v.1.0.

General Terms and Conditions of Sale of Goods and Services
Siemens Energy d.o.o. Beograd

1. General Provisions

1.1. The present General Terms and Conditions of Sale of Goods and Services (hereinafter: "**General Conditions**") shall apply **(i)** in all cases where Siemens Energy d.o.o. Beograd, headquartered at Omladinskih Brigada 90v, Belgrade (hereinafter: "**Siemens**"), performs legal transactions in the capacity of seller of goods and/or provider of services, or **(ii)** where these General Conditions are referred to in any individual contract on procurement of goods and/or services, or by way of Confirmation of Purchase Order, or in any other manner agreed with the person purchasing goods and/or services (hereinafter: "**Purchaser**"). These General Conditions are effective as of 1 January 2020.

1.2. A contract shall be considered concluded upon receipt of Confirmation of Purchase Order by Siemens.

1.3. The General Terms and Conditions of the Purchaser shall apply only when accepted in writing by Siemens, or if they do not contradict the present General Conditions. No action, including the acceptance of goods and/or services, payment, etc., shall constitute an act of Siemens' acquiescence to the General Terms of the Purchaser.

1.4. The scope of delivery of goods and/or provision of services (hereinafter: "**Delivery**") shall be defined in an individual contract or through Confirmation of Purchase Order by Siemens.

1.5. Siemens reserves all rights, including intellectual property rights, regarding all documents comprising an offer or Confirmation of Purchase Order, including e.g. specifications, drawings, sketches, catalogues, etc. (hereinafter: "**Documents**"). Documents may not be placed at the disposal of the third parties without prior consent by Siemens, and the documents shall be immediately returned to Siemens at its request. The same treatment shall be accorded to the corresponding documents of the Purchaser. The Purchaser agrees that Siemens may inform its subcontractors and other members of the SIEMENS Group of the contents of such documents.

1.6. In the case where Delivery includes any software products, including all applicable documentation, the "SIEMENS General License Conditions for Software Products for Automation and Drives for Customers with a Seat or Registered Office outside of Germany" shall apply to such software products and documentation. The Purchaser may, upon request, be furnished with the General Licence Conditions for Software Products. At any rate, the Purchaser shall only be granted a non-exclusive right to use the software in a machine readable format of object code in relation with the Delivery and in the manner specified in the documentation on the use thereof, if such documentation exists. The Purchaser may transfer its rights regarding the software only in the case of sale or other transfer of the Delivery to a third party. The Purchaser shall be entitled to make two reserve copies of such software, provided that the use thereof is limited to the abovementioned rights.

1.7. Partial performance of the contract shall be allowed if the Purchaser has no interest in rejecting such partial performance, in case the partial performance is not justified by the nature of transaction.

2. Price and Method of Payment

2.1. Unless agreed otherwise, prices shall be *ex works* (*Incoterms 2010*). Prices shall not include packaging and transportation costs, taxes, duties, fees and other costs payable in accordance with the effective law of the Republic of Serbia. All such costs, taxes and duties shall be borne by the Purchaser in accordance with the effective legislation and/or in the amount dictated by regular market conditions.

2.2. Siemens shall submit to the Purchaser the invoice in the agreed amount specifying all the elements envisaged by the relevant legal provisions. The Purchaser's payment obligation shall be due no later than the last day of the month in which the conditions referred to in Article 3 have been met. After the due date, Siemens shall be entitled to charge Purchaser with statutory arrears interest on such overdue payments.

2.3. In the case the price is expressed in foreign currency, the payment shall be effected in dinars (RSD) at the mean exchange rate of the National Bank of Serbia on the day the invoice is submitted to the Purchaser in the agreed amount specifying all the elements envisaged by the relevant legal provisions.

If the exchange rate of foreign currency in which the price has been agreed changes from the day of invoicing to the day of payment for more than 5%, the payment shall be effected in dinars (RSD) at the mean exchange rate of the National Bank of Serbia on the day of payment and Siemens will, on that account, provide the Purchaser with a corresponding/proper credit or debit note.

2.4. In case the price has been agreed in dinars (RSD), and in the period from the day of Confirmation of Purchase Order or entry into contract to the due date the consumer price index in the Republic of Serbia according to the National Statistical Office changes by more than 1% on average on a monthly basis for each started month of the relevant period, Siemens reserves the right to oblige the Purchaser by debit note to pay the difference in price adjusted accordingly.

2.5. Payment of the price shall be effected exclusively to the bank account of Siemens. The obligation to pay the price shall be considered discharged only if the amount paid is free of any encumbrances and deductions, as well as of any transfer costs and fees. Otherwise, the amount payable by the Purchaser shall be increased by the amount of all such deductions and encumbrances so that Siemens may receive and retain the net amount. Should the payment of the price involve the payment of withholding tax, the Purchaser is obliged to submit the tax payment confirmation concerning the tax thus paid, within four weeks of payment of the invoice per which the withholding tax has been paid.

2.6. If Siemens' obligations involve installation, assembly or other accompanying works, the Purchaser shall bear all the costs incurred in relation therewith.

2.7. Unless expressly agreed, the Purchaser may not compensate its receivables against Siemens with the receivables Siemens claims against the Purchaser.

3. Terms of Payment

3.1. Unless agreed otherwise, the following terms of payment shall apply:

(I) For Deliveries whose value is up to 10,000 Euro, payment shall be effected upon receipt of the Delivery and the submission of invoice;

(II) For Deliveries whose value exceeds 10,000 Euro and the delivery deadline is within three months, 1/3 of the price shall be paid upon entry into contract and the submission of invoice, and the rest upon receipt of the Delivery and the submission of invoice;

(III) For Deliveries whose value exceeds 10,000 Euro and the delivery period exceeds three months, 1/3 of the price shall be paid at the time of entry into contract, 1/3 upon expiry of a half of the delivery period and the submission of pro forma invoices, and the rest upon receipt of the Delivery and the submission of the relevant invoice.

3.2. In the case payment in instalments has been agreed, if one of the instalments is overdue Siemens may declare all the other instalments due for payment immediately.

3.3. Unless agreed otherwise, as a form of security for its contractual obligations the Purchaser shall submit at least three signed blank bills of exchange with proper authorisation, along with proof of registration of the bills of exchange with the National Bank of Serbia.

3.4. Unless agreed otherwise, advance payment shall be effected no later than 15 days of the day of Confirmation of Purchase Order i.e. of the entry into contract. Siemens shall not be obliged to proceed with the Delivery before receiving the advance payment. If advance payment has not been effected even after the expiry of the above-mentioned deadline, Siemens may terminate the contract and request the payment of damages. Should Siemens refrain from terminating the contract, in addition to extending the Delivery deadline to reflect the period during which the advance payment has been overdue, Siemens reserves the rights referred to in Paragraph 5.5.

3.5. In the case the Purchaser's credit rating, as evaluated by *Solvent Rating doo* and published at www.boniteti.rs, is lower than B1, the terms of payment shall be agreed separately.

4. Retention of Title

4.1. The subject of Delivery, in whole or in part, shall remain the property of Siemens until the agreed price has been paid in full. During that time, the Purchaser may not pledge, sell or otherwise dispose of the Delivery or parts thereof. An exception to such prohibition of disposal exists in the case where the Purchaser sells the Delivery and/or parts thereof to the third parties as part of its regular business operations, provided that the Purchaser has informed such third parties of the rights of Siemens in accordance with this Article, and that the third parties have expressly consented thereto. Absence of such information and/or consent shall not result in termination or absence of the rights of Siemens envisaged in this Article, but it will additionally enable Siemens to request payment of damages thus caused by the Purchaser.

4.2. In the case where the Purchaser disposes with the Delivery on behalf of the third parties, the act of disposal shall automatically comprise the assignment to Siemens of Purchaser's receivable against the third party to be collected by Siemens in accordance with Article 444, Paragraph 2, of the Law of Obligations. For clarification, in such case Siemens reserves the right to collect the amount equivalent to the agreed price either from the Purchaser or the third party, whereas the relevant part of Purchaser's obligation shall be extinguished only after the assigned receivable has been collected. Siemens will return to the Purchaser any amount collected from the third party based on the assigned receivable exceeding the amount of debt owed to Siemens by the Purchaser.

4.3. In the case where the Purchaser disposes of the Delivery or parts thereof on behalf of third parties in accordance with the provisions of Paragraph 4.1. together with other deliveries, the provisions of Paragraph 4.2. shall also apply to the part of such deliveries to the third party corresponding to the value of Deliveries to the Purchaser. **4.4.** In the case where Deliveries have been further processed or otherwise modified, the retention of title shall continue to apply so that Siemens will remain the owner of objects thus processed or modified in accordance with this Article. In case the subject of Delivery has been fused or mixed with, or built into another object, Siemens as the owner of the subject of Delivery shall become co-owner of the object created by such fusion or mixture, or of the object the subject of Delivery has been built into, and the provisions of Paragraphs 4.1, 4.2, and 4.3, shall apply *mutatis mutandis*.

4.5. The Purchaser may collect the receivables assigned in accordance with the provisions of Paragraph 4.2. until Siemens notifies otherwise. The right of Siemens to such notification shall exist particularly if the Purchaser is overdue or has stopped making payment of the price, or if there are any circumstances that may be considered grounds for bankruptcy in accordance with Article 11 of the Law on Bankruptcy; the existence of such circumstances need not be established by a decision of the competent state authority but it will be reasonably assessed by Siemens based on the available evidence. At the moment of the notification Siemens shall have the standing to request the third party (debtor of the receivable assigned in lieu of payment) to return the subject of Delivery, or to pay the receivable assigned in lieu of payment.

4.6. The risk of accidental loss or damage to the subject of Delivery shall pass to the Purchaser at the moment it has been handed to it. If the subject of Delivery has been insured, all

receivables based on the insurance shall be deemed assigned to Siemens for the collection of the agreed price.

4.7. Purchaser shall immediately notify Siemens of any claims against the subject of Delivery, be them impending or enforced, and submit all the relevant documentation available.

4.8. In the case of non-performance of contractual obligations on the part of Purchaser, Siemens as the owner may request return of the subject of Delivery in whole or in part, which shall in no manner prejudice its decision to eventually terminate the contract.

5. Delivery Deadline; Default and Consequences

5.1. Timeliness of Delivery is dependant on timely receipt of all documents, applicable permits, approvals, and particularly plans, the provision of which need to be ensured by the Purchaser, i.e. on the performance of Purchaser's obligations that precede the commencement of Delivery, such as advance payment, organisation of the place of delivery, etc. If such conditions have not been met, the delivery deadline shall be extended for the period until the conditions have been met, except where Siemens is liable for delay. The Delivery deadline shall extend for the relevant period in all other cases for which Siemens may not be held accountable, such as *force majeure*, administrative bans, strikes, IT system failures (despite reasonable preventive measures), protests and blockades, delays in the procurement process, etc.

5.2. In the case of delay in Delivery for which Siemens may be held responsible, the Purchaser has the right to collect contractual penalty in the amount of 0.5% of the value of the delayed Delivery for each full calendar week of the delay. The total amount of such contractual penalty may not exceed 5% of the total value of the Deliveries that are the subject of the contract. Along with the request for payment of the contractual penalty, the Purchaser is obliged to submit relevant proof of damages suffered.

5.3. Liability of Siemens for damages caused by delay in Delivery shall exist only in the case of actual damage, while liability for any loss of profit or consequential and indirect damage is excluded. By the collection of contractual penalty in accordance with Paragraph 5.2, any further claims of the Purchaser shall be excluded.

5.4. The Purchaser may terminate the contract due to the delay in Delivery only when the amount of contractual penalty has reached its maximum. In such case, the contractual penalty referred to in Paragraph 5.2 shall be deemed contractual penalty payable for non-performance, and this penalty is the only claim the Purchaser may have against Siemens.

5.5. In the case where timely Delivery is not possible due to circumstances that may be ascribed to the Purchaser (the case of default by creditor), in addition to the extension of deadline in accordance with the provisions of Paragraph 5.1, Siemens reserves the right to request from the Purchaser the payment of expenses incurred by storing and insuring the subject of Delivery for the relevant period, as well as all other logistical costs arising therefrom. Moreover, where the Delivery is delayed for such reasons for more than a month, Siemens is authorised to claim from the Purchaser all additional expenses caused by such delay.

6. Transfer of Risk

6.1. If the Delivery does not include assembly, mounting or installation, the risk transfers at the moment when the Delivery has been ready for dispatching to the agreed place and at the agreed time. The same shall apply where it is agreed that transportation cost will be borne by Siemens, and Siemens hands the goods over to a freight forwarder. Upon request and at the expense of the Purchaser, Siemens will insure the Delivery against usual transportation risks.

6.2. If the Delivery includes assembly, mounting or installation, the risk transfers at the moment when it is received by the Purchaser, or, if so agreed, after the test period. The test period shall last as necessary to establish the proper functioning of the subject of Delivery in accordance with its nature.

6.3. Should the forwarding or delivery, the beginning or the end of assembly or installation, or the takeover by the Purchaser, or the test period be delayed for a reason for which the Purchaser is responsible, or should the Purchaser fail to accept the delivery for any other reason, it shall be deemed that the risk passed to the Purchaser at the moment Siemens was ready to perform its obligation. The rights of Siemens referred to in Paragraph 5.5. shall also apply.

6.4. In the case of delivery by Siemens within the Republic of Serbia, the *Siemens Global Shipping Policy* shall apply. For goods produced in Siemens' production plants, the insurance shall be effective as soon as the goods leave the storage premises from which the goods are sent for further direct transportation; for goods of other suppliers, the insurance shall be effective at the moment of transfer of risk to Siemens, but no earlier than as described above. The insurance shall cease as of the moment the goods are placed in the area envisaged for that purpose by the receiving party at the specified location (exact place of delivery), i.e. as of the moment of placing the goods in the storage. If the goods are placed directly on the ground/foundations, such ground/foundations shall be considered the place of storage.

7. Assembly, Mounting and Installation

7.1. Unless otherwise agreed, assembly, mounting and installation shall be subject to the following conditions: **(i)** The Purchaser shall ensure in a timely manner and at its own expense:

a) all ground and construction works, and other accompanying services that are not within the scope of Siemens' business activities, as well as the necessary skilled and unskilled labour, materials and tools;

b) materials and equipment necessary for assembly, installation and commissioning, such as scaffolding, lifting equipment etc., fuel and lubricants;

c) energy and water at the place of usage, including connections, heating and lighting;

d) suitable dry premises in the field, of sufficient size and capacity to properly and safely store parts, machines, devices, materials, tools, etc., and premises suitable for work and rest of the staff engaged in installation, including suitable sanitary facilities;

e) protective clothing and equipment suitable for specific conditions in the field.

(II) Before the assembly or installation, the Purchaser is obliged to obtain all construction permits and other necessary approval by the competent public authorities, to notify the authorities of the commencement of works, to perform all the activities required by the applicable law, to enable the performance of works within the scope of the Delivery, and to provide all the necessary information regarding the location of underground power lines, gas and water pipes and similar installations, as well as information concerning geotechnical properties of the site.

(III) Before the assembly or installation, the materials and equipment necessary for the commencement of work must be provided in the field and all preparations must reach the phase in which the assembly or installation can start and proceed unhindered in accordance with the agreement. Access roads to the site and the site itself must be suitable for the subject of Delivery.

(IV) Should the assembly, installation or commissioning be delayed due to circumstances for which Siemens is not responsible, the Purchaser shall bear reasonable costs incurred by Siemens due to such delay.

(V) Each week, the Purchaser shall provide Siemens with confirmation of the time spent on the work by the staff engaged in the installation and it shall immediately confirm to Siemens in writing the conclusion of the assembly, installation or commissioning.

(VI) Should Siemens request that the Purchaser perform technical inspection and acceptance of the Delivery, the Purchaser shall do so within a week of Siemens' request, as otherwise it shall be considered accepted. Likewise, Deliveries shall be considered accepted if they have been put into use after any agreed test phase.

8. Acceptance of Deliveries

8.1. Delivery shall be considered performed at the time of transfer of risk in accordance with the provisions of Article 6.

8.2. The Purchaser may not refuse to accept the Delivery in case of minor deficiencies. A deficiency shall be considered minor if it does not preclude regular use or functioning of the subject of Delivery.

8.3. Should the Purchaser refuse to accept the Delivery for any reason, and the Purchaser commences with commercial use of the object of Delivery or disposes of it, it shall be considered that the Delivery has been performed at the moment of commencement of commercial use or disposition thereof, unless agreed otherwise.

9. Liability for the Lack of Conformity

9.1. The Purchaser is obliged to inspect each Delivery at the time of acceptance with due diligence of a good businessperson and expert at the time of acceptance. The Purchaser shall, under the threat of losing the relevant rights, immediately and without delay notify Siemens of any deficiencies discovered during such inspection. The notification of such deficiencies shall contain appropriate description of the deficiency, and reference numbers of the contract, the Confirmation of Purchase Order and/or the Invoice.

9.2. In the case where the Purchaser forwards the Delivery to third parties (buyers) without reloading and inspecting it, Siemens shall not be liable for visible deficiencies, while any latent defects must be reported within six months of the day of Delivery regardless of when the Purchaser handed the subject of Delivery to its buyers.

9.3. Purchaser shall notify Siemens of latent defects as soon as the Purchaser learned thereof and without undue delay. The liability of Siemens for latent defects shall cease six months after the acceptance of Delivery, unless otherwise envisaged by the mandatory provisions of the applicable law. **9.4.** Upon receipt of notification concerning the deficiency referred to in this Article, Siemens shall be authorised to inspect the Deliveries affected by such deficiency and, at its discretion, remedy the deficiency either by way of repair or by replacement of the defective part or of the entire Delivery with a new, deficiency-free Delivery. If Siemens is not allowed to inspect the Delivery, which shall always include the original packaging and the selection of the manner of remedying the deficiency, the liability for such deficiency shall be precluded.

9.5. In the case of failure to remedy the deficiency within a suitably extended deadline, the Purchaser may request that the price be reduced by the amount corresponding to the difference in the value of the subject of Delivery free of any deficiencies and the value of the deficient subject of Delivery at the moment of entry into a contract; alternatively, the Purchaser may terminate the contract in the manner and with the consequences stipulated in Article 15.

9.6. The liability of Siemens shall be precluded in the case of minor inconformity of the Delivery in terms of agreed quality, quantity and performance; the deficiencies that affect the functionality of the Delivery to a small extent only; the deficiencies that appeared after the acceptance of Delivery as a result of improper or negligent handling of the Delivery in the course of installation or assembly that were not performed by Siemens; the deficiencies caused by inadequate storage conditions from the moment of acceptance to the moment of assembly or installation; the deficiencies resulting from the failure to follow the manufacturer's or Siemens' instructions, or from unauthorised servicing of the subject of Delivery, as well as from other circumstances that cannot be ascribed to Siemens.

9.7. All the rights of the Purchaser in relation to any deficiency shall expire 12 months after the timely notification of the deficiency in accordance with this Article.

9.8. The Purchaser may refuse to pay the sale price only in the amount corresponding to the value of works performed in order to remedy the deficiency, or to the value of parts of Delivery that need to be replaced. The above right of the Purchaser shall

also expire 12 months after the day of notification of the deficiency.

9.9. Preclusion or limitation of Siemens' liability in relation to any deficiency shall not be valid in the case of intentional damage or gross negligence, or if Siemens was aware of the deficiency at the moment of acceptance.

10. Warranty for Proper Functioning of the Subject of Delivery

10.1. Warranty for proper functioning of the subject of Delivery shall be 12 months following the day of the receipt of Delivery. The Purchaser shall, under the threat of losing the rights under warranty, immediately notify Siemens of any deficiencies that have appeared after the receipt of Delivery and within the warranty period.

10.2. With regard to timeliness and regularity of notifications, the provisions of Paragraphs 9.1. and 9.2. shall apply *mutatis mutandis*.

10.3. With regard to the manner of remedying a deficiency that has occurred within the warranty period, the provisions of Paragraph 9.4. shall apply *mutatis mutandis*.

10.4. Unless a deficiency is remedied within a reasonable deadline, and the deficiency is of such nature that it does not prevent the Purchaser from using the subject of Delivery despite the deficiency, the Purchaser may claim the contractual penalty amounting to 5% of the value of the part of Delivery affected by the deficiency, and retain the Delivery, whereby Siemens shall be relieved from further obligations. In case the nature of the unremedied deficiency is such that as a result the Delivery lacks the features required for its regular use or trade, the Purchaser may terminate the contract in the manner and with the consequences envisaged under Article

10.5. In the case of minor repair, the warranty shall be extended only for the period in which the Purchaser was not able to use the subject of Delivery, i.e. for the period from the moment of notification of deficiency to the moment the deficiency has been remedied.

10.6. When the entire Delivery has been replaced with a new Delivery, or when substantial repairs have been made to the subject of Delivery due to its malfunctioning, the warranty period shall recommence from the moment of replacement or repair. If a part of Delivery has been replaced or repaired, the warranty shall recommence for that part only. In case of extension of warranty period due to replacement of the entire Delivery or due to replacement or repair of a part of Delivery, that extended warranty period shall in any case expire 18 months after the receipt of the initial Delivery.

11. Industrial Property Rights, Protection from Legal Claims

11.1. Unless agreed otherwise, the Delivery shall be free of any third party claims and rights in terms of protection of intellectual property in the territory of the Republic of Serbia, and of any other property related rights or claims. Should a third party make a claim against the Purchaser on any such legal grounds, and provided that the Purchaser uses the subject of Delivery in accordance with the contract, Siemens shall be obliged to find, at its own discretion, a solution to the claim of such third party, either by obtaining from the third party, at Siemens' expense, the permission to exercise the relevant right, or by modifying or replacing the Delivery so as to eliminate the infringement of third party rights. Should Siemens fail to free the subject of Delivery from such claims by third parties in the manner chosen by Siemens, the Purchaser shall be entitled to terminate the contract in the manner and with the consequences envisaged under Article 15.

11.2. The above obligation of Siemens shall apply under the following conditions: **(i)** the Purchaser has immediately notified Siemens in writing of any such claim by the third party; **(ii)** the Purchaser has not admitted the claim of the third party; **(iii)** the Purchaser has left to Siemens to take all the measures of protection from the claim by the third party, as well as to negotiate with the third party; and **(iv)** in the case the Purchaser has stopped using the subject of Delivery following the claim of the third party, the Purchaser has notified the third party that the suspension of use does not comprise or imply any admission of the third party's claim. **11.3.** Liability of Siemens shall be precluded if the infringement of third party rights occurred for any reason ascribable to the Purchaser, including all cases where the infringement occurred because Siemens abided by the Purchaser's specification, or because the subject of Delivery has been used in the manner that Siemens could not foresee, or because of modifications to the Delivery individually made by the Purchaser, as well as because of the use of the subject of Delivery together with other deliveries not originating from Siemens.

11.4. As regards notification of third party claims, the provisions governing notifications of the lack of conformity shall apply.

11.5. Liability of Siemens on the grounds referred to in this Article shall cease 12 months after the day of receipt of the Delivery, while the rights of the Purchaser shall expire 6 months after the day of notification of Siemens of the third party claim.

12. Confidentiality; Data Protection; Subcontractors

12.1. Each party to the contract undertakes to maintain as confidential all the information concerning the other party or the scope of contract, unless such information has become publicly available or known to either party in another lawful manner.

12.2. The same shall apply to personal data about employees. Each party is bound to protect such information from becoming available to any third parties, to ensure compliance with the Law on Personal Data Protection, and to oblige its employees performing duties in relation to the contract to the same level of confidentiality.

12.3. The Purchaser agrees that Siemens may submit the information about the Purchaser and/or the contract to other members of the SIEMENS Group.

12.4. The Purchaser agrees that the Siemens may assign the contract to any other member of the SIEMENS Group without special consent of the Purchaser.

13. Asbestos

13.1. Purchaser is responsible for ensuring that the Site, including the ambient air and all parts of the plant which form the subject of Siemens' work, are free of asbestos whereby the ambient air shall be deemed as free of asbestos, if the airborne asbestos fiber concentration does not exceed 1000 fibers/m³ measured in accordance with a procedure acceptable to Siemens. Upon request by Siemens Purchaser shall certify these conditions. Siemens shall be entitled to perform corresponding measurements. All necessary measurements shall be effected by a licensed and independent institute.

13.2. In case aforementioned parts or ambient air are not free of asbestos or so long as the absence of asbestos is not ensured, Siemens is entitled to suspend work in the affected areas and to reject any delivery of asbestos-containing parts to its factory or workshop until it is certified by an licensed and independent institute that the Site and the parts are free of asbestos. Siemens may nevertheless agree to perform certain limited scope of work under defined protection measures to the extent determined by the Siemens.

13.3. Siemens shall be entitled to compensation for any additional cost incurred and to an equitable adjustment in schedule. Removal and final disposal of all asbestos shall be performed by a specialist constructor ordered by the Purchaser at Purchaser's expense.

14. Compliance with Export Control Regulations

14.1. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens or work and services (including all kinds of technical support) performed by Siemens to a third party Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Purchaser shall comply with the (re-) export control regulations of the Republic of Serbia, of the European Union and of the United States of America.

14.2. Prior to any transfer of goods, works and services provided by Siemens to a third party Purchaser shall in particular check and guarantee by appropriate measures that

-There will be no infringement of an embargo imposed by the Republic of Serbia, European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by passing those embargos;

- Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; - The regulations of all applicable Sanctioned Party Lists of the Republic of Serbia, European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

14.3. If required to enable authorities or Siemens to conduct export control checks, Purchaser, upon request by Siemens, shall promptly provide Siemens with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Siemens, as well as any export control restrictions existing.

14.4. Purchaser shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof.

14.5. Siemens shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

15. Termination of Contract; Consequences of Termination

15.1. The Purchaser may terminate the contract on the grounds of non-performance in the cases envisaged by the present General Conditions, provided that the Purchaser has first granted Siemens a reasonably extended deadline to remedy the breach of contract entitling the Purchaser to termination thereof, and that the Purchaser has submitted a written notification of termination if the breach has not been remedied within such reasonable deadline.

15.2. In the case of termination of contract by the Purchaser, and in any other case, the liability of Siemens shall be limited to actual damage and shall not exceed the amount equivalent to 30% of the value of Delivery. Liability for any lost profit, indirect or consequential damage is precluded. This limitation and/or preclusion shall not apply in cases of intentional damage or gross negligence on the part of Siemens.

15.3. In the case of termination of contract at Purchaser's will (Article 629 of the Law of Obligations), the Purchaser is obliged to pay the agreed price for the part of Delivery performed thus far, and for the part of Delivery that has been forwarded and not yet received or is in the final stage of being received, while for the remaining part of the Delivery the Purchaser is obliged to pay to Siemens the agreed price reduced by the amount of costs not incurred by Siemens due to such termination.

15.4. Siemens may terminate the contract should the Purchaser fail to perform its obligations to a significant extent, upon prior notification and with all legal consequences arising from such termination.

15.5. If the Delivery became impossible for any reason for which the Purchaser is responsible, or if it is suspended at Purchaser's request (Paragraph 5.5.) for a period exceeding 90 days, Siemens may terminate the contract and request

payment of the amount to which Siemens would be entitled in the case of termination of contract at Purchaser's will (Paragraph 15.3.).

15.6. The Purchaser's claims envisaged by these General Conditions shall be the only claims against Siemens to which the Purchaser is entitled, except for such claims arising from binding provisions of the applicable law and those which the Purchaser may not waive.

16. Applicable Law; Competent Court

16.1. All disputes arising from the contract shall be settled before the Commercial Court in Belgrade, and the law of the Republic of Serbia shall be applicable. The application of the United Nations Convention on Contracts for the International Sale of Goods is precluded.

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