

## GENERAL PURCHASING CONDITIONS

### I. Introduction

- 1.1 These general conditions ('conditions') are commercial terms and conditions as specified in §273 of Act No. 513/1991 Coll., the Commercial Code, as amended ('Commercial Code').
- 1.2 These conditions are an integral part of every order placed by SIPRIN, s.r.o. ('SIPRIN' or 'Client') for the delivery of goods, services or work ("order") and agreements concluded on their basis with a contractor to whom the order is addressed ('Contractor').
- 1.3 These conditions are an integral part of all agreements concluded by SIPRIN as the Client for the delivery of goods, services or work ('deliveries') that contain a specific reference hereto.

### II. Establishment of a contractual relationship

- 2.1 A contractual relationship between the Client and Contractor is established (i) upon signature of the agreement by the authorised representatives of the parties or (ii) unconditional confirmation of SIPRIN's order by the Contractor in writing ('order confirmation'). The Contractor has a total of 5 business days from Contractor's receipt of the order to confirm the order.
- 2.2 Orders are issued exclusively in writing. Agreements are concluded exclusively in writing. For the purposes of establishing a contractual relationship, written form is maintained when an order is sent electronically in the form of a .pdf file via email by the Client's authorised person and its subsequent confirmation by the Contractor to the address of the Client's authorised representative. Verbal agreements become valid at the moment of written confirmation of their contents by both parties.
- 2.3 These conditions are incorporated into any such agreement upon order confirmation. The Client may revoke an order or amend an order at any time before its confirmation by the Contractor.
- 2.4 If order confirmation deviates from the contents of the order, the Contractor shall specifically identify these deviations in the order confirmation. The Client is only committed to such deviations and they are incorporated into the agreement concluded based on order confirmation if the Client specifically agrees to such deviations in writing. Acceptance of a delivery or part thereof or payment of the price or part thereof does not constitute approval of any deviations from the contents of the order or acceptance of order confirmation with deviations on the part of the Client.
- 2.5 The Contractor's General Terms and Conditions and any other provisions of the Contractor's other documents (such as specifications, technical documentation, advertising materials, order confirmations or delivery notes) are not binding for SIPRIN unless confirmed by SIPRIN in writing. A reference to the documents contained in the Contractor's offer sheet in the Client's order does not constitute acceptance of the Contractor's General Terms and Conditions.
- 2.6 Any licensing conditions of the Contractor or its subcontractors (such as EULA) delivered with software products in paper or digital format are not binding for SIPRIN unless confirmed by SIPRIN in writing. Such licensing conditions are not binding for SIPRIN, especially if SIPRIN acted in a manner that is associated with their acceptance under the terms thereof or if the Client receives software registration or other similar cards from the Contractor or if the Client grants consent that is conditional upon the use of the software. The Contractor commits in agreements with its subcontractors to specify that such actions by the Client do not constitute a commitment on the part of the Client and to indemnify the Client if such claims are made involving the Client.
- 2.7 The agreement, appendices thereto and other documents specified therein are considered contractual documents. These documents constitute the agreement and form an integral part thereof. Contractual documents complement and clarify one another; the provisions of the contractual document specified in the agreement above are decisive in the event of any dispute between contractual documents. Dimensions specified

in writing or as numbers on blueprints and that are not materially inaccurate have priority over dimensions measured from blueprints.

### III. Price, payment terms and set-offs

- 3.1 The price is agreed as final. The price includes all of the Contractor's costs necessary for proper completion of delivery, such as shipping, postage, handling, insurance, taxes and similar fees, documentation, assembly and testing, etc. The price includes any compensation for providing the right to use software and firmware included in delivery.
- 3.2 The Client shall pay the Contractor based on a tax record ('invoice'). An invoice shall contain the details specified in Act No. 222/2004 Coll. on Value Added Tax, as amended ('VAT Act') and the Client's order number, as well as the numbers and codes for every line item. The Contractor commits to electronically send invoices issued in .pdf format to the address of the Client's authorised person. The Client may return any incorrectly charged, incomplete or other invoice lacking proper supporting documents within the payment term without such action constituting default on payment.
- 3.3 The Client shall issue the invoice to the date of actual taxable fulfilment. The date of actual taxable fulfilment is the date on which the Client takes delivery, meaning the date on which the Client assumes all risks of damage.
- 3.4 Invoice payment terms are set at 60 (sixty) days from invoice delivery. The price shall be paid to the Contractor's bank account specified in the agreement. The Customer's debt is considered paid at the moment the outstanding amount is debited from the Client's account.
- 3.5 The Contractor is authorised to set off its due, enforceable and current receivables that are not disputed by the parties under the assumption that the set-off was approved by the Client in writing. The Client is authorised to set off any of its receivables. The Contractor is not authorised to assign any receivable involving the Client to a third party without prior written consent from the Client.
- 3.6 The Client's payment of the price is conditional upon the fact that the Contractor is not in default with any payment for completed deliveries or on the basis of any other contractual relationship. Over such time the Contractor remains in default, the Client is not in default with payment of the price and the agreed payment term is reasonably adjusted given the duration of the Contractor's default as specified above.
- 3.7 Upon Client request in justified cases (such as bankruptcy of the Contractor), the Contractor shall provide proof of proper VAT payments. Until delivery of such proof, the Client is authorised to defer payment for the provided delivery without such action constituting default on payment. This has no prejudice on the application of Subsection 3.8 herein.
- 3.8 The Client has the right to withhold the amount of VAT that the Contractor is obliged to pay to the relevant tax authority if a circumstance occurs before the Client's payment of the price that establishes the Client's liability for the tax under §69 (14) of the VAT Act and thereafter until such time that the Contractor demonstrates to the Client in a credible manner that it has properly met such tax liability.
- 3.9 The Contractor shall provide the Client with the necessary cooperation within negotiations between the Client and the tax authority involving the full and timely provisioning of accurate information and records and support within negotiations between the Client and the tax authority if the tax authority seeks redress from the Client due to its guarantee for VAT or if the Client voluntarily pays VAT for a delivery under the terms of an agreement.
- 3.10 If the Supplier informs the Customer about the change of its bank account, the Customer is entitled to verify this fact at the Supplier, namely according to the Customer's decision either from the written bank confirmation or at the Supplier's credible person. If the Supplier enforces such right, the Supplier is obliged to prove the change of its bank account in the manner chosen by the Customer; the

Customer executes the payment in favour of Supplier's new account only if the change of the bank account was proven in such manner.

#### IV. Handover and acceptance of the delivery

- 4.1 A delivery is accepted:
  - a) for deliveries without assembly: upon written proof of delivery (including unloading) of the complete subject of delivery to the destination specified in the written order;
  - b) for deliveries with assembly and for services: upon written confirmation of acceptance of the complete subject of delivery by the Client.
- 4.2 For deliveries of technical equipment and instruments, the Contractor shall train the Client's operators and maintenance personnel or the end users of the delivery. The Contractor commits to deliver the necessary documents for delivery (especially assembly plans, including all connections and construction requirements, data sheets, installation manuals, processing instructions, storage documents, operating regulations and maintenance regulations, etc.). All documents delivered by the Contractor must be delivered together with the delivery at the latest, in two copies in Slovak or in English. Upon Client request, the Contractor shall provide additional language versions of the provided documents.
- 4.3 If the agreement concerns products specified in the implementing regulations concerning Act No. 264/1999 Coll. on Product Technical Requirements and Conformity Assessment, the Contractor shall provide the Client with a copy of the declaration of conformity or the written commitment to issue such declaration of conformity. Furthermore, the Contractor shall allow the Client to check on the progress of such delivery during performance of the agreement.
- 4.4 The Client may call upon the Contractor in writing to halt execution of the delivery. Upon receipt of notification to halt execution of the delivery, the Contractor commits to only recommence execution of the delivery upon written request from the Client to do so.
- 4.5 The Contractor may not seek payment for storage or any other costs incurred as a result for the first 90 (ninety) days from the date on which the halt of execution of the delivery begins. The delivery period shall be reasonably extended by the period in which execution of delivery is halted.
- 4.6 If the Contractor may potentially default, the Contractor shall immediately inform the Client of such fact and request instructions.
- 4.7 If the Contractor is in default with execution of the delivery, the Client may seek a contractual fine equal to 0.3% of the price for the subject of fulfilment (incl. VAT) for every day of default. Payment of the contractual fine has no prejudice on the Client's eligibility for damage compensation.
- 4.8 Delivery shall be completed to the location specified in the order. The time of delivery is from 7:00 am to 3:00 pm.
- 4.9 The Contractor may only use a subcontractor to secure completion of delivery with the prior consent of the Client.
- 4.10 If possible, given the specific portion of delivery, a delivery or part thereof may be completed using remote access. If the agreement does not specify that a specific part of delivery shall be completed by the Contractor at the place of delivery or remote access, and yet both options are technically feasible, the Client may choose between these options at his own discretion with no impact on the agreed price of delivery. If remote access is used for delivery, the Client is obliged to provide such remote access to the Contractor. The Contractor shall cover all costs associated with remote access.
- 4.11 The Contractor may only complete delivery before the agreed delivery deadline with the specific written consent of the Client.

#### V. Delivery, transfer of title and transfer of the risk of damage

- 5.1 The Contractor shall complete delivery at its own cost and risk to the agreed place of delivery (with shipping paid for delivery in Slovakia or DAP under INCOTERMS 2010 for foreign delivery). Cash on delivery consignments will not be accepted. The Contractor shall package the delivery in such a way to ensure no damage or injury occurs during shipping.
- 5.2 The Contractor shall attach a delivery note containing all data from the order to the delivery, including: order number, part number, exact name of the product, line items from the order and the tariff classification of goods for deliveries from European Union countries. Delivery includes completed declarations from the Contractor for the purposes of export and customs controls and other documents proving the origins of the goods, used for customs **and** re-export purposes and the like.
- 5.3 If the Client is responsible for paying shipping costs to the place of delivery under the agreement, the Contractor may only charge the Client those costs approved by the Client in advance.
- 5.4 If the Client is responsible for paying shipping costs to the place of delivery, damages to deliveries during shipment are covered by Siemens' Global Shipping Insurance (GTV) with global coverage. The Contractor shall report every individual consignment with an equivalent value in excess of €10 million or shipping period in excess (including storage periods during shipment) of 60 (sixty) days to the Client in advance. The Contractor shall accept Siemens GTV insurance and prevent duplicate coverage. The Client will not pay for extraneous insurance premiums. This provision has no prejudice on the Contractor's general liability for damage to deliveries during transport.
- 5.5 If shipment is performed by a Client-selected carrier, the Contractor shall inform this carrier of the details required concerning the dangerous properties of the goods.
- 5.6 The Contractor shall ensure that:
  - a) the delivery will be equipped with a packing note or delivery note with details of the contents and the Client's complete order number;
  - b) every part of the consignment shall have a label on the package specifying the contents and the Client's complete order number;
  - c) the dispatch of any delivery that requires the presence/cooperation of its recipient at the place of delivery is reported to the Client/recipient in writing and at least 1 business day in advance with clear identification of the contents thereof and the complete order number.
- 5.7 Title and the risk of damage to the delivery transfers to the Client:
  - a) for deliveries without assembly: upon written proof of acceptance (delivery including unloading) of the undamaged delivery to the destination specified in the written order;
  - b) for deliveries with installation: upon signature of the acceptance certificate for the delivery by the Contractor and the Client.
- 5.8 Title to material owned by the Client and provided to the Contractor for the purposes of completing a delivery remains with the Client and these materials must be stored separately, labelled and administratively managed at no charge. Use is only permitted if the Contractor meets its commitments to the Client. The Contractor shall procure and use an adequate substitute in the event of damage or loss thereof.
- 5.9 The Contractor shall only secure the processing or modification of the Client's material for the Client's benefit. The Client is the immediate owner or co-owner of such modified material, intermediate product or new item. At all times during modification or processing, the Client holds title to all new items. The Contractor shall provide professional care for such

new item on behalf of the Client at no charge until such time it is turned over to the Client.

- 5.10 Tools, forms, samples, models, profiles, blueprints, standards, printed materials, and instructions in any form provided by the Client and items produced on their basis may not be provided to any third parties or used for any purpose other than those specified in an agreement without the written consent of the Client. The Contractor shall protect such items to prevent unauthorised use and label them with the Client's name. If the Contractor violates this commitment, the Client may demand they be returned without any prejudice towards any of its other rights.

## VI. Quality guarantee and liability for defects

- 6.1 The Contractor provides the Client with a quality guarantee covering the delivery in the amount of 3 (three) years, whereby the warranty period commences at the moment the risk of damage thereto transfers.
- 6.2 For deliveries that the Client delivers to a third party without using, the warranty period commences upon acceptance by the third party and ends 3 (three) years after the moment the risk of damage thereto transfers to the Client at the latest.
- 6.3 The Contractor commits to comply with ISO 9001, ISO 14001 and ISO 45001 standards. If the Contractor is certified under the above standards, it shall present the corresponding certificates to the Client upon request. If the Contractor is not certified, the Client may conduct an audit at the Contractor's site to determine conformity in meeting these standards.
- 6.4 Defects identified after the risk of damage transfers or identified during the warranty period shall be remedied by the Contractor at its own cost and per the Client's choice or a substitute new delivery shall be completed within 5 (five) business days from the date of the corresponding claim. This provision applies to deliveries for which inspection activities are limited to a random inspection of samples or identification. The Contractor shall send the Client information as to corrective action taken to prevent such defect from recurring in the format required by the Client. The period for sending information is 2 (two) business days from the date of the corresponding claim.
- 6.5 If the Client fails to remedy such defects or fails to complete a substitute new delivery, even when the Client provides an additional and reasonable period to do so, the Client is authorised:
  - a) to withdraw from the agreement in part or in full;
  - b) to demand a discount;
  - c) to remedy these defects or secure a substitute delivery alone or via a third party at Contractor expense, whereby this has no prejudice on the Contractor's commitments under the quality guarantee or its liability for defects.
- 6.6 The Client is entitled to seek a contractual fine for defective delivery in the amount of 15% of the agreed price. This has no prejudice on the Client's entitlement to seek compensation for damages in excess of the contractual fine.
- 6.7 Remedy of defects at Contractor expense may occur without providing any additional time to the Contractor if the Contractor was in default with the original delivery.
- 6.8 The Contractor is obliged to pay the Client all costs incurred by the Client to remedy the Contractor's breach of its obligations and to remedy all defects in a delivery based on written notification from the Client. This applies likewise to costs sunk by the Client to process or modify the delivery for the above-specified reason.
- 6.9 The Client is entitled to file claims for defects in a delivery immediately after they are identified or delivered, or for deliveries to third parties, after they are identified by such third party.
- 6.10 The rules above apply equally to substitute delivery under Subsection 6.4 herein.

- 6.11 The Contractor shall cover all costs related to a claim, including shipping costs.

- 6.12 For a period of 10 (ten) years from completion of delivery, the Contractor shall perform or secure post-warranty repairs in exchange for reasonable compensation, including the delivery of spare parts, if applicable given the nature of the delivery. If not, the Contractor shall inform the Client of such fact without delay and provide it with a substitute solution under similar conditions.

## VII. Licensing and similar provisions for deliveries involving computer programs

- 7.1 Hardware and software are always considered a single assembly, unless otherwise specified in the order.
- 7.2 If delivery includes copyrighted works or a computer program/software as specified in Act No. 185/2015 Coll., the Copyright Act ('Works') and such Work was created exclusively for the Client, the Contractor shall provide the Client with exclusive permission to use the Works in all ways of using the Works known at the time of conclusion of the agreement, in an unlimited scope and for an unlimited period of time ('exclusive license'), unless the parties agree otherwise in writing. In providing such exclusive license, the Contractor shall provide the Client with the updated version of the source code for the Works if the Work is classified as a computer program under Act No. 185/2015 Coll., the Copyright Act ('computer program').
- 7.3 If delivery includes Works and such Works was not created exclusively for the Client, the Contractor shall provide the Client with non-exclusive permission to use the Works in all ways of using the Works known at the time of conclusion of the agreement, in an unlimited scope and for an unlimited period of time ('non-exclusive license'), unless the parties agree otherwise in writing.
- 7.4 Compensation for the use of the Works in the scope specified in the license (Subsection 7.2 or 7.3 herein) is included in the price for delivery.
- 7.5 The Client is authorised to provide a third party with consent to use the Works in the scope of the provided license (Subsection 7.1 or 7.2 herein), i.e. a sub-license and/or assign such license.
- 7.6 The Contractor hereby confirms that it is authorised to issue license to the Client for the use of the Works in the scope specified herein and that the use of the Works by the Client under the terms of the agreement shall not constitute violation of any third-party rights.
- 7.7 The Contractor shall specify, and by order confirmation at the latest, if the delivery includes open-source components. Open source is defined as any components using software, hardware or other information made accessible to the user at no charge and with the right to modify or expand them based on a corresponding license (such as GPL, LGPL or MIT licensing).
- 7.8 If a delivery includes open-source components, the Contractor shall follow all conditions under applicable open-source licenses and provide the open-source license to the Client and provide the information needed by the Client to comply with the open-source license conditions. Additionally, the Contractor shall provide the following together with order confirmation at the latest:
  - the source code of the used open-source software, including scripts and information about the environment if required by valid licenses; and
  - a document specifying all included open-source components and their versions, the texts of all licenses and documents laying down copyright-related information in an organised manner with appropriate distribution and contents.
- 7.9 The Contractor commits to inform the Client sufficiently in advance and at order confirmation at the latest if any of the open-source licenses used by the Contractor with respect to their intended use by the Client is subject to 'copyleft' effects,



which may have an impact on the Client's production. 'Copyleft' effects are used to describe instances where an open-source license used by the Contractor in a delivery requires that the delivery to the Client or its deliveries derived there from may only be disseminated under open-source licensing conditions, meaning access is provided to the source code from such deliveries.

- 7.10 If the Contractor reports that the delivery contains open-source components or that 'copyleft' effects are in place after confirmation of the Client's order, the Client is authorised to withdraw from the agreement within 14 (fourteen) days from delivery of such notification.
- 7.11 If delivery includes a computer program, the Contractor shall complete installation of the computer program. After installation, the Contractor shall provide the Client with data media accessible to the Client's computer systems with the source code (for exclusive license), machine code and all related technical documentation (the contents and procedure for compiling the data media, program and data flow diagrams, test protocols, test programs, error handling, etc.) and provide them to the Client. In addition to the above documentation, the Contractor shall provide the Client with written user documentation in Slovak and in a suitable number of copies.
- 7.12 A computer program created for the Client is considered properly delivered if it meets the agreed specifications, and operates for a minimum of 4 (four) weeks after installation with no errors (test operation). The Client shall confirm the above in writing at acceptance of the delivery.
- 7.13 Over the warranty period, the Contractor commits to provide the Client with all additional program versions of delivered computer programs containing corrections for errors in the previous version ('Updates'). The Contractor likewise commits to provide the Client with maintenance for delivered computer programs after the end of the warranty period for a minimum of 3 (three) years from the end of the warranty period under standard market conditions.

## VIII. Compensation for damages

The scope of the Client's obligation to compensate the Contractor for damages incurred by the Contractor is connection with the performance of the agreement or violation of the commitments made therein is limited to 10% of the total contract price (exclusive of VAT) for all damage events combined. Compensation is only provided for actual damages; no compensation is paid for lost profits or other costs. Financial compensation for damages has priority. Any contractual fines or other penalties paid by the Client to the Contractor shall be set off against compensation for damages in their full amount. The above-agreed restriction is not applied to compensation for damages caused intentionally or for injury.

## IX. Withdrawal

- 9.1 The parties may only withdraw from the agreement in the event of a material breach thereof or in the instances specifically identified therein or herein and under applicable legislation. Withdrawal takes effect on the date notice of withdrawal is delivered to the other party in writing.
- 9.2 Material breach is defined as follows:
  - a) Contractor default on completion of the delivery extending more than 20 (twenty) days. The Client shall notify the Contractor in the event of such default as to if it still requires the delivery or not. If the Client demands execution, it may withdraw from the agreement after unsatisfactory expiration of the period defined for remedy;
  - b) Client default on payment of the invoiced amount in excess of 90 (ninety) days;
  - c) breach of the commitments under Article XI and XII herein.
- 9.3 A party is authorised to withdraw from the agreement effective on the date notice of withdrawal is delivered to the other party if:

- a) the other party is declared bankrupt by a relevant bankruptcy court;
  - b) a petition to declare the other party bankrupt is rejected by a relevant bankruptcy court due to a lack of assets;
  - c) the other party has halted its payments;
  - d) a petition to declare the other party bankrupt was filed with a relevant bankruptcy court;
  - e) the enforcement of a decision or execution on the other party's assets was unsuccessful;
  - f) the other party was published in the list maintained by the Financial Directorate of the Slovak Republic under §69 (15) of the VAT Act.
- 9.4 Parties are authorised to withdraw from the agreement if force majeure circumstances prevent them from completing delivery for more than 3 (three) months.
- 9.5 The Client is authorised to withdraw from the agreement if the Contractor is in default in meeting its commitments under another agreement for more than 30 (thirty) days.
- 9.6 The Client is also authorised to withdraw from the agreement if there is no breach of obligations under the agreement so long as it commits to pay the Contractor for the delivered and in-progress deliveries as of the effective date of such withdrawal from the agreement. In such case, the Contractor shall turn these deliveries over to the Client.

## X. Confidentiality, personal data protection

- 10.1 'Confidential information' is classified as any information, data, details or other notifications provided by a party that provide information labelled as 'confidential' or in a similar manner and any commercial or technical information and data that one of the parties provides to the other and that concerns the purpose of concluding the specific agreement and on any data media. Information contained in an offer sheet that ultimately did not lead to the conclusion of an agreement is also considered confidential information; the Client shall immediately return such offer sheet to the Contractor. If confidential information is disclosed verbally, the recipient of such information must be verbally notified in advance of such disclosure and confidentiality shall be confirmed in writing to the providing party within 3 (three) days from verbal disclosure.
- 10.2 None of the parties is authorised to disclose or provide confidential information to any third party without the prior written approval of the other party. The parties may use received documents, data and information related to confidential information exclusively for the purposes established in their contractual relationship. Providing information within the performance of obligations under legislation, providing information to a court or court of arbitration when exercising any entitlements or rights under the contractual relationship or providing information, documents and data to parties with whom the party forms a group (holding company), consultants and other parties involved in the performance of the contractual relationship or activities related to the given contractual relationship committed to maintain such confidentiality under the law or within a non-disclosure agreement shall not be considered a breach of this obligation to maintain confidentiality; none of the parties is authorised to waive such non-disclosure for any of these persons. The parties commit to ensure that these persons are aware of their commitment to maintain confidentiality and are committed to comply therewith in the same scope as the parties. Confidentiality does not extend to:
  - information that is publicly known at the time of conclusion of the agreement or that is subsequently published in any manner other than breach of the obligation to maintain confidentiality;
  - information that a party publishes under applicable legislation or upon a decision issued by a public authority so authorised under applicable legislation;

- information that the party demonstrably had available as of the date of conclusion of the agreement;
- information notified to a party by a third party without any corresponding restrictions on use or confidentiality.

10.3 The obligation to maintain confidentiality endures after termination of the contractual relationship. The party committing a violation of the obligation contained in this specific article herein shall pay the other party a contractual fine of €500 for each such breach. This has no prejudice on the entitlement of the injured party to compensation for damages.

10.4 The Contractor consents to the Client's processing, aggregation and storage of the Contractor's personal data specified in the agreement and other personal data necessary to complete delivery. The Client shall process and store this personal data in an internal register of Contractors for the purposes of meeting its contractual commitments and for records purposes.

10.5 The Contractor grants consent under Subsection 10.4 herein for the duration of the contractual relationship under this agreement and for a period of an additional 5 (five) years from the Client's fulfilment of all rights and obligations under the agreement.

## XI. Code of Conduct

11.1 This Code of Conduct defines the basic requirements placed on the suppliers and third-party intermediaries of the Siemens Group 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 system<sup>1</sup>.

#### 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 system<sup>1</sup>.

### 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 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.

<sup>1</sup> <https://new.siemens.com/global/en/company/about/corporate-functions/supply-chain-management/sustainability-in-the-supply-chain/ehs-management-systeme.html>

(hereinafter referred to as the „Code of Conduct “).

## XII. Principles of contractor conduct

- 12.1 The Contractor commits to comply with, inter alia, anti-corruption, antitrust, anti-money laundering legislation as well as criminal and administrative law, and other principles and requirements under Article XI herein.
- 12.2 At Client request, the Contractor shall provide the Client with, at its own discretion, (1) written information on the Contractor's form, or (ii) a written report approved by the Client specifying the measures taken to ensure compliance with the requirements specified in the 'Code of Conduct for Siemens Group Suppliers'.
- 12.3 The Client or its authorised third party accepted by the Contractor is authorised to conduct a compliance inspection concerning Article XI at the Contractor's premises. Such inspection may only be performed on the basis of prior written notification from the Client and during normal business hours in accordance with valid data protection regulations. Such inspection may not disproportionately interfere with the Contractor's business activities or with the Contractor's contractual commitments concerning non-disclosure agreements involving third parties. When conducting such inspection, the Contractor commits to provide adequate cooperation. The parties shall cover their own costs incurred in connection with such inspection.
- 12.4 The Contractor commits to not allow illegal work as specified under legislation, either directly for the Contractor or for its subcontractors. The Contractor commits upon Client request to provide the Client with proof demonstrating that the persons conducting work for the Contractor or its subcontractors are not performing illegal work as specified under applicable legislation in the scope necessary, at a minimum in the form of a declaration specifying the first and last names of employees, dates of birth, employment or similar status, and if the obligations have been met under social insurance legislation before commencing any work on delivery.
- 12.5 As a result of conclusion of an agreement with the Client, any Contractor with the traits of a public sector partner under Act No. 315/2016 Coll. on the Register of Public Sector Partners, as amended, must be registered in the register of public sector partners. The Contractor shall determine if subcontractors it intends to use in performance of such agreement with the Client are registered in the register of public sector partners if subject to such obligation. The Contractor is liable to the Client for the fulfilment of this duty to register on the part of its subcontractors.
- 12.6 If the Client is levied a fine or incurs damages as a result of breach of such obligation on the part of the Contractor or its subcontractors, the Client is entitled to reimbursement for damages in the corresponding amount from the Contractor; the Supplier shall remedy such defective conditions immediately.

## XIII. OHS, fire protection and environmental protection principles applicable to the Contractor

- 13.1 The following principles have been elaborated in accordance with Slovak law and the Client's internal regulations and are intended for the purposes of instructing those conducting work at the Client's sites or for an extended period of time. The Client's workplaces may include the Volkswagen Slovakia, a.s. facility. Their purpose is to assure occupational health and safety and environmental protection as well as proper handling of wastes and dangerous chemicals and to provide information

on the management systems deployed by the Client's company. If work is performed for Volkswagen Slovakia, a. s. as the final customer, then the Contractor is also subject to mandatory compliance with **Organisational Order 16 of Volkswagen Slovakia**, a. s., which is available at the maintenance operations workspace. The personnel of contracted companies are familiarised with such materials by the person authorised by the Client, also designated as the SIPRIN EHS Manager.

- 13.2 A Contractor conducting work on a specified delivery shall review the Client's *Safety Essentials* which are published on the Client's website at [www.siemens.sk/bezpecnost](http://www.siemens.sk/bezpecnost)
- 13.3 The Contractor shall familiarise its employees and other persons conducting activities for the Contractor and the Client, including its subcontractors ('the Contractor's personnel') with the principles of occupational health and safety, fire protection and environmental protection ('principles') before they start their work for the Client and shall ensure these persons comply with all applicable legislation and the principles.
- 13.4 The Contractor is responsible for its personnel and shall ensure that they all have valid residence and work permits for Slovakia if necessary.
- 13.5 If the Contractor intends to conduct activities that may expose the Client to risks, it shall inform the Client of such risks in writing and in advance.
- 13.6 The Contractor's personnel are restricted to those workspaces specified in the agreement or that are reserved for the Contractor. The Contractor's personnel shall follow all instructions for compliance with occupational health and safety principles at these workspaces, specifically the primary rules of operation for such workspaces, technical procedures, fire protection documentation and the emergency fire guidelines.
- 13.7 If the Contractor uses special technical equipment and tools at the Client's workspaces, such fact must be reported to the Client in advance. Likewise, the Contractor has complete responsibility for the functionality and safety of such equipment. Upon Client request, the Contractor shall furnish accompanying and operating documentation for such equipment.
- 13.8 The Contractor is fully responsible for the qualifications of its personnel. Upon Client request, the Contractor shall provide records concerning training activities, professional education and the medical fitness of the Contractor's personnel.
- 13.9 The Contractor is responsible in full for equipping its personnel with suitable personal protective equipment ('PPE') in accordance with the outcomes of the risk assessment process. In extraordinary circumstances, the Client may provide the Contractor's personnel with the necessary PPE based on conditions agreed upon in advance.
- 13.10 The Contractor is responsible for securing first aid for the Contractor's personnel.
- 13.11 The Contractor shall report every injury suffered by the Contractor's personnel at the Client's workspace to the Client without any undue delay. If necessary to complete a record for such accident at work, the Contractor shall invite the Client's representative to participate in such process.
- 13.12 The Contractor shall inform the Client of incidents occurring during performance of the agreement at the Client's workplace if such incident results in a serious or fatal accident at work involving the Contractor's personnel.
- 13.13 In the event of a fire or other serious emergency requiring rapid evacuation, the Contractor's personnel shall follow the emergency fire guidelines for the facility, and instructions given by contact persons or the response commander. The Contractor must complete a 'Hot work permit and work order' with the Client before conducting any work at the Client's workplace associated with an elevated fire hazard.
- 13.14 If the Contractor delivers products subject to the restrictions concerning specific substances or informational requirements



under applicable legislation (such as REACH or RoHS), the Contractor shall disclose these substances using the BOMcheck internal database (BOMcheck.net) or in an appropriate format provided by the Client by the first day of delivery of such product at the latest and with respect to the regulations in force for the registered office of the Contractor or the Client or at the Client-designated place of delivery. The Contractor is also obliged to declare all substances contained in the current 'Siemens List of Declarable Substances' in the manner specified above.

13.15 The Contractor is not authorised to bring any dangerous substances and chemicals into the Client's buildings in quantities exceeding 1 (one) litre (or kilogram). If such dangerous chemicals and substances are needed to conduct the agreed work, the Contractor shall provide the Client with a complete list and all material safety data sheets and their use is subject to approval by the Client's EMS specialist, i.e. the SIPRIN, s.r.o. EHS manager.

13.16 If a delivery contains goods classified as dangerous under international law, the Contractor shall inform the Client of such fact in the manner agreed by the Client and Contractor by the date of order confirmation at the latest.

13.17 Dangerous chemicals and substances brought on-site by the Contractor that are not completely used on the same day shall be removed from the building by the Contractor at the end of the workday or stored in the designated area until they are fully consumed.

13.18 Empty and dirty packaging from dangerous chemicals and substances shall be removed by the Contractor on the date they are emptied.

13.19 Any Contractor generating waste as a result of their activities in the Client's building is considered the originator of such waste and shall secure its disposal at its own cost. If the Client has obligations under applicable waste regulations as a result of delivery, the contractor is obliged to perform this obligation on behalf of the Client.

13.20 The Client is authorised to conduct an audit of the Contractor's quality management system. Subsection 12.3 herein likewise applies.

#### XIV. Provisions concerning export control

14.1 The Client is not obliged to perform its obligations under the agreement if performance is prevented by restrictions under national and/or international trade and customs law and/or by restrictions under any embargoes and/or other sanctions.

14.2 In relation to delivered products and services, the Contractor shall comply with all applicable provisions of cogent national and international legislation concerning export controls, customs and related taxes and fees and international trade law ('international trade law'). The Contractor shall also secure the necessary export licenses and permits, unless under the applicable provisions of international trade law, these licenses or permits are not required to be requested by the Contractor, but by the Client or other third party.

14.3 By the agreed date of delivery, the Contractor shall provide the Client with all data and information necessary to allow the Client to comply with all applicable provisions of international trade law in writing that may apply to the export, import or (in the case of future sale) re-export of applicable products and services. The Contractor shall provide the following in particular for every product or service:

- a) 'Export Control Classification Number' in accordance with the U.S. Commerce Control List (ECCN) if the product is subject to U.S. Export Administration Regulations;
- b) all export numbers, especially the AL numbers under EU regulations if the goods are specified in Annex 1 to Regulation of the Council (EC) No. 428/2009;
- c) the statistical number of the goods pursuant to the classification of foreign trade statistics and classified under the HS (harmonised system);

d) data on country of origin (if of non-preferential origin);

e) the Contractor's declaration of preferential origin (in the case of European contractors) or preferential certificate (in the case of non-European contractors), if required by the Client ('data').

14.4 In the event of any changes in the origin or characteristics of the products or services or changes to the applicable provisions of international trade law, the Contractor is obliged to update the data without delay and at the latest on the date of the agreed delivery date and provide such data to the Client in writing. The Contractor commits to pay the Client for all costs and other damages that are incurred as a result of the incompleteness or inaccuracy of the provided data.

14.5 The Contractor undertakes to provide the necessary organisational instructions and take action, in particular to ensure the provision of business premises, packaging, transport, business partners, employees and information to ensure supply chain security as required by an internationally recognized initiatives and standards to ensure and consolidate global trade adopted by the World Customs Organization (WCO Safe Framework of Standards), (such as Authorized Economic Operator AEO, Customs and Trade Partnership Against Terrorism Customs - Trade Partnership Against Terrorism C-TPAT). The Contractor shall secure the goods or services intended for the Client or a third party authorised by the Client against unauthorised access and manipulation. The Contractor shall only authorise reliable persons to handle the goods and services and shall commit its subcontractors to take corresponding security measures. In addition to other rights and measures that may belong to the Client, the Client is authorised to withdraw from the agreement in the event of a breach of such commitments. If the Contractor's breach of the agreement may be remedied, the Client is only authorised to withdraw from the agreement if the defective condition is not remedied within an additional period provided by the Client to accomplish such remedy.

#### XV. Final provisions

15.1 If any provisions of the agreement or hereof are rendered invalid, unenforceable, superfluous or ineffective, such fact has no prejudice on the validity, enforceability or effectiveness of the other provisions of the agreement or hereof. The parties in such case shall make every effort to conclude a written addendum to the agreement that shall replace those provisions of the agreement and as best as possible correspond to their original intent.

15.2 A document drawn up in writing under this agreement shall be deemed to be a document (i) printed and sent to the other party to the address specified in the agreement by registered post or by courier or otherwise allowing delivery of the delivery receipt to the sender or (ii) in electronic form and sent by electronic mail with a guaranteed electronic signature or electronic stamp.

15.3 The document is considered delivered on the third business day after sending in the manner specified in Subsection 15.2, including if the document is not accepted by the recipient.

15.4 Contractual matters between the parties are subject to Slovak law, excluding the use of the United Nations Agreement on Contracts for the International Sale of Goods. Contractual matters not specified in the agreement or herein are subject to the Commercial Code.

15.5 The parties shall attempt to reach an agreement to settle any disputes occurring from or in connection with the agreement. If no agreement is reached, the matter shall be settled by the relevant court based on the defendant's registered office.

15.6 These conditions form a complete agreement together with the document attached hereto and the attachments to such document and replaces any existing agreement between the parties concerning the subject matter of the contractual relationship. The parties agree that no agreements based on

current or future practices between the parties or from generally followed business practices in the industries covered by such agreement shall constitute any agreement outside the framework hereof.

- 15.7 This agreement may only be amended in the form of written and numbered addenda hereto signed by the authorised representatives of both parties.
- 15.8 The Client is authorised to amend these conditions for agreements involving repeated deliveries. Such change takes effect within 30 (thirty) days from delivery to the Contractor under Subsection 15.2 herein; in such case, the amended conditions apply to deliveries made after such changes take effect. The Contractor is authorised to object to such changes to the conditions and withdraw from the agreement on such grounds within 10 (ten) days from delivery of notification of such change to these conditions.

In Bratislava, dated 15<sup>th</sup> November 2019