

GENERAL TERMS AND CONDITIONS OF PURCHASE
Siemens Energy d.o.o., Slavonska avenija 1A, Zagreb
(PIN: 18960883235)

February 2025 edition

1. Scope of General Terms and Conditions

- 1.1. These General Terms and Conditions of Purchase shall apply to all orders (deliveries of goods and services) of Siemens Energy d.o.o., Slavonska avenija 1A, 10000 Zagreb, PIN: 18960883235 and affiliated companies of Siemens Energy (hereinafter referred to as 'Buyer' or 'SIEMENS ENERGY' or Company) to Supplier (any party which supplies products, services to the SIEMENS ENERGY).

2. Purchase Order

- 2.1. These General Terms and Conditions of Purchase shall become an integral part of the contract upon acceptance of an order by the Supplier. Orders must be in writing and duly signed to be valid. The Buyer may also place orders via Electronic Data Interchange (EDI) provided this has been expressly agreed between SIEMENS ENERGY and the Supplier in writing. Any amendments to the order or oral agreements shall be valid only if SIEMENS ENERGY (Buyer) confirms them in writing.
- 2.2. The Supplier may use subcontractors to perform all or a part of its duties under an order if it has obtained an express prior approval of SIEMENS ENERGY.

3. Confirmation of Order, General Terms and Conditions of the Supplier

- 3.1. The acceptance of a purchase order shall be immediately confirmed to SIEMENS ENERGY. A purchase order may also be confirmed via Electronic Data Exchange (EDI) provided this has been expressly agreed in writing between SIEMENS ENERGY and the Supplier. SIEMENS ENERGY reserves the right to cancel an order at no cost to SIEMENS ENERGY unless it has received from the Supplier a proper order confirmation within a reasonable period, but no later than two weeks after the date of the order. Such cancellation is deemed on time if it is sent to the Supplier before SIEMENS ENERGY receives the purchase order confirmation.
- 3.2. If the purchase order confirmation deviates from the order, the Supplier shall clearly state any such deviation in the purchase order confirmation. SIEMENS ENERGY shall only be bound by such deviation if it has expressly accepted it in writing. An unconditional acceptance by SIEMENS ENERGY of the goods delivered by the Supplier shall not be considered as acceptance of any such deviation.
- 3.3. Unless accepted in writing by SIEMENS ENERGY, the Supplier's general terms and conditions shall not become binding upon SIEMENS ENERGY. Any reference in the order to the Supplier's quotation documents by SIEMENS ENERGY does not imply acceptance of the Supplier's terms and conditions.
- 3.4. Any terms and conditions of the Supplier or any of its subcontractors made available in paper or digital form together with the delivery of software products shall not be binding upon

SIEMENS ENERGY, unless SIEMENS ENERGY gave its prior special written approval. This is valid particularly if SIEMENS ENERGY or any third parties attributable to SIEMENS ENERGY (e.g. employees, consultants, customers of SIEMENS ENERGY) commit an act that, pursuant to those terms and conditions, constitutes a basis for the conclusion of a contract, or if software registration or other cards are sent to the Supplier.

4. Delivery Period, Consequences of Delay

- 4.1. Unless expressly agreed otherwise, the period of delivery or performance shall commence on the day the order is issued, unless another beginning is expressly agreed upon. If no such period has been agreed, the Supplier shall deliver goods and services without delay. The relevant point in time for the delivery of goods shall be the date of receipt at the place of destination specified by SIEMENS ENERGY ("place of use"). If the delivery involves erection or installation, the relevant point in time shall be the date of acceptance of the goods upon the completion of the erection or installation. When foreseeable delays in delivery occur, the Supplier shall immediately inform SIEMENS ENERGY on the matter and request SIEMENS ENERGY' decision. In that event, the period of delivery of goods or services shall be extended only if SIEMENS ENERGY has explicitly recognised such extension in writing.
- 4.2. SIEMENS ENERGY is entitled to charge a penalty of 0.5%, however, not more than 10% of the overall contract gross value for each calendar day of delay in delivery that already begun. Such penalty is independent of the Supplier's fault and any proof of damage. SIEMENS ENERGY reserves the right to claim damages exceeding the amount of the penalty. In the event of a delay, SIEMENS ENERGY is entitled to withdraw from the contract after expiry of a reasonable additional time-limit for delivery granted to the Supplier. This applies even if SIEMENS ENERGY used to accept delayed partial deliveries without reservation before. In the case of a time-sensitive contract, SIEMENS ENERGY shall not be obliged to grant an additional time-limit for delivery.
- 4.3. When it can be foreseen that the Supplier will fail to properly deliver or perform by the agreed date, SIEMENS ENERGY shall be entitled to take all measures necessary to prevent an imminent delay in delivery / performance at the Supplier's cost and risk.
- 4.4. In the case of early delivery, SIEMENS ENERGY reserves the right to charge the Supplier any extra cost, e.g. warehouse and insurance costs, and to effect payment in accordance with the agreed delivery date. Until the agreed date, SIEMENS ENERGY shall only bear the responsibility of a depositary.
- 4.5. The Supplier agrees to submit its financial and independent credit reports at the request of SIEMENS ENERGY (for example "D&B", BON-2, commercial bank certificates, etc.) to monitor creditworthiness. If SIEMENS ENERGY determines, based on the submitted or publicly available information, that there has been a significant change in creditworthiness, if bankruptcy or liquidation proceedings have been initiated against the Supplier, if there is a change in the Supplier 's ownership structure, or if the Supplier refuses to provide the requested information, SIEMENS ENERGY has the right to cancel the agreement in whole or in part without any consequences. The Supplier must immediately inform SIEMENS ENERGY about any such circumstances.

5. Shipment, Delivery, Passing of Risk, Export Control

- 5.1. In the case of deliveries involving erection or installation and in the case of services, the risk passes upon acceptance (for the aforementioned deliveries, the risk passes upon completion of the erection or installation); for deliveries not involving erection or installation the risk passes upon receipt by SIEMENS ENERGY at the place of destination. If the registered office of the Supplier and the place of delivery are within the EU, DDP (place of destination) Incoterms® 2020 shall apply. If in this case delivery to construction sites or directly to third parties is agreed, the Supplier shall bear the costs and risk of unloading the goods. If the registered office of the

Supplier or the place of delivery are outside the EU, DAP (place of destination) Incoterms® 2020 shall apply. If in this case delivery to construction sites or directly to third parties is agreed, DPU (place of destination) Incoterms® 2020 shall apply.

- 5.2. Partial as well as over-deliveries and under-deliveries are only permissible after obtaining SIEMENS ENERGY' express written approval. Goods are delivered to the goods receiving department of the place designated for delivery at the times agreed for the receipt of goods in the order. Each delivery shall be accompanied by a delivery note detailing the net weight per item and the complete purchase order number and the delivery address.
- 5.3. All requirements by SIEMENS ENERGY regarding mode of transportation, carrier and shipment rules must be strictly adhered to. Unless SIEMENS ENERGY has required a particular mode of transportation, goods must be dispatched at the lowest possible cost, failing which any adverse consequences and additional cost shall be borne by the Supplier. Additional cost arising from the need to meet the delivery date by way of expedited shipment shall be borne by the Supplier. Should the agreed payment instruments (e.g. letter of credit) and shipping documents, in particular purchase order data, be missing or incomplete, SIEMENS ENERGY shall be entitled to refuse acceptance at the Supplier's cost and risk.
- 5.4. 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 SIEMENS ENERGY, 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 SIEMENS ENERGY 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 SIEMENS ENERGY 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 SIEMENS ENERGY: 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 SIEMENS ENERGY: evidence of the country of origin of the iron and steel inputs used for the processing of the products.

Supplier shall be liable for any expenses and/or damage incurred by SIEMENS ENERGY due to any breach of the obligations according to this section 5.4.

- 5.5 Ban on re-exports to Russia („No-Russia-Clause“)

The following clause shall apply if and to the extent (i) SIEMENS ENERGY supplies any goods or technology to the Supplier in the course of the execution of the contract, (ii) such supplied goods or technology are or refer to goods listed in the Annexes set out in Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended and (iii) and the supply takes place from the EU to a third country except for partner countries according to Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended:

- SIEMENS ENERGY 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 (hardware and/or software and/or technology and related documentation, regardless of the mode of provision) sold, supplied, transferred or exported by SIEMENS ENERGY to the Supplier under the contract.

- SIEMENS ENERGY hereby prohibits the Supplier to, and the Supplier agrees not to, use (including sublicensing, selling and/or transferring) in connection with goods intended for sale, supply, transfer, or export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus, any intellectual property rights, trade secrets, materials and/ or other information protected by intellectual property rights or trade secrets that are licensed, sold, transferred, or otherwise provided to the Supplier under the contract. The Parties agree that, by the foregoing provisions, no rights are granted to the Supplier, with respect to intellectual property rights, trade secrets or other information, in addition to any rights otherwise explicitly granted by the contract.

- SIEMENS ENERGY shall be entitled to terminate the contract by written notice in the event of a breach by the Supplier of the obligation pursuant to this Article 5.5. of this General Terms and Conditions of Purchase. Upon termination, the Supplier shall pay to SIEMENS ENERGY all costs and damages incurred by SIEMENS ENERGY from such termination. In any case, the Supplier shall pay SIEMENS ENERGY liquidated damages in the amount of 20 % (twenty per cent) of the purchase price/delivered goods value.

- Notwithstanding the provision hereinabove in the previous subpoint, the Supplier shall indemnify and hold harmless SIEMENS ENERGY in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against SIEMENS ENERGY arising out of or relating to a breach by the Supplier of the obligations under this Article 5.5. of this General Terms and Conditions of Purchase and the Supplier shall compensate SIEMENS ENERGY for all losses and expenses incurred resulting thereof.

- 5.6. SIEMENS ENERGY shall not be obligated to fulfill contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.
- 5.7. Direct supplies to SIEMENS ENERGY' customers shall be made in neutral packaging and with shipping documents in the name and on behalf of SIEMENS ENERGY, where necessary and at the sole request of SIEMENS ENERGY. The Supplier shall provide SIEMENS ENERGY with a copy of these delivery notes.
- 5.8. Retention of title of whatsoever nature by the Supplier is invalid.
- 5.9. Where prices are quoted without packaging, packaging shall be charged at cost price and stated separately in the invoices. Unless otherwise agreed by the parties, the value of packaging material returned by SIEMENS ENERGY to the Supplier for reuse shall be reimbursed by the Supplier. The Supplier is liable for any damage caused by improper packaging. When delivering hazardous goods, the Supplier shall comply with all applicable statutory provisions, in particular those relating to the type and marking of packaging and to the means of transport to be used.
- 5.10. For the performance of works and services under this contract the Contractor shall only use employees who are not listed in the relevant national, European and US-American sanctions lists based on foreign trade legislation.
- 5.11. The Supplier must perform the works by himself. The Supplier may delegate works in partial to a third party (i.e. subcontractor or vicarious agents). The third party performing such works must be approved in writing by SIEMENS ENERGY before such assignment. The Supplier must notify SIEMENS ENERGY in writing of any involvement of a further third party and provide all documents required to approve respective third party.

6. Suspension, Cancellation

- 6.1. SIEMENS ENERGY reserves the right to order the Supplier to suspend the performance of the contract at any time. If the performance of the contract is suspended for more than three months, the Supplier will have to prove to SIEMENS ENERGY in detail that it has incurred costs resulting

from such suspension. However, SIEMENS ENERGY shall not be liable to the Supplier for any loss of profits. The Supplier may claim compensation only for such proven costs. The Supplier may not claim compensation for any costs incurred as a result of a suspension of less than three months, or, in the case of a suspension of more than three months, for the costs incurred during the first three months.

- 6.2. SIEMENS ENERGY reserves the right to withdraw from the contract, as a whole or in part, irrespective of any fault on the part of the Supplier. In such a case, the Supplier is only entitled to charge SIEMENS ENERGY for the services proved to have been performed by the date of withdrawal, minus all possible gains and savings arising out of or relating to the withdrawal.
- 6.3. SIEMENS ENERGY also reserves the right to vary the scope of supply or services. The Supplier is entitled to a corresponding adjustment in the contract price.

7. Invoicing, Set-off

- 7.1. Invoices must indicate all purchase order details and be submitted immediately after delivery of goods or completion of services to SIEMENS ENERGY. Invoices may be submitted in PDF form to: energyracun.rc-hr@siemens-energy.com, and the original invoices must be submitted by mail. E-Invoices shall be sent using the service platform "Moj-eRačun," in which case it is not necessary to submit the original invoices by mail. Copy invoices must be marked as duplicates. Invoices shall be worded and structured to facilitate both their comparison with the order and their auditing. Each invoice must show the purchase order number and the purchase order data. Invoices relating to deliveries of goods must be accompanied by delivery notes confirmed by SIEMENS ENERGY. Invoices relating to services and installation performed shall be accompanied by records of working hours and the acceptance protocol confirmed by SIEMENS ENERGY. Invoices relating to goods requiring export authorisations shall list all marking requirements fulfilled. Invoices subject to international trade in goods must contain a description, quantity, customs-tariff-code and net weight of goods by item. The Supplier must provide the PIN (OIB) before creating the purchase order, and at the latest before issuing the invoice, and the PIN (OIB) must be indicated on the invoice. Invoices on which a PIN (OIB) is not indicated shall be considered invalid and will be returned to the Supplier, and it shall be considered that the invoice has not even been submitted. If the Supplier's main office is within the EU, the Supplier must provide the VAT number not later than the invoice. If the Supplier does not have an PIN (OIB), the Supplier is obliged to submit an Excerpt from the registration court of the Supplier's country of residence and other appropriate documentation prescribed by law and all the above provisions of this Section for PIN (OIB) apply.
- 7.2. SIEMENS ENERGY reserves the right to return invoices which do not comply with its requirements; in particular those regarding purchase order data or VAT rules, unprocessed. In such a case, invoices are considered as not submitted. Electronic invoices will only be accepted if forwarded to SIEMENS ENERGY via EDI, or via the service "Moj eRačun".
- 7.3. The Supplier is not entitled to set off claims it may have against SIEMENS ENERGY against claims SIEMENS ENERGY has against the Supplier.

8. Payment Terms

- 8.1. The period within which invoices must be paid commences with SIEMENS ENERGY' unconditional acceptance of delivered goods or services and upon receipt of the properly issued invoice. If the Supplier is obliged to provide material tests, test records or quality control documents or any other documentation, deliveries and services will be regarded as fully performed only upon receipt of such documentation.
- 8.2. Unless otherwise agreed, payments are to be made within 60 days net or within 30 days minus the discount of 3% at SIEMENS ENERGY' choice. SIEMENS ENERGY is entitled to withhold

payment until identified defects are remedied. For the duration of the commercial guarantee validity period, SIEMENS ENERGY may withhold up to 10% of the contract value as an interest-free guarantee deposit. Payment shall not be considered as an acceptance that the goods or services were delivered in accordance with the contract, nor as a waiver of any rights on the part of SIEMENS ENERGY. Payments are deemed to have been made in a timely manner upon execution of the transfer order with SIEMENS ENERGY' bank by the due date of payment. The Supplier bears bank charges incurred by the receiving bank. If, for any reason, an agreed security is not (or no longer) available, the Supplier is obliged to provide SIEMENS ENERGY with an equivalent one. In the case of advance payment, Supplier is obliged on request of SIEMENS ENERGY and before advance payment is executed, to provide Advance Payment Guarantee issued by eligible first-class bank, as irrevocable, unconditional and on first demand.

8.3. SIEMENS ENERGY is entitled to set off claims of its affiliated companies against the Supplier's claims.
SIEMENS ENERGY is entitled to set off claims it may have against the Supplier against claims the Supplier has against SIEMENS ENERGY.

8.4. If the Supplier changes its IBAN (bank account) or other bank data on which it has initially informed SIEMENS ENERGY for the purposes of payment execution, or the Supplier's bank account already listed in the SIEMENS ENERGY's internal systems differs from the bank account indicated on the Supplier's invoice, the Supplier is obliged to notify SIEMENS ENERGY on the respective change as soon as possible and, as an evidence of the respective change, deliver to SIEMENS ENERGY at its own expense the written confirmation of the relevant bank institution thereof, whereas in case of the bank account change the said confirmation shall confirm that the Supplier is the owner of the new bank account. If the Supplier does not comply with the said obligation, in addition to its right to return the invoice pursuant to Article 7.2, SIEMENS ENERGY reserves the right to calculate the due date for the payment to the Supplier from the date of receipt of the written bank institution's confirmation on the change of IBAN or bank data from the Supplier, and to suspend the payment deadline until the aforementioned date of receipt of the respective confirmation.

9. Acceptance, Notice of Defects, Liability for Defects, Product Liability, Intellectual Property Rights, Quality Assurance, Liability for Damage, Documentation Delivery

9.1. The mere receipt or temporary use of deliveries and services or payments made thereof do not constitute an acceptance or waiver of rights by SIEMENS ENERGY. Acknowledgements of receipt issued by the goods receiving department of SIEMENS ENERGY do not constitute a final acceptance by SIEMENS ENERGY of the goods delivered or services performed.

9.2. The goods are taken over (received) and checked as to their completeness and any visible defects within a reasonable time after their receipt. If, after receipt of the goods, a defect is identified that could not be detected by the usual inspection upon receipt of the goods, SIEMENS ENERGY reserves the rights against the Supplier based on such material and/or legal defects for the entire period of liability for material defects or liability under the commercial guarantee. When justified by the circumstances of the case, SIEMENS ENERGY shall be authorized to conduct only a random check and verification of a part of the delivered goods as a representative sample. If it is established that parts of the delivered goods or services (both in case of a check of the entire delivery and a random check) do not comply with SIEMENS ENERGY's requirements or contain material and/or legal defects, SIEMENS ENERGY shall always be entitled to reject the delivered goods or services as a whole, and not just the part containing the said defects. SIEMENS ENERGY shall notify the Supplier of any defects detected as soon as possible. This Article shall apply to the delivery of services *mutatis mutandis*.

9.3. The Supplier is required to carry out an adequate inspection of the components provided (e.g. raw materials, building materials) by SIEMENS ENERGY from upstream suppliers, producers and other third parties upon receipt in order to determine any apparent or hidden defects, and

to notify the SIEMENS ENERGY and the respective supplier, producer and other third party of such defects without delay.

9.4. The Supplier shall be liable to SIEMENS ENERGY for material defects in fulfilling the Supplier's obligations without any restrictions. Material defects are considered to exist:

- 1) if the subject of delivery does not correspond to the description, type, quantity and quality, or it does not have the functionality, compatibility, interoperability and other features as determined in the sales contract,
- 2) if the subject of delivery is not suitable for any special purpose for which SIEMENS ENERGY needs it and of which SIEMENS ENERGY informed the Supplier at the latest at the time of concluding the contract and in relation to which the Supplier gave his consent,
- 3) if the subject of delivery is not delivered with all additional equipment and instructions, including installation instructions, as specified in the sales contract,
- 4) if the subject of delivery has not been delivered with updates as specified in the sales contract,
- 5) if the subject of delivery is not suitable for use for the purposes for which a subject of delivery of the same type would normally be used, taking into account the regulations of the European Union and Croatia, technical standards or, if such technical standards do not exist, applicable codes of conduct if they exist,
- 6) if the subject of delivery does not correspond to the quality and description of the sample or model that the Supplier made available to SIEMENS ENERGY before concluding the contract,
- 7) if the subject of delivery is not supplied with additional equipment, including packaging, installation instructions or other instructions, the receipt of which SIEMENS ENERGY can reasonably expect,
- 8) if the subject of delivery does not correspond to the quantity or does not have the properties and other characteristics, including those related to durability, functionality, compatibility and safety, which are common for a subject of delivery of the same type and which SIEMENS ENERGY can reasonably expect with regard to the nature of the subject of delivery and taking into account any public statements made by the Supplier or other persons in previous stages of the transaction chain, including the manufacturer, or made on their behalf, in particular in advertising or labelling,
- 9) if the subject of delivery is incorrectly installed or assembled, and the installation or assembly service forms part of the sales contract and was performed by the Supplier or the person for whom the Supplier is responsible, or
- 10) if the subject of delivery which was to be installed or assembled by SIEMENS ENERGY is improperly installed or assembled, and the improper installation or assembly is the result of a lack of instructions provided by the Supplier.

Within the meaning of the provisions of this article, the "subject of delivery" shall be considered as both goods and services.

9.5. In case of material defects, SIEMENS ENERGY shall always be authorized:

- 1) to request the Supplier to eliminate the defect,
- 2) to request the Supplier to provide other goods or perform a new service without defects,
- 3) demand a proportional price reduction from the Supplier,
- 4) to terminate the contract,
- 5) in any case, seek damages from the Supplier.

SIEMENS ENERGY has the right to freely choose between repairing and replacing goods or performing a new service without material defects, as well as the right to refuse to pay any outstanding part of the price until the Supplier fulfils his obligations under liability for material defects. The costs of eliminating defects (which includes in particular the costs of dismantling, transport and reassembly) and providing other goods or performing a new service without a defect shall be borne by the Supplier. The Supplier shall eliminate the defects within a reasonable time from the moment SIEMENS ENERGY notifies the Supplier of a defect and without significant inconvenience to SIEMENS ENERGY. SIEMENS ENERGY is not obliged to pay for the normal use of the replaced goods or services during the period before their replacement or re-delivery.

9.6. The Supplier warrants to SIEMENS ENERGY that he will use best, appropriate and brand-new materials, manufacture the products adequately and in compliance with the underlying technical

drawings, and that it will provide for their proper installation. Furthermore, the Supplier warrants to SIEMENS ENERGY that, in addition to the liability for material defects in the delivered goods or services, he will refund the purchase price paid or replace or repair the goods or re-perform the service, according to the decision of SIEMENS ENERGY, if it does not meet the required specifications or other requirements within the period specified below. The commercial guarantee validity period for goods and services of the Supplier is two years, and the commercial guarantee validity period for products and services that become a fixed part of buildings or land is three years. After rectification of defects notified by SIEMENS ENERGY, the commercial guarantee validity period for the replacement products or services begins to run anew. The commercial guarantee validity period for deliveries begins to run with the erection or installation of the delivered products (if the erection or installation is included in the delivery), for services with their acceptance, for deliveries not involving erection or installation with their delivery to the place of destination, and for hidden defects with their identification. For deliveries to locations where SIEMENS ENERGY uses the Supplier's goods to perform contracts outside its premises, the commercial guarantee validity period begins to run with the acceptance of the services to be rendered by SIEMENS ENERGY to its customer. This time limit is deemed to be observed if SIEMENS ENERGY has asserted warranty claims against the Supplier within the aforesaid periods in writing. The Supplier shall submit this commercial guarantee to SIEMENS ENERGY on a durable medium at the latest at the time of handover, and its content will meet the requirements of Article 423 (9) of the Civil Obligations Act. Failure to comply with these obligations shall not affect the validity of the commercial guarantee.

- 9.7. If engineering, advisory, software or documentation services or staff are provided by the Supplier, the Supplier fully guarantees the correctness and completeness of its written and verbal information and instructions for a period of two years after their provision.
- 9.8. The Supplier's upstream Suppliers are regarded as its agents, for which the Supplier is entirely liable.
- 9.9. SIEMENS ENERGY may require the Supplier either to immediately eliminate defects identified within the above specified commercial guarantee validity periods at the Supplier's expense on site, without any inconvenience to SIEMENS ENERGY, or to provide replacement defect-free goods or services within the set deadline. SIEMENS ENERGY is entitled to claim all costs incurred in connection with the rectification of defects, which specifically includes the costs of (dis)assembly and removal, as well transport. The Supplier shall without delay reimburse SIEMENS ENERGY for any inspection costs if an inspection has revealed defects. In the case of imminent danger, e.g. in order to avoid its own default, or if the Supplier fails to rectify defects within a reasonable time, SIEMENS ENERGY shall be entitled to acquire replacement defect-free products, or ensure the provision of replacement services from third parties, without prior notification and without prejudice to its commercial guarantee claims against the Supplier or to repair or have defective goods repaired at the Supplier's expense. The Supplier shall fully reimburse SIEMENS ENERGY for the cost of such repairs, even if it exceeds the cost of repair made by the Supplier, without delay and following an invitation from SIEMENS ENERGY.
- 9.10. The Supplier is liable to SIEMENS ENERGY for legal defects in fulfilling the Supplier's obligations without any restrictions. With regard to legal defects, SIEMENS ENERGY is entitled to (at its option):
- 1) request the Supplier to eliminate such defects,
 - 2) demand a proportional reduction in the purchase price,
 - 3) terminate the sales contract (if the termination does not occur by force of law),
 - 4) claim damages in any case.
- The Supplier shall indemnify and hold SIEMENS ENERGY harmless against disputes arising from any patent, copyright, trademark or registered design, etc., and guarantee SIEMENS ENERGY the unrestricted use of the delivered product, without delay and following an invitation from SIEMENS ENERGY. Without prejudice to other obligations, the Supplier will indemnify and hold SIEMENS ENERGY harmless against any product liability claims raised by third parties against SIEMENS ENERGY as a result of defects in the products delivered by the Supplier, without delay and following an invitation from SIEMENS ENERGY. The Supplier undertakes to

compensate SIEMENS ENERGY for costs incurred in connection with a defence against any such claim or in connection with an obligation to repair defective products, without delay and following an invitation from SIEMENS ENERGY. The Supplier will provide SIEMENS ENERGY with ample proof that it has taken out adequate insurance to cover these risks.

- 9.11. For a period of 11 years after the last delivery, the Supplier shall provide SIEMENS ENERGY upon the latter's request with the names of the respective manufacturers, importers, upstream Supplier without delay, not later however than two weeks after being requested to do so. Furthermore, the Supplier will provide SIEMENS ENERGY immediately with appropriate evidence, such as production records and documents specifying production and delivery batches and/or the date of production and delivery to enable SIEMENS ENERGY to oppose product liability claims.
- 9.12. Installations or products delivered by the Supplier must have the required safety features and comply with the applicable safety standards (for installations or parts thereof in particular with those applicable at the place of destination). In any case, the currently valid technical regulations shall be complied with. In particular, the relevant EU directives, the Croatian General Product Safety Act and any provisions based thereon (as amended) as well as currently applicable versions of regulations governing European standards, Croatian standards and similar bodies of rules must be complied with. Installations, systems or products delivered by the Supplier must bear the CE markings required under the relevant EC directives and Croatian legislation. Upon delivery, the Supplier shall provide SIEMENS ENERGY with EC declarations of conformity with short technical descriptions as well as installation instructions and installation requirements, if required. In addition, the Supplier shall inform SIEMENS ENERGY about changes in materials, manufacturing procedures, Sub-supplier parts and EC declarations of conformity in a timely fashion. When delivering equipment designed to be assembled by SIEMENS ENERGY or a third party, the Supplier shall provide SIEMENS ENERGY, to the extent necessary, with all documentation required by SIEMENS ENERGY, including assembly schedules, data sheets, installation instructions, processing instructions, storage, operation and maintenance instructions, lists of spare and non-consumable parts etc. Delivered products have to be marked in Croatian and – upon SIEMENS ENERGY ' request – in other languages as well. The operating requirements and instructions must be drawn up in duplicate in Croatian and - upon SIEMENS ENERGY ' request - also in other languages.
- 9.13. The Supplier shall provide all necessary data and information in accordance with the EU Carbon Border Adjustment Mechanism (CBAM) statutory regulations in a timely manner upon request of SIEMENS ENERGY in order to meet the SIEMENS ENERGY's external obligations. CBAM latest developments as well as guidance can be accessed on the official Carbon Border Adjustment Mechanism Website; currently available under the following link: [Carbon Border Adjustment Mechanism \(europa.eu\)](https://europa.eu/cbam).
- 9.14. SIEMENS ENERGY reserves the right to demand proof of the Supplier's quality control system and the Supplier's documentation of the quality tests executed, and to carry out audits on the Supplier's premises at any time. The Supplier shall compensate SIEMENS ENERGY for the costs of the audit if defects in the quality control system or errors of the documentation of quality tests are detected in the course of the audit.
- 9.15. Before a necessary product warning the Supplier will inform SIEMENS ENERGY immediately and directly in writing.
- 9.16. SIEMENS ENERGY bares no responsibility for damages regarding health and safety, suffered by the employees of the Supplier or his Sub-suppliers, nor for the damages suffered by the Supplier or damages caused to third persons by the Supplier, except in case of intent or gross negligence. The Supplier takes on full legal responsibility for applying all health and safety measures within the business frame of this Agreement. The same applies to the Supplier's liability for works he subcontracted to his cooperants. The Supplier is obliged to perform all contracted works and activities in a way which prevents any and all reports or publications at

the detriment of SIEMENS ENERGY and in a way which prevents disruption of the Supplier's business reputation.

- 9.17. In case of termination of the Contract or any breach of contractual obligations, for which is SIEMENS ENERGY solely responsible, SIEMENS ENERGY is obliged to pay the Supplier all due amounts for the delivered contract equipment and duly performed works but is not obliged to reimburse any costs and / or damages incurred due to breach of contractual obligation or due to termination of the contract except in case of gross negligence or intent by SIEMENS ENERGY.
- 9.18. Supplier is liable to SIEMENS ENERGY for every damage which could be related to this Contract or could arise from it, and which incurred as the fault of the Supplier.

10. Material provided by SIEMENS ENERGY

- 10.1. Material provided by SIEMENS ENERGY remains SIEMENS ENERGY' property and is to be stored, labelled and managed separately free of charge. Upon SIEMENS ENERGY' request, the Supplier shall confirm the receipt of material provided by SIEMENS ENERGY. The Supplier may use such material only to execute orders from SIEMENS ENERGY. The Supplier shall compensate SIEMENS ENERGY for a diminution in value or loss. Claims for damages arising from the delayed provision of such material as well as any right of retention of the Supplier shall be excluded.

11. Special Conditions for Hardware and Software

- 11.1. Unless otherwise agreed in the order, hardware and software always constitute a single product.
- 11.2. If the Supplier is to deliver software that has not been developed individually for SIEMENS ENERGY, the Supplier will grant SIEMENS ENERGY the nonexclusive right to use, transfer, utilize, distribute, copy, sublicense, edit and assign such software for the purpose of its intended and contractually agreed use. This right of use shall not be limited in duration in cases where the payment of a lump sum has been agreed for the use of such software. For software products which have been individually developed for SIEMENS ENERGY, the Supplier grants SIEMENS ENERGY an exclusive and transferable exploitation right for all usage categories that is unlimited in time and place and also excludes the Supplier itself from using the software for any purpose. Unless otherwise agreed, the software shall be delivered together with the source code in its latest version. The Supplier shall install the software and provide a data carrier which can be disclosed on SIEMENS ENERGY' system both in source code and object code form together with the related documentation (contents and structure of the data carrier, programme and data flow charts, test procedures, test programmes, error processing, etc.). Apart from this documentation, the Supplier shall provide SIEMENS ENERGY with comprehensive written user documentation in Croatian and/or in any language selected by SIEMENS ENERGY and in a sufficient number of copies before acceptance.
- 11.3. Software individually developed for SIEMENS ENERGY will be accepted explicitly in the form of a written acceptance protocol if it meets the agreed functional requirements specifications. Any repair to be performed by the Supplier will be also included in the acceptance protocol. If SIEMENS ENERGY fails to accept delivery for four weeks after notification of readiness for acceptance by the Supplier, or if SIEMENS ENERGY denies acceptance without justification, the software will be deemed accepted after it has been tested free of charge for at least four weeks and such testing has shown satisfactory results and produced no error messages. In case of doubt, the mentioned period shall commence with the commercial use of the software by SIEMENS ENERGY or by SIEMENS ENERGY' end customer, whichever comes last.
- 11.4. The Supplier undertakes to make available to SIEMENS ENERGY all subsequent programme versions in which errors have been eliminated (updates) free of charge within the commercial guarantee validity period. The Supplier furthermore undertakes to offer SIEMENS ENERGY

software maintenance at competitive market prices for at least five years from the date of handover. Within the commercial guarantee validity period, maintenance charges will be reduced accordingly.

- 11.5. The Supplier shall inform SIEMENS ENERGY - at the latest at the time of order confirmation - whether the products and services to be delivered contain open-source components. In the context of this provision "open-source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g., GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License).

Should the Supplier not at all or too late inform that its products and services contain open source software, SIEMENS ENERGY is entitled to cancel the order. The Supplier is then also obliged to indemnify and hold SIEMENS ENERGY harmless.

- 11.6. Should the products and services delivered by the Supplier contain open-source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to SIEMENS ENERGY and provide all information which SIEMENS ENERGY needs in order to comply itself with the applicable license terms. In particular, the Supplier must deliver to SIEMENS ENERGY promptly after the order is confirmed the following:

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

- 11.7. The Supplier shall inform SIEMENS ENERGY - at the latest at the time the order is confirmed - whether any open source licenses used by the Supplier will – within their intended use - be subject to a "Copyleft Effect" which will affect the products of SIEMENS ENERGY. In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

- 11.8. Should the Supplier not indicate until receipt of the order that its products and services contain open-source components or whether the described "Copyleft Effect" would occur, then SIEMENS ENERGY is entitled to cancel the order within 14 (fourteen) days upon receipt of this information.

12. Special provisions for planning activities

- 12.1. Any and all documentation, such as plans, drawings, and models shall become the property of SIEMENS ENERGY, even if the contract should be terminated prematurely and shall be handed over to SIEMENS ENERGY upon request. The Supplier shall grant to SIEMENS ENERGY an exclusive and transferable exploitation right for all usage categories that is unlimited in time and place and also excludes the Supplier itself from using without claim for additional remuneration, same applies for works resulting from this contract. SIEMENS ENERGY thus is entitled to exploit, by means of implementation of the respective plans, or otherwise use said plans and other documentation in their original form or after modification without any further participation or approval by the Supplier.

13. Drawings, Tools, Auxiliary Devices, Authorisations

- 13.1. Drawings and technical calculations shall be made available by the Supplier free of charge, where necessary. Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by the Supplier to SIEMENS ENERGY, as well as any materials derived therefrom, shall remain SIEMENS ENERGY' property and shall not be made available to any third party nor be used for any other purposes than those contractually agreed, without SIEMENS ENERGY' prior written approval. Tools, patterns, etc., that have been produced at SIEMENS ENERGY' expense, shall become its property upon payment.
- 13.2. All tools and related auxiliary devices, in a broader sense, shall be clearly marked as SIEMENS ENERGY' property and protected against unauthorised access or use, or maintained and repaired, if and where applicable. They shall be returned either upon execution or cancellation of the order. Subject to any further rights, SIEMENS ENERGY may demand the return of such materials if the Supplier violates the duties referred to above. The Supplier has no right of retention.
- 13.3. The Supplier expressly states and warrants towards SIEMENS ENERGY that it is in possession of all industrial authorisations as well as any other authorisations permits and/or licences necessary to ensure the performance of the services as agreed in the contract and that it will, upon SIEMENS ENERGY' request, make available to SIEMENS ENERGY the respective documents. Insofar as for the performance of the deliveries and services special regulatory approvals, authorisations or inspections are required, such approvals, permissions and inspections will be obtained by the Supplier without entitlement to special remuneration in a timely manner.

14. Place of Performance, Applicable Law, Place of Jurisdiction, Severability, Proviso

- 14.1. The place of performance for deliveries or services shall be the place of destination. For payments, the place of performance shall be the Buyer's seat.
- 14.2. Croatian law shall apply with the exception of trading customs and practices, conflict of laws of the private international law and the rules of the Vienna (United Nations) Convention on Contracts for the International Sale of Goods of 1980.
- 14.3. The resolving of any disputes, in particular those relating to the implementation of contract or any arising claims, shall be under the exclusive jurisdiction of the competent court in Zagreb. However, SIEMENS ENERGY shall also be entitled to bring proceedings against the Supplier before any other court, e.g. before the Supplier's court of general local jurisdiction.
- 14.4. The Supplier shall compensate SIEMENS ENERGY for any costs necessary to bring appropriate legal action, in particular for attorneys' fees, and for any pre-trial expenses incurred by SIEMENS ENERGY.
- 14.5. Any individual provision of this General Terms, and/or agreements and/or other additional arrangements concluded in writing between SIEMENS ENERGY and the Supplier which is or becomes invalid, illegal or unenforceable under any law of any jurisdiction which affects the performance of the contract or any omission to provide for any subject matter shall not affect the validity, legality and enforceability of the remaining provisions of and/or agreements and/or other additional arrangements concluded in writing between SIEMENS ENERGY and the Supplier. In such cases, any invalid, illegal or unenforceable provision(s) shall be severed from the remainder of the contract and the parties shall seek effective solutions to replace invalid, illegal or unenforceable provisions with the provision whose content shall be adjusted to the valid applicable provision, and shall as closely as possible approximate (in economic effect) to the purpose parties intended to achieve with the clause which shall be replaced.

- 14.6. SIEMENS ENERGY shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

15. Confidentiality, Data Protection

- 15.1. The Supplier undertakes to keep confidential information pertinent to SIEMENS ENERGY or the subject matter of the contract, which he has rightfully obtained in connection with the purchase order, unless this information has become generally known or known to the Supplier in another lawful manner. Furthermore, the Supplier shall keep confidential the results or partial results obtained by the Supplier in fulfilment of the purchase order and use them exclusively for the performance of the present purchase order. In the event that the Supplier makes use of a third party for the performance of its contractual obligations, it shall make sure that such third party contractually commits itself to at least the same degree of confidentiality.
- 15.2. The same applies to personal data relating to SIEMENS ENERGY or any third party, that the Supplier has acquired in connection with the contract with SIEMENS ENERGY. The Supplier shall protect such information against access by third parties and commit its employees (including employees, hired staff, freelancer) dealing with contractually relevant tasks to the same level of confidentiality.
- 15.3. The Supplier's data (commercial register data, address, telephone and facsimile number as well as other information required for correspondence following from modern communication tools, locations, contact persons, ordered goods, and supply volumes) which become known to SIEMENS ENERGY in connection with the respective business transaction will be automatically processed only for the execution of the contract, in particular, for administration and billing purposes. For technical reasons, it may be necessary to store such data on servers of a company that is a member of the SIEMENS Energy group.
- 15.4. The Supplier expressly agrees that the data obtained from each business transaction and stored according to item 15.3 may be passed on to other companies affiliated to SIEMENS ENERGY.
- 15.5. The protection of personal data is very important to SIEMENS ENERGY. Therefore, SIEMENS ENERGY processes personal data only in accordance with all applicable data protection and data security regulations. In the course of doing business with suppliers SIEMENS ENERGY processes personal data of contact persons at the Supplier, at interested parties (potential suppliers) or at other business partners. Details to the categories of the processed data, the purposes of the processing and its legal grounds can be found in the Data Privacy Policy of Siemens Energy– available in detail on the homepage <https://www.siemens-energy.com/global/en/general/privacy-notice.html>

16. Information, Declaration of Materials, RoHS, Disposal, Packaging, Dangerous Goods, Purchase of Timber

- 16.1. If the Supplier delivers products that are subject to regulatory or other legal requirements with regard to their placement on the market and further marketing in the European Economic Area, or comparable requirements in other countries of use named by SIEMENS ENERGY, the Supplier must ensure that the products fulfil these requirements in their version applicable at the time of acceptance (cf. 5.1). The Supplier must further ensure that all documents and information necessary for proof of conformity of the products with the applicable requirements can be supplied to SIEMENS ENERGY immediately upon request.
- 16.2. Notwithstanding any legal information duties, the Supplier shall provide SIEMENS ENERGY with all necessary and useful information pertinent to the goods and services to be delivered, in particular, information on proper storage as well as safety data sheets in accordance with EU regulative applicable at the time of conclusion of the contract. In addition, the Supplier shall raise SIEMENS ENERGY' attention to the possibility of hazardous waste or waste oils arising

from the goods delivered by the Supplier and shall, in particular, advise SIEMENS ENERGY on their disposal. Upon SIEMENS ENERGY' request, the Supplier shall take back, free of charge, any waste resulting from the ordinary use of the delivered goods or similar products, as defined in the applicable Waste Management Act. However, such obligations shall be limited to the amount delivered by the Supplier. Should the Supplier refuse or should the Supplier not be able to accept such waste, SIEMENS ENERGY shall be entitled to dispose of it at the Supplier's expense.

Waste generated during the execution of works must be collected separately, waste disposals must be arranged for the separate collection of non- dangerous waste (metal, sheet metal, wood) and be disposed of in the designated places for collection of certain type of waste. If occurrence of dangerous waste is predicted during the execution of the works, Supplier is obliged to provide the containers for disposal of it, in accordance with the applicable regulations. Flammable waste must be in metal containers with lids and away from flammable sources.

At the end of the work, it is the obligation of the Supplier to clean the worksite, to dispose of any residual material and dispose waste in a legally prescribed manner and submit evidence that the waste has been disposed, such as for example PL-O form, ONTO forms and other documentation in accordance with the Croatian Environmental Protection Law and the Waste Management Law. All costs for cleaning the construction site and eliminating or managing the waste is included in the agreed price. If Supplier fails to fulfil this obligation or is late in performing of it, SIEMENS ENERGY is entitled to perform the work at the Supplier 's cost and will issue Invoice to Supplier with payment terms equivalent to payment terms which SIEMENS ENERGY has with Supplier in certain case.

- 16.3. The Supplier ensures that deliveries under the order are RoHS–compliant and therefore in conformity with the EC Directive on the Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment (EU Regulations in the version applicable as of conclusion of the contract) at the time of delivery. In the event that deliveries fail to comply with this EC Directive, the Supplier shall – without prejudice to any warranty claims SIEMENS ENERGY may raise – compensate SIEMENS ENERGY for any damage arising from such non-compliance.
- 16.4. Should the Supplier deliver legally permissible products, which are, however, subject to statutorily-imposed substance restrictions and/ or information requirements (e.g. REACH – Registration, Evaluation, Authorisation and Restriction of Chemicals), the Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by SIEMENS ENERGY no later than the date of first delivery of products. The foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or SIEMENS ENERGY or at the designated place of delivery requested by SIEMENS ENERGY. Furthermore, the Supplier shall also declare all products, substances which are set out in the so-called “List of declarable Substances” ([www.bomcheck.net/ suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) applicable at the time of delivery in the manner described above.
- 16.5. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier shall inform SIEMENS ENERGY hereof in a form agreed upon between Supplier and SIEMENS ENERGY, but in no case later than the date of order confirmation.
- 16.6. When providing goods and services, the Supplier shall comply with all requirements of the EU Timber Regulation, which aim is to prohibit the placing of illegally harvested timber and timber products derived from such timber on the EU market. This includes e.g. all paper products, labels, brochures, etc. If nevertheless an import into the EU is seen as necessary the EU Timber Regulation Process Description applies.
- 16.7. The content of the provision of this article of the General Terms and Conditions is covered by the commercial guarantee of the Supplier.

17. Legal Succession and third parties

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

18. Anti-corruption

- 18.1. The Supplier shall notify SIEMENS ENERGY – at the latest upon submission of the Supplier's offer to SIEMENS ENERGY – in writing if the Supplier or members of its management board have been sentenced by final judgement of a national court for corruption of a public officer within the last five years prior to the submission of the Supplier's offer to SIEMENS ENERGY, and, without undue delay, if the Supplier or members of its management board are charged with corruption of a public officer before a national court at any time between submission of the Supplier's offer to SIEMENS ENERGY and acceptance of the supplies/services of the Supplier pursuant to Sect. 9.2. Such notification shall ensure compliance with the requirements laid down by the OECD Recommendation on Anti-corruption in relation to national export guarantees.

19. Cybersecurity

- 19.1. The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 19.2. "Supplier Operations" means all assets, processes and systems (including information systems), data (including customer data), personnel, and sites, used or processed by the Supplier from time to time in the performance of this contract.
- 19.3. Should products or services contain software, firmware, or chipsets:
- the Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
 - the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
 - the Supplier shall provide to the Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to the Customer;
 - the Supplier shall grant to the Customer the right, but the Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Customer;
 - the Supplier shall provide the Customer a contact for all information security related issues (available during business hours).
- 19.4. The Supplier shall promptly report to the Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent the Customer is or is likely to be materially affected.

- 19.5. The Supplier shall take appropriate measures to achieve that its subcontractors and Suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 19.
- 19.6. Upon the Customer's request, the Supplier shall provide written evidence of its compliance with this section 19 including generally accepted audit reports.

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

- 20.1. Supplier shall comply with the laws of the applicable legal system(s) as well as the principles and requirements of the "Siemens Energy Code of Conduct for Suppliers and Third Party Intermediaries" attached herein as Appendix 1 (hereinafter: Code of Conduct) and address these expectations to its own suppliers along its supply chain.
- In particular, the Supplier shall not engage, actively or passively, directly or indirectly, in any form of bribery, violation of basic human rights of employees or any child labour, and the Supplier shall observe the stipulations of the German Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorg- faltspflichtengesetz, LkSG, to the extent applicable to the Supplier- and its own sub-suppliers). In the case of cross-border assignments of employees, the Supplier has to observe all statutory regulations of the country of operation. Furthermore, the Supplier shall fulfil all statutory wage and minimum wage requirements as well as the wage requirements from all collective bargaining agreements, shall fulfill his statutory obligations to pay taxes and social insurance contributions, shall comply with all statutory and official requirements for work safety, and shall only use employees who have the necessary working permits and have proper social security and accident insurance.
- The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct. In case of involvement of third parties and/or involvement of further third parties involved by these third parties, the Supplier equally ensures the compliance with these requirements and make the best efforts to promote this Code of Conduct among its suppliers. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Upon request; the Supplier has to provide to SIEMENS ENERGY with respective written proof of compliance with these obligations, by itself and the third party. The Supplier shall fully indemnify and hold harmless SIEMENS ENERGY from and against claims based on the infringement of the obligations according to this article 20. by the Supplier or third parties.
- 20.2. The Supplier shall act in accordance with the applicable environmental laws. He will take adequate measures to avoid the deployment of so-called conflict minerals and to create transparency over the origin of raw materials and will use best efforts to promote this Code of Conduct among its suppliers.
- 20.3. The Supplier is obliged to comply with all legal requirements regarding the health and safety of its employees, and shall be responsible for health and safety of its employees. It must ensure that the health and safety of its personnel as well as the personnel from his direct or indirect subcontractors employed to perform the deliveries and services and all other persons who are entitled to stay in the work area, is protected.
- 20.4. The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to SIEMENS ENERGY or provided to third parties designated by SIEMENS ENERGY against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any subcontractors to take equivalent security measures.

- 20.5. Without prejudice to other rights and remedies SIEMENS ENERGY may have, SIEMENS ENERGY may terminate the contract if in case of breach of any of these obligations by the Supplier. If, however, the Supplier's breach of duty is capable of remedy, SIEMENS ENERGY may terminate the contract only if the Supplier has failed to comply with a period granted by SIEMENS ENERGY for remedying its breach of contract.
- 20.6. If requested by SIEMENS ENERGY, the Supplier shall not more than once a year either – at its option– provide SIEMENS ENERGY with (i) a written self-assessment in the form provided by SIEMENS ENERGY, or (ii) a written report approved by SIEMENS ENERGY describing the actions taken or to be taken by the Supplier to assure compliance with the Code of Conduct.
- 20.7. SIEMENS ENERGY and its authorized agents and representatives and/or a third party appointed by SIEMENS ENERGY and reasonably acceptable to Supplier, shall be entitled (but not obliged) to conduct – also at suppliers' premises – inspections in order to verify suppliers' compliance with the contractual obligations, in particular with the Code of Conduct.

Any such inspection may only be conducted upon prior written notice of SIEMENS ENERGY, during regular business hours, 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 inspections conducted. Each party shall bear its expenses in connection with such inspection. 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.

- 20.8. In addition to any other rights and remedies SIEMENS ENERGY may have, in the event of (i) supplier's material or repeated failure to comply with the Code of Conduct or (ii) supplier's denial of SIEMENS ENERGY' right of inspection as provided for in article 20.7., after providing the Supplier reasonable notice and a reasonable opportunity to remedy, SIEMENS ENERGY may terminate this agreement and/or any purchase order issued hereunder without any liability whatsoever.

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct's environmental protection requirements.

- 20.9. SIEMENS ENERGY is granted with the right of direct monetary remuneration by the Supplier, on the basis of an invoice due for payment within 7 days, in the amount determined by SIEMENS ENERGY at its sole discretion for each case of breach of the provisions of this Article by the Supplier. The Supplier waives its right to contest such invoice issued by SIEMENS ENERGY. In the event of such breach, SIEMENS ENERGY is authorized to terminate the Contract and take any other measures, at its sole discretion. This right does not in any way affect SIEMENS ENERGY ' right to compensation for damages or any other right deriving from the Supplier's behaviour contrary to the statutory or contractual health and safety provisions.

21. Environmental Health and Safety

- 21.1. The Supplier shall comply with all legal provisions on health and safety and shall make his best efforts a) to remove threats to the health and safety of persons employed by the Supplier and Supplier's direct or indirect Sub-supplier responsible for the performance of works ("personnel") and b) to ensure that no person who is authorized to be on a construction site, including personnel, SIEMENS ENERGY personnel and visitors is injured.
- 21.2. Prior to the start of works, the Supplier shall: 1) provide SIEMENS ENERGY with a risk assessment prepared for that specific site in written form that a) analyses any potential threats

to the health and safety of personnel which may arise from the performance of works and b) determines measures, deadlines and responsible persons to remove such threats; 2) provide SIEMENS ENERGY with a EHS Plan/Plan of work execution prepared for that specific site, in written form, in accordance with provisions of the relevant national bylaw. Both documents must cover all Contractor's work activities (his own and his subcontractor's).

21.3. The Supplier shall ensure that all personnel, prior to the start of works, participates in specific training organised for that construction site which must be documented in written form, and that the same personnel is equipped with appropriate personal protective equipment and other equipment. The Supplier shall ensure that the personnel uses that personal protective equipment and other equipment and that the equipment is maintained in good condition at all times, have appropriate certificates and, if necessary, replace them with new ones.

21.4 In accordance with the Occupational Health and Safety Act, Environment Act, and Fire Protection Act, the Supplier is obliged to comply with the regulations and the organisation of occupational health and safety on the joint construction site, regulating any mutual rights, obligations and responsibilities of the Buyer and the Supplier with respect to occupational health and safety.

The Supplier undertakes:

- to ensure the work of its foreign employees, with a work permit in accordance with existing legal regulations;
- to conclude a Work Contract or Temporary Service Contract with each employee in writing;
- to register its employees with the authorities regulating health, pension and disability insurance;
- to pay a special contribution for employees in the event of a work-related injury or occupational disease in accordance with the Health Insurance Act;
- that the employees assigned to jobs with specific working conditions meet the specific requirements in accordance with the provisions of the Occupational Health and Safety Act and the Ordinance on Jobs with Specific Working Conditions;
- that the employees are trained in workplace safety in accordance with the Occupational Health and Safety Act, and that they perform their work tasks and assignments with due care taking into account their own health and safety and the health and safety of other persons who may be endangered by their actions or misconduct;
- to ensure that the resources, personal protective equipment and place of work used are at all times safe, maintained, adapted for work and in working condition, and the machinery and mechanical devices with an increased risk have been tested in accordance with the Occupational Health and Safety Act and the regulations adopted on the basis of the Act;
- to organise and implement occupational health and safety prevention in all aspects of work organisation, work procedures, and workflow management, while organising the highest possible level of workplace health and safety, as well as determining the performance of health and safety activities in accordance with risk assessment, the status of health and safety and the number of employees;
- to implement all occupational health and safety measures, environmental protection measures and fire protection measures in force during the execution of works, in accordance with the Occupational Health and Safety Act, Fire Protection Act, Environmental Protection Act and the related Ordinances.

In addition to the aforementioned documents, the Supplier especially undertakes to deliver the following documents:

- Risk assessment of workplaces at the temporary construction site;
- Employment documents: registration, work permits and residence permits for Croatia;
- Medical certificates for jobs with specific working conditions – issued by an occupational health service in Croatia;
- Evidence of workplace safety training for the jobs performed by the employees (certificate in theory and practice) – issued by an authorised organisation in Croatia or by the employer if he has valid authorisation for such purpose;

- Evidence of initial fire extinguishing training – issued by an authorised organisation in Croatia;
- Evidence of first-aid training (1 per 20 employees, and 1 per every additional 50 employees) – issued by the Red Cross or an occupational health service or by the employer if he has valid authorisation for such purpose;
- Evidence of health and safety training for an authorised person (authorised person on a construction site) – issued by an authorised organisation in Croatia or by the employer if he has valid authorisation for such purpose;
- Evidence of testing machinery (devices) with increased risk – issued by an authorised organisation in Croatia (if any) ;
- Type approval certificates and instructions for safe operation for any equipment used (kits, personal protective equipment, operating procedures).

In the event of breach of the above clauses by the Supplier, the Buyer shall have the right to compensation for any damage which may arise thereto on the basis of administrative, criminal and civil liability, and shall constitute reasonable grounds for the termination of the Contract by the Buyer, the completion of work by a different supplier at the expense of the Supplier under Contract, and compensation for any damage to the Buyer resulting from the termination of Contract due to the fault of the Supplier.

The Supplier shall comply with all the statutory provisions on occupational health and safety and shall make every effort to: a) eliminate the danger to the health and safety of the employees of the Contractor and the Contractor's direct and indirect subcontractors in charge of the execution of services ("staff"); and b) ensure that no person authorised to be on site, including the staff, the Buyer's staff and visitors, is injured.

Prior to the commencement of services, the Supplier will give the Buyer a written risk assessment which a) analyses all potential health and safety hazards that might result from the performance of services, and b) determines the measures to address such hazards.

The Supplier will ensure that all staff receive training specific to their place of work and that the same staff, prior to the commencement of services, receive the appropriate personal protective equipment. The Supplier will ensure that staff use the personal protective equipment they receive and that they are kept in good condition at all times.

- 21.5. SIEMENS ENERGY reserves the right, at its sole discretion and at any moment, to remove any personnel from the construction site and/or suspend the performance of works for health and safety reasons, in which case SIEMENS ENERGY shall bear no liability or any other consequences.
- 21.6. The Supplier shall appoint an expert as its representative for environment, health and safety and fire safety ("the Supplier's EHS representative") and shall ensure that the Supplier's EHS representative participates in discussions related to safety which will periodically be organized by SIEMENS ENERGY.
- 21.7. The Supplier shall regularly monitor compliance with the legal provisions as well as provisions in the field of occupational health and safety, fire safety and environmental protection defined in the contract and in the internal rules of the End Customer. In addition, Supplier shall a) periodically conduct site visits, known as Safety Walk and Talk (hr: Sigurnosni obilasci i razgovori), b) ensure communication of Stop Work Authority rule in case of identified danger (hr: Pravo na obustavu rada u slučaju opasnosti), c) ensure communication of forbidden work regulations in areas for which Work Permit is not issued, d) communicate to all workers that SIEMENS ENERGY must be informed about each Work order, i.e. the work activity must not start without prior approval by the SIEMENS ENERGY responsible person.

In due course, before conducting site visits, the Supplier may invite SIEMENS ENERGY to participate in the visits. If the Supplier finds non-compliance with the provisions on health and safety, compliance has to be established without delay and SIEMENS ENERGY has to be

informed on the findings and status of actions taken by the Supplier in order to achieve compliance.

- 21.8 The SIEMENS ENERGY Zero Harm Framework (“SE Zero Harm Framework”) promotes a culture where health, safety and environment are an integral part of SIEMENS ENERGY principles and behaviours at all levels of the organisation. The approach demonstrates that nothing is more important than making sure that SIEMENS ENERGY does everything it can to protect the health and safety of its employees, contractors and to protect the environment. Supplier, contractors and subcontractors are required to support and engage with SE Zero Harm Framework at the work location and with any initiatives or programs aimed at improving health, safety, the working environment and EHS performance standards. This may include, for example, participation and attendance at workshops, safety stand-down days, safe start induction, awareness training, briefings, toolbox talks etc. Notwithstanding the right to terminate the contract in accordance with Article 21.15, SIEMENS ENERGY reserves the right to stop work and to suspend, exclude or ban from any SIEMENS ENERGY site, any individual(s) for a violation of the EHS Plan, SE Zero Harm Framework, customer rules, contractor EHS requirements, site rules and / or local laws and regulations.

The suspension, exclusion or ban will also apply to situations where verbal or written instructions issued by the Supplier are determined by SE to be in conflict with any of the above.

The suspension, exclusion or ban is valid for a period of time as determined by SIEMENS ENERGY, based on the findings of including an assessment on the extent of culpability of any individual(s), and actions to be undertaken by the Supplier to correct the unwanted behaviour.

- 21.9. Upon the request of SIEMENS ENERGY, the Supplier shall immediately allow SIEMENS ENERGY to access the Supplier’s documents which refer to health and safety, fire safety and environment protection, and relate to the works.
- 21.10. In the event of an incident which leads to a) the death of any one member of personnel or b) serious injury which includes more than one day of incapacity to work of any one member of personnel or c) more than three workers put in hospitals, d) an injury that requires medical attention the Supplier shall immediately notify SIEMENS ENERGY and shall, without delay, 1) provide first aid to injured persons and secure the location of the incident 2) conduct an analysis of the basic cause of the incident, 3) determine appropriate measures in order to prevent similar incidents in the future, 4) define time-limits and responsible persons for measures to be carried out and 5) submit a written report to SIEMENS ENERGY within one week from the incident which contains sufficient details on the basic cause of the incident, the measures determined and the time-limits defined. The Supplier shall support any additional investigations that might be carried out by SIEMENS ENERGY.
- 21.11. SIEMENS ENERGY and its authorized persons and representatives and/or a third party designated by SIEMENS ENERGY have the right (but not the obligation) to perform – including at the Supplier’s premises – an Audit to evaluate the Supplier’s environmental, health and safety management system, including controls of appropriate documents and, in case of deficiencies classified as serious by SIEMENS ENERGY, defining of remedial measures.

Such Audit may only be conducted by SIEMENS ENERGY with prior written notice, during regular business hours, in accordance with applicable data protection law, and shall not unreasonably interfere with Supplier’s business activities or violate any vendor confidentiality agreement with third parties. The Supplier undertakes to cooperate reasonably during each performed Audit.

- 21.12. If the Audit is caused by serious incident described in clause 21.10 or by continuous or recurring environmental and occupational health and safety deficiencies, the cost of that Audit and any

delay in the provision of SIEMENS ENERGY services to the End Customer shall be borne by the Supplier.

- 21.13. When SIEMENS ENERGY prepares a document related to health and safety on a construction site ("EHS Plan/Plan of work execution"), SIEMENS ENERGY will provide a copy of it for the Supplier. The Supplier shall confirm the receipt of the document in writing and act in accordance with the provisions contained therein. The same applies to the amendments to the EHS Plan/Plan of work execution which SIEMENS ENERGY may carry out when deemed necessary. The Supplier shall ensure that its direct or indirect Sub-suppliers, with which the Supplier contracted works, commit to conduct in compliance with the EHS Plan/Plan of work execution and its amendments.
- 21.14. The Supplier shall plan, prepare and implement operating procedures, as well as develop and implement operating technologies in a manner that does not compromise the health and safety of employees, taking into account the highest level of protection against occupational risk, in accordance with the rules of occupational health and safety and other regulations, and shall ensure that only the employees who have received the appropriate instructions shall have access to places where there are serious and specific hazards. The above obligations can also be fulfilled through a Work Plan, in order for the Supplier to draft a work plan in accordance with the Occupational Health and Safety Act for the purpose of fulfilling and self-checking its obligations, regardless of the absence of the obligation.
- 21.15. In addition to all other rights, SIEMENS ENERGY may, in the event the Supplier violates legal and/or contractual provisions regarding health and safety or regularly performs works failing to comply with those provisions, including the provisions of this Section and the provisions of the EHS plan/Plan of work execution and SE Zero Harm Framework terminate this contract after the Supplier fails to correct the identified violations within a reasonable time-frame or prohibit access to Supplier's employees who frequently violate the rules, or suspend work until the non-compliance is remedied. In that case, SIEMENS ENERGY shall have no liability to the Supplier or any other third party nor any other consequences regarding the termination of this contract.
- 21.16. SIEMENS ENERGY is granted with the right of direct monetary remuneration by the Supplier, on the basis of an invoice due for payment within 7 days, in the amount determined by SIEMENS ENERGY at its sole discretion for each case of breach of the statutory or contractual health and safety provisions by the Supplier. The Supplier waives its right to contest such invoice issued by SIEMENS ENERGY. In the event of such breach, SIEMENS ENERGY is authorized to terminate the Contract and take any other measures, at its sole discretion. This right does not in any way affect SIEMENS ENERGY ' right to compensation for damages or any other right deriving from the Supplier's behaviour contrary to the statutory or contractual health and safety provisions.

Siemens Energy Code of Conduct

for Suppliers and Third-Party Intermediaries

This Code of Conduct defines the basic requirements placed on the suppliers and third-party intermediaries of Siemens Energy concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third-party intermediary declares herewith to:

Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.

Human Rights

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations. Heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders, such as women, children or migrant workers, or of (indigenous) communities.

- Prohibition of Forced Labor
 - Neither use nor contribute to slavery, servitude, forced or compulsory labor, oppression, exploitation and human trafficking.
- Prohibition of Child Labor
 - Employ no workers under the age of which compulsory schooling ends according to the law of the place of employment, provided that the age of employment is not less than 15 years or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
 - Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.
- Non-Discrimination and Respect in employment
 - Ensure equal treatment of employees, irrespective of skin color, race, nationality, ethnicity, social background, health status, disabilities, gender, sexual identity and orientation, marital status, political opinion, ideological or religious conviction, belief, or age, and promote their equal opportunities.
 - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
 - Refrain from unnecessary restriction on freedom of movement, except for safety and security requirements.
- Freedom of association and collective bargaining
 - Recognize the legal rights of workers to form or join trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
- Working Hours & Wages for Employees
 - Adhere to all applicable working-hours and rest breaks regulations.
 - Pay fair, at least minimum, wages required by applicable law.
 - In the event of cross-border personnel deployment adhere to all applicable legal requirements.

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- Life, Health & Safety of Employees
 - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions and, where applicable, adequate accommodation to safeguard health and wellbeing of employees.
 - Provide training and instruction to ensure employees are educated in health and safety issues.
 - Establish and apply a reasonable occupational health & safety management system¹.

- Impact on communities
 - Refrain from unlawful eviction and / or unlawful deprivation of land, forests and waters.

- Security Forces
- When using private or state security forces, ensure that the human rights of employees and other rights holders are respected (in particular, no use of physical or psychological force, except in case of legitimate self-defense).

Environmental and Climate Protection. Protection of Natural Resources

- Act in accordance with the applicable statutory and international standards regarding the environment.
- Minimize environmental pollution and make continuous improvements in environmental protection.
- Establish a reasonable environmental management system¹.
- Not cause harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption, which significantly impairs the basic existential needs or harms the health of a person.
- Reduce waste and ensure their proper treatment and disposal.

Fair Operating Practices

- Anti-Corruption and Bribery
 - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.

- Fair Competition, Anti-Trust Laws and Intellectual Property Rights
 - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
 - Respect the intellectual property rights of others.

- Conflicts of Interest
 - Avoid and/or disclose internally and to Siemens Energy all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.

- Anti-Money Laundering, Terrorism Financing
 - Not directly or indirectly facilitate money laundering or terrorism financing.

- Data Privacy and Cybersecurity
 - Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
 - Commit to have an adequate Cybersecurity management framework established in its organization based on good industry practice, to ensure the confidentiality, authenticity, integrity, and availability of data, processes, products, systems and services.

- Foreign Trade Regulations
Comply with the applicable export, import, customs and foreign trade regulations.

Responsible Minerals Sourcing

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

Grievance Mechanism

- Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.
- Ensure protection of reporters or whistleblowers against any kind of retaliation.

Supply Chain

- Take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

¹<https://www.siemens-energy.com/global/en/company/about/supply-chain-management/sustainability-in-the-supply-chain/ehs-management-systeme.html>