

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**OF**  
**SIEMENS AKTIENGESELLSCHAFT ÖSTERREICH / Austria**  
**Sector Industry, Division Mobility**

October 2009

**1. Scope**

1.1. These General Terms and Conditions of Purchase apply to all orders (supplies and services) of Siemens Aktiengesellschaft Österreich/Austria, Sector Industry, Division Mobility (hereinafter referred to as 'Buyer' or 'SIEMENS').

**2. Purchase Order**

2.1. These General Terms and Conditions of Purchase become part of the contract upon acceptance of an order by the Seller. Orders must be in writing and duly signed to be deemed as valid. The Buyer may also place orders via Electronic Data Interchange (EDI) provided this has been expressly agreed between SIEMENS and the Seller before. Amendments or additions to an order and oral agreements are only valid if confirmed in writing by SIEMENS (Buyer).

2.2. The Seller may use subcontractors to perform all or part of its duties under an order provided it has obtained SIEMENS' express prior approval.

**3. Confirmation of order, Seller's General Terms and Conditions**

3.1. The acceptance of a purchase order must be immediately confirmed to SIEMENS. A purchase order may also be confirmed via Electronic Data Interchange (EDI) provided this has been expressly agreed in writing between SIEMENS and the Seller in advance. SIEMENS reserves the right to cancel an order at no cost to SIEMENS unless it has received from the Seller a proper order confirmation within a reasonable period, no later however than two weeks after the date of the order. Such cancellation shall be deemed to be on time if it is sent to the Seller before SIEMENS receives the purchase order confirmation.

3.2. If the purchase order confirmation deviates from the order, the Seller shall clearly state any such deviation in the purchase order confirmation. SIEMENS shall only be bound by such deviation if SIEMENS has expressly accepted it in writing. An unconditional acceptance by SIEMENS of the goods delivered by the Seller shall not be considered as acceptance of any such deviation.

3.3. Unless accepted in writing by SIEMENS, the Seller's general terms and conditions shall not become binding upon SIEMENS. Any reference in the order to the Seller's quotation documents by SIEMENS does not imply acceptance of the Seller's terms and conditions.

3.4. Unless expressly accepted by SIEMENS in writing, any terms and conditions of the Seller 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, particularly if SIEMENS or any third parties attributable to SIEMENS (e.g. employees, consultants, customers of SIEMENS) 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 Seller.

**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 by SIEMENS. If no such period has been agreed, the Seller shall deliver goods and services without delay. For the timeliness of deliveries, the relevant point in time shall be the date of receipt at the place of destination specified by SIEMENS. For the timeliness of deliveries involving erection or installation, the relevant point in time shall be the date of acceptance. When foreseeable delays in delivery occur, SIEMENS shall be notified immediately and its decision obtained. In such case, the period of delivery or performance shall be extended only if SIEMENS has explicitly recognised such extension in writing.

4.2. SIEMENS is entitled to charge a penalty of 0.5%, however, not more than 10% of the overall contract value beginning with each calendar day of delay in delivery. Such penalty shall be charged to the Seller irrespective of the Seller's fault and any proof of damage. SIEMENS

reserves the right to claim damages exceeding the amount of the penalty. In the event of a delay, SIEMENS is entitled to withdraw from the contract after expiry of a reasonable additional time-limit for delivery granted to the Seller. This shall apply even if SIEMENS has accepted delayed partial deliveries without reservation in the past. In the case of a time-sensitive contract, SIEMENS shall not be obliged to grant an additional time-limit for delivery.

- 4.3. When it can be foreseen that the Seller will fail to properly deliver or perform by the agreed date, the Buyer shall be entitled to take all measures necessary to prevent an imminent delay in delivery / performance at the Seller's cost and risk.
- 4.4. In the case of early delivery, SIEMENS reserves the right to charge the Seller 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 shall only bear the responsibility of a depositary.
- 4.5. SIEMENS is entitled to rescind the contract as a whole or in part, without prejudice to procedural consequences, if insolvency proceedings are initiated against the Seller or if the Seller's ownership structure changes. The Seller is obliged to immediately inform SIEMENS 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 at the place of destination. Delivery DDU (Delivered Duty Unpaid) in accordance with Incoterms 2000 to the place of destination is agreed upon. If delivery to construction sites or directly to third parties is agreed, the Seller shall bear the costs and risk of unloading the goods.
- 5.2. Partial as well as overdeliveries and underdeliveries shall only be permissible after obtaining SIEMENS' express written approval. Goods shall be 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.
- 5.3. All requirements by SIEMENS regarding mode of transportation, carrier and shipment rules must be strictly adhered to. Unless SIEMENS has requested 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 Seller. Additional cost arising from the need to meet the delivery date by way of expedited shipment shall be borne by the Seller. Should agreed payment instruments (e.g. letter of credit) and shipping documents, in particular purchase order data, be missing or incomplete, SIEMENS shall be entitled to refuse acceptance at the Seller's cost and risk.
- 5.4. When providing goods and services, the Seller shall comply with all requirements of export, customs and foreign trade legislation ("FOREIGN TRADE REGULATIONS") and obtain the required export authorizations, unless not the Seller, but rather SIEMENS or a third party is obliged to apply for the export authorizations under applicable FOREIGN TRADE REGULATIONS.
- 5.5. The Seller shall forward to SIEMENS in writing all information and data (for each item on the purchase order confirmation, delivery note and invoice) required by SIEMENS 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, however, without exception, before the Delivery Date, including for each commodity/service the following "EXPORT CONTROL AND FOREIGN TRADE DATA".
  - 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: preferential origin declarations by the Seller (in the case of European Sellers) or other preferential certificates (in the case of non-European Sellers)

- 5.6. In the case of changes in the origin or features of the goods or services or the applicable Foreign Trade Regulations, the Seller 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 Seller shall be liable for any expenses and/or damage incurred by SIEMENS due to the lack or incorrectness of EXPORT CONTROL AND FOREIGN TRADE DATA.
- 5.7. Direct supplies to SIEMENS' customers shall be made in neutral packaging and with shipping documents in the name and on behalf of SIEMENS, where necessary. The Seller shall provide SIEMENS with a copy of these delivery notes.
- 5.8. Retention of title, irrespective of its nature, by the Seller 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 to the Seller for reuse shall be reimbursed by the Seller. The Seller shall be held liable for any damage caused by improper packaging. When delivering hazardous goods, the Seller 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.

## **6. Suspension, Cancellation**

- 6.1. SIEMENS reserves the right to order the Seller to suspend the performance of the contract at any time. If the performance of the contract is suspended for more than three months, the Seller must prove to SIEMENS in detail that it has incurred costs resulting from such suspension. However, SIEMENS shall not be liable to the Seller for any loss of profits. The Seller may claim compensation only for such proven costs. The Seller 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 reserves the right to withdraw from the contract, as a whole or in part, irrespective of any fault on the part of the Seller. In such case, the Seller shall only be entitled to charge SIEMENS for the services proved to have been performed until the date of withdrawal.

## **7. Invoicing, set-off**

- 7.1 Invoices must indicate all purchase order details and be submitted to SIEMENS immediately after delivery of goods or completion of services. Duplicate 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. Invoices relating to goods requiring export authorisations must fulfill all marking requirements.
- 7.2 SIEMENS 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 case, invoices shall be considered as not having been submitted.
- 7.3 The Seller is not entitled to set off claims it may have against SIEMENS against SIEMENS' against itself.

## **8. Terms of payment**

- 8.1. The period within which invoices must be paid shall commence with SIEMENS' unconditional acceptance of delivered goods or services and upon receipt of the properly issued invoice. If the Seller is obliged to provide material tests, test records or quality control documents or any other documentation, deliveries and services shall be regarded as fully performed only upon receipt of such documentation.
- 8.2. Unless otherwise agreed, payments shall be made within 30 days less a discount of 3% or within 90 days net, at SIEMENS' choice. SIEMENS is entitled to withhold payment until identified defects are remedied. For the duration of the warranty period, SIEMENS 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. Payments shall be deemed to

have been made in a timely manner upon execution of the transfer order with SIEMENS' bank by the due date of payment. The Seller shall bear bank charges incurred by the receiving bank.

8.3. SIEMENS is entitled to set off claims of its affiliated companies against the Seller'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 waiver of rights by SIEMENS. Acknowledgements of receipt issued by the goods receiving department of SIEMENS shall not constitute a final acceptance by SIEMENS of the goods delivered.

9.2. The goods shall be 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' requirements or do not have the required marketable quality, SIEMENS may reject the delivery as a whole. SIEMENS shall notify the Seller of any defects detected as soon as possible. However, SIEMENS is not obliged to notify defects pursuant to Sect. 377 of the Austrian Business Code (*Unternehmensgesetzbuch*).

9.3. The Seller warrants to the Buyer that it shall use the best, most appropriate and brand-new materials, manufacture the products adequately and in compliance with the underlying technical drawings, and that it shall provide for their proper installation. The warranty period for supplies and services by the Seller is three years. The warranty period for products and services that become a fixed part of buildings or land is also three years. After rectification of defects notified by SIEMENS, 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 uses the Seller'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 by SIEMENS' customer. This time-limit shall be deemed to have been observed if SIEMENS has asserted warranty claims against the Seller within the aforesaid periods in writing.

9.4. If engineering, advisory, software or documentation services or staff are provided by the Seller, the Seller shall fully guarantee the correctness and completeness of its written and verbal information and instructions for a period of two years after their provision.

9.5. SIEMENS may assert claims against the Seller pursuant to Sect. 933b ABGB (Austrian Civil Code), irrespective of whether the final customer is a consumer or an entrepreneur. The Seller waives the right to object to SIEMENS' failure to assert warranty claims in a timely manner pursuant to Sect. 933b, para. 2 ABGB by SIEMENS.

9.6. The Seller's upstream suppliers shall be regarded as its agents.

9.7. SIEMENS may require the Seller either to immediately remedy defects identified within the above specified warranty periods at the Seller's expense at the place of destination or to provide defect-free goods or services within the set deadline. SIEMENS is entitled to claim all costs incurred in connection with the rectification of defects, e.g. installation and removal costs. The Seller shall reimburse SIEMENS 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 Seller fails to rectify defects within a reasonable time, SIEMENS shall be entitled to acquire defect-free products from third parties, without prior notification and without prejudice to its warranty claims against the Seller or to repair or have defective goods repaired at the Seller's expense. The Seller shall fully reimburse SIEMENS for the cost of such repairs, even if it exceeds the cost of repair by the Seller.

9.8. The Seller shall indemnify and hold SIEMENS harmless against disputes arising from any patent, copyright, trade mark or registered design, and guarantee SIEMENS the unrestricted use of the delivered product. Without prejudice to other obligations, the Seller shall indemnify and hold SIEMENS harmless against any product liability claims raised by third parties against SIEMENS as a result of defects in the products delivered by the Seller. The Seller undertakes to compensate SIEMENS for costs incurred in connection with a defence against any such claim

or in connection with an obligation to repair defective products. The Seller shall provide SIEMENS 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 Seller shall provide SIEMENS upon the latter's request with the names of the respective manufacturers, importers, upstream suppliers without delay, however, no later than two weeks after being requested to do so. Furthermore, the Seller shall provide SIEMENS 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 to oppose product liability claims.
- 9.10. Installations or products delivered by the Seller 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, current technology and technical rules shall be complied with. In particular, the relevant EU directives, the Austrian Electrical Engineering Act (*Elektrotechnikgesetz*) and any provisions based thereon (as amended) as well as ÖVE or VDE regulations in their currently applicable version, Austrian technical standards (ÖNORMEN), DIN standards, European standards and similar bodies of rules must be complied with. Installations, systems or products delivered by the Seller must bear the CE markings required under the relevant EC directives and Austrian legislation. Upon delivery, the Seller shall provide SIEMENS with EC declarations of conformity with short technical descriptions as well as installation instructions and installation requirements, if required. In addition, the Seller shall inform SIEMENS 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 or a third party, the Seller shall provide SIEMENS, to the extent necessary, with all documentation required by SIEMENS, 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 German and – upon SIEMENS' request – in other languages as well. The operating requirements and instructions must be drawn up in duplicate in German and - upon SIEMENS' request - also in other languages.
- 9.11. SIEMENS reserves the right to demand proof of the Seller's quality control system and the Seller's documentation of the quality tests executed, and to carry out audits on the Seller's premises at any time. The Seller shall compensate SIEMENS 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.

## **10. Material provided by SIEMENS**

- 10.1. Material provided by SIEMENS remains SIEMENS' property and is to be stored, labelled and managed separately free of charge. Upon SIEMENS' request, the Seller shall confirm the receipt of material provided by SIEMENS. The Seller may use such material only to execute orders from SIEMENS. The Seller shall compensate SIEMENS 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 Seller shall be excluded.

## **11. Special Conditions for Hardware and Software**

- 11.1. Unless otherwise agreed in the order, hardware and software shall, without exception, constitute a single product.
- 11.2. If the Seller is to deliver software that has not been developed individually for SIEMENS, the Seller shall grant SIEMENS the transferable and non-exclusive right to use such software. 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, the Seller shall grant SIEMENS an exclusive and transferable exploitation right that is unlimited in time and also excludes the Seller 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 Seller shall install the software. Following the installation of the software, the Seller shall provide a data carrier which can be disclosed on SIEMENS' 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 Seller

shall provide SIEMENS with comprehensive written user documentation in German language and/or in any language selected by SIEMENS and in a sufficient number before acceptance.

- 11.3. Software individually developed for SIEMENS shall be accepted explicitly in the form of a written acceptance protocol if it meets the agreed requirements specifications. Any repair to be performed by the Seller shall be also included in the acceptance protocol. If SIEMENS fails to accept delivery for four weeks after notification of readiness for acceptance by the Seller, or if SIEMENS denies acceptance without justification, the software shall be deemed to have been 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 or by SIEMENS' end customer, whichever comes last.
- 11.4. The Seller undertakes to make available to SIEMENS all subsequent programme versions in which errors have been eliminated (updates) free of charge within the warranty period. The Seller furthermore undertakes to offer SIEMENS software maintenance at competitive market prices for at least five years from the date of acceptance. Within the warranty period, maintenance charges shall be reduced accordingly.

## **12. Special Provisions for Planning Activities exclusively:**

Ownership of all documents such as plans, illustrations and models shall be transferred to SIEMENS, even if the contract is terminated prematurely, and shall be handed over to SIEMENS upon SIEMENS' request. The Seller shall grant to SIEMENS the exclusive irrevocable, transferrable and sub-licensable and without further claims to remuneration, right of utilization and/or exploitation of any creations (works) resulting from this contract, excluding the right of the Seller to use such for its own purposes. Accordingly, SIEMENS is authorised to exploit and/or make use of the creations (works) through the implementation of the respective planning in its original form or with amendments, without further involvement or sanction from the Seller.

## **13. Drawings, Tools, Auxiliary Devices, Authorisations**

- 13.1. Drawings and technical calculations shall be made available by the Seller free of charge, where necessary. Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by SIEMENS, as well as any materials derived therefrom, 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, without SIEMENS' prior written authorisation. Tools, patterns, etc., that have been produced at SIEMENS' 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' 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 may demand the return of such materials if the Seller violates the duties referred to above. The Seller has no right of retention.
- 13.3. The Seller expressly states that it is in possession of all industrial authorisations as well as any other authorisations necessary to ensure the performance of the services as agreed in the contract and that it will, upon SIEMENS' request, make available to SIEMENS the respective documents. Insofar as special regulatory approvals, authorisations or inspections are required for the performance of the deliveries and services, such approvals, permissions and inspections shall be obtained by the Seller without entitlement to special remuneration in a timely manner.

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

- a. 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.
- b. Austrian law shall apply with the exception of such legal provisions that make reference to the law of other countries. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.

- c. Disputes, in particular those relating to the formation of contract or any claims arising thereunder, shall be exclusively decided by the Vienna Commercial Court. However, SIEMENS shall also be entitled to bring proceedings against the Seller before any other court, e.g. before the Seller's court of general jurisdiction.
- d. The Seller shall compensate SIEMENS for any costs necessary for bringing appropriate legal action, in particular for attorneys' fees, and for any pre-trial expenses incurred by SIEMENS.
- e. The invalidity of individual provisions shall not affect the validity of the remaining provisions of the contract.
- f. SIEMENS' obligation to fulfil this contract shall be subject to the proviso that the fulfilment is not prevented by any impediments arising out of national or international foreign trade legislation or by any embargos or any other sanctions.

#### **15. Confidentiality, Data Protection**

- a. The Seller undertakes to keep confidential information pertinent to SIEMENS 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 Seller in another lawful manner. Furthermore, the Seller shall keep confidential the results or partial results obtained by the Seller in fulfilment of the purchase order and use them exclusively for the performance of the present purchase order. In the event that the Seller 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.
- b. The same applies to personal data relating to SIEMENS or any third party, information according to Sect. 38 Banking Act (*Bankwesengesetz*) or Sect. 48a Stock Exchange Act (*Börsegesetz*) etc. that the Seller has acquired in connection with the contract with SIEMENS. The Seller shall protect such information from access by third parties, ensure compliance with Sect. 15 Data Protection Act (*Datenschutzgesetz*) and commit its employees dealing with contractually relevant tasks to the same level of confidentiality.
- c. The Seller'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 in connection with the respective business transaction shall 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 group.
- d. The Seller expressly agrees that the data obtained from each business transaction and stored according to 15.3 may be passed on to other companies affiliated to SIEMENS and listed in the currently available business report of SIEMENS AKTIENGESELLSCHAFT ÖSTERREICH, which is available at [www.siemens.com](http://www.siemens.com), in particular 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 and risk management purposes and that these companies as well as SIEMENS may send the Seller information on products or services in writing or by e-mail or otherwise contact it (e.g. by phone). Such consent may be revoked in writing or by e-mail at any time.

#### **16. Information, Declaration of Materials, RoHS, Disposal, Packaging**

- a. Notwithstanding any legal obligations of information, the Seller shall provide SIEMENS 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 Regulations 91/155/EEC, 93/112/EC and 99/45/EC. In addition, the Seller shall raise SIEMENS' attention to the possibility of hazardous waste or waste oils arising from the goods delivered by the Seller and shall, in particular, advise SIEMENS on their disposal. Upon SIEMENS' request, the Seller 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 Disposal Act (*Abfallwirtschaftsgesetz*). However, such obligations shall be limited to the amount delivered by the Seller. Should the Seller refuse or should the Seller not be able to accept such waste, SIEMENS shall be entitled to dispose of it at the Seller's expense.

- b. The Seller ensures that deliveries under the order are RoHS-compliant and therefore in conformity with the EC Directive on the **R**estriction **o**f the use of certain **H**azardous **S**ubstances 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, the Seller shall – without prejudice to any warranty claims SIEMENS may raise – compensate SIEMENS for any damage arising from such non-compliance.
- c. Any transport, sales and service packaging of domestic supplies to SIEMENS must be disposed of by the Seller exclusively through Altstoff Recycling Austria AG (“ARA AG”). The Seller shall indemnify SIEMENS for any costs arising from a lack of disposal or from disposal by a collecting and disposing system other than that of ARA AG.

#### **17. Legal Succession**

- a. The Buyer may assign its rights and obligations arising from the contract with the Seller to another company within the SIEMENS group. The Seller shall foregoe the right to cancel the contract for reasons of such assignment.

#### **18. Anti-corruption**

- a. The Seller shall notify SIEMENS – at the latest upon submission of the Seller’s offer to SIEMENS – in writing if the Seller or members of its management board have been sentenced by final judgment of a national court for corruption of a public officer within the last five years prior to the submission of the Seller’s offer to SIEMENS, and, without undue delay, if the Seller 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 Seller’s offer to SIEMENS and acceptance of the supplies/services of the Seller pursuant to Sect. 9.2. Such notification shall ensure compliance with the requirements laid down by the OECD Recommendation on Anti-Corruption.

#### **19. Code of Conduct for Sellers**

- a. The Seller is obliged to comply with the laws of the respective jurisdiction. In particular, the Seller shall not engage, actively or passively, directly or indirectly, in any form of bribery, violation of fundamental rights of its employees or child labour. Moreover, the Seller shall take responsibility for the health and safety of its employees, act in accordance with the applicable environmental laws and make best efforts to promote this Code of Conduct among its suppliers.
- b. Without prejudice to other rights and remedies SIEMENS may have, SIEMENS may terminate the contract if the Seller has culpably violated any of these obligations. If, however, the Seller’s breach of duty can be remedied, SIEMENS may terminate the contract only if the Seller has failed to comply with a period granted by SIEMENS for remedying its breach of contract.