Client, as well as any materials from them, will not be made available to third parties. nor will they be used for purposes other than those contractually agreed, except with the prior written consent of the Client. Such materials will be protected against unauthorized access or use. Subject to any additional rights, the Client may demand that said materials be returned if the Supplier fails to fulfill these functions.

13.2 The Supplier will treat confidentially all the knowledge and findings, documents, terms of reference, business processes or other information that it receives from the Client or about the Client in the context of carrying out deliveries and services, as well as information about entering into the contract and any results in front of third parties - and will keep said information confidential beyond the period of validity of the contract - as long as, and to the extent that, said information is not publicly known through legal means or the Client has not allowed in writing its transfer in the individual case. The Supplier will make confidential information available only to those employees who need the information for the performance of their duties and will ensure that said employees are also bound by a duty to treat such information confidentially. The Supplier will use this information exclusively for the purposes of making deliveries and services. Insofar as the Client agrees to subcontract to third parties, such third parties will agree to the aforementioned terms in writing.

14. Assignment

Claims may not be assigned without the prior approval of the Client.

14.1 The Supplier undertakes not to assign the Purchase Order in whole or in part or the obligations or rights contracted without prior authorization from SIEMENS. In no case will the assignment diminish the SUPPLIER's responsibilities for the fulfillment of the assigned obligations in whole or in part. The total or partial transfer without prior written authorization from SIEMENS will empower the Purchase Order to be totally or partially canceled and / or to demand compensation from the SUPPLIER for any damages.

14.2 If the SUPPLIER is a natural person and dies during the validity of the Purchase Order, SIEMENS may rescind it without the right to pay any compensation in favor of the succession or the administrators of the SUPPLIER's assets.

14.3 SIEMENS may assign the Purchase Order at any time to its related companies or to any company of the Siemens global group, without requiring prior authorization from the SUPPLIER.

14.4 SUBCONTRACTING. The SUPPLIER shall not subcontract the execution of one or more of the activities in charge of it, unless SIEMENS expressly authorizes it, in writing.

14.5 Any subcontracting carried out by the SUPPLIER must be previously informed in writing to SIEMENS for its approval,

who may reject such subcontracting without having to express its reasons. In the event that the SUPPLIER requires to subcontract part of the services or supplies of the Purchase Order and such contracting is approved by SIEMENS, this will not release it from its obligations and responsibilities towards SIEMENS.

14.6 The SUPPLIER will adopt the necessary measures so that the subcontractor accepted by SIEMENS fully complies with the provisions of the Purchase Order.

14.7 SIEMENS reserves the right to demand the immediate removal of a subcontractor if the subcontractor is not properly executing the assigned work.

14.8 No measure taken by SIEMENS in accordance with this clause shall release the SUPPLIER from its obligations or empower it to claim damages or time extension.

15. Right to rescind and cancel

15.1 In addition to the rights stipulated according to the law to rescind or cancel a contract, the Client may cancel the contract in whole or in part

in the event (a) that the Supplier commits a delay in its delivery or service and said delay - despite a corresponding reminder from the Client - persists for more than two weeks after receipt of such reminder or in the event (b) that the Client's adherence to the contract cannot be reasonably expected from the Client due to a reason attributable to the Supplier and considering the circumstances of the case and the interests of both parties. In particular, this could be applicable in the event of an actual or potential deterioration of the Supplier's financial situation that consequently threatens the due fulfillment of the Supplier's obligations under the contract.

15.2 Likewise, the Client may terminate the contract in the event that a bankruptcy or similar process in relation to the Supplier's assets is requested or initiated.

15.3 In the event of termination of the Client, the Client may continue to use the existing facilities, deliveries or services already performed by the Supplier in exchange for a reasonable payment.

16. Code of Conduct for Siemens Energy Suppliers. Supply Chain Security

16.1 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 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.

16.2 The Supplier will provide the necessary organizational instructions and take measures, in particular with regard to the following security: security of facilities, packaging and transport, business partner, personnel and information - in order to guarantee security in the supply chain in accordance with the requirements of internationally recognized initiatives based on the WCO SAFE framework of standards (e.g. AEO, C-TPAT). The Supplier will protect the goods and services provided to the Client or to third parties designated by the Client against unauthorized access and manipulation. The Supplier will use reliable personnel for these goods and services and will oblige sub-suppliers to adopt equivalent security measures.

16.3 In addition to the other rights and remedies that the Client may have, the Client may terminate the contract in the event of breach of the obligations contemplated in Clause 16by the Supplier. However, provided that the Supplier's contractual breach can be remedied, the Client's right to terminate is subject to the provision that such event of breach has not been remedied by the Supplier within a grace period established by the Client.

17. Product Compliance, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety

17.1 If the Supplier delivers products to which legal or regulatory requirements related to products apply in view of their being placed in the market and further commercialization in the European Economic Area, or to which the corresponding requirements apply in relation to other countries notified by the Customer to the Supplier, the Supplier must ensure compliance of the product with these requirements at the time of risk transfer. Likewise, the Supplier must ensure that all documents and information that are necessary to demonstrate the conformity of the products with the respective requirements can be delivered immediately to the Client, upon request.

17.2 If the Supplier delivers products whose substances appear in the so-called "List of Declarable Substances" (www.bomcheck.net/Proveedors/restricted-and-declarable-substances-list) applicable at the time of order or subject to legally imposed substance restrictions and / or information requirements (e.g. REACH, RoHS), the Supplier will declare said substances and provide the information requested in the BOMcheck web database (www.BOMcheck.net) no later than on the date corresponding to the first delivery of products. With respect to legally imposed restrictions on substances, the foregoing shall only apply to laws that are applicable at the registered office of the Supplier or the Client or at the place of destination designated by the Client.

17.3 If the delivery contains goods that - according to international regulations - are classified as dangerous goods, the Supplier shall notify the Customer in the manner agreed between the Supplier and the Customer, but in no case not later than the confirmation date Of the order. The dangerous goods requirements in sub-clauses 4.4 and 4.5 are not affected.

17.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must be ensured that the health and safety of its personnel, as well as the indirect subcontractors employed to carry out deliveries and services, are protected.

18. Cybersecurity

18.1 The Supplier shall adopt appropriate organizational and technical measures to ensure the level of confidentiality, authenticity, integrity and availability of the Supplier's Operations, as well as the products and services. These measures will be consistent with good industry practice and will include an appropriate Information Security Management System that is consistent with standards such as ISO / IEC 27001 or IEC 62443 (to the extent applicable).

18.2 "Supplier Operations" shall mean all assets, processes and systems (including computer systems), data (including Customer data), personnel and sites, used or processed by the Supplier periodically in the execution of this contract.

18.3 In the event that the products or services contain software, firmware or chipsets, the Supplier will have the following obligations:

18.4 Implement appropriate standards, processes and methods and in line with good industry practices and standards such as ISO / IEC 27001 or IEC 62443 (where applicable), in order to avoid, identify, evaluate and repair any vulnerability, malicious code and security incident in products and services.

18.5 Do not stop offering and providing the Customer services for the repair, improvement, updating and preservation of products and services, including the provision of patches, which rectify vulnerabilities during the estimated useful life of the products and services.

18.6 Provide the Customer with a material record that identifies all third-party software components contained in the products. The third-party software will be updated upon delivery to the Customer.

18.7 Grant the Client the right, without implying an obligation for the Client, to test or have tested products for handling malicious code and vulnerabilities at any time, as well as to offer the Client adequate assistance.

18.8 Provide the Client with a contact (available during business hours) in the event of any information security incident.

18.9 The Supplier will immediately notify the Client of all relevant or suspected information security incidents and vulnerabilities discovered in the Supplier's Operations, services, and products, if, and to the extent that the Client is or is likely to be affected substantially.

18.10 The Supplier shall adopt appropriate measures to ensure that its subcontractors and Suppliers, within a reasonable period of time, are bound by obligations similar to the provisions of this clause 16.

18.11 At the Client's request, the Supplier will demonstrate in writing its compliance with this clause 16 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).

19. Export control regulations and foreign trade data

19.1 The Supplier will comply with all applicable export control, customs and foreign trade regulations (hereinafter, the "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 will communicate to the Client in writing, within a period of two weeks from the receipt of the order - and in the case of changes without undue delay -, all information and data required from the Client to comply with all Foreign Trade Regulations. in the case of export and import, as well as re-export, which include the following:

- 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 19.1

19.2 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 19.2. 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 12.2, 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 19.2 and the Supplier shall compensate the Customer for all losses and expenses incurred resulting thereof.

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 19.2. 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 19.2, 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 19.2 and the Supplier shall compensate the Customer for all losses and expenses incurred resulting thereof.

20. Saving clause

The Client will not be obliged to fulfill the contract if said fulfillment is affected by impediments arising from the requirements of foreign trade or national or international customs or any embargo clause or other sanctions.

21. Force Majeure

21.1 An unforeseen event or force majeure will be understood according to the provisions of article 45 of the Civil Code.

21.2 In the event that the Supplier is in an unforeseen event or force majeure, he must notify the Customer in writing as soon as possible and in any case within 48 hours from the occurrence of the events. The lack of timely notice by the Supplier, will make it impossible to enforce the unforeseen event or force majeure before the Client for all legal purposes.

21.3 Strikes, stoppages or events arising from personnel directly or indirectly dependent on the Supplier will not be considered force majeure or an unforeseen event.

22. Termination and Suspension

The Client may terminate immediately, and without the Supplier having any right to compensation, in the following cases:

a) The death of the Supplier if he/she is a natural person or the dissolution of the company when it is a legal person.

b) The financial incapacity of the Supplier, which is presumed when it is declared bankrupt, is in a state of insolvency, if it does not fulfill its labor obligations or when it incurs in partial or total cessation of payments to its creditors.

c) When the Supplier fails to comply with the conditions stipulated in this document or in the purchase orders issued or is not competent to carry them out.

d) When the Supplier incurs in actions or omissions that deteriorate or affect the trust placed in them or the good name of the Client, due to the execution of its activities.

e) In the event that the Client detects any anomaly or irregularity in the execution of the Purchase Order.

f) At any time, when the Supplier fails to comply with the rules of the Customer's Code of Conduct for Suppliers.

g) When there are obstacles derived from national or international regulations of foreign trade law, embargoes (and / or other sanctions) that prevent compliance by the Supplier, such as when the Supplier is reported on the list of Sanctioned Parties Screening ("Clinton List") or other lists of a similar nature.

h) For not complying with the Supplier with the labor or social security provisions, or with their regulatory standards.

i) For any breach of the Supplier.

However, the Client may at any time and without expression of cause, by means of a written communication addressed to the Supplier, at least 15 days in advance, terminate the Purchase Order, without the payment of any compensation in favor of the Supplier. In any case, the Client will pay the Supplier the value of the supplies fully delivered and / or services provided to their satisfaction, up to the date on which the termination notice has been given.

The Supplier and the Client may also agree at any time by mutual agreement to terminate the Purchase Order.

Without prejudice to cases of force majeure, the Client may, at its convenience, suspend or stop immediately and for the time it deems necessary the execution of the Purchase Order. In these cases, the Client will reimburse the Supplier for the justified and accredited costs that have been directly caused by the suspension and may grant the Supplier increases in terms of time. Any request from the Supplier relative to what is indicated in this paragraph must be made no more than 5 calendar days from the order to restart the execution of the Purchase Order.

23. Indemnity

23.1 The Supplier shall indemnify and hold SIEMENS harmless in relation to the acts or omissions of the SUPPLIER or its personnel or its subcontractors during the execution of its activities. The SUPPLIER must take all the necessary actions to execute the Purchase Order under its sole responsibility and risk. The SUPPLIER undertakes to reimburse SIEMENS any sum of money that the latter is obliged to pay for such reasons. The SUPPLIER will be liable for any damage caused by its employees or its subcontractors to third parties or to SIEMENS, even when such damages are claimed once the Purchase Order has been completed.

23.2 Likewise, the SUPPLIER will defend and will hold SIEMENS and its employees or representatives free of fault for any lawsuit, legal and administrative actions, claims, demands, damages, obligations, interests, attorneys' fees, costs and expenses of any kind or nature, and whether they arise before or after the duration of the Purchase Order. The foregoing will apply even if the issues are indirectly caused by the SUPPLIER or by anyone acting under its direction or control or on its behalf in relation to or participating in the execution of the Purchase Order.

23.4 SIEMENS will only be liable for direct and patrimonial damages derived

from the actions or omissions that are directly attributable to it. Under no circumstances will it be liable for indirect damages, lost profits, consequential damages, or moral damages. Furthermore, in no case will the liability of SIEMENS exceed the value of the Purchase Order.

23.5 The SUPPLIER expressly waives its rights to demand and collect compensation from SIEMENS, which, considered individually or in added value, are higher than the price of the Purchase Order.

24. Mention of Siemens as a Client Reference

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

25. Complementary provisions

25.1 As long as these Purchase Conditions do not regulate certain matters, the relevant legal provisions will apply.

25.2 The Supplier will be responsible for all damages caused to the Client as a result of the breach of these conditions, in particular of the sections

25.3 2, 3, 4, 7, 8, 14, 15, 16 and 17, unless the Supplier is not responsible for such breach.

26. Jurisdiction and applicable legislation

26.1 The applicable law will be Chilean. The Parties establish their domicile in Santiago de Chile, excluding the provisions of the United Nations Merchandise Law of April 11, 1980.

27. Suppliers with Payment Statements – EDP.

E THE SUPPLIER will issue a payment statement and a monthly invoice for the total of the services rendered or supplies delivered. Seven (7) days before the issuance of said invoice, the SUPPLIER will send a payment statement in Excel format, indicating in detail the services provided or supplies delivered. If the payment status is approved, an RDS number (HES) will be sent to the SUPPLIER, so that it can be referred to in the Purchase Order on the invoice in the fields established according to the internal communications that are sent with each Purchase Order and considering the technical instructions for electronic invoicing. SIEMENS will always be able to object to charges for non-conformity and to justly reject the payment statements. If there are observations, the SUPPLIER will be told and shown the errors in the payment statement or the history of disagreement or rejection and the SUPPLIER will correct the inconveniences and present a payment statement again to SIEMENS for review. In the latter case, SIEMENS will have a period of 15 business days to review the Payment Statement and the situation. If there are still problems, the above procedure will be repeated until there are no problems, to the satisfaction of SIEMENS.

For the approval of the Payment Status by SIEMENS, it will be a requirement that the latter has confirmed receipt in writing of the service or supply. Additionally, the SUPPLIER must attach, at least, the following documents, if applicable:

a) Form for the issuance of payment statements for the SIEMENS SUPPLIER.
b) Support documents related to the provision of the service or delivery of the supply.
c) Documents that account for the fulfillment of the corresponding labor and social security obligations.
d) Document in which the SUPPLIER declares that until the date of the payment status it has no pending claims with SIEMENS (partial settlement).

Once the Payment Status is approved, the SUPPLIER must send the invoice through the electronic invoice portal established by the regulatory entities, indicating the purchase order and the RDS number (HES) in the established fields, according to the technical document for electronic billing.

The Client will be empowered to deduct from the payment status, administratively and without the need for a judicial or arbitration declaration, any amount owed by the SUPPLIER for any concept. In addition, it can withhold amounts in case of lawsuits or claims from third parties.

28. Confidentiality

28.1 The SUPPLIER declares to know and accept that, due to or in connection with services, or supply of products, it will have access, among others, to technical and economic information, which constitutes confidential information of SIEMENS. Given the foregoing, it undertakes and obliges to maintain said information as confidential, and to use it exclusively when it is strictly necessary for the provision of the services / supply of products entrusted.

28.2 It is stated that these obligations refer to all the information of SIEMENS that the SUPPLIER, its personnel or contractors know on the occasion of the provision of services / Supply of products reported in the corresponding Purchase Order, although said information, to your judgment lacks strategic value.

28.3 The obligation of confidentiality must be imposed by the SUPPLIER on all its workers and / or subcontractors, if applicable. The SUPPLIER is obliged to respond to breaches of the duty of confidentiality of its workers or contractors as if they were its own.

28.4 The parties declare that the obligation of confidentiality and reserve stipulated in this clause has been an essential and determining condition for SIEMENS to enter into the Purchase Order and that it will subsist indefinitely once it has ended.

28.5 If the SUPPLIER is required by any competent authority to reveal all or part of the information referred to in this clause, the SUPPLIER must immediately inform SIEMENS of such requirement, in order for it to have the opportunity to exercise the actions or rights conferred by law. In any case, the SUPPLIER shall refrain from communicating said information to the authority until it has the express written approval of SIEMENS.

At the end of the Purchase Order, the SUPPLIER must return to SIEMENS all documents or material supports containing information that has been provided by SIEMENS. Alternatively, SIEMENS may request them to destroy said information and to certify the fact of the destruction in writing.

29. Arbitration

Any doubt or difficulty that arises between the parties due to the respective Purchase Order or its complementary documents, whether it refers to its interpretation, compliance, validity, termination or any other cause, will be resolved as follows: i) In those cases in which the Purchase Orders have a value equal to or less than 3,000 UF (three thousand Development Units), it will be through Arbitration in accordance with the Regulations of the National Arbitration Center; ii) In those cases in which the amount of the Purchase Order exceeds 3,000 UF (three thousand development units) it will be through arbitration in accordance with the Regulation of the Arbitration Center of the Chamber of Commerce of Santiago AG, whose provisions are contained in the deed dated December 10, 1992, granted in the Santiago Notary Office of Mr. Sergio Rodríguez Garcés, which, as they forming an integral part of these clauses, the parties declare to know and accept.

The parties confer an irrevocable special mandate to the Chamber of Commerce of Santiago AG. and to the National Arbitration Center, so that, at the written request of any of them, they will designate a mixed arbitrator from among the members of its arbitration body.

No appeal will proceed against the resolutions of this mixed arbitrator, for which the parties expressly renounce said right. The arbitrator is specially empowered to resolve any matter related to his/her jurisdiction.