Hardware Supplemental Terms

> These Hardware Supplemental Terms ("Hardware Terms") amend the Base Terms between the Siemens entity named on the Order and the Customer that accepted the Order.
> They apply only to Hardware as defined in the Base Terms.

Capitalized terms are defined at the end of the document or in the Base Terms.

Commercial terms

1. Siemens Offerings

1.1. Hardware Offerings

1.1.1. **Scope description.** Siemens will deliver the Hardware as described in the Order.

1.1.2. **Refurbished parts**. Siemens may supply Hardware that contains parts refurbished to an "as new" condition that meet the Siemens specification and are subject to the same terms as new Hardware.

2. Customer's obligations

2.1. Providing Contributions

Customer will supply Contributions in accordance with the Order.

3. Delivery

3.1. Delivery terms

Unless agreed otherwise in the Order, Hardware will be delivered FCA according to INCOTERMS®2020. Siemens will contract for carriage on usual terms at Customer's risk and expense. If a different shipping term is agreed or required for shipment to a specific site, Customer will pay all additional costs.

Customer may only reject the non-compliant portion of the Order.

3.2. Delivery dates

Any dates in the Order are estimates and non-binding, unless Customer obtains Siemens' written consent to specific delivery dates expressly subject to liquidated damages ("Binding Dates"), in which case, Section 3.3 will apply.

3.3. Delay

3.3.1. **Liquidated damages.** If Siemens is solely responsible for delaying Binding Dates and Customer suffered a loss, Siemens will pay liquidated damages equal to 0.5% of the fees for the delayed portion of the Hardware for every full week of delay.

Aggregate liquidated damages will not exceed 5% of such fees.

3.3.2. **Termination for delay.** Customer may only terminate the Order for delay if:

　　a.　the maximum liquidated damages are payable; and

　　b.　a reasonable additional delivery period has expired.

3.3.3. **Exclusive remedy.** This Section 3.3 sets out Siemens' entire and exclusive liability for delay and excludes all of Customer's other rights and remedies for delay.

4. Risk and title

4.1. Transfer of risk

Risk of loss or damage for all Hardware passes to Customer upon:

a. Delivery;

b. attempted Delivery if Customer fails or refuses to take Hardware without cause; or

c. moving the Hardware into storage in accordance with Section 5.1.

4.2. Transfer of title

Title to the Hardware passes to Customer after Siemens has received payment in full.

If applicable law does not allow Siemens to retain title after Delivery:

a. title to Hardware will pass to Customer upon Delivery; but

b. Siemens will retain a security interest in the Hardware to secure payment of the Hardware purchase price and Customer agrees to sign any documents Siemens deems necessary or convenient to file or perfect such security interest.

5. Storage

5.1. Moving Hardware to storage

Upon Customer's request or if Customer does not take Delivery without cause, the Hardware may be moved to storage. On receipt of an invoice Customer will pay for:

a. shipping; and

b. storage expenses, including preparation for and placement into storage, handling, freight, inspection, preservation, maintenance, taxes, and insurance.

5.2. Removing Hardware from storage

Customer will arrange, at its expense, to remove the Hardware from storage:

a. when conditions allow; and

b. after paying to Siemens all amounts due under this Section 5.

Warranties

6. Hardware warranty

Siemens warrants that the Hardware will be free from Defects at the time of Delivery.

7. Hardware warranty period

7.1. Original warranty period

The warranty period for Hardware is 12 months following Delivery.

7.2. Warranty period for replacements and repairs

The warranty period for replaced or repaired Hardware is 6 months from the date of replacement or repair if the original warranty period expires earlier.

In any event, the warranty period shall end no later than 18 months from the beginning of the original warranty period.

8. Defects and claims

8.1. Inspection and notification

Customer will inspect the Hardware and notify Siemens in writing of any Defects without undue delay upon discovery and always within the applicable warranty period.

8.2. Remedies

Siemens will remedy all Defects at Siemens' option by:

a. repairing (onsite or remote) or replacing the defective Hardware or its non-conforming portion within a reasonable time; or

b. refunding all or part of the purchase price of the Hardware or any non-conforming portion.

8.3. Duty of cooperation and reimbursement

In case of a warranty claim, Customer will:

a. at its own expense provide access to operation and maintenance data;

b. at its own expense and at Siemens' discretion:

- remove and ship the Hardware or its non-conforming portion to Siemens; or
- grant Siemens reasonable access to the Hardware and perform any disassembly and re-assembly necessary to allow Siemens to perform its warranty obligations;

c. at Siemens' request, transfer title to the replaced defective portion to Siemens; and

d. pay Siemens for any diagnostic and remedial work if it is established that no Defect existed.

9. Warranty exclusions

9.1. Time limit

Any warranty claim is excluded after the applicable warranty period expires.

9.2. Excluded Defects

Siemens excludes any warranty for Defects that do not significantly impair the functionality or the use of the Hardware and for Defects resulting from:

a. normal wear and tear;

b. faulty or negligent handling, or unusually excessive use;

c. noncompliance with instructions in the Order, manuals, and similar documents available to Customer;

d. non-reproducible software errors;

e. any cause outside of Siemens' control;

f. modifications, repair, installation, or commissioning made by anyone other than Siemens or their authorized representatives; or

g. not using an Update provided by Siemens.

9.3. No warranties

Siemens does not warrant that the Hardware is compatible or interoperable, or functions in accordance with Customer's operating environment or IT requirements (unless expressly required in the Order).

9.4. Manufacturer warranty on Third-Party Hardware

Hardware that is part of an Offering not branded as "Siemens" and procured by Siemens from a third-party manufacturer or vendor ("Third-Party Hardware") is delivered "as is". It is covered by a warranty from the manufacturer or third-party vendor.

To the extent allowed by the manufacturer or third-party vendor, Siemens will:

a. assign to Customer the available warranty rights; and

b. use commercially reasonable efforts to provide information and assistance for Customer to make relevant warranty claims against third-party manufacturer or third-party vendor.

If mandatory law requires that Siemens provides a warranty for the Third-Party Hardware, the Siemens' warranty is limited to the minimum warranty and for the minimum period required by law.]

10.   Exclusive remedy

Sections 6-10 state Siemens' entire liability and Customer's exclusive rights and remedy for warranty claims. Siemens makes no other warranty, express, implied, or statutory, about the Hardware, including any warranties of merchantability or fitness for a particular purpose.

Intellectual property rights

11.   Ownership of Intellectual Property

Each party remains owner of its Intellectual Property.

12.   License to use Firmware

Siemens grants Customer a non-exclusive and non-transferable license to use the Firmware only for its operation. The license may be transferred only with the Hardware in which the Firmware is incorporated.

The software license and software maintenance services terms set forth in the Agreement (if any) will not apply to Firmware.

Definitions

Defect	Non-conformance of the Hardware to the Siemens specification set out in or referred to in the Order.
Delivery	Making the Hardware available to Customer in accordance with the INCOTERMS®2020 stated herein.
Firmware	System software incorporated into the Hardware.