

**General Terms and Conditions of Purchase of
Goods and Services
Siemens Energy d.o.o. Beograd**

1. Introductory Provisions

1.1. The present General Terms and Conditions of Purchase of Goods and Services (hereinafter: **"General Conditions"**) shall apply: (i) in all cases where Siemens Energy d.o.o. Beograd, headquartered at Tadije Sondermajera St, no. 11, 8th floor, Belgrade (hereinafter: **"Purchaser"** or **"Siemens Energy"**), performs legal transactions in the capacity of purchaser of goods and/or services, or (ii) where these General Conditions are referred to in any individual contract on purchase of goods and/or services, or in any Purchase Order, or in any other explicit manner agreed with the person supplying goods or performing services (hereinafter: **"Supplier"**).

1.2. These General Conditions are effective as of 1st of September 2025.

2. Purchase Order and Confirmation Thereof

2.1. The Purchaser may cancel the Purchase Order sent to the Supplier, whose acceptance by the Supplier results in the conclusion of the contract whereby the Purchaser undertakes to accept the goods or services of the Supplier (hereinafter: **"Purchase Order"**), if the Supplier has failed to confirm receipt of the Purchase Order in writing within two weeks of receipt thereof (**"Confirmation of Purchase Order"**). The Purchaser reserves the right to withdraw an order at no cost to the Purchaser, 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 has been sent to the Supplier before the Purchaser receives the purchase order confirmation.

2.2. The Purchase Order and/or the Confirmation of Purchase Order may be exchanged between the parties by way of electronic data interchange (Electronic Data Exchange, EDI) if such a way of communication has been previously and explicitly agreed, in written, between the Purchaser and the Supplier.

2.3. The acceptance of Purchase Order involving any modifications and/or supplements thereto shall not be deemed entry into a contract without prior written consent by the Purchaser to such modifications and supplements. If the Confirmation of Purchase Order deviates from the Purchase Order, the Supplier is obliged to clearly indicate such modifications and supplements thereto in the Confirmation of Purchase Order. An unconditional acceptance of the goods/services, by the Purchaser,

delivered by the Supplier shall not be considered as acceptance of any such deviation. The General Terms and Conditions of the Supplier shall apply only if they do not contradict these General Conditions, or if the Purchaser has expressly and in written form agreed to their application. No action on the part of the Purchaser, including the acceptance of goods and/or services, payment, etc., shall constitute an act of the Purchaser's acquiescence to the Supplier's terms and conditions. Any reference made by the Purchaser in the order to the Supplier's quotation documents does not imply acceptance of the Supplier's terms and conditions.

2.4. 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 the Purchaser, unless the Purchaser gave its prior special written approval. All above mentioned is valid, particularly if the Purchaser or any third parties affiliated with the Purchaser (e.g. employees, consultants, customers of the Purchaser) 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.

3. The Right of Use

3.1. With respect to the rights transferred from the Supplier to the Purchaser upon delivery of goods and/or services, the Supplier guarantees that the Purchaser may and authorises the Purchaser to use the goods and/or services and transfer them to others, to install them in other systems, and to freely dispose of them without any limitations regarding time, territory or otherwise, except where such limitations stem unambiguously from the nature of legal transaction, or where such limitations have been expressly indicated in the Confirmation of Purchase Order.

4. Delivery Deadline; Default; Consequences of Default

4.1. Unless otherwise agreed, the Supplier is obliged to deliver goods, and/or perform services without delay and within a reasonable deadline. This implied or expressly agreed period shall count from the day of issue of the Purchase Order. It shall be deemed that the Supplier has timely delivered goods if the goods that are the subject of delivery have been handed over to the Purchaser within the agreed deadline and at the agreed place, i.e. it shall be deemed that the service has been rendered in a timely manner if the Purchaser has accepted the works that are the subject of service within the agreed deadline and in the agreed manner. The time of acceptance of works concerning installation,

assembling, etc. shall represent the relevant moment for assessing the timeliness of delivery both in the case it is envisaged by the contract that the delivery of goods includes installation, assembly, etc., as well as if such delivery stems from the circumstances of the case.

4.2. If, based on the circumstances of the case, the Supplier suspects that the obligation owed to the Purchaser will not be met within the agreed deadline, the Supplier shall immediately inform the Purchaser thereof. In that event, the period for delivery of goods or services shall be extended only if the Purchaser has explicitly accepted such extension in written form.

4.3. In the case of default on the part of the Supplier, the Purchaser shall have the right to collect the contractual penalty, specifically:

- in the amount of 2% of the agreed price for each week of delay, if the agreed deadline for meeting the obligation that is being delayed was longer than 70 days;
- in the amount of 1% of the agreed price for each day of delay, if the agreed deadline for meeting the obligation that is being delayed was shorter than 70 days;

4.4. In any case, the contractual penalty for untimely performance of the obligation by the Supplier may not exceed 10% of the agreed price.

4.5. The Purchaser is entitled to collect contractual penalty and such penalty is independent of the Supplier's fault and as well as of any proof of damage. The Purchaser reserves the right to claim damages exceeding the amount of the contractual penalty.

4.6. If the Supplier's obligation has not been met within the period in which the contractual penalty has reached its maximum, the Purchaser may terminate the contract and collect the contractual penalty in the amount of 10% of the agreed value as the contractual penalty payable for non-performance. This applies even if the Purchaser has already accepted any delayed partial delivery without reservation. The Purchaser shall have the same right and terminate the contract even before the time in which the contractual penalty reaches its maximum if the circumstances of the case show that the Supplier will not perform the obligation within that period.

4.7. Failure of the Purchaser to request the payment of contractual penalty upon the acceptance of performance shall in no manner constitute a presumption that the Purchaser has waived such a claim, and the Purchaser shall be entitled to request the payment of contractual penalty until the time of final calculation and payment, in which case the Purchaser shall be entitled to subtract the amount of contractual penalties from the payment owed to the Supplier.

4.8. The collection of contractual penalty does not preclude other rights of the Purchaser in the case of default or non-performance.

4.9. In the case of Supplier's delay in meeting the contractual obligations, i.e. in the case where it is reasonable to foresee such a delay, the Purchaser may, at the expense of the Supplier, take all reasonable and necessary measures in order to prevent or remedy the consequences of the delay.

4.10. The provisions of these General Conditions concerning the contractual penalty shall not apply in the case where the performance deadline is an essential constituent element of the contract. In such case the contract shall be considered terminated at the moment of delay (unless the Purchaser has clearly demonstrated maintenance of the contract in force), which further authorises the Purchaser to claim the contractual penalty for non-performance in the amount of 10% of the agreed value.

4.11. The Supplier agrees to submit its financial and independent credit reports at the request of the Purchaser (for example "D&B", BON-2, commercial bank certificates, etc.) to monitor creditworthiness. The Purchaser is entitled to terminate the contract as a whole or in part, without prejudice to consequences, if insolvency or liquidation proceedings are opened against the Supplier or if the Supplier's ownership structure changes as well as if Purchaser determines, based on the submitted or publicly available information, that there has been a significant change in creditworthiness of the Supplier. The Supplier is obliged to immediately inform the Purchaser about any of these circumstances.

5. Transfer of Risk, Transportation, and Place of Performance

5.1. In the case of purchase of goods, the risk of loss of or damage to the goods transfers to the Purchaser at the moment of handover, while in the case of goods being installed or assembled the risk transfers to the Purchaser at the moment of acceptance of the assembly or installation.

5.2. Unless agreed otherwise, 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.

5.3. The goods the Supplier forwarded to the Purchaser shall be accompanied by the appropriate inventory and/or forwarding documentation, and the number of Purchasing Order shall be visibly displayed on the goods. The Supplier shall, without undue delay, send to the Purchaser the forwarding information along with the inventory.

5.4. In the case of early delivery, the Purchaser reserves the right to claim from the Supplier all additional costs caused by such delivery (including but not limited to storage and insurance expenses), as well as to effect the payment for the delivery and services in accordance with the contractual clauses regulating the delivery and payment. The risk of loss or damage of goods remains with the Supplier until the agreed date/time of delivery, except where the loss or damage occurred through the Purchaser's fault.

5.5. All requirements made by the Purchaser, regarding mode of transportation, carrier and shipment rules must be strictly adhered. If the Supplier does not personally deliver the goods and there are no other instructions of the Purchaser, the Supplier shall organise the transportation with due diligence and under the most favourable market conditions. Should the Supplier fail to act in this manner, the Purchaser shall have the right to subtract from the agreed price the difference in the expenses of transportation otherwise organised 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, especially purchase order data, be missing or incomplete, the Purchaser is entitled to refuse acceptance at the Supplier's cost and risk.

5.6. Partial as well as over-deliveries and under-deliveries are only permissible after obtaining Purchaser's 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.

5.7. Retention of title of whatsoever nature by the Supplier is invalid.

5.8. 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 the Purchaser to the Supplier for reuse shall be reimbursed by the Supplier. The Supplier is liable for any damage caused by the 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.

6. Suspension of Performance; Termination by Purchaser

6.1. The Purchaser is authorised to order the Supplier to suspend the execution of contract at any time. Should such suspension last longer than three months, the Supplier may request the Purchaser to reimburse the Supplier for all reasonable and documented expenses caused by such suspension from that moment until the suspension of execution is over. Under no circumstances is the Supplier entitled to request the Purchaser to reimburse the Supplier for the profit lost due to such suspension, nor for expenses incurred during the first three months of the suspension.

6.2. Until the time the Supplier has fully discharged its contractual obligations, the Purchaser may terminate the contract, as a whole or in part, at its own sole discretion even when there is no fault on the part of the Supplier. In that case, the Supplier is entitled to request the agreed price for the obligations that are proven to be performed until the termination date, but no other claims against the Purchaser are allowed.

6.3. Also, the Purchaser reserves the right to vary the scope of supply or services. The Supplier is entitled to a corresponding adjustment in the contract price.

7. Invoices

7.1. Invoices must indicate all purchase order details and be submitted immediately after delivery of goods or completion of services to Purchaser. Invoices from foreign Suppliers and from domestic legal entities which are not in system of VAT may be submitted in PDF form to: gp.446x.normal.rs@siemens.com, and the original invoices has to be sent on address of the Purchaser. E-Invoices from domestic suppliers who are in the system of VAT shall be sent using the service platform "eFaktura".

7.2. The due taxation of all payments for income-tax purposes and any VAT payments is the responsibility of the Supplier.

7.3. 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. The Supplier must provide the TIN (tax identification number, srb.: PIB) before creating the purchase order, and at the latest before issuing the invoice. If the Supplier's main office is within the EU, the Supplier must provide the VAT number not later than the invoice. The Supplier shall submit the invoice after the goods that are the subject of delivery have been received, i.e. after the services have been performed. Invoices relating to deliveries of goods must be accompanied by delivery notes confirmed by Purchaser. Invoices relating to services and installation performed shall be

accompanied by records of working hours and the acceptance protocol confirmed by the Purchaser. If expressly stated or implied from the circumstances of the case that the delivery in question involves testing, quality control, etc., the delivery of relevant reports on the actions thus taken, and time reports confirmed by the Purchaser, shall comprise an integral part of the obligation of the Supplier and its obligation shall not be met without such reports. Adequate discount on the price shall be granted should the Purchaser decide to accept the performance which is deficient in comparison to the agreed quality. Otherwise, the Supplier's right to submit the invoice shall count only after all the deficiencies in the performance have been remedied. Besides the reduction of the price in the case of acceptance of deficient delivery, the Purchaser shall be able to exercise any other rights in accordance with the law.

8. Terms of Payment and Set-off

8.1. The period within which invoices must be paid commences with Purchaser's 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. Unless agreed otherwise and unless required otherwise under applicable mandatory provisions, the Purchaser shall be obliged to effect payment sixty (60) days upon receipt of the properly issued invoice of the Supplier.

8.2. In any case, payment shall not be understood as the acceptance of performance by the Purchaser, i.e. as the Purchaser's waiver of the right to object to deficiencies of such performance.

8.3. Liabilities of the Supplier owed under a contract in accordance with the present General Conditions may not be set off with claims the Supplier has against the Purchaser on any other basis. The Supplier may cede the claims the Supplier has against the Purchaser only if such cession has previously been consented to in writing by the Purchaser.

9. Acceptance and Inspection at Acceptance

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 the Purchaser. Acknowledgements of receipt issued by the goods receiving department of the Purchaser do not constitute a final acceptance by the Purchaser of the goods delivered.

9.2. At the time of discharge of the obligation, or immediately thereafter, the Purchaser shall perform inspection of the delivered goods and/or works in order to detect any visible deficiencies.

9.3. The Purchaser shall notify the Supplier of any deficiency thus established within 30 days of the day of the discharge, i.e. of the day of commencement of the use of the delivery, its assembly or further processing, i.e. of the day the deficiency has been identified, whichever occurs later.

9.4. The Supplier is required to carry out an adequate inspection of the components that it provides (e.g. raw materials, building materials) from upstream suppliers, producers and other third parties upon receipt in order to determine any apparent or hidden defects, and to notify the supplier of such defects without delay.

9.5. The Supplier's subcontractors are regarded as its agents, for which the Supplier is entirely liable.

9.6. The Supplier shall be liable for all deficiencies detected or emerging within two years of the day of delivery of goods or acceptance of works, unless a longer deadline is prescribed by separate legal provisions.

10. Liability for the Lack of Conformity

10.1. In the case of deficiencies, the Purchaser is authorised to request that they be remedied either by repair, or by delivery of the relevant goods without deficiencies, or by performing the relevant works in the agreed manner, or by reducing the agreed price to an equitable level. Additionally, the Purchaser is entitled to request payment of damages caused by the deficiency itself, as well as damages suffered due to such performance.

10.2. Should the Supplier fail to remedy the deficiencies within the given deadline, the deficiencies may be remedied by the Purchaser itself or by engaging a third party, at the expense of the Supplier.

10.3. If the acceptance of delivery is conducted by way of inspecting randomised samples, and if any of the samples prove to be deficient, the Purchaser may reject the delivery as a whole. The Purchaser shall have the same right if any part of the delivery is deficient.

10.4. The Purchaser may terminate the contract without previously requesting that the deficiencies be remedied, in which case the Purchaser is entitled to request the contractual penalty payable for non-performance in accordance with the provisions of Article 4 of the present General Conditions.

10.5. In the case of partial performance, the Purchaser shall have the right to demand the performance in full, or to cancel the purchase in the part that has not been performed and to reduce the price equitably if the Purchaser has no interest in

accepting such partial performance. If the Purchaser demands the performance in full, the time when the agreed amount of work or goods has been actually received shall be deemed the time of performance of the obligation. At any rate, the Purchaser shall be able to exercise all the rights referred to in Article 4 of these General Conditions.

11. Warranty

11.1. The Supplier warrants to the Purchaser that it 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 their proper installation.

11.2. Warranty for the proper functioning of delivered goods, i.e. for the reliability of works performed shall be for two years. The warranty period for products and services that become a fixed part of buildings or land is three years.

11.3. The warranty period for deliveries begins to run with the erection or installation of the delivered products, for services with their acceptance, for deliveries not involving erection or installation with their delivery to the place of destination, for hidden defects with their identification. For deliveries to locations where the Purchaser uses the Supplier's goods to perform contracts outside its premises, the warranty period begins to run with the acceptance of the services to be rendered by the Purchaser to the Purchaser's customer. This time-limit is deemed to be observed if the Purchaser has asserted warranty claims against the Supplier within the aforesaid periods in writing.

11.4. 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.

11.5. Should any deficiencies show on the delivered goods or performed works during the warranty period, the Purchaser is authorised to request the Supplier to remedy such deficiencies in the manner to be determined at its discretion.

11.6. The Supplier shall remedy the claimed deficiency within a reasonable deadline set by the Purchaser. 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, the Purchaser shall be entitled to acquire defect-free products from third parties, without prior notification and without prejudice to its warranty claims against the Supplier or to repair or have defective goods repaired at the Supplier's expense. The Supplier shall fully reimburse Purchaser 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 the Purchaser.

11.7. The Purchaser is entitled to claim all costs incurred in connection with the rectification of defects, e.g. installation and removal costs. The Supplier shall, without delay, reimburse Purchaser for any inspection costs if an inspection has revealed defects. In addition to the right to request that deficiencies be remedied, the Purchaser is authorised to request payment of damages caused by such deficiencies.

11.8. Warranty shall start anew for the repaired or replaced parts of goods or works. The warranty period shall also be extended for the period the Purchaser was deprived of the use of goods or works due to the deficiencies.

11.9. The Supplier shall indemnify and hold the Purchaser harmless against disputes arising from any patent, copyright, trademark or registered design, and guarantee Purchaser the unrestricted use of the delivered product, without delay and following an invitation from the Purchaser. Without prejudice to other obligations, the Supplier will indemnify and hold Purchaser harmless against any product liability claims raised by third parties against Purchaser as a result of defects in the products delivered by the Supplier, without delay and following an invitation from Purchaser. The Supplier undertakes to compensate Purchaser 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 the Purchaser. The Supplier will provide Purchaser with ample proof that it has taken out adequate insurance to cover these risks.

11.10. For a period of 11 years after the last delivery, the Supplier shall provide Purchaser upon the latter's request with the names of the respective manufacturers, importers, upstream Suppliers without delay, not later however than two weeks after being requested to do so. Furthermore, the Supplier will provide the Purchaser 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 Purchaser to oppose product liability claims. The Purchaser 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 Purchaser 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.

11.11. The Purchaser bears 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 undertakes full legal responsibility for applying all health and safety measures within the business frame of these General Conditions. 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 the Purchaser and in a way which prevents disruption of the Supplier's business reputation.

11.12. All rights of the Purchaser concerning the liability of Supplier for the lack of conformity based on the warranty shall be considered ceded to the end user of the delivered goods or services, if the Purchaser is not the end user. In that respect, the Supplier shall be obliged to indemnify the Purchaser from all claims of the end user, or to reimburse the Purchaser for the amount of such claims and all accompanying costs.

12. Materials of the Purchaser

12.1. In case the Purchaser provides the Supplier with materials necessary for the discharge of Supplier's obligation, such materials shall remain the property of the Purchaser, and shall be, without compensation, separately stored, labelled and managed. The Supplier shall take care of such materials with due diligence, keep them separately from other materials at the expense of the Supplier, and clearly mark the materials as the property of the Purchaser.

12.2. The Supplier is obliged to confirm receipt of the materials provided by the Purchaser. The Supplier may use such materials solely for meeting its obligations towards the Purchaser. Once the materials have been handed to the Supplier, the Supplier shall be liable for any damage and decrease of value of the material. Any damage claims for delays in the provision of materials and the right of retention (lien) are precluded.

12.3. The objects made by the processing and use of the materials are the property of the Purchaser.

13. Drawings, Sketches, Samples, Tools, etc.

13.1. Drawings and technical solutions and calculations shall be made available by the Supplier free of charge, where necessary.

13.2. If, for the purposes of discharge of Supplier's obligations, the Purchaser provides the Supplier with sketchers, tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing

templates and materials, or gives instructions or advice that are or may be the subject of intellectual property rights, they shall remain the property of the Purchaser, while the Supplier shall use the objects thus provided solely for meeting the obligations towards the Purchaser, and return them to the Purchaser upon execution of the obligations. Any transfer of the objects to third parties shall be allowed only upon prior written consent of the Purchaser, and shall not be used for any other purpose but agreed. Upon meeting the obligations towards the Purchaser, the Supplier shall return to the Purchaser all the objects thus provided or destroy all recording media containing the information referred to in this Article.

13.3. The Purchaser is authorised to request from the Supplier any drawings, sketches, plans, projects, specifications, etc. used by the Supplier in meeting its obligations towards the Purchaser, which were not previously obtained by the Purchaser.

13.4. Any and all documentation, such as plans, drawings, and models shall become the property of the Purchaser, even if the contract should be terminated prematurely or cancelled and shall be handed over to Purchaser upon request. The Supplier shall grant to Purchaser exclusively, irrevocably and without claim for additional remuneration the sub-licensable right of use, unlimited with respect to contents and time, as well as the corresponding permission to use the works resulting from this contract. purchaser 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.

14. Special Conditions Concerning Hardware and Software

14.1. Unless agreed otherwise, hardware and software shall always comprise a single product.

14.2. If the Supplier is obliged to deliver software that was not developed individually for the Purchaser, the Supplier shall grant the Purchaser a transferrable and non-exclusive licence to use the software. 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.

14.3. For software products that are developed individually for the Purchaser, the Supplier shall grant the Purchaser an exclusive and transferrable licence to use the software; the licence shall be of unlimited duration and shall exclude the right of Supplier to use the software for any purpose. Unless otherwise agreed, software shall be delivered along with the source code of its latest version. The

Purchaser is authorised to perform modifications of such software without consent of the Supplier.

14.4. The Supplier is obliged to install the software. Upon installation, the Supplier shall provide a data carrier that may be displayed in the Purchaser's system, both in the form of source code and object code, together with the relevant documentation (contents and structure of data carrier, programme and data flow diagrams, test procedures, test programmes, error processing, etc.). In addition to such documentation, the Supplier shall provide a sufficient number of copies of comprehensive written documentation for the user in the English language and/or any other language selected by the Purchaser.

14.5. The software developed individually for the Purchaser shall be accepted in the form of written acceptance protocol (minutes), provided that the software meets the agreed requirements and specifications. Any corrections to be effected by the Supplier shall also be included in the acceptance protocol.

14.6. During the warranty period, the Supplier undertakes to provide the Purchaser with all the subsequent versions of software in which errors were eliminated (updates), free of charge. The supplier also undertakes to offer the Purchaser software maintenance services for competitive market prices for the period of at least five years following the acceptance date. Within the warranty period, the maintenance costs shall be duly lowered.

14.7. The Supplier shall inform the Purchaser, no later than the time the Purchase Order is confirmed, whether the products and services to be delivered contain open source software. In the context of this provision "open source software" 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).

14.8. Should the Supplier fail to inform the Purchaser that the Supplier's products and services contain open source software, the Purchaser is entitled to cancel the Purchase Order and request the payment of damages, and the Supplier is then also obliged to indemnify and hold Purchaser harmless.

14.9. Should the products and services delivered by the Supplier contain open-source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to the Purchaser and provide all information which Purchaser needs in order to comply itself with the applicable license terms. In particular, the Supplier must deliver to the Purchaser 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 reference to copyright and/or author-ship. Such schedule must have an understandable structure and contain a table of contents.

14.10. The Supplier shall inform Purchaser - 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 the Purchaser. 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.

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

15. Confidentiality; Data Protection; Subcontractors

15.1. The Supplier undertakes to maintain as confidential all the information concerning the Purchaser or the scope of contract, unless such information has become publicly available or known to the Supplier in another lawful manner. Moreover, the Supplier undertakes to keep as confidential any results or partial results obtained in the implementation of Purchase Order, and to use such results solely for the implementation of the relevant Purchase Order. Should the Supplier engage a third party in the discharge of its contractual obligations, the Supplier shall ensure that the third party is contractually bound to maintain at least the same level of confidentiality.

15.2. The same shall apply to any personal data about the employees of the Purchaser or any other third party data obtained by the Supplier in relation to the contract concluded with the Purchaser. The Supplier is bound to protect such information from becoming available to any third party, to ensure compliance with the Law on Personal Data Protection, and to oblige its employees (including employees, externally

engaged persons and independent experts) performing duties in relation to the contract 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 the Purchaser 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 group of the companies affiliated with the Purchaser.

15.4. The Supplier expressly agrees that the data obtained by the Purchaser from each business transaction and stored according to item 15.3 may be passed on to other companies affiliated to the Purchaser.

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 the contracting Siemens Energy company – available in detail on the respective homepage on the following link <https://www.siemens-energy.com/global/en/general/privacy-notice.html>. The Supplier agrees that the Purchaser may submit the information about the Supplier and/or the contract to other members of the Siemens Energy Group.

15.6. The Supplier shall not assign its obligations towards the Purchaser to any third party – subcontractor, without explicit written consent of the Purchaser. Should such consent be given, the Supplier undertakes to effect such assignment ensuring that all the rights and interests of the Purchaser are protected in accordance with the present General Conditions.

15.7. The Supplier agrees that the Purchaser may assign the contract to any other member of the Siemens Energy Group without special consent of the Supplier.

16. Export Control and Foreign Trade Data Regulations

16.1. For all Products to be delivered and Services to be provided, the Supplier shall comply with all applicable export control, customs and foreign trade regulations ("FOREIGN TRADE REGULATIONS") and shall obtain all necessary export licenses, unless the Purchaser or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

16.2. In particular, Supplier represents and warrants that none of its Products nor its Services provided under this Contract contain products and/or services restricted for import under the FOREIGN TRADE REGULATIONS which, in any case, include the Council Regulations (EU) 833/2014, 692/2014, 2022/263 and 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection.

16.3. Supplier shall provide Siemens Energy in writing as early as possible but not later than seven days prior to the Delivery Date with any information and data required by Siemens Energy to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale. This includes the provision of documents, which are needed to comply with these Foreign Trade Regulations. In any case Supplier shall provide Purchaser for each Product and Service:

- a) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and
- b) all applicable export list numbers; and
- c) 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
- d) 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
- e) Upon request of Purchaser on item level: certificates of origin and trade documents needed to comply with trade regulations concerning these items; and
- f) upon request of Purchaser: preferential statement including Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers); and
- g) upon request of Purchaser: evidence of the country of origin of the iron and steel inputs used for the processing of the Products

16.4. In case of any alterations to origin and/or characteristics of the Products and Services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than seven (7) days prior to the Delivery Date. The Supplier shall provide the Purchaser with a designated contact person for first level information regarding the Export Control and Foreign Trade Data.

16.5. The Supplier shall be liable for any expenses and/or damage incurred by Siemens Energy due to any breach of the obligations according to 16.1 to 16.4.

16.6. Clauses **16.6** to **16.8** of the present General Conditions 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.

16.7. 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 Article 16 of the present General Conditions. 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 percent) of the agreed price of delivery.

16.8. 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 16 of the present General Conditions and the Supplier shall compensate Siemens Energy for all losses and expenses incurred resulting thereof.

16.9. Siemens Energy 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 embargos or other sanctions.

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

17. Information, Declaration of Materials, RoHS, Disposal, Packaging, Dangerous Goods

17.1. If the Supplier delivers products that are subject to regulatory or other legal requirements with regard to their placement on the market and further sale in the European Economic Area, or comparable requirements in other countries of use named by the Purchaser, the Supplier must ensure that the products fulfil the requirements of regulations applicable at the time of acceptance. The Supplier must further ensure that all documents and information necessary for proof of conformity of the products with the applicable regulations can be supplied to Purchaser immediately upon request.

17.2. Notwithstanding any legal information duties, the Supplier shall provide Purchaser 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 Purchaser's attention to the possibility of hazardous waste or waste oils arising from the goods delivered by the Supplier and shall, in particular, advise Purchaser on their disposal. Upon Purchaser's 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, the Purchaser 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. 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, the Purchaser 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 the Purchaser has with Supplier in certain case.

17.3. The Supplier ensures that deliveries under the Purchase 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 that Purchaser may raise, compensate Purchaser for any damage arising from such non-compliance.

17.4. 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 the 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 the Purchaser or at the designated place of delivery requested by the Purchaser. Furthermore, the Supplier shall also declare all substances which are set out in the so-called "Siemens Energy list of declarable

Substances" applicable at the time of delivery in the manner described above.

17.5. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier shall inform Purchaser hereof in a form agreed upon between Supplier and the Purchaser, but in no case later than the date of Confirmation of Purchase Order.

18. Compliance Provisions; Security in the Supply Chain

18.1. In the course of meeting the obligations that are the subject of the contract and other activities directly or indirectly related to the contract, the Supplier explicitly undertakes to comply with all applicable labour, employment, obligatory social contributions, tax, anti-corruption, antitrust, anti-money laundering, environmental protection and other laws and provisions, to refrain from any actions that might constitute bribery, violation of fundamental rights of the employee or child labour regulations. In the case of cross-border assignments of employees, the Supplier has to observe all statutory regulations of the country of operation. In particular, the Supplier shall fulfil all statutory wage requirements as well as the wage requirements from all collective bargaining agreements, shall fulfil 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. 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. Upon request the Supplier has to provide to the Purchaser with respective written proof of compliance with these obligations, by itself and the third party. The Supplier shall fully indemnify and hold harmless Purchaser from and against claims based on the infringement of the obligations according to this article 18.1. by the Supplier or third parties. Moreover, the Supplier shall take responsibility for the health and safety of its employees at their workplace, act in accordance with the applicable environmental laws and make the best efforts to promote this Code of Conduct among its Suppliers.

18.2. The Supplier is obliged to comply with all legal requirements regarding the health and safety of its employees. The Supplier is obliged to 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.

18.3. If workers illegally employed or engaged in any other illegal manner by the Supplier are found on the construction site on which works and/or services in connection with the performance of an individual contract on purchase of goods and/or services are performed, the Supplier shall pay the Purchaser a contractual penalty of € 5,000 per illegally employed worker and day of employment, without prejudice to further consequences and claims which Purchaser has pursuant to the present General Conditions and the Law.

18.4. The Supplier shall notify the Purchaser – at the latest upon submission of the Supplier’s offer to the Purchaser – 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 the Purchaser, 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 the Purchaser and acceptance of the supplies/services of the Supplier. Such notification shall ensure compliance with the requirements laid down by the OECD Recommendation on Anti-corruption in relation to national export guarantees.

18.5. Additionally, the Supplier confirms that no part of payment effected by the Purchaser will, directly or indirectly, be used for securing an improper business advantage or gains for the Purchaser.

18.6. The Supplier hereby represents and warrants that the bank accounts to which the funds will be transferred on the basis of fulfilment of the contract are kept in its name and exclusively for its own account.

18.7. All payments to the Supplier shall be effected via electronic transfer between bank accounts. The Purchaser shall not make payment to the Supplier in cash or any other bearer instruments, or to a bank account in a country other than the country of Supplier’s registered office, or in a country where services have not been provided, and no payment shall be effected, directly or indirectly, via a trust company, intermediary institution, or a third party.

18.8. Compliance with these provisions by any subcontractor of the Supplier also comprises an essential obligation of the Supplier.

18.9. 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 Purchaser or provided to third parties designated by Purchaser 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.

18.10. Failure to comply with these regulations shall constitute a fundamental breach of the contract and entitles the Purchaser to termination of the contract with immediate effect.

18.11. The Supplier is obliged to abide by the principles and terms of the “Code of Conduct for Siemens Energy Suppliers and Third-Party Intermediaries”, attached herein as Appendix 1 (hereinafter: “**Code of Conduct**”).

18.12. If required by the Purchaser, the Supplier shall, once a year at most, submit to the Purchaser (of his own choice) either (i) a written self-assessment report in the form requested by the Purchaser or (ii) a written report approved by the Supplier which describes the measures taken or to be taken by the Supplier in order to abide by the Code of Conduct.

18.13. The Purchaser and its authorized agents, representatives and/or a third party appointed by Purchaser and acceptable to the Supplier shall be authorized (but not obliged) to perform inspection - including on the Supplier’s premises - in order to verify whether the Supplier abides by the Code of Conduct. Inspection may be performed only after prior written approval by Purchaser, during regular working hours and in accordance with the existing data protection act. In doing so, the inspection shall not unreasonably interfere with the Supplier’s operations nor violate any of the Supplier’s confidentiality agreements concluded with third parties. The Supplier is obliged to reasonably cooperate with any inspection being performed. Each party shall bear its own costs associated with such inspection.

18.14. In addition to all other rights and remedies available to the Purchaser, in the event that (i) the Supplier severely violates the Code of Conduct on several occasions or (ii) if the Supplier fails to allow Purchaser to use its right to inspection in accordance with the third paragraph of this Section, after Purchaser has warned the Supplier and has given him sufficient time and opportunities to correct omissions, the Purchaser may terminate this Contract and/or any order performed under it, without any compensation.

18.15. A severe violation includes but is not limited to cases of child labour, corruption and bribery and non-compliance with the terms related to environmental protection determined by the Code of Conduct. The provision which refers to the granting of a time-limit and the opportunity to correct omissions is not applicable neither to violations of

terms and principles related to child labour stated in the Code of Conduct nor to the intentional non-compliance with the terms referring to environmental protection determined by the Code of Conduct.

18.16. The Purchaser 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 the Purchaser 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 the Purchaser. In the event of such breach, the Purchaser is authorized to terminate the Contract and take any other measures, at its sole discretion. This right does not in any way affect Purchaser's 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.

19. Cybersecurity

19.1. The Supplier undertakes 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 applicable extent).

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 is obliged to 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 Purchaser remedying vulnerabilities for the reasonable lifetime of the products and services;
- the Supplier shall provide to the Purchaser 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 Purchaser;

- the Supplier shall grant to the Purchaser the right, but the Purchaser shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Purchaser;
- the Supplier shall provide the Purchaser a contact for all information security related issues (available during business hours).

19.4. The Supplier shall promptly report to the Purchaser all relevant information on security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent the Purchaser 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 Article 19.

19.6. Upon the Customer's request, the Supplier shall provide written evidence of its compliance with this Article, including generally accepted audit reports.

20. Environmental Health and Safety; Environmental Protection

20.1. The Supplier shall comply with all legal provisions on occupational 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-Suppliers 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.

20.2. Prior to the commencement of works, the Supplier shall: 1) provide Purchaser 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 Purchaser with a Construction site / work site study of work execution prepared for that specific construction site / work 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 sub-contractor's).

20.3. 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 undertakes that the personnel shall use 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.

20.4. The Purchaser 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.

20.5. The Supplier is obliged to appoint an expert as its representative for environment, occupational 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 the Purchaser.

20.6. 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 (SRB: Sigurnosni obilasci i razgovori), b) ensure communication of Stop Work Authority (SRB: Pravo no obustavu rada u slučaju opasnosti) rule in case of identified danger, c) ensure implementation of rules prohibiting work in parts for which a work permit has not been issued (SRB: Dozvola za rad) and d) ensure communication to all workers that Purchaser must be informed about each Work order, i.e. the work activity must not start without prior approval by the Purchaser's responsible person.

20.7. Upon the request of the Purchaser, the Supplier shall immediately allow Purchaser to access the Supplier's documents which refer to occupational health and safety, fire safety and environment protection, and relate to the works.

20.8. 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 Purchaser 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 the Purchaser.

20.9. Purchaser 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, defining of remedial measures.

20.10. 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. If the Audit is caused by serious incident described in clause 20.8 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.

20.11. When Purchaser prepares a document related to health and safety on a construction site ("EHS Plan), the Purchaser 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 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 and its amendments.

20.12. In addition to all other rights, Purchaser 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, 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, the Purchaser shall have no liability to the Supplier or any other third party nor any other consequences regarding the termination of this contract.

20.13. The Purchaser is granted with the right of direct monetary remuneration by the Supplier, on the basis of an invoice due for payment within 7 (seven)

days, in the amount determined by Purchaser at its sole discretion for each case of breach of the statutory or contractual occupational health and safety and environmental protection provisions by the Supplier. The Supplier waives its right to contest such invoice issued by the Purchaser. In the event of such breach, the Purchaser is authorized to terminate the Contract and take any other measures, at its sole discretion. This right does not in any way affect Purchaser's 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. International Law; Competent Court

21.1. The place of performance for deliveries or services shall be the place of destination. For payments, the place of performance shall be the Purchaser's seat.

21.2. All disputes arising from or in connection with the contract shall be settled before the Commercial Court in Belgrade, and the law of the Republic of Serbia shall be applicable. The application of trading customs and practices, conflict of laws of the private international law and the rules of the United Nation Convention on Contract for the International Sale of Goods (CISG) is precluded. However, the Purchaser shall also be entitled to bring proceedings against the Supplier before any other court, e.g. before the Supplier's court of general jurisdiction.

21.3. The invalidity of individual provisions shall not affect the validity of the remaining provisions of the contract.