

Standard Terms and Conditions for Consulting Services of the Division DF for Customers with a Seat or Registered Office Outside of Germany

October 2018

1. Scope and execution of the Services / contractual documents

- 1.1. The scope, quality, and all conditions for the consulting services and any other services to be provided by Siemens ("Services") are exclusively defined in the specification of Services and these "Standard Terms and Conditions for Consulting Services of the Division DF for Customers with a Seat or Registered Office Outside of Germany" (collectively referred to as "Contract"). The Contract contains the entire agreement between the parties.
- 1.2. Any terms and conditions of the Customer shall apply only where expressly accepted in writing by Siemens.

2. Performance by Siemens

- 2.1. Unless the type of service requires performance at a specific location, the Services may be performed at a location of Siemens' choice or by remote access. Siemens may decide the manner in which the Services are provided.
- 2.2. Siemens will begin the Services within a reasonable period of time following the conclusion of the Contract and will perform any Services that must be provided on-site or by remote access during its normal service hours (Monday to Friday, 8.00 a.m. to 5.00 p.m., excluding national and/or local holidays), unless otherwise agreed to or otherwise stated in the specification of Services.
- 2.3. Siemens is permitted to subcontract Services to subcontractors. If Siemens commissions subcontractors, Siemens shall remain responsible for Services performed by such subcontractors pursuant to any relevant statutory regulations.
- 2.4. Nothing in this Contract shall be deemed to create an employment relationship between Siemens and the Customer or any of their personnel or subcontractors.
- 2.5. The Customer may not issue instructions to Siemens' employees. Siemens is free to select and allocate the personnel deployed for the performance of the Services. Siemens alone shall pay for all compensation and social benefits of its employees.
- 2.6. Upon Siemens' request, the Customer shall promptly inform the Siemens personnel of all obligations towards the local authorities (such as police registration, etc.) and shall assist such personnel in their dealings with the local authorities. Customer shall provide Siemens all support reasonably required to procure all necessary entry, residence, and work permits.

Any delay in performance of the Services caused by impossibility or delay in obtaining the necessary entry, residence, or work permits which is not solely attributable to Siemens shall not constitute a breach of Siemens' contractual obligations, and Siemens shall be entitled to an adjustment of the deadlines for performance.

3. General Duties of Cooperation

- 3.1. The Customer shall provide all assistance necessary to permit Siemens to commence performance of the Services on time and to carry out the Services in an uninterrupted manner.
- 3.2. In particular, to the extent required or deemed advisable for the performance of the Services (in particular Remote Services), Customer shall promptly perform the following general duties of cooperation free of charge:
 - (i) Provide up-to-date, correct, and complete documentation and information necessary for the provision of the Services (e. g. documentation of the machinery, system, plant or other equipment of Customer, configuration drawings, fault reports);
 - (ii) Provide unrestricted access to the machinery, system, plant, and other equipment of Customer;
 - (iii) Provide infrastructure such as electricity, heating, air-conditioning, Internet access, telephone connection, remote access, office space, photocopiers, printers, and other auxiliary equipment required by Siemens on the Customer's premises;
 - (iv) Provide qualified personnel with the necessary expertise to actively and promptly support Siemens in the performance of the Services;
 - (v) Perform regular data backup;

- (vi) Coordinate any third parties commissioned by the Customer;
- (vii) Ensure proper working conditions on-site in compliance with all applicable laws and regulations regarding occupational safety and accident prevention (e.g. provide instructions and briefing regarding hazards at the plant for personnel and machinery, provide Customer's safety regulations, provide protective clothing and equipment) to protect the health and safety of Siemens personnel and subcontractors.

- 3.3. If Services cannot be performed in the specified manner or are delayed due to reasons for which Siemens is not solely responsible, particularly because the Customer has not timely performed its general or special duties of cooperation or has culpably missed an agreed deadline, Siemens may separately charge to the Customer any additional expenses incurred, including all waiting periods. Furthermore, any impacted dates and deadlines in the Contract shall be reasonably adjusted to address such delay.

4. Prices and Terms of Payment

- 4.1. The price to be paid by the Customer under this Contract shall hereinafter be referred to as the "Contract Price".
- 4.2. The Contract Price is exclusive of any indirect taxes (such as property, license, sales, use, value added, or similar tax) or any duties, customs, or public charges related to the Contract. The Customer agrees to pay or reimburse Siemens for any taxes, customs, duties, or other public charges levied on Siemens. All payments shall be made to Siemens' bank account specified in the applicable invoice without deduction (e.g. deduction of withholding tax) within 14 days after issuance of the invoice. If the Customer is required to make a deduction by law, the sum payable shall be increased so that Siemens receives a net amount equal to the amount invoiced. The Customer shall promptly submit to Siemens tax receipts from the relevant tax authorities in connection with payments under this Contract.
- 4.3. Unless otherwise agreed, the Customer shall bear all incidental costs, such as travel expenses and daily allowances, in addition to the Contract Price.
- 4.4. Without prejudice to any other rights it may have, Siemens may charge interest at a rate 9% above the current base lending rate of the European Central Bank on any overdue payments.
- 4.5. Each party must pay all sums that it owes to the other party under this Contract free and clear without any set-off, counterclaim, deduction, or withholding of any kind, unless otherwise agreed in writing or as may be required by law.

5. Delay

- 5.1. Any agreed dates for performance of the Services or any portion thereof shall be extended by a reasonable period of time if, and to the extent that, Siemens is delayed or impeded in the performance of its obligations by any act or omission of a third party or Customer. This includes without limitation the delivery of required documents (such as necessary permits and approvals) to Siemens, timely performance of any work to be undertaken by the Customer or any third party appointed by the Customer, or compliance with the payment terms.
- 5.2. If Siemens does not meet any binding dates solely due to the fault of Siemens, the Customer shall be entitled to liquidated damages in an amount equal to 0.5% of the agreed price for the delayed portion of the Services per complete week of delay, but only to the extent Customer has suffered demonstrable loss as a result of such delay. Aggregate liquidated damages payable pursuant to this Section shall not exceed 5% of the agreed price for the delayed portion of the Services.
- 5.3. This Clause 5 and Clause 14.2 (i), below, set forth the entire and exclusive liability of Siemens for delay. To the extent permissible under applicable law, all other rights and remedies of the Customer for delay are hereby expressly excluded.

6. Force Majeure

- 6.1. A "Force Majeure Event" means any event which is beyond the reasonable control of a party or its subcontractors, which could not have been prevented by good industry practice and which results in a party (the "Affected Party") being unable to perform or being delayed in performing all or part of its obligations under this Contract. Force

- Majeure Events include but are not limited to, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on Siemens' IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions.
- 6.2. If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the Contract for as long as the Force Majeure Event persists, including any reasonable time thereafter necessary to recover from the effects of such Force Majeure Event.
- 6.3. The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.
- 6.4. If one or more Force Majeure Events, including their effects, persist for a cumulative period of at least 180 days, either party may terminate the Contract by providing the other Party written notice of termination with regard to the portion of the Services not yet provided. Customer shall compensate Siemens for the Services provided prior to the date of termination as well as its unavoidable costs related to such termination.
- 7. Variations, Changes to the Services**
- 7.1. Either party may at any time request in writing changes, modifications, or additions to the scope of the Services (hereinafter referred to as a "Variation"). Upon receipt of such request, the other party shall comment on the change request within 10 working days. The Customer may not reject a change request that would result in cost advantages without significant reduction in performance without good reason. If the Customer rejects an offer from Siemens related to a Variation requested by the Customer, the Customer will be charged separately for the quotation on the basis of Siemens' price lists valid at that time.
- Siemens is not obliged to give effect to the Variation until it has been agreed in writing by the parties.
- 7.2. Performance shall comply with current engineering standards and codes of practice, as well as Customer's site rules, provided they have been expressly agreed, are applicable on the effective date of the Contract, and are mandatory for the Services to be performed by Siemens. Performance shall also comply with current laws, approvals, decisions, or guidance issued by courts or public authorities to the extent the Customer has provided notice of such to Siemens if and to the extent they are applicable on the effective date of the Contract and are mandatory for the Services to be performed by Siemens.
- 7.3. If applicable engineering standards and codes of practice, laws, approvals, decisions, or guidance issued by courts or public authorities or Customer's site rules are amended or supplemented after the effective date of the Contract, Siemens shall be entitled to an adjustment of the Contract, including a reasonable adjustment of the Contract Price, the schedule, and the scope of Services, in order to compensate for or reflect the impact of such changes. The Parties shall agree on the necessary changes on a good faith basis and shall record these in a written amendment.
- 8. Quality of Services, Defects Liability**
- 8.1. The Services shall be performed in substantial conformance with the specification of Services, in a professional manner, and with a level of care that would be reasonably expected of a comparable third party under similar circumstances. Siemens does not guarantee nor does Siemens owe a specific result to Customer.
- 8.2. If Siemens does not deliver the Services in accordance with Clause 8.1 for reasons solely attributable to Siemens, and provided the Customer notifies Siemens in writing within 14 days of discovery of the defect, Siemens shall be given a reasonable period of time and opportunity to re-perform the Services at its own expense. If Siemens fails at least three times to provide the Services in accordance with the Contract, the Customer shall be entitled to terminate the Contract in writing in accordance with Clause 14.2 (ii).
- 8.3. There shall be no warranty claim for insignificant deviations from the agreed quality, for minor impairments in utility of the Services, for defects caused by the provision of incorrect or incomplete information, data, unsuitable equipment or other contributions by the Customer, nor for special external influences which are not identified within the Contract.
- 8.4. The interpretation, use or implementation of Siemens' reports, suggestions, or recommendations resulting from the Services shall be the sole responsibility of the Customer. Siemens does not assume any liability, warranty, or guarantee with regard to the interpretation, use or implementation of such reports, suggestions, or recommendations, including the outcome thereof, nor for actions or omissions based on such reports, suggestions, or recommendations.
- 8.5. If Siemens does not comply with the standard described in Clause 8.1, the Customer may only withhold payments to an extent that is in reasonable proportion to the defective Service. The right of retention shall cease with the expiry of the defects liability period. If Siemens re-performs allegedly defective Services and it is determined that the Services were not defective, the Customer shall pay Siemens for such re-performance.
- 8.6. The defect liability period for any portion of the Services shall expire 12 months after performance by Siemens. For Services re-performed pursuant to Clause 8.2, the defect liability period is 6 months from the date of re-performance, unless the original 12-month defect liability period would end later in which case the original defect liability period shall apply. In no event shall the defect liability period extend later than 24 months from the initial delivery or performance of the Services. If the Service performance includes delivery of a deliverable, e. g. a report, the Service shall be deemed to have been performed upon delivery of such deliverable to the Customer.
- 8.7. This Clause 8 sets forth the Customer's exclusive remedy and Siemens' entire liability for any claimed defects in the Services. Any other liability of Siemens for defective Services, including any statutory or implied warranties of merchantability, fitness for a particular purpose, or otherwise is hereby expressly disclaimed and excluded from this Contract to the fullest extent permitted by applicable law.
- 9. Intellectual Property**
- 9.1. If a third party asserts a legitimate claim against the Customer that the Services infringe an intellectual and industrial property right ("IPR") owned by such third party, then subject to the following provisions of this Clause 9, Siemens shall, at its option and expense, either
- obtain a right for the Customer to use the relevant IPR in connection with the Services;
 - modify or re-perform the Services so as not to infringe the relevant IPR; or
 - replace the infringing portion of the Services.
- If, in the opinion of Siemens, none of the foregoing is commercially reasonable, Siemens will provide a refund of the fees paid for the Services in an amount reasonably proportionate to the portion of the Services which may not be utilized due to the IPR infringement.
- 9.2. Siemens' obligations in Clause 9.1 are subject to the following conditions:
- the Customer has promptly notified Siemens in writing of the third party's claim and furnished Siemens with a copy of all communications, notices, or other documents relating to the alleged infringement,
 - the Customer does not concede infringement and provides Siemens with the authority, information, and assistance reasonably required by Siemens to defend or settle such claim, and
 - the Customer gives Siemens sole control of the defense (including the right to select counsel) and the sole right to settle such claim.
- 9.3. If as a result of an infringement claim the Customer ceases to use all or any portion of the Service results or deliverable, it shall provide written notice to the third party alleging infringement that its voluntary cessation of use is not and shall not be deemed an admission of IPR infringement.
- 9.4. Any liability of Siemens pursuant to this Clause 9 shall be excluded if the Customer (including its agents, employees, or contractors) is responsible for the claimed IPR infringement. Customer shall be deemed responsible for the claimed IPR infringement if the IPR infringement was caused by (i) the specific demands of the Customer, (ii) by use of the Service results or deliverables for a purpose or in a manner not foreseeable by Siemens, (iii) by modification of the Service results or deliverables by the Customer (including its agents, employees, or contractors), or (iv) by use or integration of the Service results or deliverables with any equipment or materials not provided by Siemens as part of the Services.

9.5. This Clause 9 sets forth Siemens's entire liability and the Customer's exclusive remedy for infringement of third party IPR and any other third party rights by the Services or the results thereof. Any other rights or remedies of the Customer with regard to infringement of IPR and any other third party rights by the Services or the results thereof are hereby disclaimed and excluded to the fullest extent permissible under applicable law.

10. Liability

Unless otherwise explicitly stipulated in this Contract, this Clause 10 shall exclusively govern the liability of Siemens for damages, costs, and expenditures, regardless of the legal theory upon which it is based, including, but not limited to liability in Contract, tort (including negligence), misrepresentation, indemnity, warranty, or otherwise.

- 10.1. Siemens shall be liable for bodily injuries and for intentional acts or omissions as required by applicable law.
- 10.2. In no event shall Siemens be liable, whether based in indemnity, contract, tort (including negligence and statutory duty), or otherwise for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Customer's contracts with third parties, or for any indirect or consequential damage. To the fullest extent permissible under applicable law, in no event shall Siemens' total liability under this Contract exceed 50% of the Contract Price.
- 10.3. Any limitations of liability set forth in this Contract shall also apply for the benefit of Siemens' subcontractors, employees, agents, or any other person acting for or on behalf of Siemens.
- 10.4. Any and all liability of Siemens under this Contract shall cease with the expiry of the defects liability period described in Clause 8.6.
- 10.5. All other rights and remedies of the Customer against Siemens not expressly stipulated in this Contract are hereby excluded and disclaimed to fullest extent permissible under applicable law.
- 10.6. For the avoidance of doubt, this Clause 10 shall survive any termination of this Contract.

11. Right of Use

- 11.1. Each Party shall remain the owner of all data, information technology, software (including source code), including any inventions suitable for the registration of property rights, associated documentation, design descriptions, specifications, formulas, drawings, copyrights, patents and know how (collectively, "Intellectual Property"), insofar as such Intellectual Property was created prior to execution of the Contract or is created or developed independent from the provision of Services under this Contract.
- 11.2. Any Intellectual Property that Siemens develops in connection with the provision of the Services shall be the sole property of Siemens. Upon full payment of the Contract Price, the Customer shall receive the non-exclusive and non-transferable right to internally use any information, suggestions, recommendations, or deliverables provided to the Customer by Siemens as a result of the Services.
- 11.3. The Customer grants to Siemens, including its Affiliates and subcontractors, the right to use any Customer Intellectual Property that the Customer discloses or provides to Siemens within the scope of this Contract solely for the purpose of providing the Services. For purposes of this Contract, "Affiliate(s)" shall mean any legal entity which directly or indirectly is controlled by Siemens, controls Siemens, or is controlled by a company which directly or indirectly controls Siemens.
- 11.4. Customer grants Siemens, its Affiliates, and its subcontractors the worldwide, unrestricted, and perpetual right to host, store, copy, modify, process, analyze, access, transmit, and use information and data which was provided by Customer, collected for or in connection with the provision of the Services by Siemens, or included in any deliverables (all, "Collected Data") for Siemens' internal purposes (e.g. development or improvement of products and services). On an aggregated basis with other data and in a form that does not identify Customer, Siemens, its Affiliates, and its subcontractors may also make Collected Data publicly available (e.g. for information and industry trends, benchmarking data). These rights of use shall not exist with respect to data for which Customer holds registered intellectual property rights.

12. Data Protection

Siemens and the Customer shall comply with all relevant statutory provisions regarding protection of personal data. The Customer is obliged to perform any legal prerequisites (e.g. obtain declaration of consents) to enable Siemens to perform the Services without any breach of any applicable law or regulation. The Customer shall be responsible to take appropriate measures to prevent access by Siemens to personal data or trade secrets of the Customer while providing the Services. In the event it is not feasible for the Customer to prevent Siemens' access to personal data of the Customer, the Customer shall promptly inform Siemens in all cases prior to Siemens commencing performance of the Services. The Customer and Siemens shall then agree on the actions to be taken.

13. Confidentiality

- 13.1. The parties shall use any documents, know-how, data or other information provided by the other party ("Information") exclusively for the purpose of this Contract and shall keep Information confidential subject to the following. A receiving party may disclose Information to its employees and third parties who reasonably need to know such Information, provided such employees and third parties are bound by equivalent confidentiality obligations. The party disclosing Information shall be liable for any breach of such confidentiality obligations by its employees or third parties.
- 13.2. The confidentiality obligation set forth herein shall not apply to Information which:
 - (i) is or becomes part of the public domain other than by fault of the receiving party;
 - (ii) is disclosed to the receiving party in good faith by a third party who is entitled to make such disclosure;
 - (iii) is developed independently by the receiving party without reliance on Information;
 - (iv) was known to the receiving party prior to its disclosure by the other party; or
 - (v) is required to be disclosed by law (subject to the receiving party's obligation to notify the disclosing party in a timely manner of such requirement).
- 13.3. The confidentiality obligations set forth in this Clause 13 shall survive the expiration or termination of this Contract by 5 years.

14. Termination, Suspension

- 14.1. Either party may terminate this Contract with immediate effect upon written notice if the other party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, or continues business under a receiver, trustee, or manager for the benefit of its creditors or goes into liquidation.
- 14.2. Except as provided in Clause 14.1, the Customer may terminate the Contract only under the circumstances set out below, and in each case only upon 14 days written notice to Siemens:
 - (i) In the event of delay, if (i) the maximum liquidated damages under Clause 5.2 are payable, (ii) a reasonable period of time for performance has been granted to Siemens and has expired, and (iii) within that time period Siemens has not provided a commitment to pay additional liquidated damages beyond the maximum set forth in Clause 5.2 in respect of the continuing period of delay, or
 - (ii) if Siemens has materially breached the Contract more than once and has not remedied the breach within a reasonable period after receiving a written notification from the Customer specifying the breach.
- 14.3. Any termination by the Customer shall have no effect on any portion of the Services performed prior to the termination. In the event of termination pursuant to Clause 14.2, Customer shall remain liable to pay Siemens for all fees, costs and expenses related to any portion of the Services already performed prior to the effective date of termination.
- 14.4. Notwithstanding any other rights it may have under the Contract, Siemens may terminate the Contract:
 - (i) if the Customer comes under the direct or indirect control of any competitor of Siemens;
 - (ii) if the Customer materially breaches the Contract and does not remedy the breach within a reasonable period after a notification by Siemens;

- (iii) if the Customer is in default on making any payment or in providing any payment security required under this Contract for more than 60 days; or
 - (iv) if the Contract has been suspended for more than 60 days pursuant to Clause 14.6 below.
- 14.5. In the event Siemens terminates the Contract, Siemens shall be entitled to recover from the Customer the Contract Price, less any saved or avoided expenditure, plus any additional costs or expenses incurred by Siemens due to such termination.
- 14.6. Siemens may suspend performance of its obligations under the Contract, if:
- (i) the Customer is in default on making any payment;
 - (ii) the Customer fails to perform any obligations or duties of cooperation necessary to enable Siemens to perform the Services; or
 - (iii) the Customer otherwise materially breaches the Contract.
- 14.7. If Siemens suspends the Contract in accordance with Clause 14.6, the Customer shall become immediately liable to pay Siemens for all portion of the Services already performed. Additionally, the Customer shall reimburse Siemens all reasonable additional costs and expenses already incurred or incurred as a result of such suspension (e.g. payments to subcontractors, costs associated with waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of such suspension unless Siemens elects to terminate in accordance with Clause 14.4 (iv).
- 15. Remote Services**
- 15.1. Siemens is entitled to provide the Services via secure remote access ("Remote Services").
- The Customer shall verify that the security concept for remote access proposed by Siemens (see Common Remote Service Platform cRSP – security concept in its current version) is compatible with the technical capabilities of Customer and the Customer's safety, cyber security, and other requirements. The Customer remains at all times responsible for the safety of people, machines, and the serviced objects.
- The Customer shall grant Siemens access to the serviced objects via remote access and take the steps necessary to enable such remote access. The Customer shall provide an internet connection (e.g. broadband cable connection or ISDN connection), which meets the technical requirements for a remote connection. The costs for such internet connection shall be borne by the Customer.
- 15.2. Siemens is entitled to modify or amend the existing security concept, so long as the performance of Services via remote access is not compromised. Siemens will notify the Customer prior to implementing an amended security concept. If implementation would be contrary to the Customer's reasonable interests, the Customer shall give written notice to Siemens within 4 weeks after receipt of the notice of the intended change in security concept. If Siemens and the Customer are unable to agree on the security concept within 4 weeks after the receipt of Customer's notice that Siemens' proposal is contrary their interest by Siemens, the Customer is entitled to terminate the Contract only with respect to that portion of the Services that involve Remote Services. In the event Customer exercises such termination right, Clause 14.3 shall apply. In the absence of timely notice to the contrary, the proposed amendments to the security concept shall be deemed accepted by the Customer 8 weeks after Siemens's notice, and Siemens shall be entitled to implement the amended security concept.
- 16. Dispute Resolution, Applicable Law**
- 16.1. The Contract and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its choice of law rules. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 16.2. All disputes arising out of or in connection with the Contract, including any question regarding termination or any subsequent amendment of the Contract, shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC"). If the value of the total matter in dispute, including the value of any counterclaims, is less than €1,000,000, the tribunal shall consist of a single arbitrator and if the value of the total matter in dispute is €1,000,000 or more, the tribunal shall consist of a panel of three arbitrators. If the tribunal consists of three arbitrators, each party shall nominate one arbitrator for confirmation by the ICC. Once confirmed, those two arbitrators shall agree on the third arbitrator within 30 days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the 30-day period, the ICC shall select and appoint the third arbitrator.
- 16.3. The seat of arbitration shall be Zurich, Switzerland. The language to be used in the arbitration proceeding shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).
- 16.4. Upon request of a party, the arbitral tribunal shall order any claiming or counterclaiming party to provide security for the legal and other costs of any other party related to that claim or counterclaim, by way of bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate.
- 17. Export Regulations**
- 17.1. Siemens shall not be obligated to fulfill this Contract 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.
- 17.2. If the Customer transfers works forming part of the Services (hardware, software, or other technology, including corresponding documentation, works, or services, regardless of the mode of provision, and including any technical support) provided by Siemens to a third party worldwide, the Customer shall comply with all applicable national and international (re-) export control regulations. In any event the Customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, the European Union, and the United States of America.
- 17.3. If required to conduct export control checks, the Customer, upon request by Siemens, shall promptly provide Siemens with all information pertaining to a particular end customer, the destination, and the intended use of the relevant works, as well as any existing export control restrictions.
- 17.4. The Customer shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost, or damages arising out of or relating to any non-compliance with export control regulations by the Customer, and the Customer shall compensate Siemens for all losses and expenses resulting therefrom, unless such non-compliance was not caused by the fault of the Customer. This provision does not imply a change in the statutory burden of proof.
- 18. Miscellaneous**
- 18.1. The Customer may not assign this Contract or any part thereof without Siemens' prior written approval. Siemens may assign the Contract or any part thereof to an Affiliate.
- Siemens may also assign the Contract or any part thereof to a third party, in the event of a sale or other transfer of all or part of the relevant Siemens business to a third party.
- 18.2. If any provision of this Contract is prohibited or rendered invalid, or otherwise unenforceable, this shall not affect the validity or enforceability of any other provision. The parties shall use their reasonable efforts to substitute any such provision with an enforceable provision that achieves as closely as possible the intent and result of the original provision.
- 18.3. Any amendments, changes, or additions to this Contract must be made in the form of a written agreement signed by both parties.
- 18.4. No delay or omission by either party in exercising any right, power, or remedy provided by law or under this Contract shall affect, impair or operate as a waiver of such right, power, or remedy.
- 18.5. This Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior and contemporaneous agreements, promises, assurances, warranties, representations, or understandings between the parties, whether written or oral. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not expressly set forth in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.