Siemens Energy General Terms and Conditions of Purchase

These Siemens Energy General Terms and Conditions of Purchase ("Siemens Energy GTCP") are an integral part of the Sales Contract concluded by and between Siemens Energy Sp. z o. o with its registered office in Warsaw, as the Buyer (hereinafter: "Siemens Energy"), and the Supplier indicated in the Sales Contract. Siemens Energy and the Supplier shall be hereinafter jointly referred to as the Parties.

These Siemens Energy GTCP shall apply in their entirety also to supply contracts and service contracts (for the purpose of Siemens Energy GTCP, referred to as Sales Contracts), and the term Supplier shall be deemed by the Parties to include the supplier of goods as well as of services.

Contract

1. The Parties shall deem the Sales Contract to be:
   1.1. a purchase order submitted by Siemens Energy and confirmed in writing by the Supplier,
   1.2. an offer submitted in writing by the Supplier and accepted by Siemens Energy,
   1.3. a contract signed by both Parties.
2. The scope of sales, delivery, or service shall be agreed upon each time in the Sales Contract concluded by and between the Parties. Matters not regulated in the Sales Contract shall be regulated by these Siemens Energy General Terms and Conditions of Purchase and relevant laws and regulations, in particular the provisions of the Polish Civil Code; in the case of any discrepancies, the provisions of the Sales Contract shall prevail.
3. Offers that have been submitted but not accepted shall not be a basis for any financial claims against Siemens Energy. Lack of response to an offer on the part of Siemens Energy may not be construed as an acceptance of such offer.
4. Siemens Energy shall be entitled to cancel a purchase order when the Supplier fails to confirm the acceptance of the order in writing within two weeks of receipt thereof.
5. Any amendments, corrections and supplements to the Sales Contract may be implemented only when they have been accepted in writing by Siemens Energy. Siemens Energy shall be bound by the Supplier's general terms and conditions only if Siemens Energy agrees thereto in writing (even if they have not been explicitly rejected by Siemens Energy) and only to the extent consistent with the other documents that constitute the Sales Contract, including the Siemens Energy GTCP. Acceptance of deliveries or services and payments made by Siemens Energy shall not be treated as such an agreement. Similarly, acceptance by Siemens Energy of the subject matter of the Sales Contract may not be construed as the implicit acceptance by Siemens Energy of the general terms and conditions of the Supplier, unless Siemens Energy explicitly accepts the terms and conditions of the Supplier in writing. Any provisions of other documents delivered by the Supplier (*i.a.* in specifications, data sheets, technical documents, documentation, advertising materials, purchase order confirmations, or shipping documents) relating to contractual provisions, liability, limitations in contract application or any other provisions that change the provisions of these Siemens Energy GTCP, shall not apply.
6. Siemens Energy shall have the right to correct the quantity and range of goods determined in the Sales Contract, but not later than within 3 (three) business days from receipt of purchase order acceptance, submission of a statement confirming acceptance of the Supplier's offer or receipt by the Supplier of a contract copy signed by the Supplier. Business days shall be days Monday through Friday, excluding public holidays.

Delivery

7. The subject of the delivery shall be delivered in accordance with (Incoterms© 2020), as of the date of delivery, to the address indicated in the Sales Contract, at the Supplier's expense and risk. Unless indicated otherwise, the delivery address shall be the registered office of Siemens Energy.
8. The binding delivery date shall be the date determined in the Sales Contract, and if no such deadline has been determined, 14 days from the date of conclusion of the Sales Contract.
9. Handing over and reception of the goods shall take place at the address referred to in point 7. If the goods are delivered by a carrier, Siemens Energy may receive the goods on the basis of the consignment note, without examining it. Receipt of the goods by Siemens Energy does not imply confirmation of the absence of defects in the Seller's object of performance. Siemens Energy shall be entitled to inspect the shipment in terms of any loss or damage that might have occurred during the transport, and undertake any actions necessary to establish the carrier's liability.
10. Unit packaging, label or cover should feature any and all information and markings required by law, in particular the name of goods, name and address of the manufacturer and of the importer.

Warranty and Statutory Warranty

11. The Supplier guarantees that the goods it delivers are free from any physical and legal defects, whereby this and further provisions relating to the warranty and statutory warranty shall also apply accordingly to the services provided by the Supplier under the Sales Contract. The provisions of the Polish Civil Code shall apply to matters not regulated otherwise in these Siemens GTCP or the Sales Contract.
12. If any defects are detected, the Supplier must remove them at its own expense and risk or once again provide the defective services. The decision made by Siemens Energy as to the manner of defect removal shall be reasonable. If the Supplier fails to remove any defect (i.e. fails to carry out a repair or replacement) within a reasonable time limit set by Siemens Energy, Siemens Energy shall have the right to:
    - withdraw, in whole or in part, from the Sales Contract at its own discretion (Siemens Energy may exercise its right of withdrawal within 6 (six) months, counting from the day on which it becomes aware of the above-mentioned reason for withdrawal), or
    - demand reduction of the price / contractual remuneration, or
    - entrust removal of defect to a third party at the expense and risk of the Supplier, and

    Siemens Energy may claim damages for improper performance by the Seller.
    Notwithstanding the foregoing, the Supplier shall incur the expense and risk of removing the defects (e.g. the costs of return, transport, disassembly and reassembly).
13. The Supplier guarantees that the goods delivered comply with the provisions of the Sales Contract and agreed technological requirements, and are free from any physical or legal defects (faults) that could affect or decrease the value or proper usability thereof.
14. Siemens Energy shall have the right to demand, at its discretion, immediate and free-of-charge replacement or repair (restoration to proper condition) of the goods, and compensation, including reimbursement of costs, for the expenses and losses incurred as a result of delivery of defective goods. Siemens Energy shall not agree to any limitations of the above liability.
15. The warranty period shall cover 24 (twenty-four) months from the date of acceptance of the goods by Siemens Energy at the delivery address. If the Supplier offers a warranty period longer than 24 months, such longer period shall apply, subject to the provisions of Siemens Energy GTCP and the Sales Contract.
16. The Supplier guarantees that the goods delivered comply with the qualitative and safety requirements, in compliance with the applicable standards. In particular, the Supplier assures that it shall observe any and all technical requirements applicable in the country of manufacture, as well as in the country of destination. Should such requirements differ, standards applicable in the country of destination shall prevail.
17. The Supplier's liability under warranty shall commence upon handing the goods over to Siemens Energy and shall continue in the period of Siemens Energy' liability towards its client, if the goods are delivered to a Siemens Energy' client; in all other cases the statutory warranty shall apply.
18. If a client reports defects (submits a complaint) and Siemens Energy grants it, the Supplier shall deliver the goods, at its own expense and risk, free of any defects by the demanded deadline, not later than within the period in which Siemens Energy is liable towards its

client, and if Siemens Energy demands a price reduction or withdrawal from the Sales Contract, the Supplier shall cover any and all of Siemens Energy' losses resulting therefrom.

19. Siemens Energy' obligation to inspect the goods, provided for in Article 563 the Polish Civil Code, shall not include any obligation to open collective packaging, and the Supplier shall be liable for defects discovered after such opening as for concealed defects.
20. The Supplier shall inform Siemens Energy of any and all circumstances under which the goods delivered are dangerous and pose a threat to life or health.
21. Should Siemens Energy withdraw from the Sales Contract, Siemens Energy shall hand over the goods to the Supplier. The location for handing over the goods to the Supplier shall be determined by Siemens Energy (the Supplier's registered office or a location indicated in the Sales Contract). The Supplier shall collect the goods in a place and time indicated by Siemens Energy, but not later than within 7 (seven) days from notification by Siemens Energy. Upon expiry of the deadline for the collection of goods, Siemens Energy may liquidate the goods in the presence of a committee at the Supplier's expense, with no obligation to reimburse the price of the liquidated goods to the Supplier. This shall not affect the right to withdraw from the contract provided for in the provisions of the Polish Civil Code.

Payments

22. Any and all invoices and other correspondence shall include the full business name (name) and address of Siemens Energy, purchase order number, name of goods or service, and their quantities, no. in the Polish Classification of Goods and Services, and shall be properly signed (i.e. by duly authorized persons). Lack of any of the above information on the invoice may result in delayed payment of the invoice or its rejection. Invoices originating from countries other than Poland must include the number of customs tariff.
23. Siemens Energy will make payments on the basis of correctly issued VAT invoices. An incorrectly issued invoice shall be, in particular, an invoice that indicates as the account for payment an account of the Supplier that does not pass verification against the VAT payer database maintained by the Head of the National Revenue Administration (so-called "White List") on the day on which such invoice is received by Siemens Energy or on any day between the day of receiving the invoice and the day on which Siemens makes the payment. Siemens Energy reserves the right to withhold payment if on the date when the transfer is ordered, the bank account of the Supplier does not pass verification against the VAT payer database maintained by the Head of the National Revenue Administration. To the extent that it is obligated and/or authorized under applicable regulations, Siemens Energy will make payments for invoices received using the split payment mechanism.
24. In the circumstances provided for in this clause, Siemens Energy shall be released from the obligation to pay the Supplier any interest on late payment in commercial transactions until the later of:
    a) 14 days after the date on which the Supplier provides an appropriate bank account, positively verified against the VAT payer database maintained by the Head of the National Revenue Administration, or
    b) the payment date provided for in the Sales Contract, which is hereby jointly confirmed by the Parties.
25. Siemens Energy also reserves the right to seek compensation for damages in case of a tax sanction due to errors in bank accounts of the Supplier.
26. Siemens Energy reserves the right to refuse to accept deliveries in full or in part in case of strikes, lockouts or force majeure.
27. Payment for the goods delivered shall take place upon the reception of goods on the basis of a correctly issued VAT invoice within 60 (sixty) days from the date of an effective delivery of the invoice. If the Supplier is obliged to deliver tests of materials, test reports, quality control documents or any other documentation, they are deemed to form part of the requirements relating to completeness of the delivery and service provision.
28. Payment is not a confirmation that a given delivery or service has been supplied in compliance with the Sales Contract.
29. Drawings, sketches, technical and trade information, prototypes and models provided by Siemens Energy to the Supplier must be handled as confidential, used only for the purposes of carrying out the deliveries or services for Siemens Energy, and shall be returned to Siemens Energy immediately on demand.
30. The Parties shall be liable for the non-performance or improper performance of the Sales Contract under the principles stipulated in the provisions of the law, the Sales Contract, including these Siemens Energy GTCP.
31. The Supplier shall bear full liability for any damage resulting from causes attributable to the features or characteristics of the goods, and also from the improper packaging or marking thereof.
32. Engagement of any third parties as subcontractors (sub-suppliers) may only be effected upon the prior written consent of Siemens Energy, with a stipulation that Siemens Energy shall retain its right to withdraw from the Sales Contract, in whole or in part, at its sole discretion, and to pursue claims on account of damage suffered by Siemens Energy. Siemens Energy may exercise the right of withdrawal referred to in the preceding sentence within 3 (three) months, counting from the day on which it becomes aware of the above-mentioned reason for withdrawal.
33. In the case of a delay in goods delivery, Siemens Energy may charge the Supplier with liquidated damages in an amount specified in points 61–64 of Siemens Energy GTCP. The reservation concerning liquidated damages shall not exclude the right of Siemens Energy to claim compensation in excess of the value of the reserved liquidated damages on general terms.
34. Siemens Energy shall not be liable for delayed payment of invoices caused by deficiencies therein, and in particular by failure to include in the invoice the data specified in point 22.
35. If Contract performance results in the creation of works on the part of the Supplier as specified by the Act on Copyright and Related Rights, and if author's economic rights in the above works, or licenses thereto, or rights in a copy or carrier on which the work is recorded for Siemens Energy, are transferred to Siemens Energy in the performance of the Sales Contract, the price (remuneration) agreed by the Parties in the Sales Contract shall include the total remuneration due to the Supplier on account of such rights, and the Supplier shall transfer to Siemens Energy all author's economic rights, or grant a license, respectively, in any and all fields of exploitation known as at the conclusion of the Sales Contract, in particular those provided for in Article 50 and 74.4 of the Act on Copyright and Related Rights.
36. Assignment of the Supplier's rights resulting from the Sales Contract shall be possible only upon the prior written consent of Siemens Energy.
37. Siemens Energy declares that it is a large entrepreneur as specified by the Act of 8 March 2013 on Payment Deadlines in Commercial Transactions, which as at 1 January 2020 was renamed to the Act on Counteracting Excessive Delays in Commercial Transactions.

Code of Conduct for Siemens Energy Suppliers, Security of Supply Chain

38. 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 labour and the Supplier shall comply with the regulations of the Siemens Energy Code of Conduct and address these expectations to its own suppliers along its supply chain. Moreover, the Supplier shall be responsible for the health and safety of its employees and shall fulfil the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Siemens Energy and its representatives or a third party appointed by the Siemens Energy and reasonably acceptable to Supplier shall be entitled (but not obliged) to conduct – also at Supplier's premises – inspections in

order to verify Supplier's compliance with the contractual obligations, in particular with the Code of Conduct. Any such inspection may only be conducted in accordance with the applicable data protection law and shall neither unreasonably interfere with Suppliers' business activities nor violate any of Suppliers' confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspection to be conducted. Supplier shall immediately initiate any remedial actions if it detects any violation of the Code of Conduct by itself or its subcontractors and shall promptly inform Siemens Energy of any such violation and the remedial action if and to the extent such breach affects the contract

39. 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).
40. The Supplier shall protect the deliveries and services provided to the Siemens Energy or provided to third parties designated by the 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.
41. Apart from any other rights and legal measures that Siemens Energy is entitled to, Siemens Energy may withdraw from the Sales Contract or any purchase order submitted thereunder (in particular in the case of a framework Sales Contract) if the Supplier fails to observe such obligations. The right to withdraw referred in the preceding sentence may be exercised by Siemens Energy within 6 (six) months counting from the day on which it becomes aware of the above reason for withdrawal. However, if the Supplier is able to rectify the Sales Contract breach, the right of Siemens Energy to withdraw from the Sales Contract shall be subject to the condition of the Supplier failing to rectify such a breach within the relevant additional deadline set by Siemens Energy.
42. The Supplier represents that it is not involved in a dishonest and illegal business undertaking aimed at committing VAT fraud.
43. The Supplier shall select subcontractors (sub-suppliers) with due care, and in particular it shall vet its subcontractors (sub-suppliers) – with diligence expected from a reliable merchant – to ensure that they are not involved in a dishonest and illegal business undertaking aimed at committing VAT fraud.
44. If the representation included in point 44 above proves to be untrue or if the obligation included in point 45 is not met by the Supplier, and, as a result, Siemens Energy incurs financial damage following the application of joint and several liability regulations to Siemens Energy, as specified in Chapter X a) of the Goods and Services Tax Act of 11 March 2014: "Tax liability of the buyer in special cases" (consolidated text of 2011, Dz.U. [Journal of Laws] No. 177, item 1054, as amended), the Supplier shall reimburse Siemens Energy for the entire amount collected by the competent tax authority from Siemens Energy under the above joint and several liability regulations, including the interest from the date of payment by Siemens Energy of the amount due to the State Treasury.

Environmental Protection, Obligation to Notify, Dangerous Goods

45. If the Supplier delivers goods acceptable by law which, however, are subject to statutory restrictions or information requirements as regards specific substances (e.g. REACH, RoHS), the Supplier shall notify such substances to the BOMcheck online database (http://www.bomcheck.net) or in any relevant form determined by Siemens by the date of first delivery of such goods at the latest. The above shall apply only to legal regulations governing the registered office of the Supplier or Siemens Energy or delivery address indicated by Siemens Energy.
46. Moreover, the Supplier shall also declare any and all substances listed on the so-called "List of Declarable Substances" (https://www.bomcheck.net/suppliers/Unrestricted-and-declarable-substances-list), valid at the time of delivery performance, in a manner described above.
47. If a delivery contains goods that in accordance with international regulations are considered dangerous, the Supplier shall inform Siemens Energy thereof in the form agreed between the Parties, but under no circumstances later than on the date when the purchase order is accepted.
48. The Supplier shall be obliged to provide asbestos-free goods and to perform the services without the use of asbestos in any form.
    48.1 Should the presence of asbestos be found in the goods delivered, Siemens Energy shall have the right to suspend the payment, and the Supplier shall be obliged to immediately remove or dispose of all asbestos-containing goods. In the event of the Supplier's failure to immediately remove or dispose of asbestos-containing goods, Siemens Energy shall have the right to withdraw from the Contract with immediate effect. The right to withdraw referred in the preceding sentence may be exercised by Siemens Energy within 6 (six) months counting from the day on which it becomes aware of the above reason for withdrawal.
    48.2. The provisions of point 50.1 above shall apply *mutatis* mutandis to the services provided.
    48.3. Any asbestos-containing goods and services provided with the use of asbestos shall be deemed defective.

49. The Supplier shall provide all necessary data and information in accordance with the EU Carbon Border Adjustment Mechanism (CBAM) statutory regulations in a timely manner upon request of Siemens Energy in order to meet the Siemens Energy´s external obligations. CBAM latest developments as well as guidance can be accessed on the official Carbon Border Adjustment Mechanism Website; currently available under the following link: https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism_en

Foreign Trade Regulations

50. Siemens Energy's obligations under this Contract shall cease if their fulfillment violates national or international foreign trade regulations or customs laws, as well as embargoes or other sanctions imposed
51. The Supplier shall comply with all applicable export and import restrictions, customs, and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all services] to be provided and/or all products to be delivered according to this agreement. Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.
    In particular, Supplier represents and warrants that, at the times of order and delivery, none of its products nor its services, provided under this agreement contain prohibited products and/or services under the Foreign Trade Regulations applicable to the ordering entity (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).
52. The Supplier shall advise Siemens Energy in writing as early as possible but not later than 14 days prior to] the delivery date of any information and data required by Siemens Energy to comply with all Foreign Trade Regulations for the products and services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide to Siemens Energy for each product] and service:
    a. the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the product/service is subject to the U.S. Export Administration Regulations; and
    b. all applicable export list numbers; and
    c. the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
    d. the country of origin (non-preferential origin), and, upon request of Siemens Energy, documents to prove the non-preferential origin; and
    e. the preferential country of origin, and, upon request of Siemens Energy, documents pursuant to the requirements

of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration)
(„Export Control and Foreign Trade Data").

f. at Siemens Energy's request, documents confirming the country of origin of the iron and steel raw materials used for product processing;

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

- The Siemens Energy hereby prohibits to the Supplier, and the Supplier agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any supplied goods as well as technology (and related documentation, regardless of the mode of provision) provided by the Siemens Energy to the Supplier under the contract.

- The Siemens Energy shall be entitled to terminate the contract by writ-ten notice in the event of a breach by the Supplier of the obligation pursuant to this section 53. Upon termination, the Supplier shall pay to the Customer all costs and damages incurred by the Siemens Energy from such termination. In any case, the Supplier shall pay the Siemens Energy liquidated damages in the amount of 20 % of the contract price.

- Notwithstanding the provision hereinabove in this section 53, the Supplier shall indemnify and hold harmless the 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 the Siemens Energy arising out of or relating to a breach by the Supplier of the obligations under this section 53 and the Supplier shall compensate the Siemens Energy for all losses and expenses incurred resulting thereof.

54. In case of any alterations to origin and/or characteristics of the products and services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 14 days prior to the delivery/service date. Supplier shall be liable for any expenses and/or damage incurred by Siemens Energy due to any breach of the obligations according to this Article.
55. Any disputes arising between the Parties to the Sales Contract shall be resolved in accordance with the Polish law. The Parties shall endeavour to resolve disputes by mutual negotiations. If the Parties fail to reach an amicable resolution, the Parties agree that the court competent for resolving such matters shall be the court having jurisdiction over the registered office of Siemens Energy, unless the regulations of law unconditionally provide otherwise.
56. If any provision of these Siemens Energy GTCP proves invalid in whole or in part, it shall not affect the validity of the remaining provisions or parts thereof.

Right to Use

57. The Supplier hereby grants Siemens Energy the following non-exclusive, transferable rights to:
    57.2. use the object of deliveries and services, including the relevant documentation, to combine them with other products and be distributed collectively;
    57.3. install, activate, test, and handle software and the related documentation (hereinafter jointly: the Software);
    57.4. grant sub-licenses to the right referred to in item 56.2 above, to related companies (as specified by §4.1.5 of the Code of Commercial Partnerships and Companies (hereinafter: the related entities), contracted third parties, distributors, and end-Siemens Energys;
    57.5. grant sub-licenses to related entities and other distributors, with the right to grant further sub-licenses of the right referred to in point 56.2 above to end-Siemens Energys;
    57.6. use the Software to combine it with other products and copy the Software or enable the related entities, contracted third parties, or distributors to use and copy the Software;
    57.7. distribute, sell, hire, rent, prepare the Software for downloading or being made publicly available, e.g. in the context of the provision of application services or in other contexts, and to copy the Software to the required extent, always on condition that the number of licenses used at a given time does not exceed the number of licenses purchased;
    57.8. grant a sub-license to the right to use in accordance with point 56.6 above to related entities, contracted third parties, and distributors.
58. In addition to the rights granted in point 56 above, Siemens Energy, partners, and the distributors are authorized to enable the end-Siemens Energys to transfer the relevant licenses.
59. All sub-licenses granted by Siemens Energy shall ensure the proper protection of the Supplier's intellectual property rights in the Software. All sub-licenses shall include any and all contractual provisions applied by Siemens Energy to protect its own intellectual property rights.
60. The Supplier shall inform Siemens Energy, not later than at the time of conclusion of the Sales Contract, whether the goods and services delivered contain open source components.
61. In the context of this provision, "open source components" shall mean any software, devices or other information that are made available free of charge by a given licensor to any user under a license with the right to modification or distribution. If the goods or services delivered by the Supplier contain open source components, the Supplier shall comply with all applicable terms and conditions of open source license and shall grant Siemens Energy further sub-licenses and provide Siemens Energy with any information needed to comply with the applicable terms and conditions of the licenses. In particular, the Supplier shall provide the Buyer, immediately after the conclusion of the Sales Contract, with:
    - a schedule of all open source components used, indicating the relevant license, its version and a copy of the full text of such license, including reference to copyright. Such schedule must have an understandable structure and be provided with a table of contents;
    - full source code for the relevant open source software, including the scripts and information concerning environment generation, if this is required under the applicable open source terms and conditions.
62. Not later than at the time of concluding the Sales Contract, the Supplier shall inform Siemens Energy in writing whether any open source licenses used by the Supplier may be subject to the Copyleft effect that could have an impact on the Supplier's goods. In the context of this provision, the "Copyleft effect" shall means that it is required under open source license provisions that some goods of the Supplier as well as any goods derived from them could be distributed solely in accordance with the open source license terms and conditions, e.g. only when the source code is disclosed. If any open source licenses used by the Supplier are subject to the above-defined "Copyleft effect", Siemens Energy shall have the right to speed up the performance of the Sales Contract within two weeks of receipt of this information.

Time Limits and Penalties for Violation Thereof

63. For the purpose of determining the timeliness of deliveries, the right time shall be the date of receipt at the delivery destination, in accordance with Incoterms valid at the delivery date designated by Siemens Energy, and for deliveries that comprise installation, start-up or repair services, the right time shall be the date of acceptance by Siemens Energy.
64. In the event of delays in delivery, provision or repair, Siemens Energy shall be immediately notified thereof, and the Supplier shall be notified of its decision on charging liquidated damages.
65. If delivery or service provision is delayed, Siemens Energy may charge liquidated damages for each started business day of delay amounting to 1% of the contractual price (contractual remuneration), but in total no more than 35% (thirty five percent) of the total contractual price (contractual remuneration). The reservation concerning liquidated damages shall not exclude the right of Siemens Energy to claim compensation in excess of the

value of the reserved liquidated damages on general terms.

66. Any additional or other statutory rights shall remain unchanged.

Supplier's Obligation to Verify and Inform

67. Upon receipt, the Supplier is obliged to check the components, such as e.g. raw materials, delivered by Siemens Energy or delivered by the suppliers, manufacturers or other third parties, in terms of obvious or concealed defects. If any defects are discovered during such an inspection, the Supplier is obliged to immediately notify its suppliers, and in the case of components delivered by Siemens Energy, to notify Siemens Energy.
68. The Supplier is obliged to check the above-mentioned components in terms of third-party rights and their legal title, and to notify Siemens Energy of any potential third party intellectual property rights.

Quality Management

69. If it proves necessary given the subject matter of the agreement, the Supplier shall maintain a quality management system (e.g. adapting to DIN EN ISO 9001).

Delivered Materials, Information

70. The materials and information delivered by Siemens Energy shall remain the property of the Buyer and should be stored, marked as Siemens Energy property, and administered separately at no cost to Siemens Energy. They shall be used solely for the Sales Contract; the Supplier shall deliver spare parts in the event of deterioration of their quality or loss, which is the responsibility of the Supplier, even in the case of ordinary negligence. This shall also apply to the transfer of assigned material.
71. The materials and information shall be processed and transformed for Siemens Energy. Siemens Energy shall immediately become the owner of a new or processed product. If that is impossible for legal reasons, Siemens Energy and the Supplier hereby agree that Siemens Energy will be an owner of the new product throughout the period of its processing and transformation. The Supplier will store the new product in a manner safe for Siemens Energy, at no additional cost, thus meeting the due diligence requirement of a professional entity.

Tools, Designs, Samples, Confidentiality

72. Any and all tools, designs, samples, models, profiles, drawings, standard specification sheets, templates to be printed out and other materials provided by Siemens Energy, as well as any other materials derived therefrom, may not be made available to third parties or used for any other purpose than agreed in the Sales Contract, without the prior written consent of Siemens Energy. Such materials should be protected by the Supplier against unauthorized access or use. Subject to other rights, Siemens Energy may demand that such materials be returned, if the Supplier violates these obligations. The Supplier shall keep confidential the knowledge and arrangements, documents, scope of tasks, business processes and other information received from the Buyer or concerning the Buyer in connection with the provision of deliveries and services, as well as the conclusion of the contract and its results with respect to third parties – and shall keep the same information confidential after the termination of the Sales Contract – for the period when and as long as such information is not made public by legal means or unless Siemens Energy grants a written consent to their provision in an individual case. The Supplier shall make the confidential information available only to those employees who need it to perform their duties resulting from the Sales Contract and shall ensure that the employees are also bound by the obligation of confidentiality. The Supplier shall only use the confidential information for the provision of deliveries and services. Provided that Siemens Energy agrees to subcontracting in the performance of the Sales Contract, a subcontractor is obliged to meet the terms and conditions described in this point and shall express its written consent in this respect.

Protection of Personal Data

73. The Parties declare that with respect to the processing of personal data gathered in connection with the subject matter of the Sales Contract, they shall act in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: the Regulation) as well as any other European and local regulations on personal data processing, applicable in this case, and that they shall process the available data on their own responsibility.
74. The Parties declare that each of them acts as a controller for the personal data obtained from the other Party in connection with the performance of the Sales Contract.
75. Either Party confirms meeting any and all requirements, and if necessary, obtaining the relevant permits needed to make available personal data of the data subjects.
76. Either Party declares that if this is required under the Regulation or other provisions of law, it shall meet the information obligation on its own and by its own effort.
77. The Parties undertake to implement adequate technical and organizational measures to ensure the protection of the personal data processed. The level of protection of the entities' personal data should be adequate to the level of risk to the rights and freedoms of natural persons in the event of their unauthorized disclosure, acquisition, processing, alteration, loss, or destruction.

Right to Withdraw from the Contract

78. In addition to its statutory right to withdraw from the Sales Contract, Siemens Energy may withdraw from the Sales Contract, in whole or in part, if (a) the Supplier delays the delivery or service, and the delay, despite a relevant notice sent by Siemens Energy, continues for a period longer than 2 weeks after receipt of the notice, or in the case (b) when the Supplier cannot be reasonably expected to comply with the Sales Contract for reasons attributable to the Supplier, taking into account the circumstances of the case and both parties' interests, in particular in the event of deterioration of the Supplier's financial standing, which thus threatens due performance by the Supplier of its obligations under the Sales Contract, or if (c) the Supplier declares that it will not perform the Sales Contract.
79. The right to withdraw may be exercised by Siemens Energy within 6 (six) months counting from the day on which it becomes aware of the contractual reason for withdrawal.

Cybersecurity

80. The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as the products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with such standards as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
81. "Supplier Operations" shall mean all assets, processes and systems (including information systems), data (including Siemens Energy data), personnel and sites used or processed by the Supplier in the performance of this Contract.
82. Should the products or services contain software, firmware, or chipsets:
    the Supplier shall implement appropriate standards, processes, and methods to prevent, identify, evaluate, and repair any vulnerabilities (to threats), malicious code, and security incidents in products and services which shall be consistent with good industry practice and such standards as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
    - 82.2. the Supplier shall continue to ensure support and services to repair, update, improve and maintain the products and services, and shall deliver to Siemens Energy software patches to remove vulnerabilities for a reasonable period of product and service validity;
    - 82.3. the 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 Siemens Energy;
    - 82.4. Siemens Energy shall have the right, but shall not be obliged, to test the products or have them tested for malicious code and vulnerabilities at any time, and the Supplier shall adequately

support Siemens Energy in this respect;

82.5. the Supplier shall designate a contact person for Siemens Energy for all information security related issues (available during business hours).

83. The Supplier shall immediately notify Siemens Energy of any discovered or suspected material information security incidents and of vulnerabilities discovered in any Supplier Operations, services and products of the Supplier, to the extent that they have or may have a significant influence on Siemens Energy.

84. The Supplier shall take appropriate measures to ensure that its subcontractors and suppliers are bound by obligations similar to those specified in this clause, for a reasonable period of time.

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

Reference Client

86. The Supplier may indicate Siemens Energy as a reference client or indicate the goods or services developed by the Supplier while performing the Sales Contract for Siemens Energy, however not earlier than upon obtaining the prior written consent of Siemens Energy.

Governing Law

87. The Sales Contract (including Siemens Energy GTCP) shall be governed by the Polish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall not apply.

Siemens Energy Sp. z o.o.