

Supply Chain Management	GENERAL TERMS AND CONDITIONS OF PURCHASE	Last updated: September 2017
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These General Terms and Conditions of Purchase represent a proposal of commercial terms subject to discussion. The General Terms and Conditions of Purchase can be adapted within framework of Particular Terms and Conditions or by means of amendment.

Without any Particular Terms and Conditions or without amendment concluded by the parties, General Terms and Conditions of Purchase will be deemed accepted as such, and by consequence superseded the Supplier's general terms and conditions of sale.

1 SCOPE OF APPLICATION

Unless stipulated to the contrary in a written agreement signed by **SIEMENS** (hereinafter referred to as the "**Purchaser**"), and every Supplier (hereinafter referred to as "**Supplier**") these conditions shall apply to all orders of physical or intangible goods (hereinafter the "**Products**") and of services of any kind (hereinafter the "**Services**") (hereinafter jointly referred to as the "**Supplies**") issued by the Purchaser at the time of acknowledgement of receipt, confirmation or performance of the order by the Supplier.

2 ORDERS

- 2.1 The Supplier shall acknowledge receipt and/or confirm all orders of the Purchaser, which will then become final and contractual. If no acknowledgement and/or confirmation is received within forty-eight (48) hours as of the date of the order, the Purchaser will be entitled to cancel the order without penalty.
- 2.2. The Supplier will not be entitled to make any amendment to the terms of the order of the Purchaser without the prior written consent of the latter. Failing this, the Purchaser shall be entitled to cancel the order without penalty. In any case, the Purchaser will be able to cancel the order up to fifteen (15) days before the agreed delivery date.
- 2.3 For all Products to be delivered and Services to be provided according to these terms and conditions, Supplier shall comply with all applicable import, export and transfer of goods and technologies control (the « Export Control »), customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless Buyer or any third party is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

Supplier shall advise Buyer in writing as early as possible, but not later than five (5) days prior to the Delivery Date of any information and data required by Buyer to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale.

In any case Supplier shall provide Buyer for each Product and Service

- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN), or European or other regulations if applicable ; and
- all codes applicable for export lists (for dual use items, military goods,...); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and
- upon first request of Buyer: each year, Supplier's declaration for preferential origin (in case of European Suppliers) or preferential certificates (in case of non-European Suppliers)

These elements are defined as "Export Control and Foreign Trade Data"

In case of any alterations to origin and/or characteristics of the Products and Services and/or to the applicable Foreign Trade Regulations and, more generally, to the data conveyed in the previous paragraph, Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than the Delivery Date. Supplier shall be liable for any expenses and/or damage incurred by Buyer due to the lack of or inaccuracy transfer and updating of said Export Control and Foreign Trade Data.

3. CONFORMITY OF THE SUPPLIES

- 3.1 The performance of the order by the Supplier, in accordance with all the Purchaser's prerequisites, is an unequivocal obligation. The Supplier also has an enhanced obligation of advise.
- 3.2 No Supply will be considered accepted until after the Purchaser or any person authorised by the Purchaser has verified that it complies with the terms and specifications of the order and the standards in effect, in particular whether there are any external damages or other deficiencies. Any Supplies that are not in accordance with the order or are with deficiencies may be refused within the thirty (30) days following the discovery of its lack of compliance.

Refused Supplies must be taken back by the Supplier at its own costs and risks, within eight (8) days as of the Purchaser's notice of refusal. Beyond that period, the Supplies will be returned to the Supplier at its costs and risks.

- 3.3 In the case of Supplies forming sub-assemblies, the Supplier will be responsible for the compatibility of its Supplies with the other sub-assemblies and the entire system.

4. TECHNICAL SPECIFICATIONS

- 4.1 For every phase of examination, development or manufacture of the Supplies, the Supplier must comply with the professional practices and the rules of the trade corresponding to it.
- 4.2 The Supplier is considered the producer of the waste generated in connection with the Supplies and, as such, it is responsible for managing, processing, collecting and disposing of such waste.
- 4.3 If the Supplies are dangerous and/or subject to special regulation, the Supplier will have to mention this in all its documents, as well as on the packing of those Supplies, but no later than the date of order confirmation after the conditions described in article 2. Dangerous Products must be packed, labelled and declared to the carrier in accordance with the legal provisions in force.
- 4.4 The packing and packaging must comply with the special requirements stated by the Purchaser. All damage resulting from a packing or packaging defect shall be covered by the Supplier.
- 4.5 The Supplier undertakes to comply with the obligations arising out of the (REACH) (EC n°1907/2006), with regard to the substances contained in the Products or other regulations on statutorily-imposed substance restriction and/or information requirements, and especially the duty to declare the products on BOMcheck database on www.BOMcheck.net no later than the date of first delivery products. The Supplier stands guarantor for the compliance of its subcontractors with this regulation.

If the Supplier has its registered office outside the European Union, it undertakes to comply with the provisions of Article 8 of the REACH regulation, concerning the appointment of an exclusive representative with its office in the European Union, in order to pay the obligations falling to the importers by virtue of that regulation.

To conclude, the Supplier shall also declare all substances which are set out in the so-called "List of declarable Substances" applicable at the time of delivery in the manner described above.

http://www.siemens.com/sustainability/pool/umweltmanagement/declarationliste_e.pdf

5. DELIVERY AND DEADLINES

- 5.1 The deliveries are made to the Purchaser's reception department at the address, on the days and at the opening times on the order. They must be accompanied by a delivery slip which must contain:

- the order reference,
- the Purchaser's item code number,

- identification of the item,
- the quantity delivered,
- the number of packages, the weight, all the batch and/or serial numbers,
- the Supplier reference: name and address,
- Supplier code number assigned by the Purchaser,
- delivery date and address.

The delivery date specified in the order or the delivery programmes is defined as the date of arrival at the place stated by the Purchaser. The delivery deadlines stated in the order are non-negotiable.

- 5.2 The Purchaser does not accept partial deliveries of Products. The Supplier will incur all the direct or indirect costs resulting from early or late delivery of the Supplies.
- 5.3 Without prejudice of the foregoing, a penalty of one per cent (1%) of the order concerned will be applied to the Supplier per business day of delivery in advance (in the case of early delivery of more than three (3) business days) or late. This penalty will become enforceable simply by the fact of non-delivery on the agreed date, without any formalities.
The Supplier undertakes to notify the Purchaser of any foreseeable or actual delay as soon as it becomes aware thereof.
- 5.4 The Supplier shall, at its own cost, send the Purchaser all the necessary evidence to support the Services that it may have performed by virtue of its contractual obligations.

6. VERIFICATION AND REFUSAL OF THE SUPPLIES

- 6.1 The reception of the Supplies is generally a two-phase process:
- provisional reception, which is a brief preliminary check at the Purchaser's premises or those of its Supplier that the Supplies are consistent with the major parameters of the order,
 - final reception, which is the verification of the order's compliance with the various specifications, in particular the administrative, technical, quality and commercial specifications.

The reception of the Services is performed by the Purchaser's technical departments.

- 6.2 In the event of any reservations, specified on the reception document, the Supplier is required to immediately perform the works required to deal with these reservations.
- 6.3 In case of refusal of the Supplies, in accordance with the Article 3 above, the Supplier shall be required to make the necessary changes as soon as possible and, at the Purchaser's first request, to replace the defective Supplies and pay all the associated costs imposed by such replacement without prejudice of the penalties set forth for the delays caused.

If this replacement does not produce performance in accordance with the order, the Purchaser will be entitled to demand that the Supplier take back the defective Supplies, all dismantling, transportation and other costs being at its liability, and to return all sums that were charged unduly as a result.

- 6.4 The cost of any such eventual additional operations, in order to bring it into compliance carried out by the Purchaser, with the Supplier's agreement or if the Supplier does not reply to the request within 24 hours after their reception, will be attributed to the latter.

7. PRICE, INVOICING AND PAYMENT CONDITIONS

- 7.1 Except for provisions to the contrary specified on the order, the Supplies are "delivered at place (DAP)" (Incoterms, 2010 version). The prices are fixed and non-revisable upwards. Prices include all packaging. The Parties already renounce to invoke article 1195 of the Civil Code in order to refuse the renegotiation of the contract.
- 7.2 The invoice will be issued at the earliest on that date of dispatch of the Products or the date of evidence of provision of the Services, and will be in compliance with the data and references of the order, the specifications, the delivery slip and the regulation in force, notably regarding VAT.

The Purchaser will not honour any invoice pertaining to Services for which it did not receive all the evidentiary documentation.

Supplier undertakes to provide all supporting documents relating to the services.

- 7.3 Unless a shorter deadline is agreed between the parties or imposed by the regulation in force, the payments shall be made via electronic transfer issued by the Purchaser forty-five (45) days as of the end of the month during which the invoice is issued.

Payment of the invoice by the Purchaser does not imply either reception of the Supplies or revocation of the guarantee.

- 7.4 The Purchaser will be entitled to withhold a guarantee of ten percent (10%) of the total price to be paid which may be replaced, at the Purchaser's choice, by a guarantee on first demand that is valid until the end of the contractual warranty. In case of payment of a deposit, this deposit has to subject to a guarantee on first demand issued by a credit institute deemed appropriate by the Purchaser.
- 7.5. The amounts due by the Purchaser to the Supplier may be offset automatically by any unquestionable, liquidated, payable claim that the Purchaser may hold on the Supplier.
- 7.6. In the case of late payment not justified by the Purchaser the Supplier may apply late penalties as well as a fixed indemnity of forty (40) euro as recovery fee. The interest rate applicable to the late penalties is limited to three (3) times the official interest rate as specified by Section L.441-6 of the French Commercial Code.

8. WARRANTY, LIABILITY

- 8.1. Without any prejudice to legal warranties, the contractual warranty is eighteen (18) months and takes effect as of the date of final reception of the Supplies by the Purchaser.

The warranty covers all repairs of the product or correction to the services that makes it possible to ensure that it functions properly and that the required specifications are met. The Supplier will pay for all the expenses resulting from it, whether it is the Supplier that incurs them, or the Purchaser or a third party.

The replacement of a defective item during the warranty period triggers the start of a new warranty period that is identical to the contractual warranty period.

- 8.2. In the event that the Supplier breaches any of its contractual obligations, the Purchaser is entitled, without any formalities and at its own choice, to terminate the order, to request exchange or repair at the Supplier's cost, to reduce the price or to have the product or service performed by a third party with the option of claiming from the Supplier any compensation of any loss that may be sustained.
- 8.3. The Supplier will be responsible for all losses, including indirect losses, caused both to the Purchaser and to the third party that are related to the Supplies.
- 8.4. The Supplier undertakes to take out a civil liability insurance policy and to provide evidence, if need be, to the Purchaser on first demand.
- 8.5 The Supplier warrants that it will provide all the spare parts required for the Products to work as they should for a period of ten (10) years as of the delivery date.
- 8.6 The Purchaser shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

9. TOOLS AND OTHER SUPPORTS

- 9.1. Tools and other supports ordered or returned by the Purchaser, such as samples, drawings, plans, standards, models, documents, and spare parts, are and remain the property of the Purchaser, reserved for its usage solely and subject to return at any time.

- 9.2. The Supplier shall take all the precautions, particularly to do with use, maintenance and storage, to preserve them in perfect state and shall take out adequate insurance against all risks and losses, including the loss of use of the Purchaser if they should prove not to be available.

10. WORK ON SITE

- 10.1 In the event of work being performed on the Purchaser's site or at the premises of one of its clients, the Supplier will monitor the performance of the order on the site, and will provide the Purchaser with periodic reporting on the progress of the work.

The Purchaser shall perform checks on the site to verify that the deadlines and material conditions of the order are being upheld. These checks do not exempt the Supplier from its unequivocal obligation. At the Supplier's request, the Purchaser or its customer shall be entitled to provide it with certain installations that the Supplier will upkeep at its expense.

- 10.2. In the event that a change occurs in the workload of the Purchaser or its client or the establishment concerned by the order, the Supplier's Services may be amended by written agreement in volume terms and rescheduled at the Purchaser's request.
- 10.3. For certain Services on site and under the conditions defined by the Purchaser, the Supplier may be authorised to use or to connect to the Purchaser's computer network or that of its customer. In the event of unauthorised use or use not directly associated with the performance of the order by the Supplier, one of its subcontractors or any other person for which it is responsible, the Purchaser shall be entitled to terminate the order. The Supplier will be entirely liable for the harmful effects of such usage for the Purchaser or its customer.
- 10.4 In the case of performance of the order on the site of the Purchaser or its customer, that entity shall be entitled to seek from the Supplier at any time the documents providing evidence of the legality of the employment contracts of the staff employed on the site.
- 10.5 The Supplier shall comply with the safety rules and the internal policy in effect at the Purchaser's premises or at its customer's premises, in the event that the services are performed on that entity's site. It will ensure that these rules are honoured by its entire staff working on the site.

11. CONFIDENTIALITY

- 11.1 All documents such as specifications, drawings, plans and all objects such as models, samples, or specimens (hereinafter referred to as the "Information") that were provided to the Supplier or that it produced itself for the Purchaser's requirements, are and will remain the exclusive property of the Purchaser. The Supplier undertakes to use them solely for the Purchaser's requirements.
- 11.2 Unless the Purchaser has given prior written authorisation, the Supplier will keep confidential all the Information that are provided to it by the Purchaser and will take all measures to ensure that the Purchaser's Information is not passed on to a third party either by itself, or its officials, participants, Suppliers or subcontractors.
- 11.3 This confidentiality obligation will be maintained for (i) the whole term of performance of the order and (ii) the five (5) years following the end of the Contract.
- 11.4 The Supplier shall not mention its business relationship with the Purchaser, unless it has the prior written authorisation of the Purchaser.
- 11.5 The Supplier will return to the Purchaser all the Information, as well as any copies that it may have made, after performance of the order or at any time at the Purchaser's request.

12. INTELLECTUAL PROPERTY

- 12.1. The price of the order includes the transfer to the Purchaser of the Supplier's intellectual property rights relating to the Supplies for all territories and for the term of protection of the associated intellectual property rights. The Supplier warrants to the Purchaser that its Supplies are free of all third party rights. It will be held liable with regard to the Purchaser of any complaints from third parties, including all damages relating thereto.

- 12.2 The Supplier fully warrants the Purchaser against any complaint, law suit, application for legal damages, coming from a third party as a result of the use of Supplies that implement intellectual property rights belonging to third parties.
- 12.3 As a waiver from Article 12.1 above, in the event that the Supplies include a software application or a right of usage of a software application, the Supplier shall grant to the Purchaser only one usage licence relating to the software in question. This licence for free and limitless usage in time includes the right to use the associated documentation, to copy the software for its installation, to make any backup copy, to grant freely and without charge one usage sub-licence to any third party of its choice and to authorise that (or those) third party (third parties) to grant a usage sub-licence to their customers.
- 12.4 The Supplier grants to the Purchaser at no cost free usage of the necessary intellectual property rights in the case of termination, for the completion of the Supplies, as well as after extinction of the warranties discussed in Article 8, for maintenance and/or replacement, repair, modification and development of the Supplies.
- 12.5 The Supplier shall inform the Customer - at the latest at the time the order is confirmed - whether the products and services to be delivered contain "open source software"
In the context of this provision "Open Source Software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software . By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License. Should the products and services delivered by the Supplier contain open source software, the Supplier must deliver to the Customer at the latest at the time the order is confirmed the following:
- The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code
 - A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license
 - A written declaration that through the intended use of the open source software neither the products of the Supplier nor the products of the Customer will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.
 - Should the Supplier not respect its obligations described in 12.5 on the day of reception of the order, then the Customer is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

13. TRANSFER OF OWNERSHIP AND RISKS

- 13.1 The transfer of ownership will be effective as at delivery of the Products or progressively as the Services are performed.
- 13.2 The transfer of the risks to the Purchaser occurs at the final reception of the Supplies.

14. TERMINATION, REVOCATION

- 14.1. In addition of any other rights and remedies described to the benefit of the Purchaser, lack of compliance with any of the Supplier's obligations, referred to in these terms and conditions, authorises the Purchaser to terminate the order, in whole or in part, if despite a written notification by registered letter with return receipt requested, the Supplier does not cure it within eight (8) days of its receipt, without prejudice of all legal damages the Purchaser could claim.
- 14.2 No abstention or delay by the Purchaser in the exercise of a right or a recourse resulting from the order may be interpreted as a revocation of such right or recourse.

15. FORCE MAJEURE

Force majeure is defined in accordance with article 1218 of the civil code. If Force Majeure case occurs, the Supplier undertakes to inform the Purchaser as soon as possible.

16. THE CONTRACTING PARTIES, TRANSFER, SUBCONTRACTING, THIRD PARTY.

- 16.1. The orders shall not be performed in whole or in part by an assignee or subcontractor of the Supplier without the prior written agreement of the Purchaser. The Supplier will notify the Purchaser in the event of a change in the person of the Supplier. The Purchaser will have then the option of terminating the order without prior notice.
- 16.2. The Purchaser shall be entitled to assign the order to any third party at any time. It will then notify the Supplier of it by simple letter.
- 16.3. The assignment of the contract must be made in writing and shall release the transferring party from the obligations related to this agreement for the future.
- 16.4. The Supplier undertakes to inform the Purchaser once Supplier's turnover generated in relationship with the Purchaser reaches twenty-five percent (25%) from Supplier's turnover.

Once the threshold of 25% is reached or exceeded, the Supplier undertakes to meet the Buyer in order to implement the necessary measures to avoid economic dependency, in particular by diversifying its activity.

17. Code of Conduct for Siemens Supplier.

- 17.1. The Supplier undertakes to comply with the provisions of the "Code of Conduct applicable to Siemens Suppliers", and will use its best efforts to promote the documents among its own Supplier and to convince them to honour the dispositions.
- 17.2. The Supplier agrees to transmit at Siemens's request, a written self-assessment relating to its company's compliance with the Code of Conduct, within a reasonable time as of the request issued by Siemens, save for any agreement to the contrary.
- 17.3. The Supplier undertakes to preserve correct and complete copies of all internal documents relating to its company's compliance with the Code of Conduct.
The Supplier agrees to supply Siemens with these copies, as well as all reasonably useful information, allowing Siemens to verify the Supplier's compliance with the Code of Conduct.
- 17.4. In the event of lack of compliance by the Supplier with the Code of Conduct, it undertakes to inform Siemens thereof without delay.
If the Supplier's declarations relating to its lack of compliance, or if any other type of allegation issued by the Supplier that threatens the reputation of Siemens should become public, notably via the media, the Supplier then undertakes without delay, at Siemens's request, to supply it with a written certificate relating to its company's lack of compliance with the Code of Conduct or with the allegations at issue.
- 17.5. Siemens and/or its officials, and/or its authorised representatives and/or any third party appointed by Siemens has the right to make unexpected audits in the Supplier's premises, in order to check the Supplier's compliance with the provisions of the Code of Conduct.

Apart from Siemens's option to take any other action deemed reasonable, Siemens shall be entitled to obtain and verify any internal document of the Supplier, provided that these documents are necessary for the proper performance of the contract, and to question any employee of the Supplier concerning the company's compliance with the Code of Conduct.

The Supplier undertakes to collaborate with and assist Siemens at the time of the audit. Siemens may exercise the rights coming from this article throughout the term of the contract and/or order as well as for a period of three (3) years as of the conclusion of that term.

If this audit reports a substantial lack of compliance by the Supplier with the Code of Conduct, it will then be the Supplier's responsibility to cover all the audit costs, apart from any compensation that may be claimed by Siemens.

- 17.6 In addition to the royalties and compensation that Siemens could claim, Siemens has the option of terminating any contract and/or any purchase order issued under this Contract, by serving on the

Supplier a written advance notice and an effective date of termination, in the event that the Supplier:

- (i) violates its obligations stipulated in the first paragraph of this article;
- (ii) refuses to undertake a self-assessment required by Siemens in accordance with the paragraph 2 of this article or unreasonably presents hindrances thereto;
- (iii) unreasonably prevents Siemens from exercising its audit right as described in paragraph 5 of this article.

However, if the Supplier, in the circumstances outlined above, is able to cure all the loss(es) caused to Siemens, Siemens shall then not be able to terminate any contract and/or any order until after expiration of a reasonable grace period granted to the Supplier, enabling it to remedy said shortcoming(s).

17.7. The Supplier shall provide, for Goods and Services provided to the Customer or to third parties designated by Siemens, the necessary organizational instructions and take measures, particularly in the fields of premises and physical security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any contractors, in particular, sub-Suppliers to take equivalent security measures. These obligations will apply, in the conditions mentioned above, to the provision, production, storage, handling, processing, loading and conveyance of the Goods and Services.

18. APPLICABLE LAW AND ATTRIBUTION OF COURT JURISDICTION

18.1. All orders are subject to French law. If agreement cannot be reached out of court, all litigation will be referred to the courts of Paris with jurisdiction.

18.2. These conditions are produced in French and in English. In the event of difficulty in interpretation, only the French version shall be authentic.

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