

1. Order and Confirmation of Order

1.1 These General Terms and Conditions ("T&C") shall apply and are hereby incorporated to all Customer's Purchase Orders ("PO") and shall constitute an integral part thereof. For the purpose hereof "PO" shall mean a written purchase order issued by Siemens Energy to the Supplier, accompanied by or otherwise referring to these T&C and all of the requirements, specifications or appendices attached thereto, and "Supplier" shall mean any person and/or corporation which shall engage with Siemens Energy regarding the provision and/or sale and/or transfer of any goods and/or services as specified in the PO.

1.2 The PO shall be deemed accepted unless the Supplier had informed Siemens Energy in writing otherwise within two business days. The acceptance of a PO by the Supplier shall strictly correspond to the PO, including any and all of its terms and conditions. Any deviation thereof and/or supplement thereto shall not bind Siemens Energy unless otherwise pre-agreed by the Parties in writing.

1.3 Any alterations, amendments or additions to the order shall only become a part of the contract if Siemens Energy accepts such in writing. In particular, Siemens Energy is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these T&C or if Siemens Energy agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement. Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these T&C shall not be applicable.

1.4 Siemens Energy may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.

1.5 Subcontracting to third parties shall not take place without the prior written consent of the Customer. Upon demand the Supplier shall make available to the Siemens Energy a list of the subcontractors used in connection with its deliveries and services.

2. Rights of Use

2.1 The Supplier hereby grants Siemens Energy the following non-exclusive, transferable, worldwide and perpetual rights: 2.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them; 2.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software"); 2.1.3 to sublicense the right of use under section 2.1.2 above to any company, partnership or other legal entity which directly or indirectly controls, is controlled by or is under common control with the Siemens Energy (hereinafter referred to as "Affiliates") to contracted third parties, to distributors and to end customers; 2.1.4 to license to Affiliates and distributors the right to sublicense the right of use under section 2.1.2 above to end customers; 2.1.5 to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software. 2.1.6 to distribute, hire out, lease and make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased; 2.1.7 to sublicense the right of use under section 2.1.6 above to Affiliates contracted third parties and distributors.

2.2 In addition to the rights granted in section 2.1 above, Siemens Energy, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.

2.3 All sublicenses granted by Siemens Energy must contain appropriate protection for the intellectual property rights of the Supplier in the Software, containing the same contractual provisions as used by Siemens Energy to protect its own intellectual property rights.

2.4 The Supplier shall, in good time but at the latest by the time of order confirmation, inform Siemens Energy in writing whether the deliveries and services contain open-source components. In the context of this provision, "open-source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute. Should the deliveries and services by the Supplier contain open-source components, the Supplier shall comply with all applicable open-source license terms and shall grant all those rights to Siemens Energy and provide all information which Siemens Energy needs in order to comply with the applicable license terms. In particular, the Supplier must deliver to the Siemens Energy promptly after the order is confirmed the following: A schedule of all open-source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents. The complete source code of the relevant open-source software, including scripts and information regarding its generating environment in so far as the applicable opensource conditions require this.

2.5 The Supplier shall, in good time but at the latest by the time of order confirmation, inform the Siemens Energy in writing whether any open-source licenses used by Supplier might be subject to a Copyleft Effect, which could affect the products of the customers. In the context of this provision, "Copyleft Effect" means that the provision of the open-source license requires that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open-source license, e.g. only if the source code is disclosed. In case any open-source licenses used by Supplier would be subject to a Copyleft Effect, Siemens Energy shall be entitled to cancel the order within two weeks of receipt of such information without any cost and liability consequences for the Customer.

3. Term and Delay in Delivery

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3.1 For the purposes of establishing the timeliness of delivery the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms[®] 2020 designated by Siemens Energy, and for deliveries involving installation, erection, commissioning or assembly as well as for services (including rectification) the relevant point in time shall be the date of acceptance by Siemens Energy or the end customer, as applicable.

3.2 If any delay in delivery or performance or rectification is anticipated, Siemens Energy shall be notified immediately and its decision sought. In order to conform with delivery or performance deadlines the Supplier shall in good time undertake all suitable measures (e.g. shift work, overtime, any necessary expedited transport) in order to avoid any delay. The costs for such measures shall be borne by the Supplier. **3.3** In the event of non-compliance with the agreed delivery or performance deadlines, Siemens Energy may, without setting any further deadline, waive the right to performance and rescind the contract without any cost and liability consequences for Siemens Energy and without derogating from any of Siemens Energy's rights and remedies, including those under these T&C and under applicable law.

3.4 Any delay of delivery or performance of a Purchase Order shall constitute a material breach of these T&C and award Siemens Energy with a liquidated damages equivalent to amount of 0.5% for each commenced day of delay, but not exceeding 10% of the total PO amount. The payment of such liquidated damages by the Supplier shall not affect any other contractual or legal rights based on late delivery or performance and shall not release the Supplier from any of its contractual or legal obligations arising from the PO.

3.5 In case of postponed or subsequently agreed delivery or performance deadlines the agreed liquidated damages apply accordingly.

4. Deliveries and Services of the Supplier

4.1 Unless agreed otherwise, DDP (named place of destination) Incoterms[®] 2020 shall apply.

4.2 The Supplier warrants that deliveries and services will be in accordance with the contract and in perfect condition, free of any defect of title or deficiency, produced with raw materials free of any defect and fully functional without limitation and fit for the intended purpose. This shall include in particular compliance with official and legal provisions and safety regulations of the countries of production, destination as well as the State of Israel. The Supplier guarantees that deliveries and services at the time of transfer of risk are in accordance with the current state of the art. Siemens Energy may return defective goods to the Supplier at the Supplier's cost and demand replacement in accordance with the PO.

4.3 Any services of the Supplier shall be provided with the greatest care with the use of qualified and trained personnel.

4.4 Deliveries and services of the Supplier and sub-suppliers shall be subject to the Siemens Energy's quality assurance system in accordance with ISO9001:2015 standard. Siemens Energy's suppliers and sub-suppliers shall be assessed accordingly.

5. Transfer of Title and Risk

For deliveries involving installation, erection, commissioning or assembly as well as services, risk shall transfer to Siemens Energy on acceptance and for deliveries not involving services risk shall transfer to Siemens Energy upon receipt by Siemens Energy at the place of destination/delivery according to Incoterms[®] 2020 designated by Siemens Energy. Transfer of title shall be upon delivery or acceptance by Siemens Energy or the end customer, as the case may be.

6. Packing and Dispatch

6.1 Unless otherwise agreed, the costs for adequate packaging shall be borne by the Supplier. The packing shall be environmental friendly and shall ensure protection against any damage, soiling and moisture during transport and storage.

6.2 In case transportation costs are borne by Siemens Energy, notice of readiness for dispatch shall be given together with the information set out in section 6.3 hereunder. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as Siemens Energy has not requested a particular method of delivery or the conclusion of the contract for carriage by Siemens Energy.

6.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.

6.4 As far as Siemens Energy and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of Siemens Energy, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by Siemens Energy when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labeling etc. in compliance with the regulation to the mode(s) of transport used.

7. Payment, Invoices

7.1 The prices set in any respective PO, shall be set, final, and conclusive (including VAT). Unless otherwise agreed, payments are to be made 90 (ninety) days following the end of the months in which the goods were delivered and/or the services were performed, as applicable ("Shotef" + 90).

7.2 The order number as well as the number of each individual item and a description shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

7.3 The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received. Is the Supplier required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery and service.

7.4 Payment does not constitute an acknowledgement that the corresponding deliveries or services were provided in accordance with the contract (in particular in relation to quantity or quality). Any rights of Siemens Energy to claim shall therefore remain unaffected also after payment for the deliveries or services. **7.5** Default in payment by Siemens Energy shall require a demand notice subsequent to the amount being due.

8. Inspections

8.1 The Supplier shall inspect the delivery for quantity and quality before dispatch.

8.2 The delivery shall be inspected by the Siemens Energy as soon as possible after receipt at the named place of destination on the basis of random samples in relation to the type of delivery as well as quantity and any externally recognizable transportation damage or other obvious deficiencies.

9. Warranty

9.1 Supplier warrants that the deliveries and services supplied by it shall be of good quality, shall be unused in all cases, and shall meet the required standards under the PO (including any applicable specifications document) performance and good industry standards. The Supplier agrees, subject to Siemens Energy's written request, promptly and at its own expense (including shipping and handling costs and insurance costs but not costs of disassembly and reassembly) to repair, remedy, or replace any part of the said deliveries and services which proves in any way defective as to design, material, or workmanship or otherwise. For the avoidance of doubt rectification or replacement shall be carried out by the Supplier at the choice of Siemens Energy.

9.2 The Supplier shall be liable for any and all costs, expenses and damages resulting to Siemens Energy by way of deficient deliveries or services.

9.3 Until proved to the contrary, during the entire warranty period it shall be assumed that any deficiency existed at the time of the transfer of risk.

9.4 Siemens Energy reserves the right to retain any payment in whole or in part until, (i) the Supplier has completely fulfilled its duty to rectify the deficiency or the replacement delivery in accordance with the contract, or (ii) the parties have agreed on other alternative measures, such as but not limited to rescission, price reduction or damages in a binding manner.

9.5 From the time of notification of a deficiency the Supplier shall bear the risk for deficient deliveries. The Supplier shall, additionally bear the costs incurred to remove, disassemble, return, reassemble, re-install, re-construct, re-inspect and retest of deficient deliveries as well as all other costs (including internal costs), expenses and damage of Siemens Energy in connection with the complaint and rectification of the deficiency.

9.6 Should the Supplier fail to rectify (i.e. repair or replacement) within a reasonable time set by Siemens Energy, Siemens Energy is entitled, at the expense of the Supplier, to undertake any rectification or replacement it Siemens Energy or arrange for a third party to do so. Any deficiency in deliveries or services detected at the time of acceptance, inspection or commissioning may be rectified by Siemens Energy or it may arrange for such to be rectified by third parties immediately at the expense of the Supplier without the need to set a further deadline if the Supplier delivered or provided such in delay. The same shall apply if Siemens Energy has a particular interest in immediate rectification or replacement delivery in case of urgency or in order to avoid delay.

9.7 The warranty period shall be two years, unless a longer warranty period is given by law.

9.8 For deliveries not involving installation, erection, commissioning, assembly the warranty period begins to run with receipt at the place of destination named by Siemens Energy. For deliveries involving installation, erection, commissioning or assembly as well as for services the warranty period begins to run with acceptance by Siemens Energy. Upon delivery to locations where Siemens Energy is operating outside its premises, the warranty period begins by acceptance by the end customer, in no case later than one year after the transfer of risk.

9.9 In case the Supplier has redelivered or rectified in terms of the warranty, the warranty period shall start anew. The warranty period shall extend for the period during which the deliveries cannot be used to the full extent as a result of deficiencies.

9.10 Any further or additional legal claims are reserved.

9.11 Acknowledgement of receipt of goods, inspections, directions or instructions by the Siemens Energy or by any person acting on behalf of the Siemens Energy shall not limit the right to claim under the contract, in particular with regard to deficiencies.

10. Liability for Intellectual Property Right Infringements

10.1 The Supplier guarantees that no intellectual property rights, including but not limited to copyright, constitute a hindrance for any use.

10.2 In the event that any third party makes any claims against the Siemens Energy, Affiliates or an end customer of Siemens Energy in relation to intellectual property rights, Siemens Energy shall inform the Supplier of such. The Supplier shall indemnify Siemens Energy against all costs (in particular including lawyers and court costs) and justified claims of third parties in connection with intellectual property rights.

10.3 In addition Siemens Energy may demand that the Supplier at its own expense and without delay either (i) obtains a right of use from the party in control of the intellectual property right or, (ii) changes those parts of delivery infringing the intellectual property rights or exchanges such for parts which do not infringe the intellectual property rights.

10.4 The right of Siemens Energy to enforce any further legal claims shall not be affected hereby.

11. Provided Material, Information

11.1 The Supplier is obliged to examine components such as, e.g. raw material provided by Siemens Energy or provided by the Supplier's suppliers, manufacturers or other third parties at the time of receipt of such components as to whether these components show any obvious or hidden defects. In case any defects are discovered in the course of such inspections, the Supplier shall immediately inform its suppliers or – in case the components are provided by the Siemens Energy – inform the Customer.

11.2 Material and information provided by Siemens Energy remains the property the Siemens Energy and are to be stored, labeled as property of Siemens Energy and administered separately at no expense. Its use is limited to the orders of Siemens Energy only. The Supplier shall supply replacements in the event of reduction in value or loss. This also applies transfer of allocated material. Any processing or transformation of the

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material and information shall take place for Siemens Energy. Siemens Energy immediately become owner of the new or transformed product. Should this be impossible for legal reasons, Siemens Energy and the Supplier hereby agree that Siemens Energy shall be the owner of the new product at all times during the processing transformation. The Supplier shall keep the new product for Siemens Energy at no extra cost to Siemens Energy and doing shall exercise the duty of care of a merchant.

12. Tools, Patterns, Samples, Confidentiality

12.1 Any tools, patterns, samples, models, profiles, drawings, specification, printing templates, gauges and other material provided by Siemens Energy or made on its behalf, as well as any materials derived there from, shall remain the property of Siemens Energy and shall not be made available to any third party nor used for any other purpose than contractually agreed, except with the prior written consent of Siemens Energy. Such materials shall be protected against unauthorized access or use and shall be labeled as the property of Siemens Energy. Notwithstanding any other rights, the Siemens Energy may demand the immediate return of such materials if the Supplier breaches its contractual obligations.

12.2 Siemens Energy is not responsible for the content of any information, data, drawings, specifications and materials which it makes available to the Supplier in connection with the order. The Supplier shall have a responsibility to check that it is up to date and correct and, if this should not be the case or in case of any possible contradictions, the Supplier shall inform Siemens Energy of such without delay in writing and shall seek clarification as to how to proceed. Any incorrectness shall not affect the responsibility of the Supplier in relation to its scope of deliveries and services.

12.3 The Supplier shall treat as confidential and shall not make available to third parties any data, drawings, specifications, materials, knowledge or findings, documents, terms of reference, business processes or other information that it receives from or about the Siemens Energy in the context of performing the deliveries and services, as well as the conclusion of the contract and any results, with regard to third parties – and shall keep the same confidential beyond the term of the contract -for as long as and insofar as such information has not become publicly known by legal means or Siemens Energy has not consented in writing to its transfer in the individual case. In the event the Supplier is required to disclose such information by law or pursuant to a ruling of a court of competent jurisdiction, it shall promptly notify Siemens Energy of such requirement, disclose only the Confidential Information expressly prescribed therein and allow Siemens Energy a reasonable time to oppose such disclosure, if and to the extent applicable.

12.4 The Supplier shall use this information exclusively for the purpose of performing the deliveries and services. The Supplier shall make Information available only to those employees who need the Information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Insofar as Siemens Energy agrees to any subcontracting to third parties, such shall be made subject to a corresponding duty in writing.

12.5 The Supplier hereby undertakes to return any and all information received from Siemens Energy upon its request or the termination of the engagement of Siemens Energy and the Supplier, the earlier to occur.

13. Supplier's Liability

13.1 The Supplier shall be fully responsible and liable with respect to any defect, fault, damage, harm, deficiency and/or non-compatibility relating to and/or in connection with any goods and/or other deliverables delivered and/or any services performed by it under any PO.

13.2 If Siemens Energy is made subject to any claims by third parties in connection with deliveries by the Supplier, Siemens Energy will notify the Supplier of such. The Supplier shall indemnify Siemens Energy against all justified claims of third parties as well as the costs (including in particular lawyers and court costs), provided such are caused by a deficiency in the deliveries from the Supplier. The Supplier shall support Siemens Energy in such dispute.

13.3 In addition, the Supplier shall reimburse Siemens Energy for all costs caused thereby as a result of measures Siemens Energy must take in order to prevent any risk, such as but not limited to warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as internal administration and processing costs of Siemens Energy shall be borne by the Supplier unless the Supplier provide the proof of cause.

14. Assignment of Claims, Set-off

Any assignment of claims existing in relation to Siemens Energy as well as any set-off of counterclaims is only allowed with the prior written approval of Siemens Energy.

15. Right to Terminate

15.1 In addition to any rights provided by law to withdraw from or cancel a contract, the Siemens Energy may cancel the contract in whole or in part in case (a) the Supplier is in delay with its delivery or service and such delay – despite a corresponding demand notice by Siemens Energy– persists for more than 2 weeks after receipt of such demand notice, or in case (b) that the adherence to the contract by Siemens Energy cannot reasonably be expected from the Siemens Energy because of a reason attributable to the Supplier and taking into consideration the circumstances in the individual case as well both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfillment of the Supplier's obligations under the contract.

15.2 Siemens Energy may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

15.3 In case of a termination by Siemens Energy Siemens Energy may continue to utilize existing facilities, deliveries and services already performed by the Supplier in exchange for reasonable payment.

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

16.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier shall be responsible for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its suppliers.

16.2 The Supplier shall provide necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the deliveries and services provided to Siemens Energy or provided to third parties designated by Siemens Energy against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those deliveries and services and shall obligate any of its suppliers to take equivalent security measures.

16.3 In addition to other rights and remedies Siemens Energy may have, Siemens Energy may terminate the contract in case of breach of these obligations by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Siemens Energy.

17. Product Conformity, Product Related Environmental Protection, Dangerous Goods, Occupational Health and Safety

17.1 Should the Supplier deliver products to which product related statutory and legal requirements apply, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier shall ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to Siemens Energy upon request. Should the delivery contain goods which are classified as dangerous goods according to international regulations, the Supplier shall inform Siemens Energy hereof in a form agreed upon between the Supplier and Siemens Energy, but in no case later than the date of order confirmation.

17.2 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect sub-contractors employed to perform the deliveries and services are protected.

18. Cybersecurity

18.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with good industry standards. "Supplier Operations" means all assets, processes and systems (including information systems), data (including Siemens Energy data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.

18.2 Should products or services contain software, firmware, or chipsets: 18.2.1 Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice; 18.2.2 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; 18.2.3 Supplier shall provide to Siemens Energy a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer; 18.2.4 Supplier shall 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 Customer; 18.2.5 Supplier shall provide Siemens Energy a contact for all information security related issues (available during business hours).

18.3 Supplier shall 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 is or is likely to be materially affected.

18.4 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 18.

18.5 Upon Siemens Energy's request, Supplier shall provide written evidence of its compliance with this section 18 including generally accepted audit reports.

19. Export Control and Foreign Trade Data Regulations

19.1 The Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). In particular, 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 the Foreign Trade Regulations applicable to the Buyer, 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.X.2 Supplier shall advise Buyer in writing within [weeks/days prior to] of receipt of the order - and in case of any changes without undue delay - of any information and data required by Buyer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation: All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and- The statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and- The country of origin (non-preferential origin) and – upon request of Siemens Energy- Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

19.2 Supplier shall be liable for any expenses and/or damage incurred by Buyer due to any breach of the obligations according to 19.1.

19.3 Siemens Energy shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national and international foreign trade or customs requirements or any embargos or other sanctions.

20. General provision

20.1 These T&C are the binding and final expression of the parties' agreements and understandings, as a complete and exclusive statement with respect to all of its subject matters and supersede any and all prior and contemporaneous agreements and communications, whether oral, written or otherwise, concerning any and all matters contained.

20.2 Non-Waiver: The failure of Siemens Energy to insist upon strict performance of any provision of these T&C and/or any PO or to exercise any right arising out of such neither impairs that provision or right nor constitutes a waiver of that provision or right, in whole or in part, in that instance or in any other instance.

20.3 Severability: If a court of competent jurisdiction adjudicates any part of this Agreement invalid, unenforceable or illegal, such adjudication shall not affect or impair, in whole at in part, the validity, enforceability, or legality of any remaining portions of this Agreement. All remaining portions remain in full force and effect as if the original Agreement had been executed without the invalidated, unenforceable or illegal part.

20.4 The Supplier's undertakings under Sections 9., 10,12.3, 12.4 & 13 shall survive the expiration or termination of any PO, agreement and/or any other written instrument signed by Siemens and the Supplier. **20.5** Governing Law; Jurisdiction: This Agreement shall be governed by the law of the State of Israel with exclusive and sole jurisdiction of the competent courts of Tel Aviv, Israel.