Conditions of Purchase (Australia)

1. Definitions and Interpretation

1.1. Definitions

In these Conditions, unless otherwise indicated by the context:

Agreed Price means the amount(s) which Siemens Energy has agreed in writing is payable for the Work;

Agreement means the agreement between Siemens Energy and the Supplier consisting of a Purchase Order (including any special conditions), these Conditions and all documents attached by Siemens Energy or which Siemens Energy agrees are incorporated by reference;

Authority means any:

(a) government, government department or government agency;

(b) governmental, semi-governmental or judicial person including a statutory corporation; or

(c) other person (whether autonomous or not) charged with the administration of a Law;

Background IP Rights means IP Rights of a Party or a third party which: (a) are already in existence prior to the date of the Agreement; or (b) come into existence on or after the date of the Agreement otherwise than in connection with the Agreement;

Building Code means the *Code for Tendering and Performance of Building Work 2016*;

Business Day means Monday through Friday (excluding public holidays in the jurisdiction where the Work is being carried out);

Chain of Responsibility Legislation means any Commonwealth, State and Territory legislation based on or adapted from the model *Road Transport Reform (Compliance and Enforcement) Bill* 2003 and the *Heavy Vehicle National Law* as implemented by Australian State and Territory Governments;

Chief Executive Officer means the managing director, chief executive officer or the chief financial officer of a Party;

Claim means any demand, claim, action or legal proceeding of any nature including any claim for: an increase to the Agreed Price; the payment of any money (including damages); an extension of time; or a reduction of the Supplier's obligations or Siemens Energy's rights:

(a) arising out of or in relation to the Agreement (including any direction by Siemens Energy under it);

(b) arising out of or in relation to the Work under the Agreement; or

(c) arising otherwise at Law including:

(i) under statute or in equity;

(ii) in tort for negligence or otherwise (including negligent misrepresentation); and

(iii) for restitution (as a result of unjust enrichment or otherwise);

Conditions means these conditions of purchase;

Confidential Information means all information regardless of form which is disclosed directly or indirectly by the Disclosing Party to the Receiving Party in connection with the Agreement which is treated or designated as confidential by the Disclosing Party or which the Receiving Party ought to know is confidential and includes without limitation: (a) trade and business secrets; (b) information concerning customers, suppliers and Related Bodies Corporate; (c) product and pricing information; (d) samples, models and prototypes; (e) Personal Information (including information about Siemens Energy's Personnel); and (f) all information, data and knowledge of a commercial, operational, marketing, business, technical or financial nature relating to the affairs of the Disclosing Party or their Related Bodies Corporate;

Date for Delivery means the delivery date by which the Work must be delivered under the Agreement (as extended by any extension of time granted by Siemens Energy under the Agreement);

Date of Delivery means the date upon which Delivery is achieved.

Date of Final Completion means the date that Final Completion is achieved as confirmed in writing by Siemens Energy's Representative under clause 15.16;

Defect means any part of the Products or aspect of the Services which is not in accordance with the requirements of the Agreement;

Defects Liability Period means in respect of any Work, a period of 18 months commencing upon the Date of Delivery of that Work, or such other period as agreed between the Parties in writing;

Delivery means:

(a) in respect of Products – when the Products have been delivered to Site in accordance with the requirements of the Agreement and have been goods receipted by Siemens Energy; and

(b) in respect of Services – when the Services have been performed in accordance with the requirements of the Agreement; and

(c) in respect of both the Products and Services – when all associated Documents and other information required to be delivered by the Supplier under the Agreement have been received by Siemens Energy;

Delivery Schedule means the schedule (if any) agreed between the Parties for the execution of the Work showing the dates by which, or the times within which, any milestones, stages or portions of the Work are to be carried out or completed under the Agreement;

Disclosing Party means the party indirectly or directly disclosing its Confidential Information.

Dispute has the meaning given in clause 25;

Documents means all drawings, calculations, technical information, samples, specifications, software, operating and maintenance manuals and other technical information and particulars submitted (or to be submitted) by the Supplier, regardless of the form in which it is made available and irrespective of the medium in which it is embedded;

Facilities means the Supplier's sites used in connection with the Work;

Final Completion means when all Defects Liability Periods have expired, and Siemens Energy is satisfied that all of the Supplier's obligations under the Agreement have been fulfilled;

Force Majeure Event means an exceptional event or circumstance which is beyond a Party's control including:

(a) State or nationwide industrial disputes (which are not specific to that Party or that Party's employees, officers, agents, consultants, other contractors and subcontractors);

(b) Acts of God, epidemics and natural disasters (excluding inclement weather that is usual for that time of year);

(c) war, civil unrest, terrorism; and

(d) delays or disruption by Authorities,

provided that such events are unforeseeable, unavoidable, and will prevent or delay the performance of a Party's obligations under the Agreement;

GST Law means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) and any associated acts and legislative instruments;

Incoterms means Incoterms® 2020 published by the International Chamber of Commerce, Paris or such other version that may be in place as at the date of this Agreement;

IP Rights means all intellectual property and industrial rights of any description including without limitation all rights conferred by statute, common law or equity (whether or not registered or registrable and including all applications for registration) in relation to inventions (including patents), trademarks, trade and business names, designs, copyright, circuit layout rights, trade secrets, know-how, Moral Rights and confidential information and all other rights of a proprietary nature created in any part of the world as a result of intellectual activity in the industrial, scientific, literary and artistic fields;

Latent Defect means any Defect which could not reasonably have been detected prior to the expiry of the Defects Liability Period;

Law means any applicable:

(a) statutes, rules, regulations, by-laws, orders, codes, standards, ordinances and proclamations of the jurisdiction where the Work or a particular part is being carried out;

(b) principles of common law and equity;

(c) authorisations and requirements of Authorities or organisations having jurisdiction where the Work or a particular part is being carried out; and

(d) fees, charges, taxes, tariffs and duties payable in connection with the foregoing;

Loss means: (a) any cost, expense, liability, loss or damage; and (b) in relation to a Claim, Loss includes amounts payable on the Claim and, reasonable legal costs and disbursements;

Moral Rights means the moral rights granted to an author under Part IX of the *Copyright Act 1968* (Cth)

Open-Source Software means any software that is licensed royalty-free by the licensor of such software to any user of the software under any licence terms or other contract terms ("**Open Licence Terms**") which require, as a condition of modification and/or distribution of such software and/or any other software incorporated into, derived from or distributed with such software ("**Derivative Software**"):

(a) that the source code of such software and/or any Derivative Software be made available to third parties; or

(b) that permission for creating derivative works of such software and/or any Derivative Software be granted to third parties;

Party means Siemens Energy or the Supplier and "**Parties**" means both of them;

Personnel means the employees, officers, agents, consultants, other contractors and subcontractors of a Party;

Personal Information has the meaning given in the *Privacy Act* 1988 (Cth) ("**Privacy Act**");

Policies means Siemens Energy's written guidelines, policies, principles, procedures, requirements and rules including Siemens Energy's or third-party customer induction policies and Site policies which will be presented or made available to the Supplier upon written request to Siemens Energy;

PPSA means the *Personal Property Securities Act* 2009 (Cth) and all associated acts and legislative instruments;

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Privacy Laws means:

(a) the Privacy Act, the *Telecommunications Act* 1997 (Cth), the *Telecommunications (Interception) Act* 1979 (Cth) and Siemens Energy's privacy protection Policies issued from time to time; and

(b) any other Laws and Policies relating to the collection, use, storage or granting of access rights to Personal Information;

Products means the goods and other associated materials (including Documents) supplied or to be supplied by the Supplier under the Agreement including products which are the output of any Services to be provided by the Supplier;

Purchase Order means the document titled 'Purchase Order' in or to which these Conditions are referred or attached, and which is deemed to incorporate the terms of these Conditions;

Receiving Party means the party receiving the Confidential Information of the Disclosing Party.

Relevant PPSA Matter means:

(a) the Agreement;

(b) a transaction under, or in connection with, the Agreement; or

(c) any Products supplied by the Supplier, or being held by the Supplier for the benefit of Siemens Energy, in accordance with the terms of the Agreement;

Related Body Corporate has the meaning given in the *Corporations Act* 2001 (Cth);

Security means security of the type referred to in clause 9.1;

Security Interest means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind. It includes:

(a) anything which gives a creditor priority to other creditors with respect to any asset;

(b) retention of title other than in the ordinary course of day-to-day trading and

(c) a deposit of money by way of security;

Serial Defect means a Defect that occurs in at least 20% of Products supplied by the Supplier if the cause of such Defect is the same or similar;

Services means the services provided or to be provided by the Supplier under the Agreement;

Siemens Energy means Siemens Energy Pty Ltd. (ABN 69 636 537 409) of 885 Mountain Highway, Bayswater, Victoria 3153, Australia or its Related Body Corporate that places the Purchase Order;

Siemens Energy's Representative means the person nominated as such by Siemens Energy, details of whom are specified in the Agreement or notified by Siemens Energy to the Supplier in writing from time to time;

Site means the Siemens Energy or third-party site to which Products are to be delivered or at which Services are to be performed (but excludes the Facilities);

Supplier means the person or other entity named in the Purchase Order as the supplier or vendor of the Work;

Supplier's Representative means the person nominated as such by the Supplier pursuant to clause 3.16 or any other person nominated in writing by the Supplier as a replacement, details of whom are notified to Siemens Energy's Representative; and

Work means the supply of the Products and Services under the Agreement.

1.2. **Interpretation**

In these Conditions, unless otherwise agreed by the Parties or required by the context:

(a) a reference to the Agreement or any other document or agreement includes any variation, replacement or novation of them;

(b) the use of the words "includes" or "including" shall be interpreted to mean "includes" or "including without limitation";

(c) headings are for ease of reference only and do not affect interpretation;

(d) the singular includes the plural and vice versa;

(e) a gender includes all genders;

(f) a reference to "$" or "dollars" is to Australian dollars;

(g) a reference to a party to the Agreement or another agreement or document includes the Party's successors, permitted substitutes and permitted assigns (and, where applicable, the Party's legal personal representatives);

(h) a person includes a body corporate and vice versa;

(i) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;

(j) a reference to all or any part of a Law includes that Law as amended, consolidated, re-enacted or replaced from time to time;

(k) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;

(l) provisions including the words "agree", "agreed" or "agreement" require the agreement to be recorded in writing;

(m) references to clauses and schedules are to clauses in and schedules to the Agreement; and

(n) references to "day" or "year" shall mean a calendar day and a calendar year respectively.

2. Formation of Contract

2.1. Acceptance of the Purchase Order shall be deemed to be an acceptance by the Supplier of these Conditions to the exclusion of any other terms supplied by or referred to by the Supplier (including in any acknowledgement of receipt or confirmation of Purchase Order), unless and to the extent that Siemens Energy expressly agrees in writing to the incorporation of such other terms or any variation of these Conditions.

2.2. If the Supplier commences Work the Supplier shall be deemed to have accepted the Purchase Order and these Conditions notwithstanding any failure to provide written acceptance.

2.3. Upon acceptance of the Purchase Order, the Agreement commences, and the Supplier will be bound to provide the ordered Products and Services in accordance with the requirements of the Agreement. The Agreement shall continue in force until Final Completion (unless terminated earlier in accordance with the Agreement).

2.4. The Supplier shall inspect each Purchase Order and all associated documents submitted by Siemens Energy to the Supplier and shall immediately request clarification from Siemens Energy if anything is unclear or if any information appears to be ambiguous, inadequate or missing.

3. Supplier's General Obligations and Warranties

Without limiting any other obligation under the Agreement, the Supplier:

3.1. shall ensure that the Products and Services comply with and are completed in accordance with all requirements set out or referred to in the Agreement (including all specifications);

3.2. shall be responsible for any discrepancies, errors or omissions in Documents provided to Siemens Energy by the Supplier and shall carefully check information of any kind provided to it by Siemens Energy;

3.3. shall comply with all Privacy Laws in relation to Personal Information, whether or not the Supplier is an organisation bound by the Privacy Act and if it is a small business under the Privacy Act, then upon reasonable request by Siemens Energy, the Supplier agrees to choose to be treated as an organisation bound by the Privacy Act in accordance with Section 6EA of that Act during the term of the Agreement;

3.4. shall ensure that packaging for Products is suitable, minimised and environmentally compatible;

3.5. shall comply with all packaging, marking and labelling requirements of Siemens Energy that are communicated to the Supplier, (whereby the Supplier acknowledges that changes to the packaging, marketing and labelling requirements are made by Siemens Energy as required by law or to meet Siemens Energy's reasonable requirements) such as to prevent Products being damaged in transit, customer requirements or to minimise harm to the environment.

3.6. shall ensure that it and its Personnel comply with all Laws including:

(a) any applicable anti-corruption and anti-bribery Laws including Chapter 4, Division 70 (Bribery of foreign public officials) of the *Criminal Code* (Cth), anti-money laundering Laws and other criminal Laws;

(b) taxation Laws

(c) Laws relating to employees including those governing freedom of association; employment conditions, remuneration and entitlements; minimum working age; equal opportunity and discrimination;

(d) competition Laws including the *Competition and Consumer Act 2010* (Cth);

(e) Laws governing occupational health and safety and environmental protection and prohibited imports (including asbestos); and

(f) road and transport Laws (including Chain of Responsibility Legislation);

3.7. acknowledges that the Building Code may apply to the Agreement and that if so, by agreeing to undertake the Work, it is taken to have read and agreed to comply with the Building Code and to be able to demonstrate compliance;

3.8. must at all times co-operate with Siemens Energy and Siemens Energy's Personnel (including Siemens Energy's other contractors and subcontractors) in order to allow, and not to disrupt, the proper provision of any goods and services whether internally by Siemens Energy or by such Siemens Energy's' Personnel;

3.9. shall ensure that if the Supplier is required to provide Siemens Energy with Documents under the Agreement, Siemens Energy is given ownership of such Documents or Siemens Energy is granted an irrevocable, perpetual, transferable and royalty-free licence to use, duplicate and alter the Documents (and associated technical data) to meet Siemens Energy's requirements;

3.10. shall ensure that it has not relied upon information provided by or on behalf of Siemens Energy without independently verifying that

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information and satisfying itself of the accuracy, adequacy and correctness of that information;

3.11. shall ensure that in supplying the Work, the Supplier exercises the degree of skill, diligence and prudence which would reasonably be expected from a skilled and experienced Supplier engaged in the same type of work under the same or similar circumstances;

3.12. shall not change the Facilities unless agreed in writing by Siemens Energy acting reasonably;

3.13. if requested to do so, the Supplier shall:

(a) support Siemens Energy's e-business strategies, including electronic procurement activities (e-sourcing, e.g., auctions), data management, performance monitoring, electronic order processing (e-ordering, classic EDI or web-based EDI) and other process optimization measures (e.g., e-RfQ) and

(b) perform the registration and qualification process with Siemens Energy's supplier online supplier management tool (SCMStar or replacement), keep its registration details up to date and remain so qualified while it has obligations under the Agreement;

3.14. represents and warrants, without limiting any other provisions of the Agreement (or otherwise), that:

(a) all Products will:

(i) be new, of merchantable quality, and be fit for their intended purpose;

(ii) provide the full functionality and performance claimed for the Products;

(iii) be free from Defects;

(iv) comply with all requirements of the Agreement including the specifications and with generally accepted engineering, manufacturing and industry standards;

(v) not contain any type of asbestos so that all Products have nil asbestos content, and the Supplier shall provide evidence to Siemens Energy of:

(1) sampling and testing for asbestos content (where relevant) before shipping the goods to Australia); and

(2) regular risk assessment and quality assurance processes, that take into account what raw materials are used in the manufacture of the goods; where manufacturers outside Australia source their raw materials; and identifying and subsequently minimising asbestos-risk activities at the point of manufacture; and

a. in the case of software and hardware, when in operation, calculate dates correctly for the period of the useful life of the Products;

(b) all Services will be provided with due skill and care to the standard reasonably to be expected of a person performing the business of the Supplier in accordance with clause 3.11

(c) it has examined and verified Siemens Energy's requirements under the Agreement, and any other information made available in writing by Siemens Energy to the Supplier and has considered and evaluated all other information and matters relevant to the risks, contingencies and other circumstances relating to the Work (including the Site and all requirements relevant to the Work) and is satisfied that the Agreed Price includes due allowance for all such matters and things necessary for the proper performance and completion of the Work and for fulfilling all of the Supplier's obligations under the Agreement and

(d) it shall not either directly or indirectly provide to any officer, employee or agent of Siemens Energy any benefit which might reasonably be construed as an inducement for such person to show favour to the Supplier and

3.15. shall ensure that at all times a representative is appointed by the Supplier who is authorised to represent and bind the Supplier in all matters relating to the Agreement ("**Supplier's Representative**"). The Supplier shall ensure that Siemens Energy's Representative is provided at all times with the current contact details for the Supplier's Representative. The Supplier shall not change the Supplier's Representative without giving prior written notice to Siemens Energy. All matters notified by Siemens Energy to the Supplier's Representative or otherwise within the knowledge of the Supplier's Representative will be deemed to have been notified to the Supplier and within the Supplier's knowledge. The Supplier's Representative shall promptly respond to requests and queries of Siemens Energy's Representative and shall meet and liaise with Siemens Energy's Representative at such times and intervals as deemed necessary by Siemens Energy.

4. Site & Access

If the Agreement requires the Supplier to perform Work on Site:

4.1. the Supplier is responsible for inspecting the Site and surrounding areas where the Work will be performed and for ensuring that it is familiar with all Site conditions, including access, soil and subsoil conditions, asbestos and all other Site conditions relevant to the performance of the Work (including all applicable Laws) and for making all reasonable enquiries and investigations that may affect the cost and expense of executing the Work;

4.2. the Supplier shall be given access to the Site at agreed times;

4.3. the Supplier's Personnel shall attend all required Site induction sessions before commencement of Work on any Site and the Supplier shall comply with and shall ensure that when on Site, the Supplier's Personnel comply with all Policies and Laws applicable to the Site;

4.4. unless otherwise agreed in writing the Supplier shall provide at its expense all facilities, constructional plant and other amenities as may be required for the performance of the Work at the Site; and

4.5. the Supplier acknowledges and agrees that there may be other contractors on or around the Site and agrees that the Agreed Price includes all of the Supplier's costs and expenses associated with managing the Supplier's interface and co-ordination of the Works with the works of such other contractors.

5. Delivery

5.1. The Supplier shall deliver Products in accordance with the relevant Incoterms specified in the Agreement, or, if no Incoterms are so specified, without additional charge to Siemens Energy, to the Site for delivery stated in the Agreement by the stated Dates for Delivery.

5.2. Siemens Energy may postpone delivery of Products and the Supplier shall comply with any such instruction. Unless the postponement was due to a Force Majeure Event or any act, default, negligence or omission of the Supplier or the Supplier's Personnel, the procedures set out in clause 11 shall apply to such postponement by Siemens Energy.

5.3. Without limiting any other provision of the Agreement or any Law, the Supplier shall ensure that, in delivering the Products and when using vehicles, machinery and equipment in connection with the Work, the Supplier and its Personnel:

(a) comply with all mass, dimension and load restraint requirements for vehicles and the carriage of goods;

(b) comply with all driving hours, speed and traffic requirements;

(c) comply with all relevant requirements in relation to container weight declarations;

(d) manage all transport and journey documentation, including consignment notes, declarations, manifests and log books;

(e) provide Siemens Energy, upon request, with all information and documentation reasonably required by Siemens Energy (or a relevant Authority) to monitor or audit compliance with this clause (including permitting inspections of transport and journey documentation and vehicles);

(f) notify Siemens Energy upon becoming aware of any breach by the Supplier or its Personnel of this clause;

(g) be responsible for the safe transportation of the Products and any equipment necessary for the performance of the Work to, from and on the Site in accordance with the Delivery Schedule;

(h) investigate the route for transport of the Products and be responsible for any civil works in relation to the roads that are necessary to ensure that its loads can be transported to meet the requirements of the Agreement;

(i) obtain any necessary permits relating to the movement of its loads to, from and on the Site;

(j) comply with all regulations regarding traffic, transit or access of labour, goods, equipment and materials, to, from and on the Site and must also comply with all Laws applicable to the use of existing public and private roads;

(k) develop a detailed traffic management and transportation plan for the Work, and produce a copy upon request to Siemens Energy;

(l) ensure that the Supplier and the Supplier's Personnel exercise due care in using the transport routes so as not to cause damage to any of the roads or bridges connecting with or on the route to, from and on the Site by any traffic of the Supplier or any of the Supplier's Personnel;

(m) continuously inform itself of the suitability of the planned transport route and take into account and plan for the relevant climatic conditions and their influence on the transport route; and

(n) at the Supplier's risk and expense verify that any vehicles, machinery and equipment made available by Siemens Energy for transportation fulfils the requirements for the Products being transported and exercise the same degree of care over such vehicles, machinery and equipment as if they were the Supplier's own.

5.4. The Supplier shall ensure that:

(a) appropriate vehicles, machinery and equipment are available to transport the Products by the Date for Delivery and that such vehicles, machinery and equipment are in good working and maintained condition; comply with all Laws; have been

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inspected and passed as ready and safe for operation in accordance with such Laws; are suitable for the Work and meet all requirements of the Agreement; are equipped with sufficient means for securing and protecting the Products and are equipped with fully operational communication systems;

(b) operators and drivers are available at all times necessary to operate vehicles, machinery and equipment in order to support the proper sequence, performance and completion of the Work; and

(c) all operators and drivers are capable, experienced, sufficiently qualified, certified and suitable to perform the Work in accordance with the Law and are trained in occupational health and safety and instructed to stop Work whenever they consider it likely that the Work does not comply with occupational health, safety or environmental regulations and to inform Siemens Energy accordingly.

5.5. The Supplier shall bear the risk of delays including waiting time during transportation unless such delay is caused by Siemens Energy.

5.6. The Supplier shall ensure that prior to the delivery or use of any dangerous goods or hazardous substance (together known as "**Hazardous Substance**"), the Supplier:

(a) applies appropriate labelling;

(b) provides Siemens Energy with a copy of the current Safety Data Sheet for such Hazardous Substance that complies with the National Code of Practice for the Preparation of Safety Data Sheets for Hazardous Chemicals; and

(c) provides Siemens Energy with a completed risk assessment, if Services include the use of such Hazardous Substances.

5.7. Unless otherwise agreed between the Parties in writing the Supplier shall ensure that all Products are adequately insured, packaged and protected, loaded and transported to ensure safe delivery to the Site by the Date for Delivery including, where carriage is by sea, ensuring that non-containerised Products are stowed under deck, unless otherwise agreed by Siemens Energy in writing.

5.8. The Supplier shall ensure that Products are accompanied by the requisite delivery documents (including any shipping and customs documents) at no additional cost and that a delivery note excluding the price is supplied with all deliveries and shall provide Siemens Energy with copies of all transport related permits and any other transport documents promptly upon request or at the times set out in the Agreement.

5.9. Delivery notes must include all information requested by Siemens Energy and the Supplier must obtain the signature of an authorised representative of Siemens Energy on the delivery note evidencing goods receipt. The signing of the delivery note or the passing of title to Siemens Energy will not constitute approval by Siemens Energy of the Supplier's performance of its obligations, nor be taken as an admission or evidence that any of the Products comply with the requirements of the Agreement nor prejudice any rights or powers of Siemens Energy in any way.

5.10. Partial, advance, excess or short deliveries may only be made with the prior written consent of Siemens Energy's Representative. The Supplier shall indemnify Siemens Energy for any Loss suffered or incurred by Siemens Energy as a result of any unapproved partial, advance, excess or short deliveries (including transport costs).

6. Title, Property and Risk

6.1 Unless otherwise agreed between the Parties, title to and property in Products passes to Siemens Energy upon payment or delivery, whichever occurs first. Risk in Products shall pass to Siemens Energy in accordance with the relevant Incoterms specified in the Agreement (or if no Incoterms are so specified, upon the Date of Delivery of the Products to the nominated Site for delivery specified in the Agreement).

6.2. For each Product, the Supplier warrants that at the time of delivery of the Product to Site:

(a) the Supplier has complete ownership of the Product free of any liens, charges, Security Interests and encumbrances and provides the Product to Siemens Energy on that basis; and

(b) Siemens Energy is entitled to clear, complete and quiet possession of the Product.

7. Export Control and Foreign Trade Regulations

7.1. 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 this Agreement contain products and/or services restricted for import under Foreign Trade Regulations applicable to Siemens Energy, including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection or by the Australian regulatory authorities.

7.2. The Supplier shall advise Siemens Energy in writing as early as possible but not later than 14 days after receipt of the Purchase Order – and in case of changes without undue delay – of any information and data required by Siemens Energy to comply with all Foreign Trade Regulations in the case of export and import as well as re-export, including:

(a) all applicable export list numbers, including the 'Export Control Classification Number' according to the U.S. Commerce Control List (ECCN); and

(b) 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 (such as the EU Combined Nomenclature, EU Customs Tariff (TARIC), or US Harmonised Tariff Schedule (HTS)); and

(c) 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 (such as packing list, delivery note, bill of lading, GAI) and

(d) upon Siemens Energy's request:

(i) preferential statement including the Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers) and

(ii) evidence of the country of origin of the iron and steel imports used in the processing of the products.

(e) The Supplier shall be liable for any expenses and or damage incurred by Siemens Energy due to any breach of its obligations under this clause 7.2.

7.3. The Supplier warrants that all Products exported by the Supplier to Australia are not exported at a price below their 'Normal Value' as that term is defined in the *Customs Act* 1901 (Cth).

7.4. Siemens Energy shall not be obligated to fulfil the Agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

7.5. **Ban on re-exports to Russia ("No-Russia-Clause")**

(a) The following clause 7.5 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 Agreement

(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) 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:

(b) Siemens Energy hereby prohibits 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 Siemens Energy under the Agreement.

(c) Siemens Energy shall be entitled to terminate the Agreement by written notice in the event of a breach by the Supplier of the obligation pursuant to this clause. Upon termination, the Supplier shall pay to Siemens Energy all costs and damages incurred by Siemens Energy resulting from such termination or, if not ascertainable, then as a genuine pre-estimate of loss, liquidated damages in the amount of 20 % of the Agreed Price.

(d) Notwithstanding clause 7.5(c), 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 clause 7.5 and the Supplier shall compensate Siemens Energy for all losses and expenses suffered or incurred resulting therefrom.

8. Price & Payment

8.1. The Supplier shall only invoice Siemens Energy at the times or intervals set out in the Agreement or at such other times as otherwise agreed between the Parties. Subject to any contrary term of the Agreement and Siemens Energy's rights under the Agreement, Siemens Energy shall pay the Supplier no later than 90 days after the Supplier's correctly rendered invoice is received.

8.2. If the Supplier makes a payment claim under any applicable Australian security of payment legislation, the payment claim (to the extent that it is undisputed) shall become due and payable by Siemens Energy within the shorter of:

(a) the 90-day payment period specified in clause 8.1; and

(b) the maximum period permitted by such legislation.

8.3. Unless otherwise specified in the Agreement, prices:

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(a) are fixed and may not be varied without the prior written consent of Siemens Energy; and

(b) are in Australian dollars and include all Government taxes, duties, excises, tariffs and charges (except GST).

8.4. Siemens Energy shall not be required to pay any invoice (or any part of the invoice) or reimburse the Supplier for any approved expenses unless Siemens Energy receives a correctly rendered invoice. An invoice will be correctly rendered if:

(a) the Work to which the invoice relates has been provided in accordance with the requirements of the Agreement;

(b) the specified amount is correctly calculated and due for payment;

(c) the invoice specifies the Purchase Order number, Product item number (if applicable) and all other relevant details requested by Siemens Energy and the invoice is set out in a manner that enables Siemens Energy to ascertain the Work to which the invoice relates and the amount payable in respect of such Work;

(d) the invoice is accompanied (where necessary or where reasonably requested by Siemens Energy) by verifying documentation;

(e) the invoice reflects the Agreed Price or expenses which have been previously approved by Siemens Energy;

(f) the invoice includes all information necessary for it to be used as a valid tax invoice for GST purposes (where the invoice includes an amount in respect of GST);

(g) the invoice is forwarded to the correct Siemens Energy invoice address specified in the Purchase Order; and

(h) the invoice is accompanied by a Subcontractor Statement in accordance with clause 8.10 (if applicable).

8.5. Siemens Energy shall not be required to pay the Agreed Price (or any part of the Agreed Price) for the Work or reimburse the Supplier for any agreed expenses unless the Supplier has provided Siemens Energy with:

(a) all required bank details to enable the electronic transfer of the Agreed Price;

(b) Security (if any is required by Siemens Energy) in accordance with the terms of the Agreement; and

(c) evidence that all insurance required to be affected by the Supplier under the Agreement has been effected.

8.6. The Supplier acknowledges and agrees that Siemens Energy may withhold from the Agreed Price otherwise payable to the Supplier any amounts required to be withheld or remitted by Siemens Energy to relevant authorities under any applicable Laws.

8.7. The Parties agree that the consideration for any supply made under or in connection with the Agreement does not include GST. To the extent that any supply made under or in connection with the Agreement is a taxable supply, the consideration for that taxable supply is the amount for that taxable supply specified in the Agreement plus GST and the GST must be paid at the same time as the payment for the Taxable Supply is required to be made under the Agreement. Each Party must do all things (including providing the other Party with tax invoices and all other documentation that may be necessary or desirable to enable or assist the other Party to claim any input tax credit, adjustment, set off, rebate or refund for or in relation to any amount of GST paid or payable pursuant to any taxable supply made under or in connection with the Agreement). Words used in this clause which have a defined meaning in the GST Law have the same meaning as given in the GST Law, unless the context otherwise requires.

8.8. Siemens Energy and the Supplier may agree in writing upon special pricing arrangements such as rebate schemes, price review mechanisms, exchange rate variation mechanisms and rise and fall pricing.

8.9. Without prejudice to any other rights or remedies available to Siemens Energy, Siemens Energy may set off, deduct or withhold from any amount due by Siemens Energy to the Supplier any amount which the Supplier, is liable to pay to Siemens Energy however or whenever incurred (including under an indemnity).

8.10. To the extent permitted by Law, Siemens Energy has no obligation to make any payment in respect of any Supplier invoice unless and until:

(a) if the Products or Services are to be supplied to or from New South Wales, the Supplier has first given to Siemens Energy, for the month to which the Supplier's invoice relates, a completed subcontractor's statement regarding workers' compensation, payroll tax and remuneration in the form prescribed by the New South Wales Government;

(b) if Products or Services are to be supplied to or from any other Australian State or Territory, the Supplier has first given to Siemens Energy a statutory declaration (in any applicable form) for the month to which the Supplier's invoice relates, declaring that, in respect of the invoiced Work, all of the Supplier's Personnel have been paid all monies due and payable to them (including superannuation and other entitlements) and all taxes, whether State or Federal, have been paid in respect of them including any State and/or Territory pay-roll tax; and

(c) the Supplier has provided certificates of currency for all insurances required to be effected and maintained by the Supplier under clause 23.

8.11. If Siemens Energy becomes liable to pay any amount to any third party by reason of the Supplier's failure to provide the documentary evidence required under the Agreement, then clause 8.9 applies and Siemens Energy may pay such amount and may also have recourse to any Security it may be holding from the Supplier to pay any such liability.

8.12. Payment by Siemens Energy to the Supplier shall not:

(a) constitute approval or acceptance of the Work or prejudice any claim by Siemens Energy;

(b) constitute evidence of the value of any Work; or

(c) be construed to mean that the Work has been supplied in accordance with the Agreement and shall not relieve the Supplier from any of the Supplier's obligations and responsibilities under the Agreement.

8.13. The Supplier must notify Siemens Energy in writing if any of the Supplier's contractors, subcontractors, consultants or suppliers ("**Contractors**") are or may be entitled to exercise a right to suspend work under a relevant agreement or subcontract pursuant to any security of payment legislation in force in Australia.

8.14. In circumstances described in clause 8.13 above:

(a) Siemens Energy is entitled (but is not obliged) to provide a form of security to or to pay the Contractor to avoid suspension of work by such party; and

(b) the Supplier indemnifies Siemens Energy for any loss or damage (direct or indirect) that Siemens Energy may suffer as a result of a suspension by a Contractor, unless and to the extent that such suspension is caused by the acts of Siemens Energy or Siemens Energy's Personnel (other than the Supplier).

8.15. If Siemens Energy exercises its entitlement to provide a form of security to or to pay a Contractor under clause 8.14, then the amount of that security or payment plus any associated costs to Siemens Energy arising from a call on that security or provision of that security will be a debt due by the Supplier to Siemens Energy and may be set-off by Siemens Energy against any other payments that are due or become due to the Supplier.

9. Security

9.1. Siemens Energy may deduct retention monies equal to 5% of the value of each invoice (or such other percentage as agreed between the Parties in writing) due and payable to the Supplier to secure the proper performance of the Supplier's obligations under the Agreement. The Supplier may at any time provide an unconditional bankers' undertaking with a bank and in a form reasonably approved by Siemens Energy in lieu of retention monies.

9.2. Siemens Energy may have recourse to the Security if Siemens Energy incurs or suffers any Loss or Claim due to any act, default, negligence or omission of the Supplier or the Supplier's Personnel and the Supplier must not take any steps to injunct or otherwise restrain:

(a) any issuer of such Security from paying Siemens Energy pursuant to the Security;

(b) Siemens Energy from taking any steps for the purposes of making a demand under any such Security or receiving any payment under any such Security; or

(c) Siemens Energy using the Security proceeds.

9.3. Siemens Energy:

(a) is not obliged to pay the Supplier interest in connection with any Security or the proceeds of any Security converted into cash; and

(b) does not hold any Security proceeds on trust for the Supplier.

9.4. Without limiting the generality of clause 9.2, Siemens Energy shall be entitled to have recourse to the Security provided under the Agreement, for amounts which Siemens Energy is required to pay to third parties (whether pursuant to the Law or otherwise) due to any acts, default or omissions of the Supplier.

9.5. Subject to any recourse, the amount of the Security shall be reduced by 50% upon the Date of Delivery of the Work and the remainder shall be paid or released within 14 Business Days after the Date of Final Completion.

10. Time

10.1. The Supplier shall perform the Work under the Agreement competently, with due expedition and without delay (including in accordance with the Delivery Schedule (if any) for the Work) so as to deliver the Work by the Date for Delivery, which date is binding and of the essence of the Agreement.

10.2. The Supplier shall take all reasonable steps to avoid delay and shall notify Siemens Energy immediately if a delay to the Delivery Schedule (if any) or the Date for Delivery is expected to occur. The Supplier shall bear all costs of any express shipments required to enable the Supplier to meet the applicable Date for Delivery.

10.3. The Supplier shall ensure that progress (including against the Delivery Schedule (if any)) is monitored at all times and shall update

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Siemens Energy of this progress at the intervals requested by Siemens Energy. The Supplier shall inform Siemens Energy of the name of the Supplier's employee who shall be responsible for monitoring deadlines and shall ensure that such employee is authorised to take all measures and to issue all instructions which, in Siemens Energy's opinion, may be necessary to ensure that deadlines are adhered to.

10.4. Review of, comments on or approval of, or any failure to review or comment on, any Delivery Schedule by Siemens Energy will not:

(a) relieve the Supplier from, or alter, the Supplier's liabilities or obligations under the Agreement;

(b) evidence or constitute the granting of an extension of time or a direction by Siemens Energy to accelerate, disrupt, prolong or vary any Work under the Agreement; or

(c) affect the time for carrying out the Work under Agreement.

10.5. The Supplier shall ensure that any Work supplied on a Siemens Energy or Siemens Energy's customer Site is performed during the hours agreed between the Parties.

10.6. If the Supplier does not achieve Delivery by the Date for Delivery, the Supplier shall pay to Siemens Energy (and Siemens Energy may deduct) liquidated damages equal to 1% of the Agreed Price for each day of delay capped at 10% of the Agreed Price (or such other liquidated damages amount, and cap as may be agreed between the Parties in writing). Liquidated damages shall be applied from the Date for Delivery up until the earlier to occur of: (a) the Date of Delivery; and (b) the liquidated damages cap being reached.

10.7. The Supplier acknowledges that the liquidated damages set out in the Agreement are a genuine pre-estimate of loss, are not a penalty and are without prejudice to any other rights or remedies of Siemens Energy under the Agreement. The obligation to pay or payment of such liquidated damages by the Supplier shall not affect any other obligations of the Supplier under the Agreement.

11. Extensions of Time

11.1. The Supplier may claim an extension of time under the Agreement in accordance with this clause if the Supplier has been or will be delayed in executing the Work by the Date for Delivery due to:

(a) a breach of contract by Siemens Energy;

(b) postponement under clause 5.2 unless the instruction was due to any act, default, negligence or omission by the Supplier or the Supplier's Personnel;

(c) variations directed in writing by Siemens Energy under clause 12 (unless such variation has been requested due to any act, default, negligence or omission by the Supplier or the Supplier's Personnel);

(d) suspension under clause 13.2 (unless the suspension was due to any act, default, negligence or omission of the Supplier or the Supplier's Personnel); or

(e) a Force Majeure Event, however, neither party's rights under clause 30.4 are limited under this clause.

11.2. If an extension of time is granted by Siemens Energy, Siemens Energy shall as soon as practicable notify the Supplier in writing of the extension of time granted and if the claim for an extension of time (or any part) is rejected, Siemens Energy shall notify the Supplier of the reasons for the rejection.

11.3. The Supplier shall not be granted an extension of time under the Agreement unless the delay for which the extension is claimed is on the critical path of the Delivery Schedule (if any) or has affected or will affect the Supplier's ability to meet the Date for Delivery. Where there are concurrent delays, the Supplier shall not be entitled to claim an extension of time for the period where the delays overlap.

11.4. As a condition precedent to being granted an extension of time, the Supplier must:

(a) notify Siemens Energy in writing of the likelihood of the delay, as soon as becoming aware of the likelihood of the delay;

(b) take all reasonable steps possible to prevent the cause of the delay and to mitigate the extent and consequences of the delay;

(c) within 7 days after the occurrence of the cause of any delay, notify Siemens Energy in writing of the Supplier's intention to apply for an extension of time, specifying the cause of the delay, an estimated duration of the delay and the steps that the Supplier will take to mitigate the delay (which notices shall be consecutively numbered and otherwise be in the format requested by Siemens Energy);

(d) within 14 days after the occurrence of the cause of any delay, give Siemens Energy a written claim for an extension of time. The claim shall state all the facts upon which the claim is based, the extension period claimed and shall show and justify any effect the extension of time shall have on the Delivery Schedule (if any) and the Date for Delivery, which claim shall be accompanied by a copy of the Delivery Schedule (if any) which has been marked up to show the direct impact of the delay and the revised Date for Delivery.

11.5. Notwithstanding that the Supplier is not entitled to or has not claimed an extension of time, Siemens Energy may at any time and from time to time before Final Completion direct an extension of time.

12. Variations

12.1. Siemens Energy may direct the Supplier to vary the Work including by increasing, decreasing, or omitting any part of the Work. The Supplier shall not vary the Work except as directed in writing by Siemens Energy.

12.2. The Supplier shall immediately notify Siemens Energy if the Supplier considers that it is not possible for the Supplier to comply with a variation direction and shall provide written reasons for not being able to do so.

12.3. If the Supplier considers that the variation will have an effect on the value of the Work, the Date for Delivery, or the Delivery Schedule, or if so, requested in writing by Siemens Energy, the Supplier shall:

(a) within 5 Business Days after a variation is directed, submit to Siemens Energy a statement advising whether or not a difference in Agreed Price will arise as a result of the directed variation and shall advise Siemens Energy of the approximate value;

(b) within 10 Business Days after a variation is directed, submit to Siemens Energy a detailed estimate of the cost of any variation which statement shall set out all adjustments to the Agreed Price and

(c) comply with clause 11 if it intends to claim an extension of time.

12.4. The Supplier shall promptly implement variations to the Work directed by Siemens Energy.

12.5. Siemens Energy will determine the value of a variation in accordance with the following order of precedence:

(a) agreement of the parties;

(b) if this Agreement includes a schedule of rates for the purposes of valuing variations, those rates will be used to the extent applicable; or

(c) to the extent that clauses 12.5(a) and 12.5(b) do not apply, reasonable rates and values will be used.

12.6. The Supplier shall not be entitled to claim any payment for any variation:

(a) unless Siemens Energy has directed the Supplier in writing to execute the variation and the Supplier has complied with this clause 12 or

(b) if the variation was directed by Siemens Energy due to any act, default, negligence or omission of the Supplier or the Supplier's Personnel.

12.7. No variation shall invalidate the Agreement and the Supplier agrees that Siemens Energy may engage others to carry out any parts of the Work which Siemens Energy directs the Supplier to omit. Any direction to omit Work will not constitute a repudiation of the Agreement regardless of the extent or timing of that direction.

13. Suspension

13.1. The Supplier shall not suspend the supply of the Work without a written request from Siemens Energy.

13.2. Siemens Energy may at any time request that the progress of the whole or part of the Work under the Agreement be suspended for such period as Siemens Energy deems necessary. In such case, the Supplier shall, in consultation with Siemens Energy, cease to perform the applicable Work. If during a suspension period, Siemens Energy instructs the Supplier to resume the Work, the Supplier shall promptly recommence execution of the Work.

13.3. Unless the suspension was due to a Force Majeure Event or any act, default, negligence or omission of the Supplier or the Supplier's Personnel, Siemens Energy shall pay to the Supplier the direct reasonable and unavoidable costs incurred as a result of the suspension including third party storage costs, costs of demobilisation and remobilisation of labour, plant and equipment set up to produce the Work provided that such costs are unavoidable, substantiated to Siemens Energy (in a written form reasonably requested by Siemens Energy) and only to the extent that the Supplier cannot recover or mitigate such costs and Siemens Energy shall have no further liability to the Supplier in respect of the suspension.

13.4. Suspension shall not affect the Date for Delivery specified in the Agreement, but the cause of the suspension may be a ground for the Supplier to seek an extension of time.

14. Notification of Claims

To the extent permitted by Law, Siemens Energy shall not be liable in respect of any Claim (whether in contract, tort, negligence at equity or otherwise) arising out of or in relation to the Agreement or the Work unless:

14.1. the Supplier has given Siemens Energy notice in writing within 14 days of first becoming aware of the event or circumstances on which the Claim is based; and

14.2. within 28 days of the cessation of the events or circumstances on which the Claim is based, the Supplier has provided a Claim.

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15. Quality Assurance & Defects

15.1. The Supplier shall plan, establish and maintain a quality system which ensures conformance of the Work with the requirements of the Agreement. The Supplier shall provide Siemens Energy with access to the quality systems of the Supplier and the Supplier's Personnel upon request by Siemens Energy to enable Siemens Energy to inspect, test and monitor the Supplier's compliance with the requirements of the Agreement. Without limiting any other provision of the Agreement, the Supplier shall comply with any specific quality management requirements of Siemens Energy which are notified to it by Siemens Energy from time to time.

15.2. Siemens Energy and third parties authorised by Siemens Energy, may upon giving the Supplier reasonable notice, inspect the Work being carried out by the Supplier or the Supplier's Personnel (at any stage of progress) at the Site and the Facilities. As part of such inspections, Siemens Energy may (amongst other things):

(a) monitor compliance with applicable Laws;

(b) review, inspect, examine and witness any scheduled testing of Products;

(c) review the Supplier's progress against the Delivery Schedule (if any) and the Supplier's ability to meet the Date for Delivery;

(d) inspect any test equipment used in measuring or testing Products at the scheduled time of testing for such Products; and

(e) examine the production status and test the quality of Products.

15.3. The Supplier and the Supplier's Personnel shall provide all the requisite test and inspection equipment, devices and personnel required for the purposes of carrying out any Product quality tests and inspections (at the Supplier's cost). Siemens Energy will use reasonable endeavours not to interfere with the day-to-day operations of the Supplier and the Supplier's Personnel while carrying out any of the tests and inspections under this clause 15.

15.4. The Supplier shall not be released from any of the Supplier's obligations arising out of or in relation to the Agreement by the fact that Siemens Energy or third parties authorised by Siemens Energy perform any quality reviews.

15.5. The Supplier shall agree the same quality assurance measures as set out in clauses 15.1 through 15.3 above with the Supplier's subcontractors and shall ensure that such subcontractors grant corresponding access, inspection, testing and monitoring rights to Siemens Energy and third parties authorised by Siemens Energy.

15.6. Siemens Energy shall not be deemed to have accepted any Work until Siemens Energy has had a reasonable time to inspect and perform tests, even if it has signed a delivery receipt or made any payment. Siemens Energy may perform tests to confirm compliance of the Work with the Agreement. If such tests show that the Work does not materially conform to the requirements of the Agreement, Siemens Energy's reasonable costs of such testing shall be a debt due and owing by the Supplier to Siemens Energy.

15.7. Siemens Energy may direct the Supplier to rectify any Defects which occur during the Defects Liability Period by (at Siemens Energy's option) either:

(a) repairing or replacing the defective Products; re-supplying the defective Services (or paying for the cost of the Products to be repaired or replaced or Services to be re-supplied) and correcting and supplying Siemens Energy with all associated updated Documents; and

(b) providing Siemens Energy with any materials, parts, drawings, Documents and instructions necessary to correct or have the Defect corrected.

15.8. If Siemens Energy makes a direction to rectify any Defects, the Supplier shall (at the Supplier's cost and without prejudice to any of Siemens Energy's other rights and remedies) promptly:

(a) carry out the rectification to Siemens Energy's satisfaction at times and in a manner causing as little inconvenience to Siemens Energy as is reasonably possible;

(b) commence and complete the rectification of Defects by the dates specified by Siemens Energy, or if no timetable is provided by Siemens Energy as soon as practicable after notification of the Defect by Siemens Energy; and

(c) dispose of rejected Products (or parts thereof) (if requested to do so by Siemens Energy).

15.9. There shall be a further, separate defects liability period for the rectified Work equal in length to the Defects Liability Period (unless otherwise agreed between the Parties in writing) which shall commence upon the date of completion of the rectification, and which shall be governed by this clause.

15.10. If the rectification is not commenced or completed by any dates specified by Siemens Energy or otherwise in accordance with this clause 15, or if Siemens Energy reasonably considers that the Defects are incapable of being rectified by the Supplier within the required time frame or at all, Siemens Energy may at Siemens Energy's option (without prejudice to any of Siemens Energy's other rights and remedies):

(a) rectify the Defect or have the rectification carried out by others at the Supplier's cost; or

(b) reject all or part of the Product or Services in which case:

(i) the Supplier shall refund to Siemens Energy any payments made by Siemens Energy in respect of such rejected Product and Services;

(ii) the Supplier shall arrange for the removal of rejected Product (if any) at its cost within the reasonable period of time specified by Siemens Energy; and

(iii) title and risk in rejected Product shall revert to the Supplier upon receipt by Siemens Energy of the refund.

15.11. The Supplier shall indemnify Siemens Energy on demand from and against all Loss and Claims suffered or incurred by Siemens Energy and Siemens Energy's Personnel (including payments required to be made to third parties) arising out of or in relation to a Defect and its rectification including additional labour costs (on a time and materials basis); costs associated with removing and returning defective Products; inspection, evaluation and testing costs; re-working, consumable and installation costs; additional transportation costs; and all other additional internal administration, processing and travel costs.

15.12. If Siemens Energy exercises its right under this clause 15 to carry out or have others carry out any rectification work, the Supplier shall remain responsible for the Work in accordance with the Agreement.

15.13. Until Product Defects are rectified in full, the Supplier shall bear the risk of accidental loss, destruction or deterioration to such defective Product.

15.14. For a period of 2 years after expiry of the Defects Liability Period, the Supplier shall remedy all Latent Defects on the same terms and conditions as apply to the rectification of Defects during the Defects Liability Period.

15.15. If a Serial Defect is identified the Supplier shall, at Siemens Energy's request, rectify the Serial Defect in all the Products affected by the Serial Defect in accordance with the defect provisions contained in this clause 15 (irrespective of whether the Serial Defect has manifested itself in all of the individual Products). The Parties shall use reasonable endeavours to ensure that repair or replacement is carried out at a time that will cause as little disruption as possible to Siemens Energy and any person to whom the Products have been on-supplied (including where relevant taking into account any planned maintenance periods that may apply to the Products affected by the Serial Defect).

15.16. Within 42 days after the expiry of the last Defects Liability Period under the Agreement, Siemens Energy's Representative shall notify the Supplier of the Date of Final Completion. The issue of such notice shall not prejudice any claim by Siemens Energy or relieve the Supplier from any of its unfulfilled obligations or responsibilities including with respect to Latent Defects and Serial Defects.

16. Personnel and Subcontracting

16.1. If requested to do so by Siemens Energy, the Supplier shall provide Siemens Energy with an up to date, detailed organisational chart showing the positions of key Supplier Personnel associated with the provision of the Work ("**Key Supplier Personnel**").

16.2. Siemens Energy may request the Supplier to ensure that the Work under the Agreement is provided by particular Key Supplier Personnel. Siemens Energy may require the Supplier to immediately replace any of the Key Supplier Personnel on reasonable grounds.

16.3. The Supplier shall use its best endeavours to:

(a) supply and retain the Key Supplier Personnel;

(b) promptly inform Siemens Energy if any of the Key Supplier Personnel cease or give notice of an intention to cease being engaged by the Supplier;

(c) promptly replace any Key Supplier Personnel who cease being engaged by the Supplier with a person having the necessary skill, experience, expertise and qualifications to perform the Work;

(d) ensure that appropriate Key Supplier Personnel attend meetings if requested to do so by Siemens Energy.

16.4. The Supplier is responsible for supervising the Supplier's Personnel and bears the risk of any dispute, delay, disruption or inefficiency connected with or relating to any industrial action, of any of the Supplier's Personnel where that action arises out of or in connection the Work under the Agreement or the way in which the Supplier conducts its business.

16.5. The Supplier shall not subcontract the whole or any part of the Work without obtaining the prior written consent of Siemens Energy. To the extent permitted by Law, the Supplier shall remain responsible for all acts, defaults, negligence and omissions of its subcontractors at all times and shall maintain and provide a list to Siemens Energy of all approved subcontractors upon request by Siemens Energy.

17. Relationship between the Parties

17.1. The relationship between the Parties is one of independent contractor at all times. Nothing in the Agreement is intended to:

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(a) create an agency, partnership, joint venture or fiduciary relationship between Siemens Energy and the Supplier; or

(b) have the effect of making any of the Supplier's Personnel the employees of Siemens Energy.

17.2. The Supplier shall pay all applicable salaries, leave entitlements, taxes (including payroll and PAYG taxes), superannuation and workers' compensation for the Supplier's employees.

17.3. The Supplier shall provide Siemens Energy with all necessary information to enable Siemens Energy to answer any enquiries made by the Australian authorities arising out of or in relation to the Agreement.

17.4. The Supplier shall provide satisfactory evidence to Siemens Energy of the Supplier's compliance with this clause 17 upon request.

18. Siemens Energy's property

18.1. Siemens Energy may from time-to-time supply goods and materials ("**Siemens Energy Material**") to the Supplier to enable the Supplier and the Supplier's Personnel to perform the Work. Legal title to and property in all Siemens Energy Material supplied by Siemens Energy for the Work shall remain with Siemens Energy and shall not pass to the Supplier under any circumstances. The Supplier shall only use the Siemens Energy Material to perform the Work and for no other purpose and bears the risk of loss, damage or deterioration to it. The Supplier shall store and take appropriate care of the Siemens Energy Material and compensate Siemens Energy for all Loss sustained by Siemens Energy if any Siemens Energy Material is lost or damaged or deteriorates. The Supplier must deliver the Siemens Energy Material to Siemens Energy upon request by Siemens Energy.

18.2. To the extent applicable, the Supplier consents to Siemens Energy perfecting Siemens Energy's interest in any goods provided by Siemens Energy to the Supplier by registration under the PPSA and agrees to do anything reasonably requested by Siemens Energy to enable Siemens Energy to do so.

18.3. All drawings, specifications, information and samples provided by Siemens Energy shall remain Siemens Energy's sole and exclusive property and is deemed to be Confidential Information. Siemens Energy makes no warranties regarding the accuracy of, and shall not be liable for, any defects, mistakes or inaccuracies in such documents, information or samples.

19. PPSA

The Supplier must:

19.1. not register or otherwise perfect or seek to perfect any Security Interest in or in connection with a Relevant PPSA Matter;

19.2. use best endeavours to ensure that no third-party registers or otherwise perfects or seeks to perfect any Security Interest in or in connection with a Relevant PPSA Matter;

19.3. remove from, and use best endeavours to ensure third parties remove from, any relevant register any Security Interest in or in connection with a Relevant PPSA Matter that the Supplier or such other third party has previously registered; and

19.4. ensure all subcontracts (if any) entered into by the Supplier in connection with the Work have, for the benefit of Siemens Energy, a clause that reflects this clause 19.

20. Confidentiality

20.1. Both parties shall:

(a) keep confidential, and not use, access, copy or disclose any Confidential Information except as permitted by this clause 20 or otherwise consented to by the Disclosing Party in writing; and

(b) immediately notify the Disclosing Party if the Receiving Party becomes aware of any loss or unauthorised use, access, copying, disclosure or publication of any Confidential Information.

20.2. Both parties may, to the extent necessary, use Confidential Information for the purposes of performing its obligations or exercising its rights arising under the Agreement.

20.3. The Supplier may disclose Confidential Information to the Supplier's Personnel who have a specific need to access that Confidential Information for the purposes of enabling the Supplier to perform its obligations or exercise its rights arising under the Agreement provided that:

(a) the Supplier's Personnel have first been made aware of the terms upon which the Confidential Information has been disclosed to the Supplier and a duty to handle such Confidential Information in confidence is imposed upon the Supplier's Personnel;

(b) the Supplier ensures that the Supplier's Personnel comply with the terms of this clause as if they were parties to the Agreement; and

(c) any breaches of this clause 20 by the Supplier's Personnel shall be deemed to be breaches by the Supplier.

20.4. Siemens Energy may disclose the Confidential Information to Siemens Energy's Personnel, its Related Bodies Corporate and its Related Bodies Corporate's Personnel as it deems reasonably necessary.

20.5. The confidentiality obligations in this clause 20 do not apply to Confidential Information which:

(a) is or becomes public knowledge other than as a result of a breach of confidence;

(b) is lawfully obtained by the Receiving Party from a third party without any confidentiality obligation (other than as a result of a breach of confidence);

(c) is independently developed by the Receiving Party without reference to any obtained Confidential Information; or

(d) the Receiving Party is required to disclose to comply with any applicable Law, legally binding court order, request by a governmental agency or under the rules of a stock exchange.

20.6. The burden of proving that Confidential Information falls within an excluded category in clause 20.5 rests with the Disclosing Party.

20.7. If any Laws require that Confidential Information be passed on to public bodies for the purpose of obtaining approvals and permits, the Receiving Party shall do everything reasonably within the Receiving Party's power to ensure that such Confidential Information is also treated confidentially by such public bodies.

20.8. Siemens Energy may at any time request the Supplier to either destroy or return to Siemens Energy all Confidential Information received from Siemens Energy. The Supplier shall destroy or return the Confidential Information (and all copies of such Confidential Information) to Siemens Energy within 14 days after receipt of Siemens Energy's request.

20.9. The duty to maintain secrecy shall survive the expiration or earlier termination of the Agreement.

21. IP Rights

21.1. Except to the extent otherwise agreed between Siemens Energy and the Supplier in writing, nothing in the Agreement operates to transfer ownership of any Background IP Rights from either Party or any third party to the other Party. All such Background IP Rights are and remain owned by the relevant Party or third party. The Supplier grants Siemens Energy an irrevocable, non-exclusive, transferable, royalty-free licence to use Background IP Rights in connection with the Work and for the use, repair, maintenance, upgrade or modification of Products.

21.2. Unless otherwise agreed by the Parties in writing and subject to clause 21.1, the Supplier:

(a) assigns to Siemens Energy free from all encumbrances all IP Rights specifically created by the Supplier or the Supplier's Personnel for Siemens Energy in connection with the Work; and

(b) acknowledges that by virtue of this clause all such IP Rights vest in Siemens Energy upon their creation,

and the Supplier shall, at its cost, do all things reasonably requested by Siemens Energy to enable Siemens Energy to assure further the rights assigned under this clause, including executing (and procuring the Supplier's Personnel to execute) any formal assignment or other documents required to give effect to this clause and to provide all reasonable assistance to Siemens Energy to protect Siemens Energy's interests.

21.3. The Supplier must procure and provide to Siemens Energy a genuinely given, irrevocable, legally binding, written consent given by any person who has a Moral Right in any part of the Work which consents to Siemens Energy or its customers:

(a) reproducing, communicating, publishing, using, adapting, modifying, destroying or failing to correctly attribute authorship in any part of the Work; or

(b) taking any other action, or making any other omission, which would otherwise infringe that Moral Right.

21.4. The Supplier must disclose to Siemens Energy any significant material which the Supplier and/or the Supplier's Personnel create in the course of providing the Work at the time of its creation.

21.5. The Supplier represents and warrants that Products do not contain any Open-Source Software other than as disclosed by the Supplier to Siemens Energy in accordance with this clause. If any Products contain Open-Source Software, the Supplier (prior to accepting the Purchase Order) shall deliver to Siemens Energy:

(a) a list of all Open-Source Software to be provided by the Supplier (indicating the correct version number) and the relevant Open Licence Terms;

(b) a complete copy of all Open Licence Terms; and

(c) the source code and build scripts for each version of the relevant Open-Source Software to be provided to Siemens Energy (insofar as the applicable Open Licence Terms require such disclosure).

21.6. Siemens Energy's use of material provided by the Supplier under the Agreement includes Siemens Energy's right to reproduce, publish, copy, adapt, communicate to the public, destroy or in any way change the materials (or any part):

(a) with or without attribution of authorship;

(b) in any medium; and

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(c) in any context and in any way it deems fit.

21.7. The Supplier warrants that:

(a) the Supplier has the authority to grant the rights granted under this clause 21; and

(b) the possession and use of the Products by Siemens Energy in accordance with the Agreement shall not infringe any third party's IP Rights (including any author's Moral Rights) and will not result in any royalties, fees or other amounts (not agreed to by Siemens Energy) becoming payable for or relating to the use of such IP Rights.

21.8. The Supplier shall indemnify Siemens Energy and Siemens Energy's Personnel against any Claims and Loss incurred by Siemens Energy or Siemens Energy's Personnel arising out of or in relation to any actual or alleged infringement of a third party's IP Rights. The Supplier shall at Siemens Energy's option and at the Supplier's expense either replace such infringing Product with a non-infringing Product or modify such Product so as to render it to be non-infringing (in either case, to deliver the same functionality and performance as the infringing part), or procure for Siemens Energy the right to use such Product.

21.9. Siemens Energy shall inform the Supplier if any third party brings a Claim against Siemens Energy alleging breach of any third party's IP Rights arising out of or in relation to Siemens Energy's possession or use of the Products.

22. Indemnity and Liability

22.1. The Supplier releases and indemnifies Siemens Energy and Siemens Energy's Personnel ("**Indemnified Parties**") from and against all Loss and Claims, suffered or incurred by the Indemnified Parties to the extent caused or contributed to by

(a) the performance or non-performance of the Work or any act, omission or negligence by the Supplier or the Supplier's Personnel; or

(b) any Claim by a third party arising out of or in connection with the performance or non-performance of the Work or any act, omission or negligence by the Supplier or the Supplier Personnel

including any Loss or Claim arising out of:

(i) breach of contract or warranty;

(ii) breach of any Laws;

(iii) personal injury, disease, illness and/or death;

(iv) loss of or damage to property;

(v) tort (including negligence), fraudulent or wilful misconduct; or

(vi) breach of confidentiality, infringement of third-party IP Rights or infringement of any author's Moral Rights

but the indemnity shall be reduced proportionately to the extent that the Loss or Claim by the Supplier or the Supplier's Personnel was caused by the negligence of the Indemnified Parties.

22.2. The indemnity in clause 22.1 shall survive the expiration or earlier termination of the Agreement.

22.3. Except to the extent that liability cannot be legally limited or excluded:

(a) Siemens Energy's total liability arising out of or in relation to the Agreement shall not exceed the Agreed Price; and

(b) Siemens Energy shall not be liable for indirect or consequential loss or damage, economic loss, loss of profit, loss of revenue, loss of contract, loss of production or production stoppage, or loss of data

and this limitation and exclusion of liability applies whether the liability claim is based upon breach of contract, tort (including negligence), under a warranty or an indemnity, under statute, in equity or otherwise.

23. Insurance

23.1. Before commencing any Work under the Agreement, the Supplier shall effect with a reputable insurer all insurances to adequately cover the Supplier and the Supplier's Personnel under the Agreement, including:

(a) a public and products liability policy which provides coverage for an amount of not less than AUD 10 million per occurrence or such other amount as agreed in writing between the Parties;

(b) a contract works insurance policy covering loss of or damage to the Work (if any Work will be performed on Site);

(c) if the Work includes any consulting or design, a professional indemnity insurance policy for an amount of not less than AUD 5 million per occurrence, to be maintained for 6 years following the Date of Final Completion or such other amount and time period as may be agreed in writing between the Parties;

(d) comprehensive motor vehicle insurance in respect of any vehicle used by the Supplier and the Supplier's Personnel in performing the Work;

(e) workers' compensation insurance to cover the Supplier's statutory and common law liability to persons engaged by the Supplier to perform the Work which insurance policy will comply with the Laws applicable in the location where the Work is to be performed; and

(f) any other insurance which is required by Law to be effected in the location where the Work is to be performed.

23.2. The public and products liability policy and the contract works policy (if any) must name Siemens Energy as an additional insured and include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured.

23.3. All insurance policies shall be on terms and with an insurer reasonably acceptable to Siemens Energy. The Supplier shall provide Siemens Energy with certificates of currency evidencing the above insurance requirements and details of the insurance cover before commencing any Work under the Agreement and at other times within 5 Business Days after receiving a request from Siemens Energy to do so.

23.4. Without prejudice to any other rights or remedies, if the Supplier fails to take out and maintain the required insurances, Siemens Energy may effect them and the cost of such insurance shall become a debt due and payable from the Supplier to Siemens Energy and may be recovered by Siemens Energy under clause 8.9. Siemens Energy may withhold payment until evidence of insurance is provided by the Supplier in accordance with this clause 23.

24. Termination

24.1. If the Supplier:

(a) breaches clause 3.6 or clause 3.15 of these Conditions;

(b) commits an irremediable breach and/or any persistent breach of the Agreement;

(c) does not remedy any other breach of the Agreement within 14 days of receiving a notice of breach requesting remedy of same;

(d) becomes unable to pay the Supplier's debts as and when they fall due, becomes bankrupt or has an administrator; controller; liquidator; provisional liquidator; mortgagee in possession; receiver; receiver and manager; or other like officer appointed to it or over some or all of its assets or undertaking or experiences any analogous event having a substantially similar effect; or

(e) experiences a substantial change to its legal or financial status, ownership structure, shareholders or management (which in Siemens Energy's reasonable opinion makes it unreasonable to expect Siemens Energy to remain bound by the Agreement),

then Siemens Energy may, at its option and without prejudice to any other rights it may have, by notice in writing terminate the Agreement in whole or part with immediate effect and retain or enforce any Security given under it. Siemens Energy may apply such Security to any Loss suffered or incurred by Siemens Energy arising out of or in relation to such termination. The Supplier shall immediately refund any amounts paid by Siemens Energy in respect of Work not yet performed under the terminated Agreement and, if requested to do so by Siemens Energy, shall deliver to Siemens Energy any Work completed in accordance with the Agreement, as at the date of termination (subject only to payment of agreed costs, or failing agreement, direct costs and normal overheads for such Work).

24.2. Siemens Energy may terminate the Agreement at any time, for convenience, in whole or part, by providing at least 14 days' written notice to the Supplier and may thereafter either by itself or by a third party complete the uncompleted part of the Work under the Agreement. In the event of termination for convenience under this clause, the Supplier shall be entitled to payment of the following amounts, as its sole entitlement for compensation arising out of or in relation to such termination:

(a) the unpaid value of Work completed in accordance with the Agreement prior to the date of termination;

(b) any pre-approved expenses already incurred by the Supplier prior to the date of receipt of the notice of termination;

(c) the cost of goods or materials reasonably ordered by the Supplier for the Work for which the Supplier is legally bound to accept and pay, (subject to clear title and possession of such goods and materials being transferred to Siemens Energy upon payment); and

(d) the costs of demobilisation of the plant and equipment set up to produce the Work including cancellation fees,

provided that such costs are unavoidable, substantiated to Siemens Energy (in a written form reasonably requested by Siemens Energy) and only to the extent that the Supplier cannot recover or mitigate such costs, but in no event shall such amounts exceed the Agreed Price that would have otherwise been paid to the Supplier under the Agreement but for Siemens Energy's termination and Siemens Energy shall have no further liability to the Supplier in respect of the termination.

24.3. If the Agreement is terminated by Siemens Energy:

(a) the Supplier must immediately return all of the Siemens Energy Material and Siemens Energy's Confidential Information to Siemens Energy; and

(b) any Security held by Siemens Energy under the Agreement may be retained by Siemens Energy until all of the Supplier's obligations are fulfilled and may also be applied against any

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Loss suffered or incurred by Siemens Energy as a result of a breach by the Supplier.

25. Dispute Resolution

25.1. If any dispute or difference occurs between the Parties arising out of or in relation to the Agreement ("**Dispute**"), either Party may give written notice of that Dispute to the other Party, giving details of the subject matter of the Dispute ("**Notice of Dispute**").

25.2. Upon the giving of a Notice of Dispute, the following shall apply:

(a) the Dispute shall be submitted for negotiation by the management representatives of the Parties who have the authority to resolve the Dispute;

(b) if within 14 days of the giving of the Notice of Dispute, the Dispute has not been resolved between the appointed management representatives to the satisfaction of both Parties, the Dispute may be referred by either Party to the respective Chief Executive Officers of the Parties or their respective senior management delegates who have the authority to resolve the Dispute;

(c) if within 28 days of the giving of the Notice of Dispute, the Dispute has not been resolved, then either Party may refer the Dispute to mediation by a mediator agreed by the parties, or failing agreement by a mediator appointed by the Chair for the time being of the Resolution Institute;

(d) subject to compliance first with the steps under paragraphs (a) to (c) of this sub clause, all Disputes arising out of or in connection with the Agreement shall be submitted to arbitration in accordance with, and subject to, the Resolution Institute Arbitration Rules by one arbitrator who shall be a lawyer and who shall make a decision based on legal substance; and

(e) if the Parties fail to agree upon the appointment of an arbitrator within 42 days of the giving of the Notice of Dispute, the appointment will be made by the Chair for the time being of the Resolution Institute, unless otherwise agreed by the Parties.

25.3. The award of the arbitration shall be final and binding on both Parties in accordance with the applicable legislation applying to Commercial Arbitrations and judgment may be entered in any court having jurisdiction.

25.4. A reference to mediation or arbitration under this clause shall not relieve the Supplier of any obligations under the Agreement, including, if and so far as is reasonably practicable, the obligation to take steps necessary during mediation or arbitration proceedings to ensure that the progress of the Agreement will be maintained.

25.5. Unless otherwise agreed between the Parties, the seat of Arbitration shall be Melbourne, Victoria. The language to be used in the arbitration shall be English.

25.6. Nothing in this clause shall prejudice the right of a Party to seek urgent injunctive or declaratory relief in respect of a Dispute under this clause 25 or any matter arising out of or in connection with the Agreement.

26. Occupational Health, Safety and the Environment

26.1. The Supplier is responsible for the management of health, safety and environmental issues during its performance of the Agreement. The Supplier shall take all reasonable precautions to protect persons and the environment and without limiting the foregoing shall comply with and ensure that the Supplier's Personnel comply with all applicable Laws relating to health, safety and the environment.

26.2. Without limiting any other provision or obligation under the Agreement, the Supplier shall use its best endeavours to ensure that workplaces (including the Facilities) used to perform any part of the Work are safe, adequately managed and to the extent reasonably practicable, are free from risks to health, safety and the environment. In doing so, the Supplier shall ensure that:

(a) it has implemented a safety and environmental management system complying with ISO 45001 Occupational Health and Safety and ISO 14001 Environmental Management Systems (or equivalent standards);

(b) it prepares all applicable safe work method statements for the Work which describe how the Work is to be performed and the equipment used and which identify; (i) the Work activities assessed as having safety and environmental risks and the control measures that will be applied to such risks; (ii) the standards or codes to be complied with; (iii) the qualifications of the Supplier's Personnel required to do the Work; and (iv) the training required to do the Work;

(c) the Work is adequately supervised at all times to ensure workplace health and safety and protection of the environment;

(d) all of the Supplier's Personnel under the Supplier's control are qualified, have undertaken the relevant training for the Work and hold relevant current qualifications, licences, permits, authorisations, competencies and certifications in accordance with applicable Laws ;

(e) all Supplier Personnel are provided with all relevant information, tools, plant, equipment and instruction to ensure the safe performance of the Work;

(f) all plant, equipment and substances used in performing the Work are safe and limit, as far as reasonably practicable, risks to health, safety and the environment (when properly used);

(g) it conducts its operations in a manner that protects the environment and prevents pollution;

(h) to the extent reasonably practicable, it avoids the use of environmentally harmful materials or substances (and if such use is unavoidable, it stores, uses and disposes of the same in accordance with the Law);

(i) it notifies Siemens Energy if the Supplier considers that more environmentally friendly materials, packaging or methods of manufacture exist; and

(j) it complies with all of Siemens Energy's Policies concerning the declaration of substances.

26.3. The Supplier shall provide Siemens Energy with personnel that are physically fit for the duties and tasks to be performed. The Supplier shall maintain its own occupational health surveillance program, including, where lawful and appropriate, requiring its personnel to attend medical assessments. If requested by Siemens Energy, the Supplier shall provide reasonable evidence confirming that its personnel are fit to undertake the duties and tasks to be performed under the contract.

26.4. The Supplier must comply with all of Siemens Energy's environment, health and safety (EHS) Policies and where in place, EHS project plans.

26.5. Siemens Energy may, upon reasonable notice to the Supplier, review the Supplier's compliance with this clause 26 and the Supplier shall co-operate with any reasonable requests of Siemens Energy in connection with such review. If requested by Siemens Energy, the Supplier shall provide written certification to Siemens Energy that it has complied with this clause 26.

26.6. If the Supplier is supplying any Products, which:

(a) are subject to substance restrictions and/or information requirements imposed by applicable Law (e.g., REACH and RoHS); or

(b) are or contain substances that Siemens Energy requires to be declared,

the Supplier shall search and if required declare such substances in the Australian Inventory of Industrial Chemicals (AICS), the web database (BOMcheck (www.BOMcheck.net) or in another reasonable format provided by Siemens Energy by no later than the first Date of Delivery of such Products.

26.7. If requested by Siemens Energy acting reasonably, the Supplier shall act as the principal contractor (as that term or its equivalent is used in the relevant work health and safety Laws in each of the States and Territories in Australia), at a Site in which case the Supplier must comply with the following:

(a) complete all forms and attend to all statutory requirements to ensure that it is appointed as the principal contractor;

(b) pay all fees and charges payable under the applicable health and safety Laws in connection with the execution and performance of the Work;

(c) comply with its obligations as principal contractor at the Supplier's own cost; and

(d) accept that it is the person responsible for the Work and is doing or causing to be done, all of the Work at the Site for the purposes of the applicable health and safety Laws.

27. Corporate Responsibility in the Supply Chain

27.1. The Supplier shall comply with the principles and requirements of the 'Siemens Energy Group Code of Conduct for Suppliers and Third-Party Intermediaries' set out in the Annexure to these Conditions ("**Code of Conduct**").

27.2. If requested by Siemens Energy, the Supplier shall not more than once a year (at the Supplier's option) provide Siemens Energy with either:

(a) a written corporate responsibility self-assessment in the form provided by Siemens Energy; or

(b) a written report approved by Siemens Energy describing the actions taken or to be taken by the Supplier to ensure compliance with the Code of Conduct.

27.3. Siemens Energy and its authorised agents and representatives and/ or a third party appointed by Siemens Energy and reasonably acceptable to the Supplier may conduct inspections (including at the Supplier's Facilities) in order to verify the Supplier's compliance with the Code of Conduct. Any inspection may only be conducted upon prior written notice by Siemens Energy, during regular business hours, in accordance with applicable Privacy Laws and data protection laws and shall not unreasonably interfere with the Supplier's business activities or violate any of the Supplier's confidentiality agreements with third parties. The Supplier shall reasonably co-operate in any inspections conducted. Each Party shall each bear its own expenses in connection with such inspections.

27.4. Without limiting any other obligations in the Agreement, the Supplier undertakes to comply with all applicable provisions of the *Modern*

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Slavery Act 2018 (Cth). If requested by Siemens Energy, the Supplier shall provide Siemens Energy with any information that is required to enable Siemens Energy to make annual public reports ("**Modern Slavery Statements**") on its actions to assess and address modern slavery risks in its operations and supply chains, including without limitation, details of the Supplier's supply chain, due diligence and adherence to adequate remuneration and employment conditions.

27.5. In addition to other rights and remedies Siemens Energy may have and without limiting clause 24, and without liability to the Supplier, Siemens Energy may terminate the Agreement by giving written notice to the Supplier with effect from the date specified in the termination notice if the Supplier breaches this clause 27. Siemens Energy will not exercise its right to terminate for breach of clause 27.2 or 27.3 unless Siemens Energy has first notified the Supplier of the breach and has given the Supplier a reasonable opportunity to remedy the breach.

28. Security in the Supply Chain

28.1. The Supplier shall take all necessary measures to ensure security in the supply chain in accordance with the requirements of internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g., AEO, C-TPAT) (including implementing measures to ensure the security of: (a) all premises used in connection with the Work; (b) packaging; (c) transportation; (d) information; and (e) the Supplier's Personnel).

28.2. The Supplier shall protect the Products to be supplied under the Agreement against unauthorised access and manipulation.

28.3. The Supplier shall only engage reliable Personnel to supply the Work and shall ensure that all of the Supplier's Personnel effect equivalent security measures.

28.4. Without prejudice to Siemens Energy's other rights and remedies, Siemens Energy may terminate the Agreement (and cancel any associated Purchase Order) without liability if the Supplier breaches this clause 28 and the Supplier has not remedied the breach after having been given a reasonable period of time to remedy same.

29. Cybersecurity

29.1. The Supplier shall take appropriate organisational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as Products and Services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

29.2. In clause 29.1, "Supplier Operations" means all assets, processes and systems (including information systems), data (including Siemens Energy's data), personnel, and sites, used or processed by the Supplier from time to time in the performance of this Agreement.

29.3. Should products or services contain software, firmware, or chipsets the Supplier shall:

(a) 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);

(b) the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Siemens Energy remedying vulnerabilities for the reasonable lifetime of the products and services;

(c) provide to Siemens Energy a bill of materials identifying all third-party software components contained in the products and third-party software shall be up to date at the time of delivery to Siemens Energy;

(d) grant to Siemens Energy the right, but Siemens Energy shall not be obliged, to test or have tested Products for malicious code and vulnerabilities at any time, and shall adequately support Siemens Energy; and

(e) provide Siemens Energy a contact for all information security related issues (available during business hours).

29.4. The Supplier shall:

(a) promptly report to Siemens Energy all relevant information security incidents occurred or suspected, and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Siemens Energy or the Products or Services are or are likely to be materially affected; and

(b) 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 clause 29.

29.5. Upon Siemens Energy's request, the Supplier shall provide written evidence of its compliance with this clause 29 including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).

30. Force Majeure

30.1. If a Force Majeure Event prevents a Party from complying with any of its obligations under the Agreement, then it shall notify the other Party of that Force Majeure Event and shall specify the obligations which are or will be prevented from being performed. The notice shall be given within 14 days after the Party became aware (or should have become aware) of the Force Majeure Event.

30.2. Once a Party has notified the other Party in accordance with clause 30.1, it shall be excused from performing the affected obligations for so long as the Force Majeure Event prevents it from performing them.

30.3. Each Party shall:

(a) at all times use all reasonable endeavours to minimise any delay in the performance of the Agreement arising as a result of a Force Majeure Event; and

(b) notify the other Party when it ceases to be affected by a Force Majeure Event.

30.4. If a Force Majeure Event prevents a Party from complying with its obligations for more than 6 months, either Party may terminate the Agreement by notice to the other Party. The accrued rights and remedies of each Party will not be affected by such termination.

31. Notices

31.1. Any formal notice or demand ("**Notice**") to be given or made under the Agreement:

(a) must refer to the Agreement and state the clause under which the Notice is given; and

(b) must be given in writing and be delivered to the intended recipient by pre-paid post or by hand to the registered address of the recipient (or to such other address as notified by a Party to the other in accordance with this clause) and in the case of Notices to Siemens Energy, must be directed to the attention of the 'Company Secretary'. Siemens Energy may also deliver a Notice to the Supplier by pre-paid post or hand delivery to the Supplier's Representative.

31.2. Day-to-day communications may be made between Siemens Energy and the Supplier by email.

31.3. Any Notice will be deemed to be delivered:

(a) if delivered in person, at the time of delivery; and

(b) if delivered by pre-paid post, 2 Business Days after the date of posting (if posted to an address in the same country) or 7 Business Days after the date of posting (if posted to an address in another country).

31.4. If a Notice is delivered or deemed to have been delivered on a day which is not a Business Day in the place to which the Notice is sent or is later than 4.00 pm (local time), it will be taken to have been delivered at 9.00 am (local time) on the next Business Day in that place.

32. General

32.1. The Agreement may only be varied or amended in writing signed by both Parties.

32.2. If the whole or any part of the Agreement is or becomes or is held to be illegal invalid or unenforceable, then the whole and each part of the clauses of the Agreement shall (to the extent necessary to avoid such illegality invalidity or unenforceability) be interpreted read down or severed without affecting the operation of the remaining clauses.

32.3. The Supplier shall not, without the prior written consent of Siemens Energy, assign or otherwise transfer the Agreement (or any part of it) to a third party. A change in control of the shareholding of the Supplier will be a deemed assignment for the purposes of this clause. Siemens Energy may at any time assign or otherwise transfer the Agreement (or any part of it) and must, within a reasonable time after such assignment or transfer notify the Supplier.

32.4. Unless otherwise agreed between the Parties, the Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia. Subject to clause 25, the Parties irrevocably submit to the exclusive jurisdiction of the courts of that State and to the appeal courts from them.

32.5. Unless otherwise provided in the Agreement, the rights, powers and remedies provided to Siemens Energy under the Agreement are cumulative with and not exclusive of the rights, powers or remedies independently provided by Law.

32.6. The provisions of the Agreement (and to the extent permitted by Law each Security Interest) remaining to be performed or capable of having effect after termination or expiry remain in full force and effect notwithstanding such termination or expiry. Termination or expiry of the Agreement (however occurring) shall be without prejudice to any rights or obligations of the Parties arising on or prior to the date of termination or expiry.

32.7. Any consent or approval by Siemens Energy required under the Agreement may be given or withheld by Siemens Energy in its absolute discretion unless the Agreement states otherwise. Siemens Energy may impose conditions upon the grant of any such consent or approval.

32.8. The Agreement constitutes the entire agreement between the Parties as to its subject matter and the Parties acknowledge that there are no

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other understandings, agreements, or representations whether express or implied in any way relating to its subject matter.

32.9. No right under the Agreement shall be deemed to have been waived by Siemens Energy unless the waiver is in writing. Any such waiver will not prejudice Siemens Energy's rights in respect of any subsequent breach by the Supplier.

32.10. Subject to any contrary provisions in the Agreement, the Agreement shall be binding upon respective successors, substitutes and permitted assigns of the Parties.

32.11. The Supplier shall not make or cause to be made any public announcement or provide any information to the media of, or in relation to the Agreement without the prior written consent of Siemens Energy (except as required by Law or by the rules of any recognised stock exchange to which the Supplier or a Related Body Corporate of the Supplier is subject, in which case the Supplier shall first give Siemens Energy a reasonable opportunity to review such announcement or information). The Supplier shall notify Siemens Energy immediately if the Supplier or any of the Supplier's Personnel are contacted by any media representative in relation to any aspect of the Agreement (including the Work supplied under it).

32.12. If a payment or any other act is required to be made or done on a day which is not a Business Day, the payment or act shall be made or required to be made on the next Business Day.

32.13. The Supplier shall promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by the Agreement.

32.14. Each Party shall pay its own legal costs of or incidental to the negotiation of the Agreement.

32.15 The Purchase Order may include or refer to special conditions which override, exclude or modify these Conditions. If there is any ambiguity or inconsistency between any constituent parts of the Agreement, the following order of precedence shall apply to resolve the ambiguity or inconsistency: (a) any special conditions attached, contained or referred to in the Purchase Order; (b) the other terms of the Purchase Order; (c) these Conditions; and (d) all other documents attached by Siemens Energy or which Siemens Energy agrees are incorporated into the Agreement by reference (with (a) having the highest priority).

33. Application of Proportionate Liability Legislation

33.1. To the extent permitted at law, the operation of Part IVAA of the *Wrongs Act 1958* (Vic) (and any equivalent statutory provision in any State or Territory relating to proportionate liability that may apply in the State in which the Works are being carried out), is excluded or waived in relation to all and any rights, obligations, or liabilities under this Agreement whether such rights, obligations, or liabilities are sought to be enforced as a breach of contract or claim in tort (including negligence), in equity under statute or otherwise at law.

33.2. Without limiting the generality of clause 33.1 above, the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this Agreement and not otherwise whether such rights, obligation and liabilities are sought to be enforced as a breach of contract or claim in tort (including negligence), in equity under statue or otherwise at law.

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