

## SIEMENS General Conditions of PURCHASE of Goods & Services (including Software)

1. Definitions
- 1.1 "Conditions" means these terms and conditions for the purchase of Products and/or Services which are incorporated into and form part of the Purchase Order.
- 1.2 "Contract" means the contract between the Seller and the Purchaser for the supply of the Products and/or Services to the Purchaser
- 1.3 "Issued Material" means without limitation samples, drawings, standard sheets, printing-copies, theories, models, profiles, tools, molds or other tooling, material, equipment, goods or articles or any property supplied or issued by the Purchaser to the Seller to be used in fulfilment of the Seller's obligations.
- 1.4 "Party" means the Seller or the Purchaser and "Parties" means both of them.
- 1.5 "Products" means the products, goods or items which are the subject of the Contract and which may (without limitation) comprise or include Software.
- 1.6 "Purchaser" means the Siemens company which places the order by way of the Purchase Order.
- 1.7 "Purchase Order" means the purchase order (in the Purchaser's prevailing standard form) signed by an authorised representative of Purchaser and the documents (if any) incorporated by express reference on the face of the Purchase Order and/or the documents (if any) referred to in Clause 3, together with these Conditions and the "Code of Conduct for Siemens Suppliers" as referred to in Clause 17 and attached hereto as Annex 1,
- 1.8 "Related Corporation" has the meaning prescribed under Section 6 of the Companies Act (Chapter 50 of Singapore).
- 1.9 "Seller" means the person, firm or company referred to on the face of the Purchase Order with whom the Contract is made by the Purchaser.
- 1.10 "Services" means work and/or other services which are the subject of the Contract and which may (without limitation) comprise, include or relate to Software.
- 1.11 "Software" means the software and firmware items which are comprised or included in or related to the Products and/or Services.
- 1.12 Any reference in the Contract to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before, on or after the date of the Contract, so far as such modification or re-enactment applies or is capable of applying to any transaction entered into prior to completion of the Contract and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.
- 1.13 The headings in these Conditions are inserted for convenience only and shall be ignored in construing these Conditions. Unless the context otherwise requires, words (including words defined in the Contract) denoting the singular number only shall include the plural and *vice versa*. The words "written" and "in writing" include any means of visible reproduction.
2. Confirmation and Acceptance
- 2.1 The Purchase Order placed by the Purchaser shall only be considered accepted and a Contract concluded between the Parties if the Seller has confirmed acceptance of the Purchase Order in writing within 5 days of receipt of the Purchase Order. For the avoidance of doubt, these Conditions shall apply to and are expressly incorporated into the Contract and no varying terms and conditions stated by Seller in its written acceptance of the Purchase Order, including without limitation, those contained in any sale order or quotation or invoice or any other document of Seller shall become part of the Contract and be binding upon the Purchaser, unless it is specifically agreed to by an authorized representative of the Purchaser in writing.
- 2.2 This Purchase Order may be modified or canceled by Purchaser at any time prior to its receipt of the written acceptance by Seller.
3. Price and Payment
- 3.1 All prices shall be as stated in the Contract. The prices are fixed and include delivery and all other charges, including, without limitation, costs of transport, insurance and packing. The prices shall not be adjusted save as provided for in these Conditions.
- 3.2 The Seller warrants that the price charged for the Products or Services is the lowest price charged by the Seller to buyers of a class similar to the

- Purchaser purchasing in quantities and under circumstances comparable to those specified in the Purchase Order.
- 3.3 All prices do not include goods and services tax ("GST") chargeable under the Goods and Services Tax Act (Chapter 117A of Singapore) which shall be added by the Seller at the rate and in the manner from time to time prescribed by law. The Purchaser shall only be responsible for GST provided the Seller has submitted appropriate information or documentation to allow the Purchaser to recover such taxes as appropriate. The Purchaser shall have no other or further liability to the Seller with respect to any tax, duty, levy or like imposition for which the Seller may be liable as a result of the supply of the Products and/or Services. If the Purchaser is required to withhold any tax or charge pursuant to any applicable law or regulation, the Purchaser shall be entitled to withhold and deduct such tax or charge from the price before payment to the Seller.
- 3.4 Upon delivery of the Products and/or Services in accordance with clause 6 herein, the Seller shall send to the Purchaser a detailed invoice stating the reference number for the Purchase Order of the Products or Services.
- 3.5 Unless otherwise stated in the Purchase Order, payment term shall be sixty (60) days and shall commence from the time the Product or Service is completed and the Seller's invoice is received by the Purchaser. Insofar as the Seller 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 or performance. The Purchaser shall be entitled to set off or withhold any payments to a reasonable extent for reasons of deficiency and the payment term shall commence after the complete rectification of any deficiency. Payment by Purchaser shall not imply an acceptance by the Purchaser that the supply of Product or Service is in accordance with the Contract.
- 3.6 The Purchaser shall be entitled to set off against the price any other sums owed to the Purchaser by the Seller.
4. Purchase Orders & Variations
- 4.1 Without prejudice to Clause 16.1, the Purchaser may cancel the Purchase Order if the Seller has not confirmed acceptance of the Purchase Order in writing within 5 days of receipt of the Purchase Order.
- 4.2 If the Seller's confirmation varies from the Purchase Order the Purchaser shall be bound thereby only if it agrees to such variation in writing and neither the acceptance of delivery of the Products or Services nor payments made shall constitute approval or agreement of any such variation.
- 4.3 Any amendments or additions or variations to the Purchase Order shall only be effective if the Purchaser confirms such in writing.
- 4.4 If at any time during the course of the Contract, the Purchaser wishes to vary the Products and/or the Services ordered, it shall notify the Seller and the Seller shall within 14 days provide a written statement of the amount of the following by which such variation would increase or decrease:
- (i) the dates, timescales or milestones; and
  - (ii) the charges,
- which have been agreed in the Contract, and such other information as the Purchaser may reasonably require.
- 4.5 The implementation of any variation to the Products and/or Services shall be subject to the prior written agreement of the Parties. The Seller shall not undertake any such variations unless specifically instructed to do so by the Purchaser.
- 4.6 If any change directly affects the prices or delivery schedules of the Products or Services, an equitable adjustment may be made provided that such equitable adjustment is documented in writing and signed by authorised representative of each Party. If, after reasonable and good-faith efforts, the Parties are unable to agree upon the amount of the adjustment, the Purchaser may terminate, without any charge or liability, the Contract as to all the Products and Services affected.
- 4.7 The Seller shall not, without the prior written consent of the Purchaser, make any process or design changes affecting the Products.
5. Import/Export Requirements, Certificates of Origin, Proof of Excise Duties, Export Restrictions
- 5.1 The Seller shall comply with all applicable import and export control, customs, foreign trade regulations ("Foreign Trade Regulations") and other requirements, and shall furnish to the Purchaser, upon request, information or documentation of the Seller's compliance.
- 5.2 The Seller shall advise the Purchaser in writing within two weeks of receipt of the order – and in case of any changes without undue delay – of any information and data required by Purchaser to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- (i) all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List ("ECCN");
  - (ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS ("Harmonised System") coding; and
  - (iii) the country of origin (non-preferential origin).
- 5.3 Without limiting the generality of the foregoing, the Seller shall promptly make available any Seller's declaration of preferential origin (in the case of European Sellers) or preferential certificates of origin (in the case of non-European Sellers) requested by the Purchaser with all necessary details completed and properly signed sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations. This also applies to documents relevant to matters of excise duties which shall be paid by the Seller.
- 5.4 The Seller shall be liable for any expenses and/or damage incurred by Purchaser due to any breach of the obligations according to 5.1, unless the Seller is not responsible for such breach.
- 6. Delivery and Delays, Marked Products, Title and Risk**
- 6.1 The Products and/or Services shall be delivered on the dates (the "Delivery Date") and at the rates and places specified in the Contract. Delivery may be direct to the Purchaser's end user if so specified on the Purchase Order. The Purchaser may delay or alter such dates, rates and destinations upon giving the Seller reasonable notice in writing of such alterations.
- 6.2 Products marked with any mark used or owned by the Purchaser or its customers shall not be disposed of to any third party or used by the Seller without the prior written consent of the Purchaser.
- 6.3 Any shipment terms quoted in relation to the delivery of the Products shall be in accordance to Incoterms 2000 or its latest version as from time to time modified supplemented or revised.
- 6.4 Time of delivery is of the essence in the Contract. Failure to meet the Delivery Date specified on the Purchaser Order shall constitute a breach of the Contract. The Seller shall give the Purchaser notice of any prospective failure to deliver the Products or Services by the Delivery Date. If only a portion of the Products or a part of the Services can be delivered on the Delivery Date, the Seller shall deliver the available Products or Services unless otherwise directed by the Purchaser. Partial deliveries shall be deemed late deliveries and be considered completed only when all the Products or Services are delivered.
- 6.5 If the Seller fails to deliver the Products or Services in accordance with the Contract, or fails to deliver by the Delivery Date, then the Seller shall pay to the Purchaser liquidated damages calculated at the rate of 0.1% of the price of the respective Purchase Order for each day of delay starting from the date of default until the date the Products or Services are completely performed by the Seller. The Purchaser may, but shall not be bound to, deduct such liquidated damages, whether in whole or in part, from any moneys due from the Purchaser to the Seller under any Purchaser Order.
- 6.6 Notwithstanding the above, if the Seller fails to deliver in accordance with the Contract, or if the Seller notifies the Purchaser of a prospective failure to deliver by the Delivery Date, the Purchaser reserves the right to cancel the Contract or any part of it without charge or liability and reserves all rights in damages and otherwise arising including but not limited to the right to purchase substitute Products or Services elsewhere and to hold the Seller liable for any loss, expense or additional cost incurred thereby.
- 6.7 The Seller shall ensure that all Products are marked in accordance with the provisions of the Contract and instructions of the Purchaser. Products shall be packed so as to reach places of delivery undamaged and in good condition. The Seller shall provide in respect of each consignment of Products a packaging note detailing the Purchase Order number, description, code number (if any) and the quantity of Products consigned. The information on the packaging note must tally with the Purchase Order.
- 6.8 The Seller warrants that it has good title to the Products it is selling to the Purchaser. Without prejudice to any right of rejection to which the Purchaser may be entitled under Clauses 6 and 10, risk in and title to the Products shall pass to the Purchaser upon receipt by the Purchaser at the destination specified in the Purchase Order. For deliveries with installation or commissioning and for Services, the transfer of risk to the Purchaser occurs upon written acceptance by the Purchaser. The Seller acknowledges that the Products may be on sold to an end user by the Purchaser and warrants that the Purchaser will be able to supply the end user with good title.
- 6.9 Clause 6.8 herein is without prejudice to Clause 8 in respect of any Software.
- 6.10 Any Issued Material will be at the Seller's risk whilst in its possession.

7. **Quality & Compliance, Statutory Obligations**
- 7.1 The Seller warrants that all Products and Services supplied shall, where applicable:-
- (i) conform with the quantity, quality, specifications, description and any other particulars contained in the Contract;
  - (ii) conform with any sample, design criteria, drawing, description and specification furnished by the Purchaser and other requirements described or referenced in the Purchase Order;
  - (iii) be of satisfactory quality, merchantable and fit for any intended use expressly or impliedly made known to the Seller and free from all defects, liens, encumbrances and other claims against title; and
  - (iv) comply with the performance specifications in the Contract.
- 7.2 All Services supplied shall be in full accordance with the terms of the Contract and shall be executed in a proper and skilful manner by properly qualified and experienced personnel and conform to the best industry standards.
- 7.3 This Clause 7 shall include and apply to any replacement, repaired, substituted or remedial Products or substituted or remedial Services provided by the Seller.
- 7.4 While on the Purchaser's, or its customer's, premises, the Seller shall abide by any written or verbal instructions in relation to safety and security issued by the Purchaser or its customer.
- 7.5 The Seller shall comply with all relevant statutes, rules and regulations and bye-laws affecting its obligations and the performance of the Contract.
8. **Software Licences**
- 8.1 If the Products and/or Services include Software the Seller acknowledges that the Purchaser may be on-selling the same to its customers or end users and warrants that it has good title to license the Software.
- 8.2 The Seller permits the Purchaser to market and resell the Software and any accompanying hardware either alone or as part of a package.
- 8.3 The Seller grants to the Purchaser a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable licence:
- (i) to use and allow others to use the Software;
  - (ii) to sublicense the right of use under (i) above to any related corporations, other distributors and end users;
  - (iii) to grant a licence to related corporations, and other distributors to sublicense the right of use to end users in accordance with (i) above;
  - (iv) to copy the Software for installation in hardware or to have such copied by related corporations or other distributors;
  - (v) to market and resell the Software and any accompanying hardware either alone or as part of a package; and
  - (vi) to reproduce and distribute copies of the Software in any medium, with or without modifications.
- 8.4 If the Products include documentation, the Seller grants to the Purchaser a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable licence to use, reproduce, distribute and prepare derivative works in the Purchaser's name all documentation furnished by the Seller. The Purchaser may reproduce such documentation without the Seller's logo or other identification of source, subject to affixing copyright notices to all copies of documentation and the Seller hereby waives and shall cause to be waived all applicable rights with respect to such documentation. These rights with respect to the Software and documentation shall extend to:
- (i) third parties to use and reproduce the Products for the Purchaser's internal use; and
  - (ii) third party channels of distribution.
- 8.5 The Seller undertakes to supply the Purchaser with all updates of the Software and to allow the Purchaser to copy them to those of its customers who hold an original copy version.
- 8.6 The Seller shall provide the Purchaser with such technical advice, assistance, data and documentation, including source code where necessary, to enable the Purchaser to maintain the Software if it so wishes.
9. **Representations & Warranties**
- 9.1 The Seller warrants that it has all necessary permits and licences to allow it to sell the Products and/or Services to the Purchaser, and that it has complied with all relevant laws, rules and regulations affecting its obligations and the performance of the Contract.
- 9.2 The Seller warrants that all Products are new and do not contain any used or reconditioned parts or

- materials unless otherwise specified or approved by the Purchaser.
- 9.3 Without prejudice to the Purchaser's rights under the Contract and at law, the Seller warrants the Products and/or Services against defects for the longer of either (i) the Seller's normal warranty period; or (ii) a period of 12 months (or as otherwise stated in the Contract) from the date of receipt by the Purchaser of delivery of the Products, or the acceptance by the Purchaser of the completion of any of the Services or where applicable, installation or commissioning, or from the date of receipt by the Purchaser of the delivery of the defective Products repaired or replaced under Clause 10 herein.
- 9.4 Clauses 7 and 9 shall include and apply to any replacement, repaired, substituted or remedial Products or Services provided by the Seller.
- 9.5 Breach of any of the warranties in this Clause 9 shall, without prejudice to any other rights of the Purchaser, entitle the Purchaser to terminate the Contract and claim damages, loss, costs and expenses from the Seller (including, without limitation, legal costs on an indemnity basis).
- 9.6 The Seller shall fully indemnify and hold harmless the Purchaser and all its assigns, subcontractors and customers from and against all claims, liabilities, actions, demands, damages, costs and expenses (including, without limitation, legal costs on an indemnity basis) of any kind or nature arising from, in connection with or related in any way to any breach or alleged breach of any of the warranties made by the Seller under the Contract.
- 10. Inspection and Rejection**
- 10.1 The Seller warrants that it has inspected and tested the Products for compliance with the Contract prior to delivery and shall, if requested, supply the Purchaser with certificates of origin and/or testing. Such certificates must state the Purchase Order number together with any item numbers.
- 10.2 If the Products and/or Services do not comply with the Contract the Purchaser shall within a reasonable time give notice of rejection to the Seller and without prejudice to any of its other rights the Purchaser may at its discretion require the Seller to comply with the Contract by expeditiously replacing or repairing as appropriate any rejected Products and righting or remedying any rejected Services. The rejected Products shall be returned to the Seller at its own risk and expense. All Services found to be defective, non-conforming or failing to meet any of the Seller's warranties shall be completely re-performed at the Seller's cost and expense. In urgent cases or if the Seller is in default with its obligation to repair defects, the Purchaser shall be entitled at the Seller's cost and expense to take the necessary steps to repair such defects itself or to entrust a third party to do so. The Purchaser will inform the Seller before such steps are taken. If prior notification is not possible, steps necessary to avert damage may in urgent cases be taken without any notification and in these cases, the Purchaser shall notify the Seller as soon as possible afterwards. The Seller's warranty obligations remain unaffected, except where defects are attributable to the steps taken by the Purchaser or a third party.
- 10.3 Unless otherwise specified or approved by the Purchaser, the Seller shall remove the Purchaser's name and any of the Purchaser's trademarks, trade names, insignia, part numbers, symbols or decorative designs from all Products rejected or returned by the Purchaser or not sold or delivered to the Purchaser.
- 10.4 Any reference to "Seller" in this clause includes any subcontractor of the Seller permitted under Clause 19.2. Where the Seller repairs or replaces Products or provides remedial Services under these clauses, the Conditions shall apply to the repaired or replaced Products or the remedial or remedied Services.
- 10.5 The Purchaser reserves the right (but shall not be obliged to) at reasonable times to inspect or test the Products or the Services at any stage before delivery and the Seller shall give rights of access to premises and such facilities as the Purchaser may reasonably require for such inspection.
- 10.6 Testing, inspection and acceptance by the Purchaser or end user shall not be deemed a waiver of the Seller's obligations under Clause 7 and Clause 10 herein.
- 11. Tools, Patterns, Samples, Confidential Information**
- 11.1 All Issued Material shall be and remain the property of the Purchaser (even if charged for). The Issued Material shall not be passed on to third parties or used for purposes other than those specified in the Contract. The Seller shall indemnify and compensate the Purchaser and all its assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis) suffered as a result of a breach of this and other Conditions herein.
- 11.2 The Seller hereby undertakes to maintain the Issued Material in good order and condition and to keep it separate from the Seller's property and to identify it as the property of the Purchaser. The Seller shall not use it except in respect of contracts with the Purchaser. The Seller shall insure the Issued Material against all risks of loss or damage of an amount equal to its replacement cost and with the Purchaser's interest noted on the policy and

with the Purchaser as loss payees. On completion of its obligations under the Contract or as otherwise directed by the Purchaser, the Seller shall return the Issued Material to the Purchaser in good order and condition.

11.3 The Contract and any other information supplied by the Purchaser are confidential. Issued Material is also confidential. Use of any such information and Issued Material is permitted solely for the purpose of carrying out the Contract. The Seller shall not, without the prior written consent of the Purchaser, copy or disclose them to anyone other than those employees or agents of the Seller who need to know and only if these parties are bound to the Purchaser by substantially similar confidentiality provisions.

11.4 The Seller shall not without the Purchaser's written consent advertise or otherwise make known that the Seller supplies or has supplied Products or Services to the Purchaser.

11.5 The confidentiality obligations shall remain applicable and in full force indefinitely notwithstanding the termination or expiration of the Contract.

## 12. Intellectual Property Rights

12.1 The Seller warrants that the Products and the Software (if applicable) or the Services do not violate or infringe any patents, copyright, trademarks, trade secrets, service marks, registered designs, design rights or other intangible property rights of third parties ("intellectual property rights").

12.2 The Seller shall fully indemnify the Purchaser and its assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis) in respect of any alleged or actual infringement by any of the Products or Services of any intellectual property right including but not limited to patents, copyright, trademarks, service marks, registered designs, design rights or other third party rights and the Seller shall at its own costs and expenses defend or settle all such claims or actions or proceedings brought or threatened to be brought against the Purchaser.

12.3 Without prejudice to any of the foregoing, if any of the Products and/or the Software or Services is held or claimed to be infringing third party intellectual property rights, the Seller shall at its own cost and expense use its best efforts to procure the right for the Purchaser to continue using or receiving the infringing Product and/or Software or Services. If the Seller is unable to do so, then the Seller undertakes at its own costs and expenses to:

(i) replace or modify the infringing Product and/or Software, or remedy the Services expeditiously so that it is no longer infringing; or

(ii) if the Seller is unable to replace or modify the infringing Product and/or Software or remedy the Services, refund in full all payments made by the Purchaser for the infringing Product and/or Software or the Services and reimburse the Purchaser upon demand for all additional loss, costs and expenses incurred by the Purchaser in purchasing any substitute Products and/or Software or Services.

12.4 The Purchaser shall own all intellectual property rights arising from modifications and customizations of the Products and/or Software, or the Services, made by Seller for the Purchaser, or by the Purchaser itself. The Purchaser reserves all its rights in drawings and in goods produced according to its instructions as well as in any processes developed by it.

12.5 All intellectual property in the works carried out under the Contract is hereby assigned and shall vest in the Purchaser absolutely. This includes any copyright or design rights which will vest in and become the property of the Purchaser as and when such rights come into existence.

## 13. Indemnity

13.1 The Seller shall fully indemnify the Purchaser and its assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis):-

(i) sustained by the Purchaser and its assigns, subcontractors and customers or for which the Purchaser and its assigns, subcontractors and customers may be liable as a result of the Seller's breach of or failure to perform its obligations under the Contract; and

(ii) resulting from death, injury, loss or damage to persons or property caused or contributed by the negligence, act, default or omission of the Seller, its employees, sub-sellers (if permitted) or agents.

13.2 The Seller accepts liability for all other claims, liabilities, actions, demands, loss, damage, costs and expenses (including, without limitation, legal costs on an indemnity basis) incurred by the Purchaser and its assigns, subcontractors and customers and which is attributable to negligence, act, default or omission on the part of the Seller, its employees, subcontractors (if permitted under Clause 19.2) or agents or resulting from or in

connection with the furnishing of the Products or Services by the Seller or otherwise arises or results from a breach of the Contract.

#### 14. Reservation Clause

The Purchaser's obligation to fulfil this Contract is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

#### 15. Force Majeure

15.1 A Party will not be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including acts of God, acts of terrorism, acts of war or threat thereof, fire, flood, explosion, power failure resulting from fires, explosions and other acts of God, infectious diseases, epidemics or government action. If any such delay is caused by the delay of a subcontractor of the Seller (if permitted under Clause 19.2), and is beyond the control and without the fault or negligence of both the Seller and such permitted subcontractor, the Seller shall incur no liability for such delay unless the Products to be furnished by such permitted subcontractor were obtainable from other sources in sufficient time to meet the required delivery hereunder. The Seller shall notify the Purchaser immediately upon learning of any event which may result in any delay.

15.2 If such delay or failure continues for at least one (1) month, the Parties shall be entitled to forthwith terminate the Contract by notice in writing in which event, no Party shall have any claim against the other in respect of such force majeure.

#### 16. Termination

16.1 The Purchaser shall be entitled to cancel the Purchase Order in respect of all or part only of the Products or Services by giving notice to the Seller at any time prior to delivery, in which event the Purchaser shall pay a fair and reasonable sum for and accept delivery of all finished Products manufactured by the Seller and Services properly rendered at the date of cancellation.

16.2 The Purchaser shall be entitled to terminate the Contract forthwith without liability to the Seller by giving notice to the Seller at any time if:-

- (i) the Purchaser determines in good faith that the Seller is in breach of the Contract and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being notified of the breach in writing; or
- (ii) the Seller makes any voluntary arrangement with its creditors or (being an individual or firm)

becomes bankrupt or (being a company) goes into liquidation (whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or have an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs or have an application made to court for the appointment of a judicial manager or be placed under a judicial management order; or

- (iii) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Seller; or
- (iv) the Seller ceases, or threatens to cease, to carry on business; or
- (v) there is a change in control of the Seller which in the reasonable opinion of the Purchaser adversely affects the position, rights or interests of the Purchaser. For the purposes of this sub-clause, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares, or otherwise howsoever; or
- (vi) in the reasonable opinion of the Purchaser, there occurs a material change in the financial position of the Seller which is likely to affect the Seller's ability to perform its obligations under the Contract; or
- (vii) the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly; or
- (viii) if the Purchaser determines in good faith that the Seller has breached any of its representations and warranties in Clause 18.

16.3 Termination of the Contract shall not discharge either Party from any existing obligation accrued due on or prior to the date of termination.

16.4 For the avoidance of doubt, any termination or cancellation of the Contract shall not affect the continuance in force of Software licences granted to the Purchaser or its customers.

16.5 In the event that the Purchaser terminates the Contract in whole or in part as provided in Clause 16.2 above, the Purchaser may procure, upon such terms and in such manner as the Purchaser deems appropriate, replacement Products or Services and the Seller shall reimburse the Purchaser upon demand for all additional loss, cost and expense incurred by the Purchaser in purchasing such substitute Products or Services.

- 16.6 The rights and remedies granted to the Purchaser pursuant to the Contract are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.
17. **Corporate Responsibility in the Supply Chain**
- 17.1 The Seller shall comply with the principles and requirements of the "Code of Conduct for Siemens Suppliers" attached hereto as Annex 1 (hereinafter the "Code of Conduct") and shall execute the declaration of the Supplier ("Supplier Declaration" ) and return the duly executed Supplier Declaration to the Purchaser within the timeline prescribed by the Purchaser.
- 17.2 If requested by Siemens, the Seller shall not more than once a year either – at its option – provide Siemens with (i) a written self assessment in the form provided by Siemens, or (ii) a written report approved by Siemens describing the actions taken or to be taken by the Seller to assure compliance with the Code of Conduct.
- 17.3 The Seller shall maintain complete and accurate records of and supporting documentation for the Seller's compliance with the Code of Conduct. The Seller agrees to provide such documentation and other information as reasonably requested by Siemens to verify the Seller's compliance with the Code of Conduct.
- 17.4 The Seller shall inform Siemens immediately of any non-compliance with the Code of Conduct. Should either allegations of the Seller's non-compliance with the Code of Conduct or other claims which threaten to endanger Siemens' reputation become public, e.g. by way of media coverage, the Seller shall provide a written statement, immediately upon Siemens' request, concerning the Seller's non-compliance or the allegations made.
- 17.5 Siemens and its authorised agents and representatives and/or a third party appointed by Siemens and reasonably acceptable to the Seller, shall be entitled (but not obliged) to conduct also at the Sellers' premises – inspections in order to verify the Sellers' compliance with the Code of Conduct. Any inspection may only be conducted upon prior written notice of Siemens, during regular business hours, in accordance with any applicable data protection law and shall neither unreasonably interfere with the Sellers' business activities nor violate any of the Sellers' confidentiality agreements with third parties. The Seller shall reasonably cooperate in any inspections conducted. Each party shall bear its expenses in connection with such inspection.
- 17.6 In addition to other rights and remedies Siemens may have, in the event of (i) the Seller's material or repeated failure to comply with the Code of Conduct or (ii) the Seller's denial of Siemens' right of inspection as set out in Clause 17.5, after providing the Seller reasonable notice and a reasonable opportunity to remedy, Siemens may terminate the Contract and/or any Purchase Order issued hereunder without any liability whatsoever. Material failures include, but are not limited to, incidents of child labour, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements.
18. **Compliance with Applicable Anti-Corruption, Antitrust, Anti-Money Laundering and Other Criminal Laws**
- 18.1 The Seller represents and warrants that it will comply with all applicable anti-corruption, antitrust, anti-money laundering or other criminal laws, rules or regulations in respect of the activities contemplated by the Contract.
- 18.2 The Seller represents and warrants that no portion of its compensation, reimbursement or other benefit has been or shall be, directly or indirectly, promised, offered or given to a Government Official for the Government Official himself or herself or another person or entity, in order to influence official action or secure an improper advantage in relation to the business of the Purchaser.
- 18.3 The term "Government Official" shall include any officer, director or employee of a government at any level or of a government-controlled entity or of a public international organisation, or of a non-governmental institution which employees are treated because of that status or otherwise as officials under laws applicable to the parties to this Contract, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office. For the purposes of the Contract, the term "government-controlled entity" includes, but is not limited to, any entity, whether organised under public or private law, in which one or more governmental entities has sufficient interest to give it control. Any entity which is at least fifty percent (50%) owned by, or is controlled-in-fact by, any government or governmental entity qualifies as a government-controlled entity.
- 18.4 The Seller hereby represents and warrants that it and all of its directors, officers, and employees who will perform services under the Contract are familiar with the rules, restrictions and principles herein and agrees to take appropriate steps to ensure compliance therewith by any such persons in respect of the activities contemplated by the Contract.
- 18.5 The Seller hereby represents and warrants the following:

- (i) neither the Seller nor any close relative of the Seller (a) is a Government Official or (b) has any personal or business relationship or association with any Government Official in any country in which the Seller will provide Products and Services to the Purchaser pursuant to the Contract; and/or
  - (ii) no director, officer, or controlling shareholder of the Seller and no employee who will perform services under the Contract is a Government Official or has any close personal or business relationship or association with any Government Official who is or will be in a position to affect or influence the award of business or other advantages to the Purchaser in any country in which the Seller will provide Products and Services to the Purchaser pursuant to the Contract.
- 18.6 If, during the term of the Contract, the Seller becomes aware that the representation and warranty set forth in this Clause 18 are no longer true and correct, the Seller must notify the Purchaser in writing within ten (10) business days, and, whether or not so notified within that time period, if the Purchaser determines that the changed circumstances provide good cause to terminate the Contract in accordance with Clause 16 above, the Contract may be terminated at the Purchaser's sole discretion.
- 18.7 In the event that the Purchaser has reasonable grounds to believe (on the basis of credible information, including, but not limited to, third-party statements that the Purchaser believes to be reliable or well-sourced press reports) that there has been a material breach of the representations and warranties contained in this Clause 18 hereof, the Purchaser, or a third party acting on the Purchaser's behalf, shall have the right to audit the books and records of the Seller pertaining to the Seller's performance of services under the Contract. The Seller agrees to fully cooperate in any such audit.
- 18.8 The Seller agrees that the Purchaser may, at any time and for any reason, disclose the existence and terms of the Contract, including the Seller's identity and compensation under the Contract, to any person the Purchaser determines has a legitimate need for that information, including any government or government agency.
19. **Miscellaneous**
- 19.1 The Purchaser is a member of the group of companies ("the Siemens group of companies") whose holding company is Siemens Aktiengesellschaft ("SAG"), and accordingly the Purchaser may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of this group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Purchaser.
- 19.2 The Seller shall not, either in whole or in part, subcontract or assign any rights, duties or obligations under the Contract, or any claims for any debt owed by the Purchaser to the Seller under the Contract unless the Purchaser gives its prior written consent, such consent to be signed by its authorised representatives, to such assignment or subcontract. If the Purchaser gives its written consent, the Seller is not relieved of any of its obligations under the Contract. The Purchaser may attach conditions to the giving of its consent. Any attempted delegation or assignment otherwise shall be void.
- 19.3 If the Products or Services supplied under the Contract require the Purchaser to have any permit or licence from any governmental or other regulatory authority, the Contract shall be deemed conditional upon such permit or licence being granted at the required time.
- 19.4 Without prejudice to Clause 9.1, the Seller represents and warrants that it shall comply with all applicable laws, rules regulations and requirements and shall obtain at its own costs and expense, all necessary permits and licences, and shall furnish to the Purchaser, upon request, information or documentation of the Seller's compliance, as well as any other information or documentation required to enable the Purchaser to comply with any laws, rules, regulations and requirements applicable to its receipt and use of any Products or Services.
- 19.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, such provision shall be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby but shall remain in full force and effect.
- 19.6 No waiver by the Purchaser of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. If the Purchaser delays, forgets, or chooses not to enforce its rights under the Contract it shall not affect its right to do so at a later date.
- 19.7 The Contract is the entire agreement between the Parties and shall supersede any previous communications, representations or agreements, whether verbal or written, with respect to the subject matter hereof and may not be changed unless

agreed in writing and signed by properly authorised representatives of both Parties.

19.8 All notices must be in writing, signed by the authorised representatives of both parties and sent to the address or fax number set out in the Contract. They may be delivered by hand, or by prepaid registered post or by facsimile and shall be deemed to have been served:-

- (i) if by hand, at time of delivery;
- (ii) if by prepaid registered post, 3 working days after posting;

(iii) if by facsimile, on the date printed on the facsimile transmission report produced by the sender's machine.

19.9 Save for the Siemens group of companies, the Parties do not intend that any term of the Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) or otherwise, by any person who is not a party to the Contract.

19.10 The Contract shall be governed by and construed in accordance with the laws of Singapore. The Parties submit themselves to the exclusive jurisdiction of the Singapore courts.

## ANNEX 1

### Code of Conduct for Siemens Suppliers

This Code of Conduct defines the basic requirements placed on Siemens' Suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Siemens reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Siemens Compliance program. In such event Siemens expects the Supplier to accept those reasonable changes.

The Supplier declares herewith:

- **Legal compliance**
  - o to comply with the laws of the applicable legal system(s).
- **Prohibition of corruption and bribery**
  - o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- **Respect for the basic human rights of employees**
  - o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
  - o to respect the personal dignity, privacy and rights of each individual;
  - o to refuse to employ or make anyone work against his will;
  - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
  - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
  - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - o to comply with the maximum number of working hours laid down in the applicable laws;
  - o to recognise, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organisations or trade unions.
- **Prohibition of child labor**
  - o to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.
- **Health and Safety of employees**
  - o to take responsibility for the health and safety of its employees;
  - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - o to provide training and ensure that employees are educated in health and safety issues;
  - o to set up or use an occupational health & safety management system.
- **Environmental protection**
  - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
  - o to minimise environmental pollution and make continuous improvements in environmental protection;
  - o to set up or use an environmental management system<sup>1</sup>.
- **Supply Chain**
  - o to use best efforts to promote among its Suppliers compliance with this Code of Conduct;
  - o to comply with the principles of non-discrimination with regard to Supplier selection and treatment.

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<sup>1</sup> For further information see [www.siemens.com/procurement/cr/code-of-conduct](http://www.siemens.com/procurement/cr/code-of-conduct)