



- the environment and opportunity to start work on time, without interruption, and with adequate and legally compliant health and safety measures in place for onsite work;
  - qualified personnel;
  - a secure internet connection and authorized access to Customer or third-party systems (as required);
  - reasonable support to ensure that all obligations required by local authorities for the commissioning, acceptance, and use of the Services are met;
  - timely acceptance (where required), input and feedback;
  - lockable rooms for storage and adequate working and recreation rooms for Siemens or their subcontractors, including appropriate sanitary facilities;
  - all necessary information about the location of concealed electric, gas, water, and fiberoptic lines or similar installations, and the static and sub-surface conditions of the site.
- b. obtaining any permits and approvals from relevant authorities, except if only Siemens can obtain these;
- c. ensuring cooperation by any third parties retained by Customer; and
- d. for time and material Orders confirming with Siemens the hours worked on a time basis. Siemens time sheets are deemed accepted within 10 days of submission unless Customer identifies a material reason in writing to reject them.

## 2.2. Scheduling and management

Siemens is not responsible for scheduling, planning, project management, or any resulting delay or cost.

## 2.3. Hazardous materials and environmental conditions

, Customer will handle, store, dispose, and remediate the effects of any hazardous waste, hazardous materials on-site (including asbestos), geological or geothermal conditions, archaeological findings, or other conditions that require special treatment or have a negative effect on the Services or the environment.

Customer will refund Siemens for all services and costs caused by the discovery or handling of any such materials or conditions. If a health or safety risk arises during the provision of the Services, Siemens may suspend the Services until such risks are eliminated.

## 2.4. Remote support

2.4.1. **Remote support.** Siemens is entitled to provide the Services remotely.

2.4.2. **Remote access.** In case of remote access by Siemens, Customer shall at its own expense:

- a. provide an access-controlled internet connection (e.g. wired or wireless broadband connections via DSL, UMTS or LTE) that meets the technical requirements of a secure remote connection;
- b. grant Siemens necessary access to the objects of the Services;
- c. activate and accept each remote access of Siemens (if contractually agreed); and
- d. have a qualified person authorized by Customer who is familiar with Customer's objects of the Services s site.

2.4.3. **Use of a Siemens remote access functionality.** If agreed in the Order, Siemens shall provide a remote access functionality. Customer shall satisfy itself that the security standards are compatible with

2.4.4. **Use of Customer Remote Access Functionality.** If Customer provides a remote access functionality ("Customer Remote Access Functionality"), Customer shall ensure the confidentiality and integrity of the remote connection and availability of this functionality. Siemens excludes any liability for the use of this Customer Remote Access Functionality. Siemens can reject the use of the Customer Remote Access Functionality if this functionality does not comply with common security standards.



## 6. Services warranty period

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### 6.1. Original warranty period

The warranty period for Services is 90 days following completion of the Services or acceptance (if agreed).

### 6.2. Warranty period for re-performed Services

The warranty period for re-performed Services is 30 days from reperformance if the original warranty period expires earlier. In any event, the warranty period shall end no later than 120 days from the beginning of the original warranty period.

## 7. Defects and claims

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### 7.1. Notification

Customer will notify Siemens in writing of any breach of this Services warranty promptly upon discovery and always within the applicable warranty period.

### 7.2. Remedies

Siemens will remedy all breaches by reperforming the Services (onsite or remote) within a reasonable time.

### 7.3. Duty of cooperation and reimbursement

If reperformance is necessary, Customer will:

- a. at no charge to Siemens:
  - provide access to the defective portions of the Services;
  - perform any necessary disassembly and reassembly;
  - provide access to operation and maintenance data; and
- b. pay Siemens for any diagnostic and remedial work if it is established that no breach of the warranty existed.

### 7.4. Failure to remedy

If Siemens is unable to remedy the breach using commercially reasonable efforts:

- a. Customer may terminate the Order in line with the Base Terms; and
- b. Siemens will refund the fees paid for the non-conforming portion of the Services.

## 8. Warranty exclusions

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### 8.1. Time limit

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

### 8.2. Exclusions

Siemens excludes any warranty or liability for:

- a. faulty or negligent handling, or unusually excessive use;
- b. noncompliance with instructions in the Order, manuals, and similar documents available to Customer;
- c. non-reproducible software errors;
- d.
- e. modifications or repairs made by anyone other than Siemens or their authorized representatives.
- f. use of or implementation of suggestions, recommendations, reports or other documents including their outcome.

