SIEMENS energy

Conditions of Purchase
Status: October, 2025

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

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

1. DEFINITIONS
1.1. Assets: It includes equipment, products, goods and/or materials that, by virtue of the PO, the Supplier must deliver to the Buyer or Principal.
1.2. Principal: If any, as stipulated by the PO, it is the end customer with whom Siemens has established a contractual relationship for the delivery of Assets and/or the performance of services and/or the execution of a work, within which the works and/or Assets detailed in the PO by the Supplier are included.
1.3. Buyer / Siemens: It means Siemens Energy S.A., Unique Tax Registry Number 217538750011, domiciled at Ciudad de Guayaquil 1306, Montevideo, Uruguay.
1.4. Complementary Conditions to the PO/Conditions: It means this document that, as Annex A, is part of the PO.
1.5. Particular Conditions: It means the particular or specific conditions, or as otherwise named, that precisely and specifically govern the relationship between Siemens and the Supplier, provided they are stipulated by mutual agreement and in writing in a separate document. If any, they are quoted in the wording of the PO and are an integral part thereto.
1.6. PO: It means the PO, hereinafter "PO", mentioned in the title of this document, and its Annexes, which are an integral part thereto, and that, together with the Particular Conditions, govern the rights and obligations of each Party.
1.7. Parties: It means the Buyer and the Supplier jointly.
1.8. Supplier Personnel: To the purpose of this document, it is the personnel working for the Supplier, the personnel of Supplier's eventual sub-contractors, and any other person that, in any way, acts, directly or indirectly, for the Supplier during the execution of the purpose of the PO.
1.9. Price: It means the total price stipulated in the PO for the execution of services and/or works, and/or the provision of Assets subject matter thereof.
1.10. Supplier: It means the recipient of the PO and, thus, bound to the execution of services and/or works, and/or the provision of the Assets subject matter thereof.
1.11. Services/Works: It means the tasks and performance mandated by the Buyer to the Supplier by means of the PO.
1.12. Site: It means the site where the Assets shall be delivered to and/or where the services or works shall be executed, subject matter of the PO, which is identified therein.

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

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

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

5. ASSIGNMENT AND SUBCONTRACTING ASSIGNMENT OF INVOICES
5.1. The rights and obligations assumed by the Supplier by virtue of the PO shall not be assigned, fully or partially, without the previous written approval by Siemens. Even when the assignment were authorized by Siemens, in no case shall the assigning Supplier be fully released from the liability in case of non-compliance by the assignee, and Siemens shall keep Siemens all actions and rights against the assigning Supplier. The Supplier shall only be able to subcontract the Services or Assets hired under the PO above without the previous, written approval by Siemens. In case of approving sub-contracting, in no case shall Siemens be bound *vis-à-vis* Supplier's sub-contractor or liable under any concept. The contractual relationship shall be directly concluded between the Supplier and the eventual sub-contractor, and the termination of the PO for any reason shall imply the automatic termination of all eventual sub-contracts, except if Siemens stipulated otherwise. Likewise, the Supplier shall remain jointly, severally, and unlimitedly bound as regards the PO together with the eventual sub-contractor or assignee *vis-à-vis* the Buyer. The Supplier shall clarify this in all documents binding subcontractors. As a condition therefor, without prejudice to other requirements demanded in each case, the Supplier shall obtain from the possible subcontractor a note addressed to Siemens and signed by subcontractor's legal representative waiving its right to bring any of the direct actions stipulated in Article 1851 of Uruguay Civil Code against Siemens and/or the Principal. Likewise, said note shall include subcontractor's acceptance that the contract concluded with the Supplier may be assigned to Siemens should the PO with the Supplier be terminated.
5.2. The total or partial subcontracting or assignment of the obligations and/or rights assumed without Siemens' previous written authorization shall enable Siemens to revoke, annul or render void, totally or partially, the PO or to terminate the contractual relationship with the Supplier and to claim the damages it might have suffered.
5.3 The Supplier shall not be able to assign the invoices issued to Siemens under the PO to third parties without the express, written approval by Siemens.
5.4. Siemens shall have the right to assign its contractual positions, debits, credits or any obligation and/or right, totally or partially, derived from the contractual relationship: (i) without the previous authorization by or communication to the Buyer when the assignment were made to any company of the Siemens Group; or (ii) without the previous authorization by the Supplier, but with a previous communication thereto, in any other case.

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

7. ELEMENTS AND MATERIALS PROVIDED BY THE BUYER
7.1. The tools, equipment, drawings, standards, samples, guides, molds, models, materials, etc. (hereinafter, "Elements") that the Buyer provides the Supplier shall remain the sole property of the Buyer, applying the provisions on Clause 8 (Confidentiality), and shall not be assigned or delivered under any legal form to any third party without Buyer's previous written authorization. As of the delivery to the Supplier, the Supplier shall be responsible for safekeeping and maintaining thereof in perfect conditions, being liable for damages or loses. Likewise, the Elements shall be only used to execute the PO or works hired by Siemens from the Supplier.
7.2. The Supplier shall not withhold any of the Elements or any other asset that may have been delivered or to be delivered in the future to the Supplier, whether under this PO or any other contractual relationship concluded between the Parties.

8. CONFIDENTIALITY
The Supplier is bound to keep confidentiality on all the information provided by Siemens for the execution of the POs issued by Siemens, and to use it only for the execution thereof. Should the transfer of said information to third parties be

necessary, Siemens' previous authorization shall be required. The Supplier shall be liable for any non-compliance with the confidentiality obligations derived hereunder by its affiliates, representatives, employees or subcontractors. The breach of confidentiality or the misuse of the information shall empower the injured party to claim an indemnity. Should the information be submitted to a competent authority upon Siemens' request or whenever said information were publicly available due to causes non-attributable to the receiving party, it shall not be considered a breach to confidentiality. The Supplier shall not acquire the property or right of use regarding the information provided by Siemens.

9. N/A

10. PLACE OF DELIVERY OR EXECUTION

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

11. PACKING AND TRANSPORT

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

12. DELIVERY OR EXECUTION TERM

12.1. The delivery date of the Assets and/or the execution of the Services shall be that of the reception at the destination/delivery Site, pursuant to Incoterms® 2020, previously agreed with the Principal, which shall be stipulated in the applicable PO. For deliveries involving installation, commissioning, and/or rectification services, the delivery date shall be the date of acceptance by the Principal.
12.2. The delivery terms for Assets and/or the execution of Services/Works are stipulated in the PO or in the Particular Conditions, and shall be strictly complied with by the Supplier, except in case of Acts of God or Force Majeure acknowledged by the Buyer, pursuant to the procedure stipulated in Clause 14 herein. The delay in the delivery term and/or in the total or partial execution shall be automatic, without previous requirement for notices through courts or otherwise, and shall be considered a fundamental and material breach, punished with the penalties stipulated in Clause 13, without prejudice to other legal and contractual consequences that may apply, such as the termination of the contractual relationship, among others.
12.3. Should the Supplier not comply with partial terms (if agreed upon in the PO or the Particular Conditions) or the full term for delivery or execution, or should the Buyer reasonably prove that, due to the status of the execution or advancement of the Assets, Services or tasks under the PO, the Supplier shall not comply with the agreed term, the Buyer shall be entitled to implement any of the following solutions, individually or jointly:
a) Terminate the PO with the right to an indemnity by the Supplier due to the damages it may have suffered.
b) Procure the hired Assets and/or Services from third parties bearing the Supplier the increased costs as well as the damages suffered by Siemens.
c) In the case of delayed terms, to apply the penalties stipulated in Clause 13. The application of penalties shall not prevent the Buyer the possibility to terminate the PO at any time, as stipulated in item a) above.
12.4. The payment of any special bonus for the delivery of Assets and/or the execution of Services/Works before the agreed date is not stipulated in the PO.
12.5. In no case shall an increase of price be accepted for the delivery or execution of the subject matter of the PO after the agreed date, even if the delay arose due to replacement of packing conditions, damages, etc.

13. PENALTIES

13.1 In case of non-compliance, the Buyer shall be enabled to apply the Supplier any of the obligations stipulated in the PO, detailed in this Clause:
13.1.1 Due to delays in the compliance with the delivery term of Assets and/or the execution of Services/Works, a fine equivalent to two percent (2%) of the total amount of the PO per week or fraction greater than three (3) running days between the delivery and/or real and total completion, and the delivery terms and/or the execution (total or partial) stipulated in the PO.
13.1.2 Due to the unjustified interruption or suspension of the execution of the obligations during three (3) or more consecutive days, a fine equivalent to two percent (2%) of the price of the PO per week or fraction greater than three (3) running days of interruption or suspension. This penalty shall apply without prejudice to that applicable for the possible delay in the delivery and/or execution of the provision caused by the suspension.
13.1.3 In case of a non-compliance with a Service Order issued by the Buyer, a fine equivalent to two percent (2%) of the price of the PO shall be applied per each day of non-compliance.
13.2 When the penalties exceed twenty percent (20%) of the Price of the PO, the Buyer may choose to straightly terminate, in which case the Supplier shall pay the penalties applied up to the termination and comply with the obligations stipulated in Clause 21 herein.
13.3 The Buyer may apply the Supplier fines for other non-compliances, provided they are stipulated in PO or the Particular Conditions.
13.4 Apart from the penalties stipulated herein, the Supplier shall bear the fines applied to the Buyer by the Principal due to acts, omissions and/or non-compliance attributable to the Supplier. In that case, the Buyer shall only pass the penalties or the amount thereof onto the Supplier, who shall settle them within the term imposed to the Buyer by the Principal, paying the applicable penalty. Non-compliance with this obligation shall be deemed a fundamental breach, and the Buyer shall bear the damages caused, without prejudice to its obligation to reimburse the amount that the Buyer would have paid to the Principal plus the applicable interests.
13.5 The Buyer shall be entitled to deduct or compensate the amounts of the fines stipulated in Clause 13 (including those mentioned in 13.4) from: (i) any amount owed to the Supplier under any concept; and/or (ii) any guarantee, if granted by the Supplier, pursuant to the provisions of the PO.
13.6 The application of the penalties described in this clause shall not release the Supplier from the compliance with the obligation assumed under the PO or the liability for the damages that may eventually arise from non-compliances or partial or defective compliances.

14. ACT OF GOD AND FORCE MAJEURE

14.1 Acts of God and Force Majeure shall be physically and/or legally impossible facts, as stipulated in Article No. 1549 of Uruguay Civil Code, that affect the Supplier and that prevent it from complying with its obligations. The effects of Force Majeure are those stipulated in Uruguay Civil Code. Conversely, the cases stipulated in Article No. 1343 of Uruguay Civil Code shall not be construed as Acts of God and Force Majeure.
14.2 Should any of the events stipulated in the mentioned regulations occur, the Supplier shall communicate the Buyer in writing within seventy-two (72) hours after the event occurred, having the Supplier to provide proof of the existence and effects thereof. Failure to provide due notice to the Buyer as above-mentioned, the Supplier shall lose the right to invoke Force Majeure and to request an extension of the delivery or execution term.

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

15.1 Delivery of Assets
15.1.2 The Assets shall not be deemed delivered or its acceptance shall not be assumed until the Buyer performed the previous inspection within a reasonable period as of the reception on site, and granted or issued the acceptance. Should the acceptance by the Principal be necessary, the Assets shall not be deemed delivered until having Principal's acceptance. In case of any disagreement with the provision because it does not fit the conditions stipulated in the PO, the Buyer shall return it to the Supplier, who shall bear the expenses generated by said return, and pay the applicable penalties and damages, apart from issuing and sending the Buyer the Credit Note for the returned Assets.
15.1.3. The verification, acceptance and/or reception of the Assets by Siemens and, if applicable, the Principal, shall not release the Supplier from the responsibility of complying with quality demands or otherwise stipulated by the applicable legislation.
15.2. Acceptance of the Services
15.2.1. The Services/Works performed by the Supplier shall only be deemed received by the Buyer on the date of issuance of the pertaining provisional acceptance certificate, which shall be issued by the Buyer once the Services/Works are completed to its full satisfaction.
15.2.2. If the Services/Works must be accepted by the Principal, the Buyer shall not be bound to grant the provisional acceptance certificate therefor until the Principal received them to its satisfaction.
15.2.3. The warranty shall be valid as of the date of the provisional acceptance certificate.
15.3 Warranty for Assets and/or Services
15.3.1. The warranty term for Assets and/or Services shall be that stipulated in the Particular Conditions or the PO. If said documents fail to determine a term, the warranty term shall be twelve (12) months as of the delivery and acceptance of the Assets and/or the provisional Acceptance of Services/Works, as applicable in each case.
15.3.2. While the warranty is in force, the Supplier shall bear, to Buyer's satisfaction, all repairs and replacements to the Assets and/or Services/Works that have defects, flaws or damages of any kind. Once the repair or replacement is performed, a new warranty term shall begin for the repaired or replaced part or piece for another twelve (12) months.

16. SUPPLIER PERSONNEL

The Supplier:
16.1. It must comply with all the obligations stipulated by the labor regulations in force in terms of working hours, schedules, salaries, social security, etc. for Supplier Personnel.
16.2. It shall be the only responsible for the compliance with labor, social security, pension, hygiene and safety at work, tax, mandatory insurance against accidents at work and occupational diseases, and consequences derived from accidents at work regulations and obligations as regards Supplier Personnel. It shall demand possible sub-contractors to assume the same responsibilities and compliance with said legislation.
16.3. It shall be the only responsible party for any accident that may occur to the Supplier Personnel. Securing mandatory insurance policies shall not exempt the Supplier from its liability *vis-à-vis* Siemens.
16.4. It shall be exclusively responsible to implement all safety regulations and standards stipulated by the legislation in force, as well as Buyer and Principal's internal regulations related to these matters as duly notified. It shall take all necessary measures to prevent accidents at work for Supplier Personnel, being the sole legal responsible and having to comply with all related legal proceedings should any accident occur.
16.5. The Supplier shall be bound to keep Siemens harmless from any sum that it may eventually bear regarding any court and/or out-of-court or administrative action, cost, loss, interest and/or damage arising from the claims brought by Supplier Personnel or the personnel hired to perform the Service, whether individuals, groups of individuals, contractors and/or subcontractors that perform, performed or will perform in the future services for the Supplier regarding the Services (civil and/or commercial and/or labor and/or social security and/or fiscal and/or tax). It is hereby expressed that this indemnity also includes claims for accidents at work, professional diseases, and grounded damages (including moral

damage), as regards labor and retirement regulations, as well as ordinary law provisions (Civil Code). The Supplier shall have the same indemnity obligation *vis-à-vis* Siemens if the Banco de Previsión Social ("BPS", Social Security Office) or other social security-related body impose fines, penalties or any other charge on Siemens associated to the personnel hired to perform the contracted Service. This indemnity obligation shall also apply if the Ministry of Labor and Social Security ("MTSS") imposes penalties on Siemens due to non-compliance with Supplier's labor obligations. This indemnity obligation shall also apply if : i) the BSE determines that Siemens has any debt for premiums, sanctions or recoveries; ii) an employee of the Supplier, a successor of the employee or any other third party claims Siemens liability in a case of accident at work or professional disease.

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

17. DOCUMENTATION TO BE SUBMITTED BY THE SUPPLIER

17.1. As a previous condition for the payment of any invoice, the Supplier shall submit the Buyer, or the person appointed thereby, the documentation stipulated in the particular conditions, for example, among others: List of Supplier Personnel assigned to the Services; MTSS's Labor Control Sheets; BSE's insurance policies for accidents at work and professional diseases detailing personnel, coverage, and proof of payment; BSP, BSE and Tax Bureau valid certificates; Personnel's salary receipts signed by the employees; statements of the work record submitted at the BPS; and payments of the applicable social security obligations.

17.2. Except if the PO stipulated a different domicile, the Supplier shall send every month, and within the first 5 days of the following applicable month, the documents identified in this Clause 17.

17.3. The Supplier shall send to Siemens monthly, whenever stipulated in the PO, a copy of the documents supporting the legal compliance with tax, labor, pension, and safety at work obligations.

17.4. Requirements for Companies:

- List of employees assigned to the service including name, surname and national ID number (with hires and layoffs during the applicable period).
- Copy of the signed salary slips (of the employees assigned to the service).
- Copy of the proof of payment of Social Security obligations for the employees assigned to the service.
- Proof of securing BSE's Insurance for Accidents at Work and Professional Diseases, and proof of payment thereof.
- Labor Control Sheet with acceptance certificate by the MTSS.
- Company's registration form at the BPS and DGI (tax bureau).
- Monthly work records submitted to the BPS.
- Copies of sick leave certificates by the employees assigned to the service (if applicable).
- Copies of the requests for maternity allowance by the employees assigned to the service (if applicable).
- Copies of the unemployment insurance forms by the employees assigned to the service (if applicable).
- Copies of the files brought by the BPS related to the social security contributions of the employees assigned to the service.
- Copies of the reports of accidents at work by the employees assigned to the service (if applicable).
- Copies of the files of recovery actions brought by the BSE against the company, if any, or letter of the company informing that there are no recovery actions or any other undergoing procedure regarding accidents at work, professional diseases or sanctions pending payment.
- Copy of the health record of the employees assigned to the service.

17.5. Requirements for Cooperatives

- Payroll of the personnel assigned to the services related to Siemens and the applicable RUT number (Tax ID).
- Monthly payment slip of the applicable tax category as sole proprietor or self-employed worker of each partner.
- Monthly repayment received per partner (social contribution).

17.6. Valid policy and proof of payment of the Accidents at Work and Professional Diseases Insurance Policy. It is hereby expressed that Siemens may, at any time, request the original documents by means of an external authorized consulting firm in the name of Siemens, and assess if the Supplier has the suitable and efficient labor structure to provide the Services and/or Assets in due time and manner, to guarantee the quality of the service and a good business relationship.

17.7. Requirement of the Construction Industry: Before the beginning of the Services, the Supplier shall submit Siemens the registration certificate at the Construction Registry that operates in the BPS, and the National Registry of Construction Works and Traceability of the MTSS, if applicable.

17.8. Bylaws: If the Supplier were an artificial person, before the beginning of the Services or Provisions, it shall submit corporation's articles of association or bylaws, as approved by the National Internal Audit Office, registered at the National Registry of Commerce and publication thereof in the Official Gazette, and in any other national body as applicable.

17.9. Sole Proprietorship or Self-employed Workers: If the Supplier were a sole proprietorship or a self-employed worker ("*monotributista*", in Spanish) it shall submit proof of a valid insurance of accidents at work and professional diseases by the BSE, as stipulated by Act 16,074. This obligation shall also apply for the personnel that performs services to the cooperative Supplier. It shall also submit:

- Registration at the DGI/BPS as Sole Proprietorship / Self-employed.
- Monthly payment slip of the applicable tax category as Sole Proprietorship / Self-employed. It shall comply with the stipulations in Clause 17.2.
- Bi-monthly payment slip of the Income Tax, if applicable.
- Certificate of a bank account.

17.10 Occupational Health and Safety

17.10.1 In terms of Occupational Health and Safety:

a) The Supplier shall comply with all legislations, regulations and provision in force (Acts 16,074, Decrees 406/988, and any other future complement or modification thereof).

b) The Supplier shall define with Siemens or the Principal the disposal of any type of waste generated in the site during the performance of the Services, before the beginning of the Services.

c) At each visit of Principal's Occupational Health and Safety Manager to the site, said Manager shall record in the site log the visit and, once a month, send Siemens' HR Occupational Health and Safety a signed sheet recording, at least, the tasks performed and the duration of each visit.

d) The Supplier shall make sure that Supplier Personnel wears the helmet and/or shirt with the logo of the company they represent, as well as all other personal protection equipment. It shall also make sure that operators that do not wear or have safety boots and helmet are immediately released from the work and applied the appropriate sanction.

In the case of shirts, trousers and eye protection, a joint assessment with the Safety at Work Service shall be performed.

In the case of gloves, there shall be 24 hours for the replacement thereof, if not, Siemens shall do it, deducting it from the certification at the end of the month.

e) All cranes and forklifts shall have a valid technical inspection, and the seat thereof shall be equipped with safety belt, roll-over bar, alarm, reverse lights, first-aid kit, fire extinguisher, and the driver shall have the applicable license.

f) Fire prevention. Extinguishers shall be fully loaded. Should any equipment be unloaded equipment, 48 hours will be given to reload it, after said period, Siemens shall assume the responsibility, deducting it from the certification.

All fire risk signals shall be observed at all times at the site, consulting in case of any doubt as regards the interpretation thereof.

g) The personnel shall wear tags including name, surname, name of the company, blood type, and emergency phone number in case of accidents.

h) Safety Onboarding Course. All Supplier's Personnel, without exception, before performing the Services, shall take the onboarding course that shall be given by Siemens or the Principal's safety staff. Without the duly authorized permit, as stipulated by the legislation, no person shall enter the worksite or workplace. This information shall be requested by the Supplier to its subcontractors, and the Supplier shall be responsible for subcontractor's compliance therewith.

i) Requirement for Medical Services. All personnel without exception shall have the pre-employment testing ready for the moment when Siemens Medical Service requests it or to be submitted when required by Siemens' clients. These tests also include medical check-ups as per the legislation in force according to the activity of each Principal.

At each visit of Principal's Occupational Health and Safety Manager to the site, said Manager shall record in the site log the visit and, once a month, send Siemens' HR Occupational Health and Safety a signed sheet recording, at least, the tasks performed and the duration of each visit.

j) Forty-eight hours before the execution of the Services, the Supplier shall submit to Siemens, Ciudad de Guayaquil 1306, the following documents:

- Copy of company's registration at the BPS.
- The unique certificate issued by the BPS providing evidence that the company is up to date with all obligations required by said body.
- Personnel payroll and new registrations for the purpose of the PO. This document must be updated with each hire and layoff.
- Registration certificate of the work at the BPS and MTSS.
- Safety and Hygiene Survey and Plan, if applicable, or certificate indicating that they do not apply.
- Personnel's training certificate, irrespective of the hierarchy. This certificate shall include the topics dealt with, and the signature of the trainee, as stipulated by the legislation in force. This also applies for self-employed and cooperatives' workers.
- Certificate of delivery of Personal Protection Equipment signed by the Safety and Hygiene Manager. This certificate shall be submitted by each of the persons entering the plant or

worksite. This also applies for self-employed and cooperatives' workers.
- List with updated address and telephone numbers of medical centers and ambulance services. This also applies for self-employed and cooperatives' workers.
- Emergency plan indicating how to proceed in case of fire and accidents. It shall be suited to Siemens' emergency plan. Said plan shall include, at least, telephone numbers and healthcare providers in case of accidents or diseases.
- Total list of tools and equipment to be used in the performance of the Services. These elements shall be controlled, and no element shall be authorized for entrance if presenting faults that may pose a risk.
- Certificate of the safety Onboarding Course signed in original by Supplier's legal representative and Occupational Health and Safety Manager. If applicable, the Supplier shall request in advance Principal's specific requirements in order submit the adequate documents and, thus, facilitate the entrance to the worksite, avoiding all possible shortcomings.

17.11. The Supplier shall be bound to comply with all EHS requirements stipulated by the legislation and defined in the document "Special Regulations for Collaborating Companies Regarding Environment and Occupational Safety and Health" (REECS, in Spanish), and "EHS Protocol and Instructions - COVID-19 Health Emergency" for this PO/Contract, as well as to comply with all other EHS annexes that this PO/Contract and Principal's EHS regulations apply. The Supplier shall also guarantee that its suppliers or sub-contractors also comply with the EHS obligations above-mentioned.
17.12. By accepting the PO, the Supplier acknowledges and declares the compliance with the obligations stipulated in Clause 17, which is essential to the purposes of the execution of the PO. Therefore, failing to comply with the submittal thereof in due time and manner, it may generate great economic damages to Siemens. Consequently, Supplier's non-compliance with the submittal of the mentioned documents in due time and manner, or if the documents submitted were wrong or unsuited to the applicable legislation, it shall be deemed as a severe fault, and Siemens shall be entitled to:
17.12.1. Withhold payments owed to the Supplier as stipulated in Clause 20 until the situation is remedied.
17.12.2 Terminate the PO on account of the Supplier, withholding also payments owed until determining the prejudices caused by the non-compliance.

If choosing to withhold payments as stipulated in item 17.12.1 above, and if the delay in the delivery of the documents exceeded 20 running days, Siemens shall be entitled to terminate the PO on Supplier's account, as stipulated in item 17.12.2.
If choosing to withhold payments, once the situation was remedied, the Supplier shall bear all related costs and amounts owed, without any adjustment, interest, fee and/or penalty.

18. INSURANCES
18.1. The Supplier shall secure and keep in force until the final completion of the Services or the final delivery thereof the following insurance policies with insurance companies registered at the Superintendence of Insurance of Uruguay Central Bank to Siemens full satisfaction. Should the Supplier fail to provide compliant insurance policies, Siemens shall be empowered to secure them, borne by the Supplier, or to terminate the PO due to Supplier's non-compliance.
18.2. If the Supplier sub-contracts works, the Supplier shall monitor and submit the insurance documentation of its sub-contractors, who, in turn, shall comply with the same insurance requirements and scopes as the Supplier. A non-compliance by the sub-contractor shall be deemed a non-compliance by the Supplier.
18.3. The policies to be secured are:
18.3.1. Insurance for Accidents at Work and Professional Diseases (Act 16,074) In all cases, the Supplier shall submit BSE's policy for accidents at work and professional diseases, detailing personnel, coverage and proof of payment thereof, as well as the certificate of no pending debt issued by said body.
18.3.3. Personal Accidents Insurance: If the Supplier is self-employed, it shall have a Personal Accident insurance with a coverage of, at least, $ 450,000, for death and total and partial disability, plus a sub-limit of, at least, $ 30,000 for medical assistance and pharmaceuticals, including the works activities and *in-itinere*. Siemens shall be the beneficiary of this insurance policy.
18.3.4. Civil Liability Insurance: The Supplier shall submit a Civil Liability policy for all the works to be performed, including coverage for sudden, unforeseen and accidental contamination and/or pollution. It shall also secure a policy over the assets under its responsibility, custody and control. The insured amount shall be in accordance with the risks implied for third parties due to the type of works involved; said amount shall not be under USD 1,000,000 (one million United Stated Dollars). The policy shall include a special clause with the following terms: "If a third party claims, directly or indirectly, Siemens due to an accident covered hereunder, Siemens shall be considered assured for said purpose. However, if the case is not the one above-mentioned, Siemens shall be considered a third party."
18.3.5. Automobile Insurance: If the use of vehicles were necessary, at least, a Civil Liability insurance policy shall be secured to cover all affected vehicles, including civil liability for transported and not transported third parties, and the load being transported. Coverage limits shall be, at least 6,000,000 Pesos for cars pickup trucks, and 18,000,000 Pesos for buses, trucks and trailers. It shall include a clause to extend the emerging civil liability for the entrance to oil fields with a limit of, at least, 4,000,000 Pesos (if applicable due to the activity to be performed). The policy shall include a special clause with the following terms: "The policy shall include Siemens as additional insured. However, if the case is not the one above-mentioned, Siemens shall be considered a third party."
18.3.6. Equipment of the Supplier or its Sub-contractors (Civil Liability): If the use of equipment property of the Supplier or its authorized sub-contractors were necessary (cranes, forklifts, etc.), there shall be minimum a technical insurance for all the equipment involved in the contract, covering also Civil Liability. The coverage limit for civil liability shall be, at least, the value of the equipment or USD 50,000 (fifty thousand United Stated Dollars). The policy shall include a special clause in favor of the Principal and the sub-contractors with the following terms: "If a third party claims, directly or indirectly, Siemens Energy S.A. due to an accident covered hereunder, Siemens Energy S.A. shall be considered assured for said purpose. However, if the case is not the one above-mentioned, Siemens Energy S.A. shall be considered a third party."
18.5. Irrespective of the aforementioned, regarding all insurance policies to be secured by the Supplier, it is stipulated that:
A) The Supplier shall submit Siemens, or the entity appointed thereby, all documentation related to the insurance, the validity thereof, the payment slips issued by the insurance companies, and any other documentation deemed necessary to cover this item, before the beginning of the works.
B) All insurance contracts shall include a clause by means of which no reduction, cancellation or expiration thereof shall be effective until thirty (30) days have passed from the date of notification of said reduction, cancellation or expiration to Siemens.
C) Waiver of subrogation rights. The insurance policies that cover the property of the Supplier shall have a waiver of subrogation in favor of Siemens.
18.6. The policies stipulated in this Clause 18 shall be secured with insurance companies authorized to operate in Uruguay (except in the case of accidents at work and professional diseases that shall be secured with the BSE).

19. INDEMNITY
19.1. The Supplier shall be responsible *vis-à-vis* Siemens in case of any administrative or court or out-of-court claim, or any other similar action brought by third parties, sub-contractors, unions, judicial entities, mutual societies, administrative authorities due to causes attributable to the Supplier, and shall keep Siemens fully harmless and compensate all damages Siemens may suffer.
19.2. The Supplier shall be responsible *vis-à-vis* Siemens in case of any administrative or court or out-of-court claim, or any other similar action brought by Supplier's sub-contractors or personnel by means of which it were demanded, claimed, or operated against Siemens for any reason. The Supplier shall be bound to keep Siemens fully harmless from the claim and/or action filed against it.
19.3. The Supplier shall keep Siemens harmless from any non-compliance with labor, pension, social security, safety and hygiene at work, tax, work insurance regulations as regards its personnel and sub-contractors.
19.4. The Supplier shall keep Siemens harmless from any claim, lawsuit and/or administrative or court or out-of-court action or similar, whether individual or collective, arising from non-compliance with national and/or municipal environmental regulations, and/or from Buyer's instructions, resolutions and/or statements made in said regard.
19.5. The obligations stipulated in Clauses 16 and 19 shall remain valid until the statute of limitations operates preventing eventual claims, which implies that the Supplier shall be liable *vis-à-vis* Siemens, even though this PO, for whichever reason, has expired.
19.6. Siemens shall be empowered to withhold payments owed to the Supplier to bear the claims stipulated in Clauses 16 and 19, as well as to deduct said amounts from any of the guarantees provided by the Supplier.
19.7. Supplier's indemnity obligations in favor of Siemens stipulated in Clauses 16 and 19 of the Conditions and in the documents mentioned in Clauses 2.1 also apply in favor of the Principal.

20. WITHHOLDING OF PAYMENTS
20.1. If for any reason the Supplier owed any amount of money to the Buyer, the Buyer, at its sole option, may deduct said amounts from the invoices pending payment to the Supplier and pay with them and/or charge the Supplier therefor, at Supplier's sole cost, all amounts that the Buyer shall be bound to pay and that, as a consequence of its non-compliance, may be jointly and severally claimed to Siemens.
20.2. Likewise, Siemens shall be empowered to withhold the amounts owed to the Supplier when deemed necessary to cover the estimated expenses arising from fines or court or out-of-court claims due to non-compliance attributable to the Supplier. The right to withhold any amount owed from any credit or invoice to be paid to the Supplier is particularly applicable in the case of non-compliance with the provisions in Clauses 16 to 19 herein.

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

a) has incurred into non-compliance with any of the obligations arising from the PO or these Conditions;
b) has delayed or suspended the execution of its obligations under the PO due to causes attributable to the Supplier for a period longer than sixty (60) running days;
c) failed to comply with the obligations arising from legal or regulatory provisions, in the present or in the future, which govern the subject matter of the PO, or those that it would be directly or indirectly bound to comply with, whose omission or infringement may generate consequences of any nature to Siemens;
d) incurred into a material or fundamental non-compliance with the provisions herein;
e) failed to comply with its obligations under any agreement and/or contract in force with Siemens and/or its affiliates and/or subsidiaries, provided said breach were not remedied under the terms foreseen under the pertaining agreement or contract;
f) begins a process of voluntary or involuntary liquidation, files for reorganization procedures, reaches a general agreement with its creditors, is appointed a trustee or receiver for all or part of its assets, or files for or suffers a similar action as a consequence of a debt, becomes insolvent; or
g) transfers, assigns or sub-contracts without prior authorization in written by the Buyer, totally or partially, the provisions, obligations or rights arising from the PO.
If Siemens decided to terminate the PO for any of these reasons, the Supplier shall immediately suspend the execution of Services and the manufacture and delivery of Assets, except if Siemens states expressly otherwise. In this case, the Supplier shall only be entitled to receive the amounts applicable to the Services effectively performed and the Assets delivered to the effective date of the termination, and be liable for all damages caused to Siemens as a consequence of the termination.

22. RIGHT TO RETAIN THE WORK
Upon the acceptance of the PO, the Supplier fully, expressly and irrevocably waives to the right of retention stipulated in Section 1854 of Uruguay Civil Code. In this sense, it is expressly and irrevocably stated that the Supplier waives the right of retention regarding all or part of the work, and/or assets of the Buyer, Principal and/or any other third party.

23. LIMITATION OF LIABILITY
23.1. Notwithstanding the provisions or clauses in this PO, Siemens liability shall be exclusively governed by the provisions included in this Clause 23, irrespective of any other legal doctrine on which an eventual claim may be based, including contractual and non-contractual liability (among others, gross fault or negligence, or strict or risk liability.)
23.2. Under no circumstance and in no case shall Siemens be liable by virtue of any compensation theory, whether based on contractual or non-contractual liability (including fault and strict liability), under no guarantee or otherwise due to: a) indirect, consequential, incidental, punitive, special damages; b) loss of production, of profit, of income, payment of interests and other financial expenses, loss of data and information; c) loss of Supplier's assets or equipment and systems, loss of use of materials; d) increase of costs of any kind, including, among others, capital or fuel costs; e) loss or damages to the property; or f) due to claims or lawsuits brought against or by the Supplier due to damages to its clients, users, suppliers, contractors or third parties.
23.3. Under no circumstance shall Siemens' maximum added and/or accumulated liability *vis-à-vis* the Supplier exceed the equivalent to one hundred percent (100%) of the initial price of the PO. If PO's Particular Conditions stipulate a different liability limit, said stipulation shall apply.
23.4. The stipulations in this Clause are extended to partners, principals, shareholders, directors, officers, employees, sub-contractors, suppliers and agents of Siemens, its affiliates, subsidiaries, successors or assignees.

24. APPLICABLE LAW AND JURISDICTION
24.1. The PO shall be governed and constructed pursuant to the laws of the Eastern Republic of Uruguay.
24.2. If there were no mechanism to settle disputes stipulated in the documents listed in the PO (whether by choosing a particular jurisdiction or any out-of-court procedure to settle disputes, for example, mediation and/or arbitration), the following procedure to settle disputes shall be mandatory for the parties: In case of dispute between the Parties regarding the PO, its existence, validity, qualification, construction, scope, compliance or settlement, the Parties shall make their best efforts to reach an amicable settlement by means of negotiations by means of staff with sufficient hierarchy to settle the matter, which shall not exceed thirty (30) business days as of the day of notice of said dispute from one Party to the other. An attempt of agreement shall be deemed failed when the term above-mentioned had passed or, even when it had not, as soon as one of the Parties so notifies the other in writing. If the efforts to reach an agreement failed, the Parties shall be subject to the jurisdiction of the courts of Montevideo, waiving to any other forum and jurisdiction, constituting special domiciles at those stipulated in the PO.

25. ANTI-CORRUPTION CLAUSE
25.1 During the development of their activities and the instrumented commercial relationship, both Parties are bound to strictly observe the acts and regulations related to the works they perform, particularly, anti-corruption and similar applicable regulations, such as, among others: Sections 156, 157, 158, 158 and 159 of Uruguay Penal Code; Section 29 of Act 17.060, Decree 30/003 (2003/1/23) and Act 19.749 in terms of prevention against money laundering and financing terrorism; Acts 19.833, 19.823, 19.574, and 19.484; and Decrees 379/018 and 136/019; being bound to adjust their behavior and that of their dependents to the anti-corruption guidelines in force in our country.
25.2. The Parties state and certify, in particular, that no share of the retribution or benefits of the commercial relationship instrumented hereby, either directly or indirectly, will be attributed, paid, promised or guaranteed to any public official (including any employee of any government agency, or any other acting officially, any member of a political party, official government party, or candidate to the public office) with the purpose of influencing the actions or obtaining an influence on any of them to urge them to perform or to omit any act contrary to their legal behavior, or in order to obtain or retain businesses or any other undue advantage in the manner of managing the business.
25.3. The omission or violation of the provisions included in this Clause shall be deemed a gross breach that shall grant the performing party the right to terminate for a cause, and the defaulting party shall be liable for the consequences arising therefrom under the terms stipulated herein.

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

26.2. Export Control and Foreign Trade Data Regulations:
26.2.1 The Supplier shall comply with all applicable export control, customs, and foreign trade regulations ("Foreign Trade Regulations"). In particular, the Supplier represents and warrants that none of its products nor its services provided under the contract contain products and/or services restricted for import under the Foreign Trade Regulations applicable to the Customer, including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection.
The Supplier shall advise the Customer in writing within two weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by the Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:
- all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding including the respective tariff basis on which the classification of the product has been performed (e.g. EU Combined Nomenclature, TARIC, US HTS); and
- the country of origin (non-preferential origin) as well as the region of origin, if applicable for the respective country of origin; proof of origin (e.g. Packing-List, Delivery Note, BOL, GAI); and
- upon request of the Customer: preferential statement including Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers);
and
-upon request of the Customer: evidence of the country of origin of the iron and steel inputs used for the processing of the products, as well as evidence of country of origin of crude oil which has been used for refining products.

Supplier shall be liable for any expenses and/or damage incurred by the Customer due to any breach of the obligations according to this section 26.2.1

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

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

- The Customer hereby prohibits to the Supplier, and the Supplier agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any supplied goods as well as technology (and related documentation, regardless of the mode of provision) provided by the Customer to the Supplier under the contract.
- The Customer shall be entitled to terminate the contract by written notice in the event of a breach by the Supplier of the obligation pursuant to this section 26.2.2. Upon termination, the Supplier shall pay to the Customer all costs and damages incurred by the Customer from such termination. In any case, the Supplier shall pay the Customer liquidated damages in the amount of 20 % of the contract price.
- Notwithstanding the provision hereinabove in this section 26.2.2, the Supplier shall indemnify and hold harmless the Customer in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against the Customer arising out of or relating to a breach by the Supplier of the obligations under this section 26.2.2 and the Supplier shall compensate the Customer for all losses and expenses incurred resulting thereof.

26.2.3 Reservation Clause
The Customer shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or
other sanctions.

26.3. Delivery of Hazardous Goods and/or Chemical Products:
In the case of supplying hazardous goods and/or chemical products, the Supplier shall attach a Product Safety Sheet (MSDS) that shall be sent to the client to raise awareness on the risks implied by the and storage thereof. The containers and packages used shall be standardized and comply with all international standards applicable to each product. The transport of said goods shall be made by means of transportation services authorized for said purpose, pursuant to the national and departmental legislation in force, such as Decree 560/003 and the amendments thereto, Decree 332/06, and the complementary regulations and/or those that replace them in the future. These regulations shall not be deemed restrictive or as a limitation to the implementation of other existing regulations, present or future, in this regard.

27. ANTI-TRUST
All actions and agreements between the Parties by means of which a monopoly situation may be created or actions that may limit the free competition may be carried out, all in agreement with the legislation in force to promote and protect the exercise of free competition.

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

29. CYBERSECURITY
29.1 The Supplier shall take all suitable organizational and technical measures to guarantee a degree of confidentiality, authenticity, integrity and availability of Supplier's Operations, products and services. These measures shall be compatible with the good industrial practices, and shall include a proper Safety Management System for the information, compliant with standards such as ISO/IEC 27001 or IEC 62443 (as applicable).
29.2 "Supplier's Operations" shall mean all assets, processes and systems (including IT systems), data (including Client data), personnel and sites regularly used or processed by the Supplier, during the execution of this contract.
29.3 If the products or services include software, firmware or chipsets, the Supplier shall be bound to:
29.3.1 Implement suitable standards, processes and methods in agreement with good industrial practices and standards such as ISO/IEC 27001 or IEC 62443 (when applicable), in order to avoid, identify, assess and repair any vulnerability, malware or security incident in products and services.
29.3.2 Keep offering and performing repair, improvement, update and maintenance services to the Client for products and services, including the provision of patches to rectify vulnerabilities during the estimate life of products and services.
29.3.3 Deliver the Client a record of materials identifying all third party-software components included in the products. Third party software shall be updated at the time of delivery to the Client.
29.3.4 Grant the Client the right, without implying an obligation, to test or to have products tested to handle malware and vulnerabilities at any time, as well as to offer the Client proper support.
29.3.5 Offer the Client support available during business hours should any security incident related to the information occur.
29.4 The Supplier shall immediately communicate the Client without exception all important incidents related to information security occurred or suspected, and the vulnerabilities discovered in Supplier's Operations, services, and products.
29.5 The Supplier shall take the necessary measures to make sub-contractors and Suppliers be bound by obligations similar to the provisions of this Clause 16.
29.6 Upon Client's request, the Supplier shall submit in written proof of compliance with this Clause 16, including the audit reports usually accepted (for example, SSAE-16 SOC 2 Type II).

30. CODE OF CONDUCT FOR SIEMENS ENERGY SUPPLIERS. SECURITY IN THE SUPPLY CHAIN
30.1
The Supplier is obliged to comply with the laws of the applicable legal system(s In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor and the Supplier shall comply with the regulations of the Siemens Energy Code of Conduct and address these expectations to its own suppliers along its supply chain. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of 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.
30.2 The Supplier shall provide the necessary organizational instructions and shall take the necessary measures, particularly regarding these types of safety: installations, packaging and transportation safety; business partners, personnel and information safety in order to guarantee the supply chain, according to the requirements of well-known international initiatives within the frame of WCO SAFE standards (for example, AEO, C-TPAT). The Supplier shall protect goods and services performed to the Client, or third parties appointed by the Client, against unauthorized access and manipulation. The Supplier shall have reliable personnel to handle these goods and services, and shall bound sub-suppliers to adopt equivalent safety measures.
30.3
In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of the obligations under section 30 by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Customer (no greater than 60 calendar days).

31. RIGHTS OF USE
31.1 The Supplier hereby grants the Client, without additional compensation therefor, the following non-exclusive, transferable, perpetual (if it were construed that they require a fixed period, it shall be 20 years) and worldwide rights:
31.1.11 Right to use the deliveries and services with the associated documentation, to integrate them into other products, and to distribute them, being all developments arising from the deliveries and/or services exclusive property of the Client.
31.1.2 Right to install, launch, test and operate the software and the associated documentation (hereinafter, jointly, "Software").
31.1.3 Right to sub-license the right of use provided for in Sub-clause 31.1.2 to affiliates, hired third parties, distributors, and/or end clients.
31.1.4 Right to allow Affiliates and other distributors to sub-license the right of use provided for in Sub-clause 31.1.2 to end Clients;
31.1.5 Right to use the Software to integrate it into other products, to copy the Software or allow Affiliates and third parties to use and copy the Software.
31.1.6 Right to distribute, sell, offer for rent, lease, prepare for download or make available for the general public the Software, for example, within the provision of application services or otherwise, and to copy the Software to the extent necessary, provided the number of licenses used at any time does not exceed the number of licenses purchased.
31.1.7 Right to sub-license the right of use provided for in sub-clause 31.1.2 to Affiliates, hired third parties and distributors.
31.2 Additionally to the rights granted in sub-clause 2.1, the Client, Affiliates and distributors shall be authorized to allow end clients to transfer or assign their pertaining licenses under any title.
31.3 All sub-licenses granted by the Client shall have the suitable protection for Supplier's intellectual property rights onto the Software. All sub-licenses shall include any contractual provision used by the Client to protect its own intellectual property rights.
31.4 The Supplier shall inform the Client –maximum at the time of confirming the order— if the products and services to be delivered include open source components.
Within the context of this provision, it shall be understood as "open source components" any software, hardware or other information that the pertaining licensee offers royalty-free to any user, based on a license with the right to modify and/or distribute. If the products and services delivered by the Supplier include open source components, the Supplier shall comply with all applicable terms of the open source license, and shall grant all these rights to the Client. Likewise, it shall provide all the information necessary for the Client to comply with the applicable license terms. Specifically, the Supplier shall deliver the following to the Client immediately after the order is confirmed:
- An annex of all open source components used, including the applicable license, version, a copy of the full text of said license, and a reference to the copyright. Said annex shall be clearly structured and include a table of contents.
- The full source code of the pertaining open source software, including scripts and information about the enabling environment, provided the open source conditions so require.
31.5 The Supplier, maximum at the time of confirming the order, shall communicate the Client in written if the licenses for the open sources used by the Supplier may be subject to a Copyleft Effect, which may affect Client's products. In the context of this provision, it shall be understood as "Copyleft Effect" that the provisions of the open source license require that some of Supplier's products, as well as any product derived thereof, be only re-distributed under the terms of the open source license, for example, only if the source code is revealed. If any of the open source license used by the Supplier were subject to the "Copyleft Effect", as above-mentioned, the Client shall be entitled to cancel the order within two weeks as of the reception of this information.

32. DATA PRIVACY
The Supplier guarantees that the Personal Data related to Siemens personnel under this PO shall be treated pursuant to Act 18,331 and the amendments thereto, Regulatory Decree 414/009, Act 19,670, Decree 64/020, and the provisions duly issued by the Personal Data Regulatory and Controlling Agency.

33. INTELLECTUAL PROPERTY. USE OF TRADEMARKS
33.1. The Supplier shall have no right to use the trademarks and/or business names owned by Siemens in any format. The Supplier shall only be able to use Siemens' logos and/or designations in compliance with Siemens' design, and upon a prior written authorization.
33.2. These Conditions do not grant and/or assign the Supplier any right to use logos, isotypes, trademark, and/or any other development owned by Siemens.