

GENERAL TERMS AND CONDITIONS OF PURCHASE
Siemens Energy d.o.o. Heinzelova 70a Zagreb
(PIN: 18960883235)

April 2021 edition

1. Scope of General Terms and Conditions

- 1.1. These General Terms and Conditions of Purchase shall apply to all orders (deliveries of goods and services) of Siemens Energy d.o.o., Heinzelova 70a, 10000 Zagreb, PIN: 18960883235 and affiliated companies of Siemens Energy (hereinafter referred to as 'Buyer' or 'SIEMENS ENERGY' or Company) to Supplier (any party which supplies products, services to the SIEMENS ENERGY).

2. Purchase Order

- 2.1. These General Terms and Conditions of Purchase shall become an integral part of the contract upon acceptance of an order by the Supplier. Orders must be in writing and duly signed to be valid. The Buyer may also place orders via Electronic Data Interchange (EDI) provided this has been expressly agreed between SIEMENS ENERGY and the Supplier in writing. Any amendments to the order or oral agreements shall be valid only if SIEMENS ENERGY (Buyer) confirms them in writing.
- 2.2. The Supplier may use subcontractors to perform all or a part of its duties under an order if it has obtained an express prior approval of SIEMENS ENERGY.

3. Confirmation of Order, General Terms and Conditions of the Supplier

- 3.1. The acceptance of a purchase order shall be immediately confirmed to SIEMENS ENERGY. A purchase order may also be confirmed via Electronic Data Exchange (EDI) provided this has been expressly agreed in writing between SIEMENS ENERGY and the Supplier. SIEMENS ENERGY reserves the right to cancel an order at no cost to SIEMENS ENERGY unless it has received from the Supplier a proper order confirmation within a reasonable period, but no later than two weeks after the date of the order. Such cancellation is deemed on time if it is sent to the Supplier before SIEMENS ENERGY receives the purchase order confirmation.
- 3.2. If the purchase order confirmation deviates from the order, the Supplier shall clearly state any such deviation in the purchase order confirmation. SIEMENS ENERGY shall only be bound by such deviation if it has expressly accepted it in writing. An unconditional acceptance by SIEMENS ENERGY of the goods delivered by the Supplier shall not be considered as acceptance of any such deviation.
- 3.3. Unless accepted in writing by SIEMENS ENERGY, the Supplier's general terms and conditions shall not become binding upon SIEMENS ENERGY. Any reference in the order to the Supplier's quotation documents by SIEMENS ENERGY does not imply acceptance of the Supplier's terms and conditions.
- 3.4. Any terms and conditions of the Supplier or any of its subcontractors made available in paper or digital form together with the delivery of software products shall not be binding upon SIEMENS ENERGY, unless SIEMENS ENERGY gave its prior special written approval. This is valid particularly if SIEMENS ENERGY or any third parties attributable to SIEMENS ENERGY (e.g. employees, consultants, customers of SIEMENS ENERGY) commit an act that, pursuant to those terms and conditions, constitutes a basis for the conclusion of a contract, or if software registration or other cards are sent to the Supplier.

4. Delivery Period, Consequences of Delay

- 4.1. Unless expressly agreed otherwise, the period of delivery or performance shall commence on the day the order is issued, unless another beginning is expressly agreed upon. If no such period has been agreed, the Supplier shall deliver goods and services without delay. The relevant point

in time for the delivery of goods shall be the date of receipt at the place of destination specified by SIEMENS ENERGY ("place of use"). If the delivery involves erection or installation, the relevant point in time shall be the date of acceptance. When foreseeable delays in delivery occur, the Supplier shall immediately inform SIEMENS ENERGY on the matter and request SIEMENS ENERGY' decision. In that event, the period of delivery of goods or services shall be extended only if SIEMENS ENERGY has explicitly recognised such extension in writing.

- 4.2. SIEMENS ENERGY is entitled to charge a penalty of 0.5%, however, not more than 10% of the overall contract gross value for each calendar day of delay in delivery that already begun. Such penalty is independent of the Supplier's fault and any proof of damage. SIEMENS ENERGY reserves the right to claim damages exceeding the amount of the penalty. In the event of a delay, SIEMENS ENERGY is entitled to withdraw from the contract after expiry of a reasonable additional time-limit for delivery granted to the Supplier. This applies even if SIEMENS ENERGY used to accept delayed partial deliveries without reservation before. In the case of a time-sensitive contract, SIEMENS ENERGY shall not be obliged to grant an additional time-limit for delivery.
- 4.3. When it can be foreseen that the Supplier will fail to properly deliver or perform by the agreed date, SIEMENS ENERGY shall be entitled to take all measures necessary to prevent an imminent delay in delivery / performance at the Supplier's cost and risk.
- 4.4. In the case of early delivery, SIEMENS ENERGY reserves the right to charge the Supplier any extra cost, e.g. warehouse and insurance costs, and to effect payment in accordance with the agreed delivery date. Until the agreed date, SIEMENS ENERGY shall only bear the responsibility of a depositary.
- 4.5. The Supplier agrees to submit its financial and independent credit reports at the request of SIEMENS ENERGY (for example "D&B", BON-2, commercial bank certificates, etc.) to monitor creditworthiness. If SIEMENS ENERGY determines, based on the submitted or publicly available information, that there has been a significant change in creditworthiness, if bankruptcy or liquidation proceedings have been initiated against the Supplier, if there is a change in the Supplier 's ownership structure, or if the Supplier refuses to provide the requested information, SIEMENS ENERGY has the right to cancel the agreement in whole or in part without any consequences. The Supplier must immediately inform SIEMENS ENERGY about any such circumstances.

5. Shipment, Delivery, Passing of Risk, Export Control

- 5.1. In the case of deliveries involving erection or installation and in the case of services, the risk passes upon acceptance; for deliveries not involving erection or installation the risk passes upon receipt by SIEMENS ENERGY at the place of destination. If the registered office of the Supplier and the place of delivery are within the EU, DDP (place of destination) Incoterms® 2020 shall apply. If in this case delivery to construction sites or directly to third parties is agreed, the Supplier shall bear the costs and risk of unloading the goods. If the registered office of the Supplier or the place of delivery are outside the EU, DAP (place of destination) Incoterms® 2020 shall apply. If in this case delivery to construction sites or directly to third parties is agreed, DPU (place of destination) Incoterms® 2020 shall apply.
- 5.2. Partial as well as over-deliveries and under-deliveries are only permissible after obtaining SIEMENS ENERGY' express written approval. Goods are delivered to the goods receiving department of the place designated for delivery at the times agreed for the receipt of goods in the order. Each delivery shall be accompanied by a delivery note detailing the net weight per item and the complete purchase order number and the delivery address.
- 5.3. All requirements by SIEMENS ENERGY regarding mode of transportation, carrier and shipment rules must be strictly adhered to. Unless SIEMENS ENERGY has required a particular mode of transportation, goods must be dispatched at the lowest possible cost, failing which any adverse consequences and additional cost shall be borne by the Supplier. Additional cost arising from the need to meet the delivery date by way of expedited shipment shall be borne by the Supplier. Should agreed payment instruments (e.g. letter of credit) and shipping documents, in particular

purchase order data, be missing or incomplete, SIEMENS ENERGY shall be entitled to refuse acceptance at the Supplier's cost and risk.

- 5.4. When providing goods and services, the Supplier shall comply with all requirements of export, customs and foreign trade legislation ("FOREIGN TRADE REGULATIONS") and obtain the required export authorizations, unless not the Supplier, but SIEMENS ENERGY or a third party is obliged to apply for the export authorizations under applicable FOREIGN TRADE REGULATIONS.
- 5.5. The Supplier shall forward to SIEMENS ENERGY in writing all information and data (for each item on the purchase order confirmation, delivery note and invoice) required by SIEMENS ENERGY to comply with all applicable FOREIGN TRADE REGULATIONS governing the export and import as well as the re-export of the goods and services as early as possible, but in any case before the Delivery Date, including the following "EXPORT CONTROL AND FOREIGN TRADE DATA" for each commodity/service.
 - the "Export Control Classification Number" pursuant to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and
 - all applicable export list numbers; and
 - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) Code; and
 - the country of origin (non-preferential origin); and
 - upon request of SIEMENS ENERGY: preferential origin declarations by the Supplier (in the case of European Suppliers) or other preferential certificates (in the case of non-European Suppliers)
- 5.6. In the case of changes in the origin or features of the goods or services or the applicable Foreign Trade Regulations, the Supplier shall update and communicate in writing to the Buyer the Export Control and Foreign Trade Data as early as possible, but in any case before the Delivery Date. The Supplier shall be liable for any expenses and/or damage incurred by SIEMENS ENERGY due to the lack or incorrectness of EXPORT CONTROL AND FOREIGN TRADE DATA.
- 5.7. Direct supplies to SIEMENS ENERGY' customers shall be made in neutral packaging and with shipping documents in the name and on behalf of SIEMENS ENERGY, where necessary and at the sole request of SIEMENS ENERGY. The Supplier shall provide SIEMENS ENERGY with a copy of these delivery notes.
- 5.8. Retention of title of whatsoever nature by the Supplier is invalid.
- 5.9. Where prices are quoted without packaging, packaging shall be charged at cost price and stated separately in the invoices. Unless otherwise agreed by the parties, the value of packaging material returned by SIEMENS ENERGY to the Supplier for reuse shall be reimbursed by the Supplier. The Supplier is liable for any damage caused by improper packaging. When delivering hazardous goods, the Supplier shall comply with all applicable statutory provisions, in particular those relating to the type and marking of packaging and to the means of transport to be used.
- 5.10. For the performance of works and services under this contract the Contractor shall only use employees who are not listed in the relevant national, European and US-American sanctions lists based on foreign trade legislation.
- 5.11. The Supplier must perform the works by himself. The Supplier may delegate works in partial to a third party (i.e. subcontractor or vicarious agents). The third party performing such works must be approved in writing by SIEMENS ENERGY before such assignment. The Supplier must notify SIEMENS ENERGY in writing of any involvement of a further third party and provide all documents required to approve respective third party.

6. Suspension, Cancellation

- 6.1. SIEMENS ENERGY reserves the right to order the Supplier to suspend the performance of the contract at any time. If the performance of the contract is suspended for more than three months, the Supplier will have to prove to SIEMENS ENERGY in detail that it has incurred costs resulting

from such suspension. However, SIEMENS ENERGY shall not be liable to the Supplier for any loss of profits. The Supplier may claim compensation only for such proven costs. The Supplier may not claim compensation for any costs incurred as a result of a suspension of less than three months, or, in the case of a suspension of more than three months, for the costs incurred during the first three months.

- 6.2. SIEMENS ENERGY reserves the right to withdraw from the contract, as a whole or in part, irrespective of any fault on the part of the Supplier. In such a case, the Supplier is only entitled to charge SIEMENS ENERGY for the services proved to have been performed by the date of withdrawal, minus all possible gains and savings arising out of or relating to the withdrawal.
- 6.3. SIEMENS ENERGY also reserves the right to vary the scope of supply or services. The Supplier is entitled to a corresponding adjustment in the contract price.

7. Invoicing, Set-off

- 7.1. Invoices must indicate all purchase order details and be submitted to SIEMENS ENERGY immediately after delivery of goods or completion of services or in PDF form to: energyracun.rc-hr@siemens-energy.com. E-Invoices shall be sent using the service platform "Moj-eRačun". Copy invoices must be marked as duplicates. Invoices shall be worded and structured to facilitate both their comparison with the order and their auditing. Each invoice must show the purchase order number and the purchase order data. Invoices relating to services and installation performed shall be accompanied by time records confirmed by SIEMENS ENERGY. Invoices relating to goods requiring export authorisations shall list all marking requirements fulfilled. The Supplier must provide PIN (OIB) not later than the invoice. If the Supplier's main office is within the EU, the Supplier must provide the VAT number not later than the invoice.
- 7.2. SIEMENS ENERGY reserves the right to return invoices which do not comply with its requirements; in particular those regarding purchase order data or VAT rules, unprocessed. In such a case, invoices are considered as not submitted. Electronic invoices will only be accepted if forwarded to SIEMENS ENERGY via EDI.
- 7.3. The Supplier is not entitled to set off claims it may have against SIEMENS ENERGY against claims SIEMENS ENERGY has against the Supplier.

8. Payment Terms

- 8.1. The period within which invoices must be paid commences with SIEMENS ENERGY' unconditional acceptance of delivered goods or services and upon receipt of the properly issued invoice. If the Supplier is obliged to provide material tests, test records or quality control documents or any other documentation, deliveries and services will be regarded as fully performed only upon receipt of such documentation.
- 8.2. Unless otherwise agreed, payments are to be made within 60 days net or within 30 days minus the discount of 3% at SIEMENS ENERGY' choice. SIEMENS ENERGY is entitled to withhold payment until identified defects are remedied. For the duration of the warranty period, SIEMENS ENERGY may withhold up to 10% of the contract value as an interest-free guarantee deposit. Payment shall not be considered as an acceptance that the goods or services were delivered in accordance with the contract, nor as a waiver of any rights on the part of SIEMENS ENERGY. Payments are deemed to have been made in a timely manner upon execution of the transfer order with SIEMENS ENERGY' bank by the due date of payment. The Supplier bears bank charges incurred by the receiving bank. If, for any reason, an agreed security is not (or no longer) available, the Supplier is obliged to provide SIEMENS ENERGY with an equivalent one. In the case of advance payment, Supplier is obliged on request of SIEMENS ENERGY and before advance payment is executed, to provide Advance Payment Guarantee issued by eligible first-class bank, as irrevocable, unconditional and on first demand.
- 8.3. SIEMENS ENERGY is entitled to set off claims of its affiliated companies against the Supplier's claims.
SIEMENS ENERGY is entitled to set off claims it may have against the Supplier against claims the Supplier has against SIEMENS ENERGY.

- 8.4. If a bank account of the Supplier is already listed in the according SIEMENS ENERGY -systems but a different bank account is indicated on the invoice, the Supplier is obliged to provide an official confirmation by the custodian bank at the Supplier's expense confirming the Supplier's ownership of this new bank account. The payment deadline will be suspended until the submission of such official confirmation to SIEMENS ENERGY.
- 9. Acceptance, Notice of Defects, Liability for Defects, Product Liability, Intellectual Property Rights, Quality Assurance, Liability for Damage**
- 9.1. The mere receipt or temporary use of deliveries and services or payments made thereof do not constitute an acceptance or waiver of rights by SIEMENS ENERGY. Acknowledgements of receipt issued by the goods receiving department of SIEMENS ENERGY do not constitute a final acceptance by SIEMENS ENERGY of the goods delivered.
- 9.2. The goods are taken over (received) and checked as to their completeness and any visible defects within a reasonable time after their receipt. If random checks show that parts of a delivery do not comply with SIEMENS ENERGY' requirements or do not have the required marketable quality, SIEMENS ENERGY may reject the delivery as a whole. SIEMENS ENERGY shall notify the Supplier of any defects detected as soon as possible.
- 9.3. The Supplier is required to carry out an adequate inspection of the components provided (e.g. raw materials, building materials) by SIEMENS ENERGY from upstream suppliers, producers and other third parties upon receipt in order to determine any apparent or hidden defects, and to notify the SIEMENS ENERGY and the respective supplier, producer and other third party of such defects without delay.
- 9.4. The Supplier warrants to the Buyer that it will use best, appropriate and brand-new materials, manufacture the products adequately and in compliance with the underlying technical drawings, and that it will provide for their proper installation. The warranty period for supplies and services by the Supplier is two years. The warranty period for products and services that become a fixed part of buildings or land is three years. After rectification of defects notified by SIEMENS ENERGY, the warranty period for the replaced product begins to run anew. The warranty period for deliveries begins to run with the erection or installation of the delivered products, for services with their acceptance, for deliveries not involving erection or installation with their delivery to the place of destination, for hidden defects with their identification. For deliveries to locations where SIEMENS ENERGY uses the Supplier's goods to perform contracts outside its premises, the warranty period begins to run with the acceptance of the services to be rendered by SIEMENS ENERGY by SIEMENS ENERGY' customer. This time-limit is deemed to be observed if SIEMENS ENERGY has asserted warranty claims against the Supplier within the aforesaid periods in writing.
- 9.5. If engineering, advisory, software or documentation services or staff are provided by the Supplier, the Supplier fully guarantees the correctness and completeness of its written and verbal information and instructions for a period of two years after their provision.
- 9.6. The Supplier's upstream Suppliers are regarded as its agents, for which the Supplier is entirely liable.
- 9.7. SIEMENS ENERGY may require the Supplier either to immediately remedy defects identified within the above specified warranty periods at the Supplier's expense at the place of destination or to provide defect-free goods or services within the set deadline. SIEMENS ENERGY is entitled to claim all costs incurred in connection with the rectification of defects, e.g. installation and removal costs. The Supplier shall without delay reimburse SIEMENS ENERGY for any inspection costs if an inspection has revealed defects. In the case of imminent danger, e.g. in order to avoid its own default, or if the Supplier fails to rectify defects within a reasonable time, SIEMENS ENERGY shall be entitled to acquire defect-free products from third parties, without prior notification and without prejudice to its warranty claims against the Supplier or to repair or have defective goods repaired at the Supplier's expense. The Supplier shall fully reimburse SIEMENS ENERGY for the cost of such repairs, even if it exceeds the cost of repair made by the Supplier, without delay and following an invitation from SIEMENS ENERGY.

- 9.8. The Supplier shall indemnify and hold SIEMENS ENERGY harmless against disputes arising from any patent, copyright, trademark or registered design, and guarantee SIEMENS ENERGY the unrestricted use of the delivered product, without delay and following an invitation from SIEMENS ENERGY. Without prejudice to other obligations, the Supplier will indemnify and hold SIEMENS ENERGY harmless against any product liability claims raised by third parties against SIEMENS ENERGY as a result of defects in the products delivered by the Supplier, without delay and following an invitation from SIEMENS ENERGY. The Supplier undertakes to compensate SIEMENS ENERGY for costs incurred in connection with a defence against any such claim or in connection with an obligation to repair defective products, without delay and following an invitation from SIEMENS ENERGY. The Supplier will provide SIEMENS ENERGY with ample proof that it has taken out adequate insurance to cover these risks.
- 9.9. For a period of 11 years after the last delivery, the Supplier shall provide SIEMENS ENERGY upon the latter's request with the names of the respective manufacturers, importers, upstream Supplier without delay, not later however than two weeks after being requested to do so. Furthermore, the Supplier will provide SIEMENS ENERGY immediately with appropriate evidence, such as production records and documents specifying production and delivery batches and/or the date of production and delivery to enable SIEMENS ENERGY to oppose product liability claims.
- 9.10. Installations or products delivered by the Supplier must have the required safety features and comply with the applicable safety standards (for installations or parts thereof in particular with those applicable at the place of destination). In any case, the currently valid technical regulations shall be complied with. In particular, the relevant EU directives, the Croatian General Product Safety Act and any provisions based thereon (as amended) as well as currently applicable regulations versions of European standards, Croatian standards and similar bodies of rules must be complied with. Installations, systems or products delivered by the Supplier must bear the CE markings required under the relevant EC directives and Croatian legislation. Upon delivery, the Supplier shall provide SIEMENS ENERGY with EC declarations of conformity with short technical descriptions as well as installation instructions and installation requirements, if required. In addition, the Supplier shall inform SIEMENS ENERGY about changes in materials, manufacturing procedures, Sub-supplier parts and EC declarations of conformity in a timely fashion. When delivering equipment designed to be assembled by SIEMENS ENERGY or a third party, the Supplier shall provide SIEMENS ENERGY, to the extent necessary, with all documentation required by SIEMENS ENERGY, including assembly schedules, data sheets, installation instructions, processing instructions, storage, operation and maintenance instructions, lists of spare and non-consumable parts etc. Delivered products have to be marked in Croatian and – upon SIEMENS ENERGY ' request – in other languages as well. The operating requirements and instructions must be drawn up in duplicate in Croatian and - upon SIEMENS ENERGY ' request - also in other languages.
- 9.11. SIEMENS ENERGY reserves the right to demand proof of the Supplier's quality control system and the Supplier's documentation of the quality tests executed, and to carry out audits on the Supplier's premises at any time. The Supplier shall compensate SIEMENS ENERGY for the costs of the audit if defects in the quality control system or errors of the documentation of quality tests are detected in the course of the audit.
- 9.12. Before a necessary product warning the Supplier will inform SIEMENS ENERGY immediately and directly in writing.
- 9.13. SIEMENS ENERGY bears no responsibility for damages regarding health and safety, suffered by the employees of the Supplier or his Sub-suppliers, nor for the damages suffered by the Supplier or damages caused to third persons by the Supplier, except in case of intent or gross negligence. The Supplier takes on full legal responsibility for applying all health and safety measures within the business frame of this Agreement. The same applies to the Supplier's liability for works he subcontracted to his cooperants. The Supplier is obliged to perform all contracted works and activities in a way which prevents any and all reports or publications at the detriment of SIEMENS ENERGY and in a way which prevents disruption of the Supplier's business reputation.

- 9.14. In case of termination of the Contract or any breach of contractual obligations, for which is SIEMENS ENERGY solely responsible, SIEMENS ENERGY is obliged to pay the Supplier all due amounts for the delivered contract equipment and duly performed works but is not obliged to reimburse any costs and / or damages incurred due to breach of contractual obligation or due to termination of the contract except in case of gross negligence or intent by SIEMENS ENERGY.
- 9.15. Supplier is liable to SIEMENS ENERGY for every damage which could be related to this Contract or could arise from it, and which incurred as the fault of the Supplier.

10. Material provided by SIEMENS ENERGY

- 10.1. Material provided by SIEMENS ENERGY remains SIEMENS ENERGY' property and is to be stored, labelled and managed separately free of charge. Upon SIEMENS ENERGY' request, the Supplier shall confirm the receipt of material provided by SIEMENS ENERGY. The Supplier may use such material only to execute orders from SIEMENS ENERGY. The Supplier shall compensate SIEMENS ENERGY for a diminution in value or loss. Claims for damages arising from the delayed provision of such material as well as any right of retention of the Supplier shall be excluded.

11. Special Conditions for Hardware and Software

- 11.1. Unless otherwise agreed in the order, hardware and software always constitute a single product.
- 11.2. If the Supplier is to deliver software that has not been developed individually for SIEMENS ENERGY, the Supplier will grant SIEMENS ENERGY the nonexclusive right to use, transfer, utilize, distribute, copy, sublicense, edit and assign such software for the purpose of its intended and contractually agreed use. This right of use shall not be limited in duration in cases where the payment of a lump sum has been agreed for the use of such software. For software products which have been individually developed for SIEMENS ENERGY, the Supplier grants SIEMENS ENERGY an exclusive and transferable exploitation right for all usage categories that is unlimited in time and place and also excludes the Supplier itself from using the software for any purpose. Unless otherwise agreed, the software shall be delivered together with the source code in its latest version. The Supplier shall install the software and provide a data carrier which can be disclosed on SIEMENS ENERGY' system both in source code and object code form together with the related documentation (contents and structure of the data carrier, programme and data flow charts, test procedures, test programmes, error processing, etc.). Apart from this documentation, the Supplier shall provide SIEMENS ENERGY with comprehensive written user documentation in Croatian and/or in any language selected by SIEMENS ENERGY and in a sufficient number of copies before acceptance.
- 11.3. Software individually developed for SIEMENS ENERGY will be accepted explicitly in the form of a written acceptance protocol if it meets the agreed functional requirements specifications. Any repair to be performed by the Supplier will be also included in the acceptance protocol. If SIEMENS ENERGY fails to accept delivery for four weeks after notification of readiness for acceptance by the Supplier, or if SIEMENS ENERGY denies acceptance without justification, the software will be deemed accepted after it has been tested free of charge for at least four weeks and such testing has shown satisfactory results and produced no error messages. In case of doubt, the mentioned period shall commence with the commercial use of the software by SIEMENS ENERGY or by SIEMENS ENERGY' end customer, whichever comes last.
- 11.4. The Supplier undertakes to make available to SIEMENS ENERGY all subsequent programme versions in which errors have been eliminated (updates) free of charge within the warranty period. The Supplier furthermore undertakes to offer SIEMENS ENERGY software maintenance at competitive market prices for at least five years from the date of acceptance. Within the warranty period, maintenance charges will be reduced accordingly.
- 11.5. The Supplier shall inform SIEMENS ENERGY - at the latest at the time of order confirmation - whether the products and services to be delivered 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 (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License).

Should the Supplier not at all or too late inform that its products and services contain open source software, SIEMENS ENERGY is entitled to cancel the order. The Supplier is then also obliged to indemnify and hold SIEMENS ENERGY harmless.

- 11.6. Should the products and services delivered by the Supplier contain open-source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to SIEMENS ENERGY and provide all information which SIEMENS ENERGY needs in order to comply itself with the applicable license terms. In particular, the Supplier must deliver to SIEMENS ENERGY promptly after the order is confirmed the following:
- The complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.
 - A schedule of all open source files used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or author-ship. Such schedule must have an understandable structure and contain a table of contents.
- 11.7. The Supplier shall inform SIEMENS ENERGY - at the latest at the time the order is confirmed - whether any open source licenses used by the Supplier will – within their intended use - be subject to a “Copyleft Effect“ which will affect the products of SIEMENS ENERGY. In the context of this provision, “Copyleft Effect“ means that the provisions of the open source license require that certain of the Supplier’s products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.
- 11.8. Should the Supplier not indicate until receipt of the order that its products and services contain open-source components or whether the described “Copyleft Effect“ would occur, then SIEMENS ENERGY is entitled to cancel the order within 14 (fourteen) days upon receipt of this information.

12. Special provisions for planning activities

- 12.1. Any and all documentation, such as plans, drawings, and models shall become the property of SIEMENS ENERGY, even if the contract should be terminated prematurely and shall be handed over to SIEMENS ENERGY upon request. The Supplier shall grant to SIEMENS ENERGY an exclusive and transferable exploitation right for all usage categories that is unlimited in time and place and also excludes the Supplier itself from using without claim for additional remuneration, same applies for works resulting from this contract. SIEMENS ENERGY thus is entitled to exploit, by means of implementation of the respective plans, or otherwise use said plans and other documentation in their original form or after modification without any further participation or approval by the Supplier.

13. Drawings, Tools, Auxiliary Devices, Authorisations

- 13.1. Drawings and technical calculations shall be made available by the Supplier free of charge, where necessary. Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by SIEMENS ENERGY, as well as any materials derived therefrom, shall remain SIEMENS ENERGY’ property and shall not be made available to any third party nor be used for any other purposes than those contractually agreed, without SIEMENS ENERGY’ prior written approval. Tools, patterns, etc., that have been produced at SIEMENS ENERGY’ expense, shall become its property upon payment.
- 13.2. All tools and related auxiliary devices, in a broad sense, shall be clearly marked as SIEMENS ENERGY’ property and protected against unauthorised access or use, or maintained and repaired, if and where applicable. They shall be returned either upon execution or cancellation of the order. Subject to any further rights, SIEMENS ENERGY may demand the return of such

materials if the Supplier violates the duties referred to above. The Supplier has no right of retention.

- 13.3. The Supplier expressly states and warrants towards SIEMENS ENERGY that it is in possession of all industrial authorisations as well as any other authorisations permits and/or licences necessary to ensure the performance of the services as agreed in the contract and that it will, upon SIEMENS ENERGY' request, make available to SIEMENS ENERGY the respective documents. Insofar as for the performance of the deliveries and services special regulatory approvals, authorisations or inspections are required, such approvals, permissions and inspections will be obtained by the Supplier without entitlement to special remuneration in a timely manner.

14. Place of Performance, Applicable Law, Place of Jurisdiction, Severability, Proviso

- 14.1. The place of performance for deliveries or services shall be the place of destination. For payments, the place of performance shall be the Buyer's seat.
- 14.2. Croatian law shall apply with the exception of trading customs and practices, conflict of laws of the private international law and the rules of the Vienna (United Nations) Convention on Contracts for the International Sale of Goods of 1980.
- 14.3. Disputes, in particular those relating to the implementation of contract or any arising claims, shall be under exclusive jurisdiction of the Zagreb Commercial Court. However, SIEMENS ENERGY shall also be entitled to bring proceedings against the Supplier before any other court, e.g. before the Supplier's court of general jurisdiction.
- 14.4. The Supplier shall compensate SIEMENS ENERGY for any costs necessary to bring appropriate legal action, in particular for attorneys' fees, and for any pre-trial expenses incurred by SIEMENS ENERGY.
- 14.5. The invalidity of individual provisions shall not affect the validity of the remaining provisions of the contract.
- 14.6. SIEMENS ENERGY shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

15. Confidentiality, Data Protection

- 15.1. The Supplier undertakes to keep confidential information pertinent to SIEMENS ENERGY or the subject matter of the contract, which he has rightfully obtained in connection with the purchase order, unless this information has become generally known or known to the Supplier in another lawful manner. Furthermore, the Supplier shall keep confidential the results or partial results obtained by the Supplier in fulfilment of the purchase order and use them exclusively for the performance of the present purchase order. In the event that the Supplier makes use of a third party for the performance of its contractual obligations, it shall make sure that such third party contractually commits itself to at least the same degree of confidentiality.
- 15.2. The same applies to personal data relating to SIEMENS ENERGY or any third party, that the Supplier has acquired in connection with the contract with SIEMENS ENERGY. The Supplier shall protect such information against access by third parties and commit its employees (including employees, hired staff, freelancer) dealing with contractually relevant tasks to the same level of confidentiality.
- 15.3. The Supplier's data (commercial register data, address, telephone and facsimile number as well as other information required for correspondence following from modern communication tools, locations, contact persons, ordered goods, and supply volumes) which become known to SIEMENS ENERGY in connection with the respective business transaction will be automatically processed only for the execution of the contract, in particular, for administration and billing purposes. For technical reasons, it may be necessary to store such data on servers of a company that is a member of the SIEMENS Energy group.

- 15.4. The Supplier expressly agrees that the data obtained from each business transaction and stored according to item 15.3 may be passed on to other companies affiliated to SIEMENS ENERGY.
- 15.5. The protection of personal data is very important to SIEMENS ENERGY. Therefore, SIEMENS ENERGY processes personal data only in accordance with all applicable data protection and data security regulations. In the course of doing business with suppliers SIEMENS ENERGY processes personal data of contact persons at the Supplier, at interested parties (potential suppliers) or at other business partners. Details to the categories of the processed data, the purposes of the processing and its legal grounds can be found in the Data Privacy Policy of Siemens Energy– available in detail on the homepage <https://www.siemens-energy.com/global/en/general/privacy-notice.html>
- 16. Information, Declaration of Materials, RoHS, Disposal, Packaging, Dangerous Goods, Purchase of Timber**
- 16.1. If the Supplier delivers products that are subject to regulatory or other legal requirements with regard to their placement on the market and further marketing in the European Economic Area, or comparable requirements in other countries of use named by SIEMENS ENERGY, the Supplier must ensure that the products fulfill these requirements in their version applicable at the time of acceptance (cf. 5.1). The Supplier must further ensure that all documents and information necessary for proof of conformity of the products with the applicable requirements can be supplied to SIEMENS ENERGY immediately upon request.
- 16.2. Notwithstanding any legal information duties, the Supplier shall provide SIEMENS ENERGY with all necessary and useful information pertinent to the goods and services to be delivered, in particular, information on proper storage as well as safety data sheets in accordance with EU regulative applicable at the time of conclusion of the contract. In addition, the Supplier shall raise SIEMENS ENERGY' attention to the possibility of hazardous waste or waste oils arising from the goods delivered by the Supplier and shall, in particular, advise SIEMENS ENERGY on their disposal. Upon SIEMENS ENERGY' request, the Supplier shall take back, free of charge, any waste resulting from the ordinary use of the delivered goods or similar products, as defined in the applicable Waste Management Act. However, such obligations shall be limited to the amount delivered by the Supplier. Should the Supplier refuse or should the Supplier not be able to accept such waste, SIEMENS ENERGY shall be entitled to dispose of it at the Supplier's expense.
- Waste generated during the execution of works must be collected separately, waste disposals must be arranged for the separate collection of non- dangerous waste (metal, sheet metal, wood ..) and be disposed of in the designated places for collection of certain type of waste. If occurrence of dangerous waste is predicted during the execution of the works, Supplier is obliged to provide the containers for disposal of it, in accordance with the applicable regulations. Flammable waste must be in metal containers with lids and away from flammable sources.
- At the end of the work, it is the obligation of the Supplier to clean the worksite, to dispose of any residual material and dispose waste in a legally prescribed manner. All costs for cleaning the construction site and eliminating or managing the waste is included in the agreed price. If Supplier fails to fulfil this obligation or is late in performing of it, SIEMENS ENERGY is entitled to perform the work at the Supplier 's cost and will issue Invoice to Supplier with payment terms equivalent to payment terms which SIEMENS ENERGY has with Supplier in certain case.
- 16.3. The Supplier ensures that deliveries under the order are RoHS–compliant and therefore in conformity with the EC Directive on the Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment (EU Regulations in the version applicable as of conclusion of the contract) at the time of delivery. In the event that deliveries fail to comply with this EC Directive, the Supplier shall – without prejudice to any warranty claims SIEMENS ENERGY may raise – compensate SIEMENS ENERGY for any damage arising from such non-compliance.
- 16.4. Should the Supplier deliver legally permissible products, which are, however, subject to statutorily-imposed substance restrictions and/ or information requirements (e.g. REACH – Registration, Evaluation, Authorisation and Restriction of Chemicals), the Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable

format provided by SIEMENS ENERGY no later than the date of first delivery of products. The foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or SIEMENS ENERGY or at the designated place of delivery requested by SIEMENS ENERGY. Furthermore, the Supplier shall also declare all products, substances which are set out in the so-called "List of declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances-list) applicable at the time of delivery in the manner described above.

- 16.5. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier shall inform SIEMENS ENERGY hereof in a form agreed upon between Supplier and SIEMENS ENERGY, but in no case later than the date of order confirmation.
- 16.6. When providing goods and services, the Supplier shall comply with all requirements of the EU Timber Regulation, which aim is to prohibit the placing of illegally harvested timber and timber products derived from such timber on the EU market. This includes e.g. all paper products, labels, brochures, etc. If nevertheless an import into the EU is seen as necessary the EU Timber Regulation Process Description applies.

17. Legal Succession and third parties

- 17.1. SIEMENS ENERGY may, in its sole discretion, assign the Contract or Order or any part thereof or any of its contractual rights or obligations to any affiliate company of SIEMENS ENERGY. Such assignment shall be in effect after SIEMENS ENERGY informs the Supplier about the assignment by a written notification. The Supplier hereby gives its approval of such assignments of the Contract or any contractual rights or obligations in advance.

18. Anti-corruption

- 18.1. The Supplier shall notify SIEMENS ENERGY – at the latest upon submission of the Supplier's offer to SIEMENS ENERGY – in writing if the Supplier or members of its management board have been sentenced by final judgement of a national court for corruption of a public officer within the last five years prior to the submission of the Supplier's offer to SIEMENS ENERGY, and, without undue delay, if the Supplier or members of its management board are charged with corruption of a public officer before a national court at any time between submission of the Supplier's offer to SIEMENS ENERGY and acceptance of the supplies/services of the Supplier pursuant to Sect. 9.2. Such notification shall ensure compliance with the requirements laid down by the OECD Recommendation on Anti-corruption in relation to national export guarantees.

19. Cybersecurity

- 19.1. The 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 standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 19.2. "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by the Supplier from time to time in the performance of this contract.
- 19.3. Should products or services contain software, firmware, or chipsets:
- the Supplier 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 and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
 - the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the Customer remedying vulnerabilities for the reasonable lifetime of the products and services;

- the Supplier shall provide to the Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to the Customer;
- the Supplier shall grant to the Customer the right, but the Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Customer;
- the Supplier shall provide the Customer a contact for all information security related issues (available during business hours).

19.4. The Supplier shall promptly report to the Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent the Customer is or is likely to be materially affected.

19.5. The Supplier shall take appropriate measures to achieve that its subcontractors and Suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 19.

19.6. Upon the Customer's request, the Supplier shall provide written evidence of its compliance with this section 19 including generally accepted audit reports.

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

20.1. Supplier shall comply with the laws of the respective jurisdiction as well as the principles and requirements of the "Siemens Energy Code of Conduct for Suppliers and Third Party Intermediaries" attached herein as Appendix 1 (hereinafter: Code of Conduct).

In particular, the Supplier shall not engage, actively or passively, directly or indirectly, in any form of bribery, violation of fundamental rights of its employees or child labour. In the case of cross-border assignments of employees, the Supplier has to observe all statutory regulations of the country of operation. In particular, the Supplier shall fulfill all statutory wage requirements as well as the wage requirements from all collective bargaining agreements, shall fulfill his statutory obligations to pay taxes and social insurance contributions, shall comply with all statutory and official requirements for work safety, and shall only use employees who have the necessary working permits and have proper social security and accident insurance. In case of involvement of third parties and/or involvement of further third parties involved by these third parties, the Supplier equally ensures the compliance with these requirements. Upon request the Supplier has to provide to SIEMENS ENERGY with respective written proof of compliance with these obligations, by itself and the third party. The Supplier shall fully indemnify and hold harmless SIEMENS ENERGY from and against claims based on the infringement of the obligations according to this article 20.1. by the Supplier or third parties. Moreover, the Supplier shall take responsibility for the health and safety of its employees at their workplace, act in accordance with the applicable environmental laws and make the best efforts to promote this Code of Conduct among its Supplier s.

20.2. The Supplier shall act in accordance with the applicable environmental laws. He will take adequate measures to avoid the deployment of so-called conflict minerals and to create transparency over the origin of raw materials and will use best efforts to promote this Code of Conduct among its suppliers.

20.3. The Supplier is obliged to comply with all legal requirements regarding the health and safety of its employees. It must ensure that the health and safety of its personnel as well as the personnel from his direct or indirect subcontractors employed to perform the deliveries and services and all other persons who are entitled to stay in the work area, is protected.

20.4. The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the

goods and services provided to 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 goods and services and shall obligate any subcontractors to take equivalent security measures.

- 20.5. Without prejudice to other rights and remedies SIEMENS ENERGY may have, SIEMENS ENERGY may terminate the contract if the Supplier has culpably violated any of these obligations. If, however, the Supplier's breach of duty is capable of remedy, SIEMENS ENERGY may terminate the contract only if the Supplier has failed to comply with a period granted by SIEMENS ENERGY for remedying its breach of contract.
- 20.6. If requested by SIEMENS ENERGY, supplier shall not more than once a year either – at its option– provide SIEMENS ENERGY with (i) a written self-assessment in the form provided by SIEMENS ENERGY, or (ii) a written report approved by SIEMENS ENERGY describing the actions taken or to be taken by supplier to assure compliance with the Code of Conduct.
- 20.7. SIEMENS ENERGY and its authorized agents and representatives and/or a third party appointed by SIEMENS ENERGY and reasonably acceptable to supplier, shall be entitled (but not obliged) to conduct – also at suppliers' premises – inspections in order to verify suppliers' compliance with the Code of Conduct.

Any inspection may only be conducted upon prior written notice of SIEMENS ENERGY, during regular business hours, 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 inspections conducted. Each party shall bear its expenses in connection with such inspection.

- 20.8. In addition to any other rights and remedies SIEMENS ENERGY may have, in the event of (i) supplier's material or repeated failure to comply with the Code of Conduct or (ii) supplier's denial of SIEMENS ENERGY' right of inspection as provided for in article 20.7., after providing supplier reasonable notice and a reasonable opportunity to remedy, SIEMENS ENERGY may terminate this agreement and/or any purchase order issued hereunder without any liability whatsoever.

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct's environmental protection requirements.

- 20.9. SIEMENS ENERGY is granted with the right of direct monetary remuneration by the Supplier, on the basis of an invoice due for payment within 7 days, in the amount determined by SIEMENS ENERGY at its sole discretion for each case of breach of the provisions of this Article by the Supplier. The Supplier waives its right to contest such invoice issued by SIEMENS ENERGY. In the event of such breach, SIEMENS ENERGY is authorized to terminate the Contract and take any other measures, at its sole discretion. This right does not in any way affect SIEMENS ENERGY ' right to compensation for damages or any other right deriving from the Supplier's behaviour contrary to the statutory or contractual health and safety provisions.

21. Environmental Health and Safety

- 21.1. The Supplier shall comply with all legal provisions on health and safety and shall make his best efforts a) to remove threats to the health and safety of persons employed by the Supplier and Supplier's direct or indirect Sub-supplier responsible for the performance of works ("personnel") and b) to ensure that no person who is authorized to be on a construction site, including personnel, SIEMENS ENERGY personnel and visitors is injured.
- 21.2. Prior to the start of works, the Supplier shall: 1) provide SIEMENS ENERGY with a risk assessment prepared for that specific site in written form that a) analyses any potential threats to the health and safety of personnel which may arise from the performance of works and b) determines measures, deadlines and responsible persons to remove such threats; 2) provide SIEMENS ENERGY with a EHS Plan/Plan of work execution prepared for that specific site, in

written form, in accordance with provisions of the relevant national bylaw. Both documents must cover all Contractor's work activities (his own and his subcontractor's).

- 21.3. The Supplier shall ensure that all personnel, prior to the start of works, participates in specific training organised for that construction site which must be documented in written form, and that the same personnel is equipped with appropriate personal protective equipment and other equipment. The Supplier shall ensure that the personnel uses that personal protective equipment and other equipment and that the equipment is maintained in good condition at all times, have appropriate certificates and, if necessary, replace them with new ones.
- 21.4. SIEMENS ENERGY reserves the right, at its sole discretion and at any moment, to remove any personnel from the construction site and/or suspend the performance of works for health and safety reasons, in which case SIEMENS ENERGY shall bear no liability or any other consequences.
- 21.5. The Supplier shall appoint an expert as its representative for environment, health and safety and fire safety ("the Supplier's EHS representative") and shall ensure that the Supplier's EHS representative participates in discussions related to safety which will periodically be organized by SIEMENS ENERGY.
- 21.6. The Supplier shall regularly monitor compliance with the legal provisions as well as provisions in the field of occupational health and safety, fire safety and environmental protection defined in the contract and in the internal rules of the End Customer. In addition, Supplier shall a) periodically conduct site visits, known as Safety Walk and Talk (hr: Sigurnosni obilasci i razgovori), b) ensure communication of Stop Work Authority rule in case of identified danger (hr: Pravo na obustavu rada u slučaju opasnosti), c) ensure communication of forbidden work regulations in areas for which Work Permit is not issued, d) communicate to all workers that SIEMENS ENERGY must be informed about each Work order, i.e. the work activity must not start without prior approval by the SIEMENS ENERGY responsible person.

In due course, before conducting site visits, the Supplier may invite SIEMENS ENERGY to participate in the visits. If the Supplier finds non-compliance with the provisions on health and safety, compliance has to be established without delay and SIEMENS ENERGY has to be informed on the findings and status of actions taken by the Supplier in order to achieve compliance.

- 21.7. Upon the request of SIEMENS ENERGY, the Supplier shall immediately allow SIEMENS ENERGY to access the Supplier's documents which refer to health and safety, fire safety and environment protection, and relate to the works.
- 21.8. In the event of an incident which leads to a) the death of any one member of personnel or b) serious injury which includes more than one day of incapacity to work of any one member of personnel or c) more than three workers put in hospitals, d) an injury that requires medical attention the Supplier shall immediately notify SIEMENS ENERGY and shall, without delay, 1) provide first aid to injured persons and secure the location of the incident 2) conduct an analysis of the basic cause of the incident, 3) determine appropriate measures in order to prevent similar incidents in the future, 4) define time-limits and responsible persons for measures to be carried out and 5) submit a written report to SIEMENS ENERGY within one week from the incident which contains sufficient details on the basic cause of the incident, the measures determined and the time-limits defined. The Supplier shall support any additional investigations that might be carried out by SIEMENS ENERGY.
- 21.9. SIEMENS ENERGY and its authorized persons and representatives and/or a third party designated by SIEMENS ENERGY have the right (but not the obligation) to perform – including at the Supplier's premises – an Audit to evaluate the Supplier's environmental, health and safety management system, including controls of appropriate documents and, in case of deficiencies classified as serious by SIEMENS ENERGY, defining of remedial measures.

Such Audit may only be conducted by SIEMENS ENERGY with prior written notice, during regular business hours, in accordance with applicable data protection law, and shall not unreasonably interfere with Supplier's business activities or violate any vendor confidentiality

agreement with third parties. The Supplier undertakes to cooperate reasonably during each performed Audit.

- 21.10. If the Audit is caused by serious incident described in clause 20.8 or by continuous or recurring environmental and occupational health and safety deficiencies, the cost of that Audit and any delay in the provision of SIEMENS ENERGY services to the End Customer shall be borne by the Supplier.
- 21.11. When SIEMENS ENERGY prepares a document related to health and safety on a construction site ("EHS Plan/Plan of work execution"), SIEMENS ENERGY will provide a copy of it for the Supplier. The Supplier shall confirm the receipt of the document in writing and act in accordance with the provisions contained therein. The same applies to the amendments to the EHS Plan/Plan of work execution which SIEMENS ENERGY may carry out when deemed necessary. The Supplier shall ensure that its direct or indirect Sub-suppliers, with which the Supplier contracted works, commit to conduct in compliance with the EHS Plan/Plan of work execution and its amendments.
- 21.12. In addition to all other rights, SIEMENS ENERGY may, in the event the Supplier violates legal and/or contractual provisions regarding health and safety or regularly performs works failing to comply with those provisions, including the provisions of this Section and the provisions of the EHS plan/Plan of work execution, terminate this contract after the Supplier fails to correct the identified violations within a reasonable time-frame or prohibit access to Supplier's employees who frequently violate the rules, or suspend work until the non-compliance is remedied. In that case, SIEMENS ENERGY shall have no liability to the Supplier or any other third party nor any other consequences regarding the termination of this contract.
- 21.13. SIEMENS ENERGY is granted with the right of direct monetary remuneration by the Supplier, on the basis of an invoice due for payment within 7 days, in the amount determined by SIEMENS ENERGY at its sole discretion for each case of breach of the statutory or contractual health and safety provisions by the Supplier. The Supplier waives its right to contest such invoice issued by SIEMENS ENERGY. In the event of such breach, SIEMENS ENERGY is authorized to terminate the Contract and take any other measures, at its sole discretion. This right does not in any way affect SIEMENS ENERGY ' right to compensation for damages or any other right deriving from the Supplier's behaviour contrary to the statutory or contractual health and safety provisions.

Siemens Energy Code of Conduct

for Suppliers and Third Party Intermediaries

This Code of Conduct defines the basic requirements placed on the suppliers and third party intermediaries of Siemens Energy concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third party intermediary declares herewith to:

Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.

Human Rights and Labor Practices

To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children or migrant workers, or of (indigenous) communities.

- Prohibition of Forced Labor
 - Neither use nor contribute to slavery, servitude, forced or compulsory labor and human trafficking.
- Prohibition of Child Labor
 - Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
 - Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.
- Non-Discrimination and Respect for Employees
 - Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, gender, sexual identity and orientation, marital status, religious conviction, or age.
 - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.
- Working Hours, Wages & Benefits for Employees
 - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
 - Adhere to all applicable working-hours regulations globally.
 - Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
 - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.
- Health & Safety of Employees
 - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
 - Provide training to ensure employees are educated in health & safety issues.
 - Establish a reasonable occupational health & safety management system¹.
- Grievance Mechanism
 - Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.

Environmental Protection

- Act in accordance with the applicable statutory and international standards regarding the environment. Minimize environmental pollution and make continuous improvements in environmental protection.
- Establish a reasonable environmental management system¹.

Fair Operating Practices

- Anti-Corruption and Bribery
 - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.
- Fair Competition, Anti-Trust Laws and Intellectual Property Rights
 - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
 - Respect the intellectual property rights of others.
- Conflicts of Interest
 - Avoid and/or disclose internally and to Siemens Energy all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
- Anti-Money Laundering, Terrorism Financing
 - Not directly or indirectly facilitate money laundering or terrorism financing.
- Data Privacy
 - Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.
- Export Control and Customs
 - Comply with the applicable export control and customs regulations.

Responsible Minerals Sourcing

- Take reasonable efforts to avoid in its products the use of raw materials which originate from conflict-affected and high-risk areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

Supply Chain

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

¹ www.siemens-energy.com/code-of-conduct/managementsystems