

GENERAL CONDITIONS OF PURCHASE OF THE SIEMENS GROUP IN AUSTRIA

Issued October 2007

1. Scope of Application

These General Conditions of Purchase are applicable to any and all orders (deliveries and services) of Siemens Aktiengesellschaft Österreich and its affiliated companies (hereinafter referred to as 'Purchaser' or 'SIEMENS').

2. Purchase Order

2.1. With acceptance of an order by Supplier ('Order') the general conditions of purchase set forth herein shall become an integral part of the contract. Only written and duly signed Orders shall be valid. Orders may also be placed via Electronic Data Interchange (EDI) provided that this was previously agreed upon in writing by and between SIEMENS and the Supplier. Any and all modifications or amendments made to the Order as well as any verbal agreements shall only be binding if SIEMENS has confirmed them in writing.

2.2. The Supplier shall be entitled to transfer Orders in whole or in part (subcontracting) subject to SIEMENS' prior express consent thereto.

3. Purchase Order Confirmation, Supplier's General Conditions of Business

3.1. Acceptance of an Order must be immediately confirmed to SIEMENS. An Order may also be confirmed via Electronic Data Interchange (EDI) provided that this was previously agreed upon in writing by and between SIEMENS and the Supplier. SIEMENS reserves the right to cancel the placed Order without any costs arising to SIEMENS thereof if the Supplier fails to make available to SIEMENS a proper order confirmation within a reasonable time period, however, no later than two weeks after the date of Order. Any such cancellation shall be deemed timely if it was sent to the Supplier prior to SIEMENS' receipt of the Supplier's order confirmation.

3.2. In the event that the terms of the order confirmation vary from the terms of the Order, any such variation has to be clearly stated and represented in the order confirmation in each case. SIEMENS shall only be bound thereby if SIEMENS expressly agrees to such variation in writing. An unconditional acceptance of the goods delivered by the Supplier shall not represent an acceptance of any such variation on the part of SIEMENS.

3.3. Unless accepted in writing, the Supplier's general terms and conditions shall not become binding upon SIEMENS. A reference made by SIEMENS to the Supplier's offer in its Order shall not imply or in any other way constitute an agreement to the Supplier's terms and conditions of business.

3.4. Any and all terms and conditions of business of the Supplier or of any of its subcontractors that are made available in writing or electronically within the delivery of software products shall not, in absence of an acceptance in writing thereof by SIEMENS, be binding upon SIEMENS. This holds true in particular in the event if SIEMENS or any third parties attributable to SIEMENS (e.g. employees, consultants, customers) set a conduct that pursuant to those terms constitutes a basis for the conclusion of a contract, or if software license cards or software registration cards are returned to the Supplier.

4. Delivery Date, Consequences of Delay

4.1. Unless expressly agreed otherwise, the period of delivery / performance shall commence with the day the Order was placed by SIEMENS. Unless any such period was expressly specified in the Order, the Supplier shall deliver products / render services immediately. For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of receipt designated by SIEMENS ('Place of Designation'). For deliveries involving erection or installation services, the relevant point in time shall be the date of acceptance. Where any delay in delivery or performance can be foreseen, SIEMENS shall be notified immediately and its decision sought. If this is the case, the period of delivery shall be extended only if such extension was expressly accepted by SIEMENS in writing.

4.2. In the event of a delay, SIEMENS may charge liquidated damages in respect of each commenced working day of delay reflecting 0.5% but not exceeding a total of 10% of the total Order value to be paid by the Supplier without SIEMENS bearing the burden of proof of any damage actually incurred by SIEMENS and regardless of fault or negligence on the part of the Supplier. SIEMENS reserves the right to claim damages in addition to the payment of the liquidated damages to be effected by the Supplier. In the event of a delay, SIEMENS shall be entitled to withdraw from the contract after a reasonable period of grace granted to the Supplier has elapsed. This shall also apply if SIEMENS already once has accepted a delayed partial delivery without any reservation. In the case of a transaction for delivery by a fixed date, SIEMENS shall not be obliged to grant any additional period of grace.

4.3. If failure on the part of the Supplier to fulfill its obligations to deliver products and perform services in a timely and orderly fashion is foreseeable during the period of delivery / performance, the Purchaser shall be entitled to initiate any and all measures that are necessary to prevent an imminent delay in delivery / performance and the Supplier shall bear the costs and risks related thereto.

4.4. In the case of early delivery SIEMENS reserves the right to charge any and all additional costs arising from such delivery (including but not limited to warehouse and insurance charges) to the Supplier as well as to effect payment for deliveries and services in accordance with the provisions set forth for delivery and payment in the contract. Until the agreed date/time of delivery, SIEMENS' liability shall be limited to damages within its responsibility as a custodian, only.

4.5. Should insolvency proceedings be commenced in relation to the assets of the Supplier or in the case of change of ownership, SIEMENS may terminate the contract in parts or in whole without prejudice to procedural consequences. The Supplier is obliged to inform SIEMENS about any such circumstances without any delay.

5. Dispatch, Place of Performance and Transfer of Risk

- 5.1. For deliveries involving erection, installation or services, the transfer of risk occurs on acceptance and for deliveries not involving erection or installation the transfer of risk shall be upon receipt by SIEMENS at the designated place of receipt. The Incoterm-clause "DDP" at 'Place of Designation' applies, but within delivery to construction sites or to any third parties' places of receipt, the Supplier shall bear the costs and risk of unloading the supplies.
- 5.2. Partial as well as under- and overdeliveries shall only be possible with prior written approval by SIEMENS. The delivery of supplies to the agreed delivery address shall be carried out at the times agreed for the receipt of supplies in the order by and between the parties.
- 5.3. Any and all provisions stated by SIEMENS governing the method of transportation, choice of carrier and any further methods of delivery shall have to be complied with in all circumstances. Transport shall in each case be at the lowest possible cost, insofar as SIEMENS has not requested a particular method of transportation. Any claims for damage incurred or supplementary costs arising from non-conformity with the transport requirements specified by SIEMENS shall be borne by the Supplier. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier. In the event that agreed payment instruments (e.g. letter of credit) turn out to be missing or prove to be incomplete, as well as shipping documents fail to show complete order details to be reported back to SIEMENS, SIEMENS reserves the right to refuse acceptance at the Supplier's cost and risk.
- 5.4. Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. Any and all information detailing export control regulations / customs regulations / intra-community trade regulations shall be itemized in the order confirmation, delivery note and invoice, respectively. In any case, the export list number (according to EC Dual Use Regulation or national export control regulations in their currently applicable version), ECCN (in accordance with US Export Administration Regulations – EAR, in their currently applicable version), the net weight, statistical number, country of origin, preferential country of origin documented upon delivery (within the EU: Supplier's declaration for products having preferential origin status, outside the EU: movement certificate EUR1 or invoice declaration) shall become prerequisite. Should the supplies be exempt from any export control regulations or should there be no preferential origin, the Supplier shall have to clearly state any such lack of provisions.
- 5.5. Direct deliveries to SIEMENS' customers shall be made with neutral packaging and shipping documents in the name and on behalf of SIEMENS, if and where applicable. The Supplier shall provide SIEMENS with a copy of these delivery notes.
- 5.6. The Supplier shall not be entitled to retain a title to any of the goods delivered to SIEMENS. An retention of title thereto on the part of the Supplier shall become ineffective.
- 5.7. Where the price is quoted without packaging, packaging shall be billed at cost price and invoiced separately. Unless otherwise agreed by the parties, the full value of reusable packaging material that SIEMENS returns to the Supplier shall be reimbursed by the Supplier. The Supplier shall be liable to claims arising from damage caused by improper packaging. When delivering dangerous goods, the Supplier shall have to comply with any and all existing legal rules and regulations and, in particular, provisions pertinent to the type and labeling of packaging as well as to the means of transport to be used.
- 6. Suspension, Cancellation**
- 6.1. SIEMENS reserves the right to order the Supplier to suspend its activities pertinent to the fulfilment of the contract at any time. In the event that the suspension exceeds the duration of three months, the Supplier shall have to provide SIEMENS with the calculation of costs resulting from such suspension, costs for which shall be credited to the Supplier by SIEMENS. However, SIEMENS shall not be liable for any loss of profit vis-à-vis the Supplier. The Supplier is entitled to claim compensation for such proven costs, only. The Supplier shall not be entitled to claim compensation for any costs arising from a suspension of less than three months or more than three months during the first three months.
- 6.2. SIEMENS reserves the right to withdraw from the contract in 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 for those services that can be proved to have been performed up until the date of withdrawal. Compensation for loss of profit shall be excluded in such a case. Any and all benefits derived on the part of the Supplier or any benefits that the Supplier might derive from such withdrawal shall be reflected in the compensation. Upon receipt of the notice of withdrawal, the Supplier shall have to endeavor to minimize costs.
- 7. Invoices, set-off of payments**
- 7.1. Invoices shall indicate any and all order details and shall be submitted to SIEMENS in duplicate immediately after the delivery of goods and completion of service performance. Copies of invoices shall be marked as duplicates. Invoices shall have to be worded and structured in such a way as to facilitate both the comparison with the Order and invoice checking. The order number as well as the number of each individual item shall be detailed in invoices. Time records confirmed by SIEMENS shall have to be enclosed to invoices itemizing services and installation works. Invoices itemizing goods that are subject to export limitation shall have to fulfill any and all labeling requirements for all necessary licenses.
- 7.2. SIEMENS reserves the right to return any and all invoices unprocessed which fail to comply with its stipulations, in particular, stipulations governing order specifications or VAT regulations. In such a case, invoices are considered as not yet made out.
- 7.3. The Supplier shall not be entitled to set off any claims against the claims stated by SIEMENS vis-à-vis the Supplier.
- 8. Terms of payment**
- 8.1. The period of payment shall commence as soon as any delivery or service is completed and duly accepted by SIEMENS as well as a correctly issued invoice is received. Insofar as the Supplier is required to provide material

testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery of performance.

- 8.2. Unless otherwise agreed, payments are to be made within 30 days and a deduction of 3% discount or within 90 days net at SIEMENS' discretion. SIEMENS shall be entitled to withhold payment until the complete rectification of any deficiency. For the duration of the warranty period, SIEMENS shall be entitled to withhold free of any interest charge up to 10% of the Order value as a security for warranty claims. Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the contract. Nor does it constitute any waiver of any rights on the part of SIEMENS. Payment shall be deemed to have been duly effected upon remittance of the order with SIEMENS' bank by the due date of payment. The Supplier shall accept to cover any and all bank charges made by the receiving bank.
- 8.3. SIEMENS shall have the right to set off its claims or those of its affiliated companies against the Supplier's claims.

9. Acceptance, Notice of Defects, Liability for defects, Product Liability, Intellectual Property Rights, Quality Assurance

- 9.1. The mere receipt or temporary use of deliveries and services or payments made thereof shall not constitute an acceptance or any waiver of rights by SIEMENS. Acknowledgement receipts issued by SIEMENS within goods receipt shall not be deemed a declaration by SIEMENS of a final acceptance of delivered goods.
- 9.2. Acceptance as well as the inspection of deliveries for completeness and any external recognizable deficiencies shall be effected within a reasonable time period after goods receipt. If within random checks parts of the delivery fail to comply with SIEMENS' requirements or customary industry standards, SIEMENS may reject the delivery as a whole. Should SIEMENS discover any deficiency in the course of these inspections, SIEMENS shall inform the Supplier of such deficiency as soon as possible. However, in this regard SIEMENS has no obligations to give notice of defects pursuant to the provisions of §377 of the Austrian Commercial Code (Unternehmensgesetzbuch, UGB).
- 9.3. The Supplier warrants the usage of the best, appropriate and virgin materials, expert processing in compliance with underlying technical drawings, expedient construction and flawless installation thereof. The warranty period for supplies and services shall be two years. The warranty period for services that form an integral part of buildings and/or land property shall be three years. After rectification of deficiencies claimed by SIEMENS, the warranty period commences to run once again for the delivery or service part that has been replaced or repaired. The warranty period begins to run with the erection or installation for deliveries and with acceptance for services, with the delivery to the place of designation for deliveries that do not require any erection or installation and with recognition for latent defects. Upon delivery to locations where SIEMENS is operating outside its premises by using the goods delivered by the Supplier, the warranty period begins to run with the acceptance by the end customer of services to be rendered by SIEMENS. To secure this period, it shall be sufficient for SIEMENS to notify the Supplier in writing.
- 9.4. In the case of engineering-, consultant-, software- and documentation services as well as in the case of manpower delegated by the Supplier, Supplier shall assume for a period of two years after the performance of services unrestricted warranty for the correctness and completeness of any and all verbal and/or written specifications and instructions.
- 9.5. SIEMENS shall be entitled to claim recourse against the Supplier pursuant to §933 b of the Austrian Civil Code (ABGB) irrespective of whether or not the end customer is a merchant. The Supplier shall waive any right of objection in the event of a belated assertion by SIEMENS of its right of recourse pursuant to §933 b, section 2 of the Austrian Civil Code.
- 9.6. Any suppliers subcontracted by the Supplier shall be considered as 'vicarious agents' of the Supplier.
- 9.7. If deficiencies are identified within the above specified warranty periods, the Supplier shall be obliged at its own expenses and at SIEMENS' discretion to either repair the deficiency at the place of designation immediately and without any costs arising for SIEMENS thereof or provide re-performance of services or replacement of deliveries (rectification) within a reasonable time period. In any case, SIEMENS shall be entitled to claim any and all costs incurred by SIEMENS for any and all work necessitated within rectification, such as, e.g. costs arising for assembly and disassembly, etc. The Supplier shall reimburse SIEMENS for any inspection and testing costs if defects have been identified thereby. In case of imminent danger in delay, e.g. to avoid any liability of its own for delay, or if the Supplier fails to rectify (i.e. repair or replacement) any deficiency within a reasonable time period set by SIEMENS, or if it is not reasonable for SIEMENS to request the Supplier to rectify the deficiency, SIEMENS shall be entitled to undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done without any further notice or a further deadline and notwithstanding any of its rights to claim damages vis à vis the Supplier. SIEMENS shall be fully compensated for such repairs, even if such expenses are higher than the charges claimed by the Supplier for repairs carried out by the Supplier itself.
- 9.8. The Supplier shall indemnify SIEMENS for any patent, copyright, registered design or trademark dispute arising from the deliveries and services and shall warrant to SIEMENS the right of unrestricted use of the delivered goods and services. Notwithstanding any other obligations, the Supplier shall indemnify and hold SIEMENS harmless for any and all product liability claims raised against SIEMENS by any third party as a result of deficiencies in products and services delivered by the Supplier. In any case, the Supplier is obliged to reimburse SIEMENS any and all costs arising out of the defense against a claim or resulting from any obligation to pay compensation on the part of SIEMENS. The Supplier shall be obliged to provide SIEMENS with ample proof that the Supplier 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 upon SIEMENS' request with the names of the respective manufacturers, importers, suppliers or subcontractors immediately, however, no later than two weeks after delivery. Furthermore, the Supplier shall have to provide assistance in cases of legal dispute, and upon SIEMENS' request, immediately provide SIEMENS with any and all evidence that may be useful for the defense against product liability claims. In particular, the Supplier shall provide SIEMENS with any

and all necessary documentation pertaining to production and delivery series as well as production and delivery schedules.

- 9.10. Any and all installations made and goods delivered by the Supplier shall have to be equipped with predefined safety features and shall have to be executed in compliance with applicable safety provisions (for installation and parts thereof in compliance with safety provisions applicable at the location of implementation). In any case, state-of-the-art technical standards and regulations must be complied with. In particular, respective EU directives, the Austrian Electro-Technical Act and any and all provisions based thereon in their currently applicable version as well as ÖVE or VDE regulations in their currently applicable version, technical regulations contained in ÖNORMS, DIN norms, European norms (EN) and similar technical norms shall have to be complied with. The Supplier shall have to ensure that any and all installations, systems or products delivered to SIEMENS feature respective EC conformity marks according to relevant Austrian and EC legislation. Upon delivery, the Supplier shall have to provide SIEMENS with EC declarations of conformity along with technical descriptions as well as accurate erection and installation instructions, if and where applicable. In addition, the Supplier shall duly inform SIEMENS about changes in materials, manufacturing procedures, subcontracted parts and EC declarations of conformity in a timely fashion. Furthermore, and if the Supplier is to deliver equipment or other devices that are designed to be assembled by SIEMENS or any other third party, the Supplier shall have to – to the usual extent and as is necessary for SIEMENS – supply any and all documentation including but not limited to assembly schedules, data sheets, installation instructions, mounting guidelines, processing instructions, maintenance instructions, spare and consumable parts lists, etc. to SIEMENS. Labels shall have to be attached in German and – upon SIEMENS' request – in other languages, as well. The Supplier shall have to make available operating instructions twofold in German and - upon SIEMENS' request - also in other languages.
- 9.11. Should the need arise, SIEMENS reserves the right to demand proof of and insight into the quality control system and the documentation of the quality tests executed by the Supplier, and carry out an auditing on the Supplier's premises at any time. The Supplier will compensate SIEMENS for the costs of the audit in cases where the audit produces evidence that the quality control system is deficient or documentation of quality tests is insufficient.

10. Material provided by SIEMENS

- 10.1. Material provided by SIEMENS remains SIEMENS' property and is to be stored, labelled and administered separately free of charge. Acceptance of material provided by SIEMENS is subject to confirmation upon request by SIEMENS. Use of material is limited to SIEMENS' orders, only. The Supplier shall supply replacements in the event of reduction of value or loss. Any and all claims on the part of the Supplier for damages due to a delay in the provisioning of such material as well as the Supplier's right of retention shall be excluded.

11. Specific Conditions for Hardware and Software

- 11.1. Unless otherwise agreed in the Order, hardware and software shall constitute one entity.
- 11.2. If the Supplier is to deliver software that has not been developed individually for SIEMENS, the Supplier shall grant SIEMENS the transferable and non-exclusive right of use of such software. This right of use shall not be limited in time 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, the Supplier shall grant SIEMENS the transferable and unlimited right to use the work for all types of use. Unless otherwise agreed, for software that needs to be disclosed in source code form the source code of the software shall also be delivered in the latest version. It shall be upon the Supplier to ensure the installation of the thus delivered software. Following implementation, the Supplier shall provide a data carrier which can be disclosed on SIEMENS' system both in source code and object code form together with pertinent documentation (scope and structure of the data carrier, program and data flowcharts, test procedures, test programs, error correction, etc.). Apart from this documentation, the Supplier shall provide SIEMENS with comprehensive written user documentation in German language and/or in any language designated by SIEMENS and in a sufficient quantity.
- 11.3. Software individually developed for SIEMENS shall be considered as accepted if the software has operated satisfactorily and without any error messages according to the agreed specification in a royalty-free trial operation for at least four weeks. In cases of doubt, the mentioned period shall commence with the commercial use of the software by SIEMENS or by SIEMENS' end customer, whichever comes last.
- 11.4. The Supplier shall be obliged to provide SIEMENS with existing fault corrections ('Updates') free of charge within the warranty period. Furthermore, the Supplier shall offer SIEMENS maintenance of the delivered software for at least five years from the date of acceptance at market competitive prices. Within the warranty period any and all fees and payments relating to maintenance and services for the delivered software shall be reasonably reduced.

12. Drawings, Tools, Auxiliary Devices, Authorizations

- 12.1. Drawings and technical calculations shall be made available by the Supplier free of charge, if and where needed. Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by SIEMENS, as well as any materials derived there from, shall remain SIEMENS' property and shall not be made available to any third party nor be used for any other purposes than those contractually agreed except with the prior written consent of SIEMENS. Tools, patterns, etc., that have been produced at SIEMENS' expense, shall become its property upon payment.
- 12.2. Any and all such tools and pertinent auxiliary devices shall be adequately indicated to be SIEMENS' property and shall be protected against unauthorized 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 may demand that such materials be returned if the Supplier breaches above mentioned duties. Any right of retention on the part of the Supplier shall be excluded.
- 12.3. The Supplier expressly agrees to seek to obtain any and all industrial authorizations as well as any other authorizations that might become necessary to ensure the performance of services as agreed in the contract and shall upon SIEMENS' request make available to SIEMENS the respective documents. Insofar as for the fulfillment of the deliveries and services specific approvals by public authorities and/or permissions and/or

acceptance works are needed, such approvals, permissions and acceptances shall have to be obtained without compensation by the Supplier in a timely manner.

13. Place of Performance, Applicable Law, Place of Jurisdiction, Severability, Reservation Clause

- 13.1. The place of performance for deliveries or services shall be the Place of Designation stated in the Order. For payments, the place of performance shall be the Purchaser's seat.
- 13.2. Austrian substantive law shall apply with the exception of such legal provisions that make reference to the law of other countries. Under any circumstances, the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
- 13.3. Any disputes arising under the contract, including litigation over the existence or non-existence thereof, shall fall within the exclusive jurisdiction of the Commercial Court in Vienna.
- 13.4. However, SIEMENS shall also be entitled to bring action against the Supplier before any other court as e.g. Supplier's place of general jurisdiction. In any case, the Supplier shall reimburse SIEMENS for any costs arising from the legal proceedings, in particular for attorneys' fees incurred by SIEMENS as well as for any pre-trial expenses.
- 13.5. Should individual provisions be legally void or unfeasible, the validity of the remaining contract shall not be affected thereby.
- 13.6. SIEMENS' obligation to fulfill this contract is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national or international foreign trade and customs requirements or any embargos or any other sanctions.

14. Confidentiality, Data Protection

- 14.1. The Supplier undertakes to keep any and all information pertinent to SIEMENS or the subject matter of the contract which he has rightfully obtained in connection with the Order confidential, unless this information has become known to the Supplier or the general public in another legitimate manner. Furthermore, the Supplier shall keep confidential any and all results or partial results obtained by the Supplier within execution of the Order and shall use them exclusively for the performance of the present Order. In the event that the Supplier needs to disclose any such confidential information to any third party for the performance of the present Order, he may only do so after any such third party has contractually committed itself to at least the same degree of confidentiality.
- 14.2. This shall also apply to personal data, information according to §38 Banking Act (BankwesenG) or §48a Stock Exchange Act (BörseG) pertinent to SIEMENS and any third party that the Supplier has obtained within the execution of the present Order. In particular, the Supplier shall have to protect any such information from access by any third party, ensure compliance with §15 Data Protection Act (Datenschutzgesetz, DSG) and commit its employees dealing with contractually relevant tasks to the same level of confidentiality.
- 14.3. In principle, the Supplier's data (company data, address, telephone number, facsimile number, as well as any other information required for correspondence purposes with state-of-the art telecommunications tools, locations, contact persons, ordered goods, and delivery quantity) concerning respective business transactions shall be automatically processed for the execution of the contract, in particular, for administration and calculation purposes. For technical purposes, it may be necessary to store any such data on servers of an affiliate within the SIEMENS group.
- 14.4. The Supplier shall give its express consent that the data obtained from each business transaction and gathered according to 14.3 may be processed to other affiliated companies listed in the currently available business report of SIEMENS AKTIENGESELLSCHAFT ÖSTERREICH, which can be obtained at www.siemens.com, especially to Siemens AG, Berlin and Munich, for information purposes (e.g. purchase pooling) and within the scope of the Siemens Group's reporting duties for statistical purposes and risk management purposes and that these companies as well as SIEMENS may send the Supplier information on product services in writing or by e-mail or in a different way (e.g. by phone). SIEMENS may revoke any such consent at any time in writing or by e-mail.

15. Information, Declaration of Materials, RoHS, Disposal, Packing

- 15.1. Notwithstanding any legal information duties, the Supplier shall provide SIEMENS with any and all necessary and useful information pertinent to the goods to be delivered/services to be rendered, in particular, information specifying the proper storage as well as Safety Data Sheets in accordance with Regulations 91/155/EEC, 93/112/EC and 99/45/EC. In addition, the Supplier shall raise SIEMENS' attention to the possibility of dangerous waste or oil residues arising from the goods delivered by the Supplier and shall, in particular, advise SIEMENS, on any and all possibilities of waste disposal. Upon request by SIEMENS, the Supplier shall take back free of charge any waste resulting from the intended use of the delivered goods or similar products defined as such in the applicable Austrian Waste Disposal Act (Abfallwirtschaftsgesetz). However, such obligations shall be limited to the amount delivered to SIEMENS by the Supplier. Should the Supplier refuse or should the Supplier be incapacitated to accept such waste, SIEMENS shall be entitled to dispose of that waste at the Supplier's expense.
- 15.2. The Supplier warrants that any and all deliveries carried out in accordance with 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 (Directive 2002/95/EC) at the time of delivery. In the event that deliveries fail to comply with this EC-Directive and/or the relevant limits, the Supplier shall – without prejudice to possible warranty claims by SIEMENS – indemnify and hold SIEMENS harmless from any damages claimed in the wake of any such non-compliance.
- 15.3. Any and all transport-, sales-, and service packing of domestic supplies to SIEMENS shall have to be disposed of by the Supplier exclusively through Altstoff Recycling Austria AG ("ARA AG"). The Supplier shall have to indemnify SIEMENS against any and all claims and any and all costs arising from a lack of disposal or from a waste disposal by a collecting and disposing system other than that of ARA AG.

16. Legal Succession

- 16.1. SIEMENS is entitled to assign its rights and obligations arising from the contract with the Supplier to affiliates within the SIEMENS group. The Supplier has no right to cancel the contract for reasons of such assignment.

17. Prevention of Bribery

- 17.1. The Supplier shall notify SIEMENS – at the latest upon submission of the Supplier's offer to SIEMENS if the Supplier or members of its top management or board of directors had been validly sentenced by a national court for bribery of a public officer within a period of five years prior to the submission of the Supplier's offer to SIEMENS and without undue delay if the Supplier or members of its top management or board of directors are charged with bribery of a public officer at a national court at any time between submission of the Supplier's offer to SIEMENS and acceptance of the supplies/services of the Supplier pursuant to Article 9.2. Such notification shall serve for the purpose of compliance with the requirements in connection with the OECD-Guideline for the Prevention of Bribery.

18. Code of Conduct for SIEMENS' Suppliers

- 18.1. The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, neither directly, nor indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers.
- 18.2. In addition to any other rights and remedies SIEMENS may have, SIEMENS may terminate the contract and/or any purchase order issued thereunder in case of breach of these obligations by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, SIEMENS' right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by SIEMENS.