

General Purchase Conditions

1. Scope (purpose) and conclusion of contracts

1.1 These General Terms and Conditions of Purchase (the "Purchase Conditions") shall apply to the Supplier's products and services, unless otherwise agreed. Other standard general terms and conditions, especially the standard terms and conditions of the Supplier, shall not apply even if they are not expressly challenged in individual cases or if the ordered products/services have been accepted without reservation.

1.2 For all legal purposes, the provisions of these Purchase Conditions and the Purchase Order shall be considered as a contractual instrument and shall be binding on the Parties in their terms and conditions.

1.3 The Purchase Order(s) and their acceptance ("Purchase Order Confirmation") and all agreements between the Customer and the Supplier to perform the contract shall only be valid if made in writing. Email transmissions and documents that are e-signed or digitally signed through platforms such as DocuSign and others meet the same requirements as the written format.

1.4 The Supplier shall accept the Purchase Order by returning its Confirmation within two weeks, otherwise the Customer shall be entitled to cancel the Purchase Order. If the Purchase Order Confirmation contains deviations or differences from the Purchase Order (even if such deviations and differences are not substantial), such deviations and differences will only become effective if expressly consented to by the Customer.

2. Delivery, place of performance, failure to meet delivery times, business interruption.

2.1 The agreed delivery times must be binding and described in the Time Schedule attached to the Purchase Order or in the Purchase Order itself. The Customer shall be notified immediately of any circumstance that prevents the delivery deadline from being met or delays delivery. The time at which the products or services are received at Customer's premises or at the place where they are to be delivered/performed, as described in the Purchase Order ("place of fulfillment"), will determine whether the deadline for receipt of the products or performance of the service has been met.

2.2 Partial deliveries must require the prior consent of the Customer.

2.3 In the event of delay in the delivery or completion of the services, Customer shall be entitled to demand a non-compensatory fine of 1% of the value of the products or services, per full week or fraction of a week in which the delivery has been delayed, up to a maximum of 10% of the value of the products or services contracted. Other rights (including but not limited to the right to terminate, cancel, and claim damages) remain unaffected. The Customer shall retain the right to claim other demonstrably greater losses and damages and the Supplier shall be entitled to prove that the losses are significantly less or that no loss was actually incurred.

2.4 Unconditional acceptance of late delivery of products or services does not imply that the Customer is waiving any rights it may have to compensation for late delivery of products or services.

2.5 In the event of short-time work, interruption of business activity and other cases of stoppage that prevent the Customer from accepting deliveries in the affected area through no fault of its own, the parties will agree on an appropriate alternative date as far as possible. Until a suitable alternative date is agreed, mutual contractual obligations will be suspended for the duration of the event. If possible, the Customer shall contact the Supplier in good time.

3. Supply of Spare Parts

The Supplier shall ensure that spare parts for the supplied item are available for a minimum period of ten years after the completion of the manufacture of the product series. The resources and drawings required to produce spare parts must also be maintained during this period. This retention obligation will expire after the end of this period and upon written agreement with the Customer. Any refusal must be duly justified.

4. Prices & Payment Terms

4.1 The Price specified in the Purchase Order is binding. Prices are "delivered to the premises", DDP Incoterms 2020, including packaging. Unless otherwise agreed, the Price specified in the Purchase Order is fixed and not subject to any adjustment and its base date shall be the date of issuance of the Purchase Order. The Purchase Order Price includes any and all products and services for the perfect fulfillment of the purpose of the Purchase Order and shall be the sole remuneration due to the Supplier. Thus, the Supplier declares to have taken into account each and every one of the circumstances influencing the Price.

4.2 Invoices must be sent to the address specified in the Purchase Order, in accordance with applicable law, indicating the Purchase Order number. If the Purchase Order is incomplete, the invoices will not be paid and will be returned to the Supplier. The Customer shall not be liable for delays resulting from errors/omissions in the Purchase Order. A separate invoice must be issued for each Purchase Order. The invoice must be structured according to the

Purchase Order. Down payment and partial payment invoices, as well as final invoices, must be identified as such. In the case of the provision of services, the worksheets (reports) signed by the Customer and the Supplier must be attached to these invoices.

4.3 Invoices must be paid within 60 days of delivery of the products or services and receipt of the invoice by the Customer.

4.4 The Customer may make any and all withholdings on payments to which it is required by law or court order, without prior notice. Withholdings made pursuant to this clause may not be reimbursed to the Supplier, who shall take them into account when setting the price. In addition, for the purposes of the Purchase Order, taxes will be paid by the taxpayer, as defined in the tax applicability rule, with no refund.

4.5 In any case of non-compliance, supply and/or provision of services in disagreement with the Purchase Order, the Customer may withhold the payments due to the Supplier until the Supplier resolves the situation of non-compliance, without this giving rise to the right to claim for late payment.

4.6 The Supplier may not, under any circumstances, deduct, negotiate, transfer or in any other way assign the credits arising from the respective Purchase Order to banks, factoring companies or third parties, without the prior and express authorization of the Customer.

5. Proof of Acceptance and Risk Transfer

5.1 The Customer requires formal acceptance of products and/or services. The Customer may require acceptance to take place at the Supplier's factory or at the place where the services are performed. Payments do not constitute acceptance, endorsement of the items supplied, or waiver of claims for defects.

5.2 The Customer and/or the End Customer may appoint an Authorized Representative. The Customer, its End Customer and/or the respective authorized inspector shall be entitled, at any time, to monitor inspections and/or tests of the products or services for the purpose of the Purchase Order at the Supplier's factory.

5.3 The Supplier shall carry out the tests using commonly used methods and in accordance with the regulations in force. The performance of the tests and the issuance of the relevant documents and records is the responsibility of the Supplier's authorized inspector, unless there are requirements arising from a separate test plan of the Customer, the technical inspection authority or others.

5.4 Registrations, Factory Inspection Certificates, and Factory Test Certificates of the products and services tested shall be signed by the Supplier and delivered to the Authorized Representative.

5.5 The Supplier shall provide the Customer, within fifteen (15) days prior to the date of the inspection, with a list of the scheduled inspections and/or tests to be performed.

5.6 If defects are found during inspections and/or testing, these results must be submitted to Customer's Authorized Representative, who must record them in writing and such information will serve as the basis for further testing.

5.7 The presence of the Authorized Representative and his/her observations and/or consent shall not relieve the Supplier of the obligations contained in the Purchase Order. The costs of testing and/or factory inspections at the premises of the Supplier and/or the Supplier's sub-suppliers shall be borne by the Supplier.

5.8 The Supplier shall bear all costs arising from the performance of any necessary inspections and/or tests.

5.9 The Provider undertakes to:

i) Provide any and all clarification or information requested by Customer's inspection team, guaranteeing access, at any time, during office hours, to the places where the products are being manufactured and/or are being provided services, as well as related documents, while maintaining the confidentiality of industrial processes.

ii) Respond to complaints, demands or annotations made by Customer's inspection team, undoing or remaking, as the case may be, at its own expense, the part of the Purchase Order that does not conform to the respective designs, technical specifications and/or technical standards indicated in the Purchase Order.

5.10 Customer's inspection team has additional powers to reject the Purchase Order or any part thereof that has not been made in accordance with Customer's Technical Specifications, drawings, and other documents.

5.11 The action or omission of the inspection shall not relieve the Supplier of its contractual and legal responsibilities in the execution of the Purchase Order.

5.12 Failure to comply with the requirements of the Purchase Order and the accompanying documents will result in partial or total rejection of the Purchase Order and the Supplier undertakes to make, at its own risk, all necessary modifications, without encumbrances or charges to the Customer.

5.13 Prior approval of the Purchase Order, or part thereof, does not preclude the Purchase Order from being subsequently rejected and does not relieve the

Supplier of its responsibilities, either in respect of the warranties set forth or in relation to all others contractual obligations.

5.14 Costs related to the failure to carry out an inspection that has already been scheduled and confirmed, for reasons beyond Customer's control, shall be borne by the Supplier.

5.15 The Supplier shall provide, free of charge to the Customer, all the infrastructure as well as full assistance in carrying out the inspections.

5.16 The Supplier shall notify the Customer via the website <https://login.voith.com>, at least 15 (fifteen) days prior to the date of completion of the tests requested in the Purchase Order and the Customer, or any third party duly authorized by the Customer, may witness such tests. The Supplier shall provide the Customer with such test certificates as the Customer may request.

5.17 Any test performed without the presence of the Customer shall not be deemed to have been performed and shall be repeated at the Provider's expense, unless the Customer has been notified within the time frame set out above and has failed to show up or request a new appointment.

5.18 If the tests are conducted in a country other than Peru, the Customer must be notified at least 30 (thirty) days in advance.

5.19 Any necessary changes to a call already made must be made at least 4 (four) business days in advance.

5.20 All systematic testing and, in particular, all testing procedures must be submitted in due time for approval by the Customer, as appropriate. These procedures shall describe, in detail, the sequence of execution, the conditions, the necessary prerequisites, the materials and tools required, and the criteria and amounts of adjustment specified. In order to formalize the results of the tests, the technical data sheets must be included, in which those responsible for the tests must certify the results obtained.

5.21 The procedures shall be analysed and commented on by the Customer, where appropriate, the Supplier shall make such changes as the Customer deems necessary at the appropriate time.

5.22 The supplier shall maintain specialized engineers and/or technicians during factory testing to clarify Customer's inspection.

5.23 Subsequently, such tests will be carried out in their entirety by the Supplier with prior approval of Customer's test procedures.

5.24 No appeal can be filed without Customer's express permission.

5.25 Upon delivery of the products/services and Customer's approval indicating that the Purpose of the Purchase Order is suitable for use by the Customer and/or the End Customer, the Customer will issue the Provisional Acceptance Certificate (PAC) or equivalent document, at which time possession (transfer of risk) and ownership must be transferred to the Customer.

5.26 The Purchase Order will only be considered definitively accepted when the technical warranty period has expired and there are no outstanding issues of any kind in relation to the Purchase Order. For the purposes of the Purchase Order, portions of the Purchase Order that have been delivered to the Customer will be temporarily received and final receipt will be established in accordance with this Section. Upon final receipt of the Purchase Order, Customer must issue a Certificate of Final Acceptance (CAP) or equivalent document.

6. Boards

6.1 Notification of the shipment of the products must be given no later than when deliveries leave the Suppliers' premises.

6.2 The Supplier undertakes to specify the Purchase Order number and the exact delivery address of the Customer in all shipping documents and shipping notes. If the Provider fails to do so, it shall be liable for all delays arising from such occurrence and its consequences.

6.3 For freight contracted by the Supplier and paid in whole or in part by the Customer, the cost of the freight rates shall be the most economical and/or cost-effective and shall be in accordance with the Customer's freight specifications.

6.4 Applicable shipping instructions will be specified in the Purchase Order.

6.5 The Supplier will insure the cargo prior to delivery to the carrier, including compensation for loss and damage or damage in transit. The cost of this insurance is included in the value of the Purchase Order.

7. Packing

7.1 The Supplier undertakes to pack the required goods to be transported in accordance with the Purchase Order and the applicable specifications so that the goods are undamaged and handled normally.

7.2 Regardless of whether the packaging in question transport packaging is, retail packaging or protective packaging, the Supplier undertakes to remove it after use at no additional cost and to reuse or recycle it, unless otherwise requested by the Customer. The place of return of the packaging, if the return is requested by the Customer, will be the door of the Customer's factory.

8. Defect Notification

8.1 The Customer will check deliveries for correct quantities, damage in transit and apparent defects, to the extent appropriate in the normal course of business. Defects must be reported to the Supplier within five working days of detection. In this regard, the Provider waives the argument that it received late notice of the defects. The Customer reserves the right to carry out more detailed checks on the goods received. In any event, the Supplier shall be responsible for reimbursing and indemnifying the Customer for any products ordered but not delivered and for any products damaged during transport.

9. Liability for Defects

9.1 The Supplier warrants to the Customer that the products or services ordered are in accordance with the contract, good market practices and technical specifications presented and are free from defects and imperfections at the time of transfer of risk.

9.2 If the Customer informs the Supplier of the intended use, the place of use of the products to be supplied and/or the services to be provided, the Supplier guarantees that its delivery and services will be suitable for use in those locations.

9.3 Without prejudice to any legal or implied warranty, the warranty period for the products and/or services shall be 24 (twenty-four) months from the issuance of the PAC or equivalent document by the Customer, in relation to all the products and/or services that make up the Purchase Order, with the exception of any other period provided for in the Purchase Order.

9.4 In principle, the Customer will have the right to choose how to repair the defect. If the Supplier fails to carry out the repair arrangements, i.e. the rectification of defects or the delivery of replacement equipment or goods as soon as Customer requests the Supplier, Customer shall be entitled to carry out the repair procedure selected by it, or having it performed by a third party, at the Supplier's expense and also to avoid danger or prevent/limit harm. The Customer shall have the same right if the rectification of defects and/or the delivery of a replacement fails or is rejected.

9.5 All dismantling and/or installation costs arising from defects or occurring during defect rectification work will be borne entirely by the Supplier, who will also bear the costs derived from the transfer, installation, assembly, transport of the element from its replacement to its final destination (place where the Supplier is responsible). would be obliged to install the delivered item as part of the delivery) and all disadvantages, penalties and fines imposed on the Customer for the defect and/or rectification of the defect, regardless of whether the Supplier is directly or indirectly responsible for the defect.

9.6 If a third party brings a claim against the Customer due to infringement of the rights of third parties related to the Supplier's products and/or services, the Supplier shall be obliged to indemnify the Customer for these claims upon written request. The Supplier's obligation to indemnify the Customer shall relate to all expenses necessarily incurred by the Customer in connection with claims brought against it by a third party.

9.7 If the Supplier fulfils its obligation to repair a defect or supply replacement products, a new limitation period for the items to which the products relate will begin to run after delivery.

9.8 If there is a recurrence of defects in most of the equipment/components/materials, resulting from a design error or hidden defects, the Supplier must take the necessary measures for the execution of a new project and the supply of such equipment, components and/or materials, until the total repair of the equipment. defect, even if the Warranty Period has expired.

10. Information Technology

10.1 Software, hardware and/or OT&E/E-system solutions, including documentation that are part of the Supplier's products and/or services and that have not been developed on behalf of or for the Customer, are subject to the conditions of Annex 1 to this Purchase Order.

10.2 For all of the Provider's goods and services in the field of information technology (IT)/operational technology (OT) and E/E systems, which have been developed and/or adapted on behalf of or for the Customer and/or relate to the provision of IT or information technology services that are not covered by section 10.1, are subject to the conditions of Schedule 2 of this Purchase Order.

11. Quality Assurance

11.1 The Supplier undertakes to continuously monitor the quality of its products using an appropriate quality assurance system, e.g. DIN EN ISO 9001 ff or a comparable system, and to carry out the quality controls and verifications specified by the Customer or which are appropriate during and after the manufacture of its products. The supplier shall document these inspections and retain such documentation for a period of ten years.

11.2 The Customer, or a third party engaged by the Customer, has the right to demand proof that the delivered items and the Supplier's quality assurance system respect the quality specified in the contract and also certifies that quality and/or form checks and inspections are carried out at the Supplier's factory or of its sub-suppliers are suitable, in addition to being able to carry out acceptances or audits at the Supplier's factory or its sub-suppliers, at the Supplier's expense.

11.3 Without being asked to do so, the Supplier shall immediately inform the Provider, in the manner set out in point 1.3, of changes in the material composition or processed design of its products or services. Changes require Customer's written consent.

11.4 If the Supplier intends for the products or services to be supplied in whole or in part by a sub-supplier, the Supplier must inform the Customer in advance. In this case, subcontracting requires the written approval of Customer, without such approval implying any assumption of responsibility on the part of the Customer.

11.5 The Customer's quality assurance policy disclosed to the Supplier and the quality assurance contracts concluded with the Supplier shall form part of the contract.

12. Product Sales & Product Liability

12.1 The Supplier undertakes to comply with the applicable legal requirements at its registered office and at the place of delivery of the products and/or provision of services.

12.2 If the products and/or services supplied fall within the scope of European Directives on the first market, such as the European Machinery Directive, the Pressure Equipment Directive, the EMC Directive, etc., the Supplier undertakes to comply with the relevant health requirements and standards and safety processes specified in these Directives and issue the documents required by them. In the case of partially finished machines in accordance with the Machinery Directive 2006/42/EC, the Supplier shall provide the Customer with a declaration of incorporation in accordance with Annex II B of the EC Machinery Directive in the form requested by the Customer (extended declaration of incorporation) as well as in addition to providing instructions for use in accordance with Clause 1.7.4 of Annex I to the EC Machinery Directive. At Customer's request, Supplier shall, at Customer's discretion, allow the Customer to inspect the risk assessment created by it or provide it to the Customer.

12.3 The Supplier is fully responsible for any damages caused to the Customer and/or third parties by product liability. The Supplier shall indemnify the Customer if the damage falls within the Provider's sphere of responsibility towards third parties at the Customer's first request. As a consequence of its liability, the Provider shall be obliged to indemnify the Customer for all expenses arising from third-party claims, upon first demand, in addition to indemnifying the claim itself. As part of its liability, the Supplier is also obliged to reimburse expenses incurred by the Customer in connection with a notice issued or a withdrawal made by the Customer. Whenever possible and reasonable, the Customer will inform the Provider of the content and scope of the measures to be carried out and coordinate them with the Provider. Other credits, guaranteed by law, are not affected.

12.4 The Supplier undertakes to take out product liability insurance with a minimum coverage of €1,000,000.00 euros (or its equivalent in another currency) per claim. Such insurance shall not prejudice Customer's right to make broader claims for damages.

13. Occupational safety, environmental protection and mineral conflicts

13.1 The Supplier shall ensure that its products and services comply with the environmental protection, accident prevention and occupational safety standards that apply at Customer's premises or other place of operation with which it is familiar, as well as other safety-related standards so that they are avoided or reduced its negative effects on people and the environment. The Supplier shall establish a management system for this purpose, e.g. in accordance with the DIN EN ISO 14001 standard or a comparable system. The Customer has the right, if necessary, to demand evidence of the management system operated by the Supplier and to conduct an audit of the Supplier's business.

13.2 The Supplier undertakes to comply with relevant laws and regulations in relation to the handling and marketing of dangerous goods. The Supplier must also observe the relevant laws and regulations regarding the disposal of waste and residual materials and notify the Customer of the treatment, storage, and disposal of any product. The Supplier undertakes to comply with relevant laws and regulations in relation to the handling and marketing of dangerous goods.

13.3 The Supplier undertakes to comply with the relevant law and regulations on the handling and placing on the market of dangerous products, including international regulations to the extent applicable, such as REACH (EU Regulation No. 1907/2006), in particular for the registration of substances. The Customer is not required to obtain approval for a delivery item supplied by the Supplier within the framework of the REACH regulation. In addition, the Supplier undertakes not to supply any delivery items containing substances specified in Annexes 1 to 9 of the REACH regulation, Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants, Regulation EC 1005/2009 on Substances that Deplete the Ozone Layer, the Global List of Automotive Declarable Substances (GADSL) and the RoHS Directive (2002/95/EC)) for products according to the Supplier's field of application. The most current version of all named policies is applied. If the delivery items contain substances that are on the Candidate List for Substances of Very High Concern (SVHC list) as specified in REACH, the Supplier undertakes to notify this without delay. This will also apply if substances that have not been previously listed are added to this list while deliveries are being made. In addition, delivery items must not contain asbestos, biocides, or radioactive material. If the delivery items contain such substances, the Customer must be notified in writing prior to delivery, indicating the substance, identification number (e.g. CAS number) and an up-to-date safety data sheet. The supply of these delivery items requires separate written approval from the Customer.

13.4 Supplier undertakes, through appropriate measures of its organization and with reference to its own supply chain, to work to ensure that products to be delivered to the Customer are mineral-free, as defined in Sections 1502 and 1504 of the Dodd-Frank Act of the United States of America (including, among others, columbite-tantalite (coltan), tin, wolframite, gold and its derivatives originating in the Democratic Republic of the Congo and its neighboring states).

13.5 The Supplier is obliged to indemnify the Customer from all liability in relation to its failure to comply with the aforementioned rules and/or to indemnify

the Customer for losses suffered as a result of or in connection with the breach of such rules.

13.6 In addition, the Supplier shall observe the relevant rules for the disposal of waste and waste materials and inform the Customer of any requirements for the treatment, storage, and disposal of the product.

13.7 The Supplier shall be liable for any and all damage to the environment or health caused by the Provider, undertaking, as a consequence of the provisions of this paragraph, to hold the Customer and its End Customer harmless, if applicable, from all liability, including financial liability. Accordingly, the Supplier shall be liable for all costs resulting from the resolution of such damages, including any penalties incurred by Customer or the Customer as a result of the Supplier's actions or omissions.

14. Reservation of Title, Models, Tools, and Confidentiality

14.1 The Provider's rights to claim ownership are not recognized.

14.2 When the Customer supplies the Supplier with substances, parts, packaging, etc., it retains ownership of them. The processing or transformation of these parts must be carried out at Customer's expense. If reserved goods are processed with other items that do not belong to Customer, the Customer must acquire co-ownership of the new item in proportion to the value of Customer's property in relation to the other items processed at the same time.

14.3 All models and tools produced by the Supplier at Customer's expense become the property of the Customer upon payment thereof. They must be treated with care by the Supplier, used exclusively for the manufacture of the products ordered, designated as the property of the Customer and, where possible, stored separately from other products of the Supplier, as well as insured at the Supplier's expense against disasters such as fire, flood, theft, loss, and other damages. The Supplier undertakes to carry out, in a timely manner, all maintenance and service work that is necessary for the tools and to carry out the maintenance and repair work at its own expense. Parts manufactured with these models and tools may not be resold without the express written approval of the Customer.

14.4 Documents, drawings, plans and sketches and other items of Customer's know-how, which the Customer entrusts to the Supplier to carry out the delivery and/or service requested in any form, shall remain the property of the Customer. These are Customer's trade secrets and must be treated confidentially. The Supplier undertakes to (i) treat them with care, (ii) make them available only to employees who need them to perform the contract and who, in turn, are obliged to keep them confidential, (iii) not to make them available to third parties and (iv) return them to third parties or destroy, at Customer's discretion, all documents and any copies thereof after the completion of the products and/or services or whenever requested by the Customer. Copies may be made for order delivery purposes only.

14.5 The Supplier shall indemnify and hold harmless the Customer against all damages and claims of any nature resulting from the breach of the aforementioned conditions.

14.6 The Supplier declares that the products and/or services proposed in the Purchase Order are not subject to any judicial or extrajudicial debt in relation to patents, trademarks, designs or utility models, and undertakes to defend the Customer and its successors against any legal action that results, directly or indirectly, from the alleged infringement of third parties' rights over such products or products and compensate it for any damages that may be caused as a result of third party claims.

15. Data Protection

15.1 The Customer has the right to collect, store, use and transfer (i.e. to legal transaction partners, authorities, banks, insurance companies, external consultants, service companies) the personal data of the Provider, insofar as they are necessary for the performance of the legal business or consent of the data subjects. Such personal data will be stored for as long as is necessary for the execution of the legal transaction, for as long as legal claims can be adjudicated based on the legal transaction, for legal retention periods and for as long as official formalities are pending in which the data is (or may be) required. Insofar as the data processing is based on the consent of the respective person concerned, this consent may be revoked at any time. Data subjects have the right to obtain information about the personal data stored about them and the purpose for which they are being processed and used. Requests for information or requests for additional rights by interested parties must always be submitted to the Customer and provided under national law.

16. Product Origin and Export Control

16.1 If requested by Customer, the Supplier must submit a certificate of origin, which corresponds to the legal requirements applicable on the date of its issuance. The Provider will provide this to Customer free of charge. If long-term Supplier declarations are used, the Supplier shall, when the Purchase Order is accepted, without being asked, inform the Customer of changes in the state of origin and keep such information up to date. The actual country of origin must, in all cases, be declared in the transaction documentation, even if there is no eligibility for preferential customs treatment.

16.2 The Supplier shall inform the Customer of the necessary approvals for the (re)export of its products or information in accordance with the applicable customs or export regulations. To this end, the Supplier shall provide Customer,

to the extent not already provided for in its offer, the following information together with the references of the relevant items when a Purchase Order is accepted, and each invoice shall indicate:

- The commodity code.
- AL number of the EC Dual Use Regulation in its valid version or control classification numbers based on national regulations;
- The ECCN (Export Control Classification Number) under U.S. export law;
- Authorization Available (license exceptions).

16.3 At Customer's request, the Supplier shall inform the Customer in writing of all foreign trade data relating to the goods and their components and shall immediately inform the Customer in writing of any change in the data specified in points 16.1 and 16.2.

If details in accordance with the previous sections are not provided or are provided incorrectly, the Customer shall, without prejudice to further rights be authorized to rescind the contract.

16.4 In accordance with Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended from time to time ("EU Regulation 833/2014"), the Supplier declares, represents and warrants that the steel products listed in Annex XVII to Regulation (EU) 833/2014 and sold or delivered by the Supplier to the Customer or any of its subsidiary companies do not incorporate steel products originating in Russia listed in Annex XVII to EU Regulation 833/2014.

17. Suspension, Cancellation and Termination Rights

17.1 The Customer may, at any time, terminate the Purchase Order in writing and without cause, upon at least thirty (30) days' written notice and this act shall not incur any charge to Voith. If Voith terminates the Purchase Order pursuant to this clause, the Supplier shall be entitled to receive the amounts for the services and/or products performed up to the time of termination, upon proof, with the amounts corresponding to Voith's expenses deducted from the final balance due.

17.2 The Customer shall have the right to suspend, at any time, in whole or in part, the execution of the respective Purchase Order, upon written notice to the Supplier, if the products and/or services are not in conformity with these Terms of Purchase or with the respective Purchase Orders, if Voith's customer has suspended the contract with Voith or for any other justified reason.

17.3 In addition to the right of unilateral termination, Customer has the right to terminate the Purchase Order if a material deterioration of the Supplier's financial circumstances occurs or threatens to occur, thereby jeopardizing the obligation to supply goods and services. Customer also has the right to terminate the Purchase Order if the Supplier is under the control of a competitor of Customer.

17.4 The right of the parties to terminate the Purchase Order for cause shall not be affected. In particular, if the Supplier, one of its directors, employees, agents or a third party engaged by the Supplier to market or distribute its products, violates anti-corruption legislation, human rights, the environmental requirements set out in clause 18.3, Voith's Code of Conduct or there is at least one suspected and reinforced breach, Customer shall be entitled to terminate the Purchase Order without prior notice, unless the breach is negligible and is immediately and permanently cured by the Supplier.

17.5 In the event of suspension of the Purchase Order due to non-compliance by the Supplier, Customer will stipulate a period within which the breached obligations will be terminated by the Supplier without prejudice to the other rights and remedies provided herein or by applicable law.

17.6 Upon receipt of such notice of suspension, Supplier shall immediately suspend the execution of the Purchase Order as is, and cease any work related to the Purchase Order. During this period, the Supplier shall carefully maintain the materials, supplies, and equipment that are in process.

17.7 Customer may remove, in whole or in part, the suspension of the Purchase Order by giving written notice to the Supplier, specifying the actual date and purpose of the removal. Upon receipt of this notification, the Supplier shall resume work on the Purchase Order that has been suspended, with the necessary care and on the date notified.

17.8 The respective Purchase Order may be terminated, in whole or in part, without any liability on the part of Customer to the Supplier, regardless of judicial or extrajudicial notification and without prejudice to Customer's right to recover any damage suffered by the Supplier's action or omission, after the occurrence of any of the following events:

- i) In the event of force majeure, which delays the execution of the Purchase Order for a period of more than ninety (90) days;
- ii) If the delivery of the products and/or services is not carried out in accordance with the specifications and items of the respective Purchase Order or, in any case, the Supplier incurs in any contractual termination event provided for by law;
- iii) In the event of judicial or extrajudicial recovery, bankruptcy and/or insolvency of the Supplier;
- iv) If the Supplier violates any of the points of these Terms of Purchase or the respective Purchase Order;
- v) Any violation of the Anti-Corruption Law or Regulations, as well as non-compliance with any provision of Customer's Code of Conduct;
- vi) If there is a breach of Clauses 17.3 and 17.4;

vii) If the Client suspends payments;

viii) If the Supplier is under the influence of a parent company of a competitor of Customer.

ix) If the Customer fails to comply with any of the obligations described in Clause 18 - Corporate Responsibility, of this Purchase Order.

17.6 In the event of suspension of the Purchase Order for a period of more than 30 (thirty) days, the Parties shall agree to its continuation.

17.8 If the Supplier, upon receipt of the notice of termination of the Purchase Order, has not yet commenced the execution of the Purchase Order, Customer may, in its sole discretion, request that the Supplier refrain from commencing its execution and, accordingly, any amounts already paid by Customer will be refunded to the Supplier after the date of receipt of the communication sent by Customer.

17.9 In any event of termination of the Purchase Order, Customer may immediately transfer the completion of the Purchase Order to whomever it deems appropriate, at its sole discretion, without prior consultation with the Supplier.

17.10 In any event of termination of the Purchase Order, Customer will take possession of the portion of the Purchase Order that it wishes to retain, at its discretion. In any event, Customer will indemnify the Supplier for the termination of the Purchase Order in accordance with item 17.11, and products that Customer chooses not to receive and that may be used or reused by the Supplier will not be compensated.

17.11 Without prejudice to the provisions of point 17.8, in any event of termination and provided that the Supplier is up to date with its contractual obligations, Customer shall reimburse the Supplier for the reasonable costs, incurred up to that point, in the execution of the Purchase Order and which are irrecoverable to the Supplier, and the Supplier must take all necessary steps to minimize its losses, and must provide Customer with proof of these costs. The compensation, in any case, may not exceed the Purchase Order Price, less the amounts already paid by Customer to the Supplier.

18. Corporate Responsibility

18.1 The Supplier declares its commitment, within the scope of its corporate responsibility, to ensure compliance with legal provisions, including environmental protection laws, labour legislation and legislation on employee health and safety, in addition to demonstrating that it does not tolerate child labour or forced labour in connection with the production and sale of its products or the provision of its services. By accepting the Purchase Order, the Supplier further confirms that it will not commit or tolerate any form of bribery or corruption. In this context, Customer draws the attention of the Provider to the "VOITH Code of Conduct", which can be found at <http://www.Voith.com>. Customer expects the Supplier to undertake to comply with the standards and principles contained therein and to help ensure that they are observed.

18.2 The Supplier undertakes to comply with the laws governing the general minimum wage and to impose this obligation to the same extent on its sub-suppliers. The Supplier shall provide proof of compliance with the above warranty, if requested by Customer. In the event of a breach of the foregoing warranty, the Supplier shall indemnify Customer against third-party claims and undertake to reimburse any fines imposed on Customer in connection with any breach. In addition, the Supplier undertakes to comply with the provisions of Clause 18.3 below:

18.3 The Supplier undertakes to comply with the following Human and Environmental Rights requirements:

- i) Not to allow the recruitment of child labour and to respect the minimum age for admission to employment, in accordance with ILO Convention No. 138 and concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, and to observe Article 3 of ILO Convention No. 182;
- ii) Not to allow the employment of persons in forced labour in accordance with ILO Convention No. 29;
- iii) Not allow all forms of slavery, slavery practices, servitude, or oppression in the workplace;
- iv) Comply with applicable occupational health and safety obligations in accordance with workplace law;
- v) Respect freedom of association;
- vi) Do not allow unequal treatment in employment based on nationality, ethnicity, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion, beliefs, unless justified by the demands of the position;
- vii) Respect the minimum wage and fair wage;
- viii) Do not allow environmental pollution related to soil, water, air, the emission of harmful noise or excessive water consumption.
- ix) Not to engage in illegal evictions, as well as illegal deprivations of lands, forests and waters in the acquisition, construction or other use of lands, forests and waters, the use of which ensures a person's livelihood;
- x) Not to hire or use public or private security forces to protect the business project, which uses torture and cruel, inhuman or degrading treatment, injuring life or physical integrity, or disregarding freedom of association and association;
- xi) Not to commit an act or omission in violation of duty that goes beyond the above-mentioned infringing acts, that is directly capable of damaging

a legally protected position in a particularly serious manner and the illegality of which is manifest;

- xii) Not to use or produce goods using mercury and mercury compounds, as well as the treatment of mercury wastes in accordance with the provisions of the Minamata Convention (Art. 4, paragraph 1 and Annex A Part I, Art. 5, paragraph 2 and Annex B, Part I, Art. 11, paragraph 11.3);
- xiii) Prohibit the use and/or production of goods using chemicals, do not handle chemicals in an environmentally incorrect manner, collect, store and dispose of waste in violation of the provisions of the applicable legal system under the Stockholm Convention on Persistent Organic Pollutants (23/05/2001, 06/05/2005) and the EU Persistent Organic Pollutants Regulation 2021/277 (art. 3, paragraph 1a and Annex A, article 3, paragraph 1bis and Annex A, article 4, paragraph 2 bis). 6, paragraph 1d (i), (ii));
- xiv) The following prohibitions under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and its Provision (22/03/1989 and 06/05/2014): Prohibition of the export of hazardous wastes and other wastes under Art. 1 (1), 2 do under Art. 4 (1b), (1c), (5), (8) p.1, Art. 4A, and Art. 36 of Regulation (EC) No 1013/2006; Prohibition of the import of hazardous wastes and other wastes from a country that is not a Party to the Basel Convention (Art. 4 (5)).

18.3.1 If environmental and human rights requirements are modified, Supplier will be required to agree to an adjustment to this Section 18.3 that implements the change in environmental and human rights requirements. Customer will notify the Supplier of changes in requirements related to human rights and the environment in writing or in text form without delay.

18.3.2 The supplier shall deal with the human rights and environmental requirements referred to in Clause 18.3 in an appropriate manner in relation to its own sub-suppliers and, moreover, throughout its own supply chain, ensuring compliance by its own sub-suppliers and, in the case of human rights violations or existing environmental obligations, its termination by appropriate contractual provisions. This shall also include, to the extent legally possible and reasonable, serious efforts to enter into an agreement that ensures the transfer of this obligation to the Supplier's direct suppliers and the Supplier's direct supplier's own suppliers.

18.3.3 The supplier also undertakes to carefully select its suppliers, with respect to human rights and environmental requirements in accordance with this Clause 18.3 and shall properly investigate any indications of violation of human rights and environmental requirements and shall take them into account when selecting suppliers.

18.4 Customer has the right to verify compliance with the environmental and human rights requirements referred to in Clause 18.3 by conducting inspections at the Supplier's site and/or at its production site (right of audit). Customer may exercise the right of audit through its own employees, through third parties commissioned by Customer (e.g. a lawyer or auditor) or by using recognised auditing or certification systems. Customer will notify Supplier of such audit reasonably in advance, without prior notice, unless there is imminent danger or such notification would jeopardize, significantly reduce or eliminate the effectiveness of the audit. The right of audit shall in principle be exercised during normal working hours at the Supplier's commercial or production facilities. The Supplier undertakes to make available the documents, records, names of sub-suppliers within the supply chain and to the extent known ("Supply Chain Documentation") requested by Customer for inspection by Voith for an appropriate period of time, but for at least [ten] business days, ("Audit Period"). At Customer's request, Supplier will also make the Supply Chain Documentation available to you in a suitable online data room that complies with the IT security standards in force for the Audit Period and grant access to Customer from its own business premises. In addition, the Supplier shall grant access to Customer to its employees and directors, for example, to enable interviews to be conducted and/or to exercise the right of audit. Data protection requirements must be complied with when Customer exercises the right of audit, and the protection of the Supplier's trade secrets must be considered to the extent that this does not conflict with Customer's compliance with legal obligations.

18.5 At Customer's request, the Supplier shall support and enable additional training and education by Customer for compliance with environmental and human rights requirements as specified in Clause 18.3, appoint its own relevant personnel, and ensure their participation in further training and education to the extent legally possible. The details of the organisation and implementation of additional training and education in accordance with this Clause 18.5 shall be agreed by the Customer and the Supplier on a case-by-case basis. In doing so, the interests of the Provider as to the type and duration of the training courses, their frequency and the group of participants shall be duly considered to avoid an undue burden on the Supplier. Training courses can take the form of e-learning, online format, or face-to-face events.

18.6 The Supplier shall indemnify and hold harmless Customer, its affiliates, directors, employees, or representatives from any and all liabilities, claims, expenses, losses or damages arising out of or in connection with the Supplier's breach of its obligations and/or Warranties provided in this Clause.

18.7 A Purchase Order that does not comply with all the requirements set forth in this item will be considered as a deviation and any violation of this item will be considered a serious breach.

19. Relationship and Non-Exclusivity

19.1 Nothing in these Terms of Purchase shall be construed as creating a new company and/or joint ventures and the Parties shall not have the power to bind or bind the other in any way.

19.2 Nothing in these Terms of Purchase shall be construed or construed as granting any kind of exclusivity by Customer to the Supplier with respect to the manufacture or sale of the products or services subject matter hereof.

19.3 The total volume of purchases between Supplier and Customer may not exceed 50% (fifty percent) of Supplier's total turnover with all of its customers during a calendar year. If the volume of purchases between the Supplier and Customer exceeds this percentage, Voith shall be notified immediately in writing by the Supplier. Upon receipt of this notification, Customer will decide on the necessary measures, including the reduction of the actual purchase volume without additional costs or damages to the Supplier.

20. Fortuitous Event and Force Majeure

20.1 All events occurring during the performance of the Purchase Order, the effects of which cannot be anticipated, avoided, or prevented and, provided that they have not been caused by error, gross negligence, or negligence of any of the Parties, their employees, subcontractors, or suppliers and which necessarily interfere with, in any or in part, with the Purchase Order, shall be characterized as a Fortuitous Event and/or Force Majeure ("Fortuitous Event or Force Majeure") and shall constitute grounds for exclusion of liability.

20.1.1 Such events include, but are not limited to, shipwrecks, earthquakes, typhoons, hurricanes, epidemics, cyber attacks, acts of public enemies directly interfering with the Purchase Order, wars, terrorist acts, regional or national strikes of the categories used to carry out the Purchase Order, which are not caused by the fault or non-compliance of the Parties or their subcontractors, or even by local strikes, provided that they are manifestly provoked by regional or national trade union movements; and acts of disruption or unlawful detention of the place where the Purchase Order is placed, trade union movements and/or organized movements.

20.2 The Party affected by Acts of God or Force Majeure shall be exempt from the performance of its obligations under the Purchase Order, exclusively in relation to the party affected by Acts of God or Force Majeure, to the extent and during the Period in which such obligations are affected by Acts of God or Force Majeure, provided that:

- (i) An act of God or force majeure has occurred and remains beyond the control of the affected Party;
- (ii) the Affected Party has not cooperated for the occurrence of a Acts of God or Force Majeure; and
- (iii) the actions of the affected Party, provided that they have been diligent and timely, have not been sufficient to remedy or minimize the effects of the occurrence of Acts of God or Force Majeure.

20.3 Notwithstanding the occurrence of the Acts of God or Force Majeure, the Parties shall perform their obligations under the Purchase Order, to the extent that the performance of such obligations is not impeded by the Acts of God or Force Majeure.

20.3.1 No Fortuitous Event or Force Majeure shall exempt the Affected Party from the performance of any of its obligations, pending performance prior to the occurrence of such event or which have been constituted previously.

20.3.2 A Party that, given the opportunity to do so, does not resolve or mitigate, in due course, the occurrence of a Fortuitous Event or Force Majeure may not excuse itself from its obligations.

20.3.3 The Parties agree that the occurrence of the events mentioned below, among others, shall not be characterized as a Fortuitous Event or Force Majeure:

- (i) delays caused by proven inefficiency of the Supplier;
- (ii) delay and/or non-compliance of subcontractors in the execution of the Purchase Order;
- (iii) staff strike, directly or indirectly related to the Supplier and the fulfillment of this Purchase Order;
- (iv) financial crisis in the local or international market resulting in variations in the exchange rate and/or variation in the prices of inputs, materials, and labor;
- (v) financial problems of the Party claiming acts of God or force majeure.
- (vi) suspension or failure to transport, unless it results from the evidenced event of Acts of God or Force Majeure; and
- (vii) amendments to legislation.

20.4 In the event of an Act of God or Force Majeure, the Interested Party shall send a written Notification to the other Party within 5 (five) business days of confirmation of the event. Such Notification shall include an estimate of a Reasonable Time, which shall not exceed 30 (thirty) days, for the delivery of the event report and attaching all the documents necessary to characterize Fortuitous Event or Force Majeure, the circumstances surrounding the obligations, the performance to be delayed, describing the event, its consequences and, if possible, the estimated duration of the delay.

20.5 Failure to send the Notification within the established period will be valid as proof that the event did not interfere with the development of the Purchase Order and, therefore, cannot be classified as a Fortuitous Event or Force Majeure, within the scope of the Purchase Order.

20.6 In the event that the notified Party does not agree with the existence of a Fortuitous Event or Force Majeure, or even disagrees with the fact that the event is capable of interrupting and/or suspending the execution of the Purchase Order, such Party shall, within 10 (ten) business days from the receipt of the notification, send the interested party a reasoned opinion or report justifying its interpretation.

20.7 Failure by the notified Party to declare under the terms of the preceding paragraph within the established period shall presume its tacit acceptance of the event that has occurred.

21. Insurance and Financial Guarantees

21.1 With the exception of the Insurances expressly provided for by law, if it is necessary to take out additional Insurance, the conditions of contracting, as well as the list of necessary insurances, must be included in the Purchase Order.

21.2 If it is necessary to contract Financial Guarantees, the conditions of contract, as well as the list of necessary Guarantees, must be included in the Purchase Order.

22. Obligations and Responsibilities of the Supplier

22.1 Without prejudice to the other obligations already provided for in these Purchase Conditions, the Supplier undertakes to submit, whenever requested by Customer, the documentation related to the accreditation of compliance with its labor, tax, social security obligations, among others.

22.2 Supplier shall, at all times, protect Customer from (i) any loss or damage and all actions and expenses related thereto, caused by acts or omissions of Supplier, its subcontractors and personnel employed to carry out the Purchase Order, their officers, directors, suppliers and assigns; (ii) the charges and liabilities arising from death or personal injury and all actions and expenses related thereto, caused by acts or omissions of Supplier and personnel assigned to execute the Purchase Order, its officers, directors, subcontractors, suppliers and assigns.

22.3 For all legal purposes, it is expressly established that the Supplier personnel assigned to carry out the Purchase Order are employees of the Supplier and that, therefore, there are no types of employment relationships between these personnel and Customer, which shall be exempt from any and all the charges resulting from the judicial recognition of that relationship. As a result of the provisions of this instrument, the Parties agree that the Provider is solely and exclusively responsible for any obligations, of any nature, to its personnel.

22.4 Persons who work at Customer's premises or at the premises of Customer's partner companies to comply with the Purchase Order shall observe the terms of the respective work rules. Customer shall be exempt from liability for accidents occurring in the workplace and shall be excluded, unless they are caused by a deliberate or negligent breach of duty on the part of Customer's legal representatives or their vicarious agents.

23. General Provisions

23.1 The use of inquiries, purchase orders and associated correspondence for advertising purposes is not permitted. The Provider may only use the business relationship with Customer or use Customer as a reference with the prior written consent of Customer.

23.2 The assignment of all or part of any Purchase Order, contract, right or obligation under these Terms of Purchase without the prior written approval of Customer shall be null and void. However, Customer shall have the right to assign its rights and remedies outside the scope of the applicable Purchase Order to any of its affiliated companies.

23.3 Unless otherwise expressly provided in the Purchase Order, these Purchase Conditions are subject to Peruvian Law, even if the Supplier is domiciled abroad. The United Nations Convention on the International Purchase and Sale of Products (CISG) is excluded.

23.4 The Parties elect the Court of the City of Lima, Peru, as the sole competent court to resolve all matters relating to this instrument and in relation to all Purchase Orders issued by Voith, expressly waiving any other court however privileged.

23.5 In the event that any individual provision of these Terms of Purchase is invalid or declared void, in whole or in part, such invalidity shall not affect the remaining provisions. However, the Parties will rewrite this provision to recapture its original intention.

23.6 For any breach of the Purchase Order that does not have another penalty specified, the Supplier must pay the amount of 5% (five percent) of the Purchase Order Price, per day of non-compliance, without prejudice to possible losses and damages.

23.7 Neither Party shall be obligated to comply with any modification to the Purchase Order until such modification has been confirmed by an amendment or equivalent document signed by both Parties.

23.8 In no event shall Customer be liable for indirect and consequential damages, such as, but not limited to, loss of profits, loss of production, financial loss, loss of sales. In addition, Customer's total liability in connection with the Purchase Order is limited to 10% (ten percent) of its Price.

Annex 1: Conditions for the Supply of Software/Hardware and/or OT & E/E Systems including Documentation.

Annex 2: Conditions for supplies, services, software/hardware development in the context of IT systems and including OT&E/E. Documentation

Annex 1: Conditions for Supplies of Software/ Hardware and/or OT & E/E Systems incl. documentation

Voith General Purchase Conditions, in their current version, are supplemented by the following terms and conditions, which apply to all supplies of Software/Hardware and/or OT & E/E systems solutions including documentation relating to information technology (IT)/operational technology (OT). These terms and conditions apply additionally and, in the event of contradictions, shall take precedence over the Voith General Purchase Conditions.

DEFINITIONS

Information Technology (IT)	Information technology (IT) involves the development, maintenance, and use of computer systems, software, and networks for the processing and distribution of data;
Operational Technology (OT)	Operational Technology (OT) is hardware and software that detects or causes a change, through the direct monitoring and/or control of industrial equipment, machinery, assets, processes and events;
E/E Systems	Electrical and Electronic Systems
Customer Data	means all information and data (including texts, documents drawings, diagrams, images or sounds) owned by, licensed to (other than by Supplier) or relating to the Customer and/or any of its representatives whether in a human form or machine readable form, which is in each case generated by, supplied to, or is otherwise retained by, Supplier or any of its sub-contractors pursuant to or in connection with this terms and conditions;
Security Incident	an event involving the actual or attempted unauthorised access to and/or use of the Systems containing the Customer Data and/or the unauthorised access to, use of, destruction, loss or alteration of the Customer Data in connection with this terms and conditions; such incidents may be categorised as a Critical Security Incident, Major Security Incident or Low Priority Security Incident.
Critical Security Incident	a Security Incident that results in a severe disruption to the work delivered;
Major Security Incident	a Security Incident that results in a reduction in the performance of the delivered work or may lead to a disclosure of the Customer Data or any data used by the Customer or the Supplier in connection with this terms and conditions in the public domain;
Low Priority Security Incident	a Security Incident that has no significant impact on the availability or performance of the delivered work;
Information Asset	any Information System/IT System that holds information belonging to an organisation
Information System / IT System	an Information System is any combination of information technology, processes, digital information and user activities that support the operations of an organisation;
Security Threat	is a possible danger that might exploit a Security Vulnerability to cause a Security Incident that may result in harm;
Security Vulnerability	is a weakness of an Information System that can be exploited by one or more Security Threats;
Risk Assessment	a Risk Assessment is the process of (a) identifying the risks related to an Information Asset and recognised Security Threats, and (b) evaluating the overall effect of the likelihood that the risks will occur and the impact if they should occur;
Security Risk	A Security Risk is the likelihood that something bad will happen that causes harm to an Information Asset;
Security Risk Assessment	a determination of quantitative or qualitative value of risk related to a concrete situation and a recognised threat to the security of the Customer Data and/or the systems;
Vulnerability Assessment	a Security Risk Assessment that leads to the identification, quantification and prioritisation (or ranking) of the vulnerabilities in a computer system, including the associated networks, databases and software applications;

Affiliated Companies	any entity that is to be considered as affiliate of the Customer within the terms of sections 15 et seq AktG (the German Act on Corporations). Further, Customer can define further entities as being Affiliated Companies of Customer in an amendment agreement;
Customer Group	shall mean Customer together with its Affiliated Companies;

1 Open-Source-Software

Open Source Software ("OSS") is software, which is generally provided free of charge and open source and can be used under a license, which does not restrict redistribution of the software, allows modifications and derived works and must allow redistribution thereof under the same terms as the license of the original software ("OSS-License"). OSS-Licenses include without limitation "Berkeley Software Distribution License" (BSD), "GNU General Public License" (GPL), and the "GNU Lesser General Public License" (LGPL). Copyleft Licenses are licenses that require that any derivative work or work based on the program is distributed or conveyed only under the original license terms ("Copyleft License").

1.1 Requirements

OSS may be included in the software provided by the Supplier. The Supplier will provide to the Customer all information and materials on the use of OSS in the software. This includes:

- (i) a transparent and complete list of all components licensed under an OSS-License,
- (ii) the license text of each OSS-License,
- (iii) copyright notices,
- (iv) the results of a state of the art security and vulnerability monitoring of all open source code used, and
- (v) A clear description and documentation regarding the used OSS components.

The Customer will grant the approval in its sole discretion. A granted approval is to be revoked, if the provided information or materials are false or incomplete. OSS-License texts and the respective source code must be provided separately. The Supplier will provide all open source code to the extent that this is required by applicable licenses.

The Supplier will put the Customer in a position to completely comply with all requirements under the applicable OSS-Licenses at all times. These requirements also apply to any updates, patches, upgrades or new versions of the software.

1.2 Responsibility

The Supplier is aware of its special responsibility to protect the Customer from damage caused by the integration of OSS software in the software supplied by the Supplier and the use of such software by the Customer. In view of this, the Supplier shall take special care that all rights of 3rd parties are proven and guaranteed.

1.3 Indemnification

The Supplier shall indemnify, defend, and hold harmless the Customer and Customer's affiliates, employees, directors or agents of any claims, damages, expenses and liability which arise in direct or indirect connection of Supplier's breach of one of the foregoing requirements of obligations, irrespective under what legal theory.

2 Software Development Lifecycle

For supplies that includes software development, the Supplier shall establish a Secure Software Development process.

- (i) adopt a Secure Software Development Lifecycle approach according to well known standards, such as IEC 62443 4-1. A certification is expected.
- (ii) provide evidence that identified security requirements and corresponding security controls are designed and implemented into the software.
- (iii) ensure that appropriate security tests including but not limited to static and dynamic code checks and continuous vulnerability assessment are applied in the development and integration pipelines and any issues uncovered are remediated before software release; and
- (iv) allow Customer and/or its agents to carry out Vulnerability Assessments of the developed software. If any vulnerability with a risk score of "high" or "critical" is found by the Customer, the Supplier shall take action to mitigate the risks before the software release.

3 Vulnerability Management

- (i) The Supplier will engage an independent and trusted Vulnerability Assessment service and/or cooperate and assist an independent third party appointed by the Customer in the conduct of Vulnerability Assessments.

(ii) The Supplier shall on a monthly basis, review the Supplier's sources of threat and vulnerability information for the latest vulnerabilities, threats and remediation relevant to the systems under the Supplier's management.

(iii) The Supplier shall implement a remediation plan of mitigation activities once a vulnerability is identified or to prevent a vulnerability from arising, and for prioritising, tracking and monitoring the plan's progress. All remediation plans shall be documented for future reference. Vulnerabilities with a significant security impact shall be remedied as soon as practicably possible. For lower and medium risks, the timescale for remediation shall take into account the cost, time and effort required to mitigate the risks.

(iv) The Supplier shall notify the Customer immediately if it fails to remedy any Critical or High rated Vulnerability and shall propose the Customer necessary security controls.

(v) The Supplier shall ensure that all customizable products contain a documentation for secure parametrization.

(vi) Activities as part of the Suppliers Vulnerability Management, like Vulnerability Assessments, regardless of type or target, and all work and time required to carry out remediation activities, will be at the cost of the Supplier and will not be charged to the Customer.

4 Security Governance

(i) The Supplier will appoint an individual (the "Supplier Security Manager"), to:

- coordinate and manage all aspects of security in accordance with the Agreement; and
- act as the single point of contact on behalf of the Supplier and its Subcontractors in the event of a Security Incident.

(ii) In the event that the Supplier wishes to change the Supplier Security Manager it will notify the Customer in writing, providing contact details for the replacement individual.

Annex 2: Conditions for Supplies, Services, Development of Software/Hardware in the Context of IT & OT & E/E Systems incl. Documentation

Voith General Purchase Conditions, in their current version, are supplemented by the following terms and conditions, which apply to all supplies and services relating to information technology (IT)/operational technology (OT) (Part A) and the creation or adaptation of software or the rendering of associated services (Part B).

These terms and conditions apply additionally and, in the event of contradictions, shall take precedence over the Voith General Purchase Conditions.

DEFINITIONS

Information Technology (IT)	Information technology (IT) involves the development, maintenance, and use of computer systems, software, and networks for the processing and distribution of data;
Operational Technology (OT)	Operational Technology (OT) is hardware and software that detects or causes a change, through the direct monitoring and/or control of industrial equipment, machinery, assets, processes and events;
E/E Systems	Electrical and Electronic Systems
Customer Data	means all information and data (including texts, documents drawings, diagrams, images or sounds) owned by, licensed to (other than by Supplier) or relating to the Customer and/or any of its representatives whether in a human form or machine readable form, which is in each case generated by, supplied to, or is otherwise retained by, Supplier or any of its sub-contractors pursuant to or in connection with this terms and conditions;
Security Incident	an event involving the actual or attempted unauthorised access to and/or use of the Systems containing the Customer Data and/or the unauthorised access to, use of, destruction, loss or alteration of the Customer Data in connection with this terms and conditions; such incidents may be categorised as a Critical Security Incident, Major Security Incident or Low Priority Security Incident.
Critical Security Incident	a Security Incident that results in a severe disruption to the work delivered;
Major Security Incident	a Security Incident that results in a reduction in the performance of the delivered work or may lead to a disclosure of the Customer Data or any data used by the Customer or the Supplier in connection with this terms and conditions in the public domain;
Low Priority Security Incident	a Security Incident that has no significant impact on the availability or performance of the delivered work;
Personal Data	shall have the same meaning as set out in the General Data Protection Regulation 2016/679;
Information Asset	any Information System/IT System that holds information belonging to an organisation
Information System / IT System	an Information System is any combination of information technology, processes, digital information and user activities that support the operations of an organisation;
Security Threat	is a possible danger that might exploit a Security Vulnerability to cause a Security Incident that may result in harm;
Security Vulnerability	is a weakness of an Information System that can be exploited by one or more Security Threats;
Risk Assessment	a Risk Assessment is the process of (a) identifying the risks related to an Information Asset and recognised Security Threats, and (b) evaluating the overall effect of the likelihood that the risks will occur and the impact if they should occur;
Security Risk	A Security Risk is the likelihood that something bad will happen that causes harm to an Information Asset;
Security Risk Assessment	a determination of quantitative or qualitative value of risk related to a concrete situation and a recognised threat to the security of the Customer Data and/or the systems;

Vulnerability Assessment	a Security Risk Assessment that leads to the identification, quantification and prioritisation (or ranking) of the vulnerabilities in a computer system, including the associated networks, databases and software applications;
Affiliated Companies	any entity that is to be considered as affiliate of the Customer within the terms of sections 15 et seq AktG (the German Act on Corporations). Further, Customer can define further entities as being Affiliated Companies of Customer in an amendment agreement;
Customer Group	shall mean Customer together with its Affiliated Companies;

Part A - Conditions for Supplies and Services in the Context of IT/OT & E/E Systems at the Supplier

1. Compliance and basic technical requirements

The Supplier shall render the service in compliance with the principles of proper data processing. These include but are not limited to observance of statutory data protection regulations and implementation of all recognized state-of-the-art precautions and measures.

The Supplier shall take appropriate technical and organizational measures to guarantee a high level of IT security regarding the services and the IT systems required by the Supplier for the purpose of rendering such services. Insofar as they are applicable to the services and the IT Systems used by the Supplier to provide such services, the Supplier shall ensure compliance with the minimum standards of ISO/IEC 27001:2013 (or any subsequent version of such standards which may have appeared at a later time) or the latest applicable versions of other similar but higher standards of security, such as BSI (Bundesamt für Sicherheit in der Informationstechnik) IT-Grundschutz. The Supplier shall disclose such measures in detail with the corresponding concepts, certificates, and audit reports at the request of the Customer.

2. Training and awareness raising in the context of information security

The Supplier shall regularly inform their employees and third parties entrusted with the rendering of the services about relevant information security topics, including the duties which are incumbent on them in connection with the rendering of the services to guarantee information security.

3. Protection of the Customer's data against misuse and loss

The Supplier hereby undertakes to secure all the Customer's information and data received or generated by it immediately, effectively and in compliance with the state-of-the-art against unauthorized access, modification, destruction, or loss, prohibited transmission, other prohibited processing, and any other misuse. In securing the Customer's data, the Supplier must take all state-of-the-art precautions and measures to ensure that data can be archived and restored at any time without loss. If during the continued performance of the provision of Services the state of the art regarding security measures changes, Supplier shall undertake to all measures to secure all Customer Group's information and data according to the new state of the art.

4. Ownership of Customer's data

Customer and its Affiliated Companies possess and retain all right, title and interest in and to their data and Supplier's possession thereof is solely on Customer's and/or Customers Affiliate's behalf.

5. Protection when sending information

Any data which is sent, either physically or electronically, in the context of the supplies and services must be transmitted by means (e.g. registered post, courier, email encryption) which are appropriate to the degree of sensitivity of such data.

6. Protection against malware

The Supplier shall use state-of-the-art test and analysis procedures to examine all services and data carriers or electronically (e.g. via email or data transfer) transmitted services to ensure that they are not compromised by malware (e.g. trojans, viruses, spyware) before such services are provided or used. Data carriers on which malware is detected may not be used. The Supplier shall inform the Customer immediately if it discovers that the Customer is compromised by malware. The same obligations apply to all forms of electronic communication.

7. Transparency in services and processes

Services may not contain any undocumented mechanisms or functions which may compromise their security. Data may only be transmitted automatically to the Supplier or to third parties with the Customer's explicit written consent.

8. Communication in the event of defects or errors in the services provided

The Supplier shall inform the Customer immediately if it discovers defects or errors in the services provided to the Customer which may compromise the Customer's operations or security.

9. Handling of hardware, software, means of access and access data provided to the Supplier

All hardware, software, means of access and access data which the Customer provides to the Supplier shall be used in compliance with the Customer's terms of use. The Supplier shall keep all access data and means of access provided to it secret and take state-of-the-art measures to protect them against unauthorized access and use by third parties. If hardware, software, means of access and access data provided to the Supplier for the purpose of rendering the services are no longer required, they shall be promptly returned to the Customer. If the return of the software, means of access and access data provided is not possible, the Supplier shall delete or uninstall the software, access data and means of access provided to it but not without having contacted Customer and asking for approval of deletion/uninstallment. Afterwards, Supplier shall confirm deletion / uninstallment to Customer in writing. The Supplier may only use its own hardware and software with or on the Customer's systems and networks in connection with the rendering of a service if this has been permitted in advance by the Customer.

Part B - Terms and Conditions for the Provision of Developed Software/Hardware and/or OT & E/E Systems solutions including Documentation

1. Principle obligation of the Supplier

The Supplier's principal obligation is to provide as part of the service contract software that is ready to use in accordance with the specifications and functions set out in the software specifications provided, the corresponding documentation (such as the user manual) and, if no other contractual agreement is made, the source code, in each case in accordance with the current program and update status (hereinafter called the "**Contractual Service**").

The Supplier shall maintain and safeguard the operational readiness of the software, where this is agreed in accordance with a service level agreement that is to be agreed separately or as part of the agreement on software support and/or software maintenance.

The Supplier shall fulfill the contract in person. Performance of the service by a third party shall be excluded, unless the Customer agrees to the involvement of a third party in the course of prior written notification.

Once the Contractual Service has been completed, the Supplier shall notify the Customer of this in writing or text form and agree a date on which to present the results of the work. The Supplier shall give the Customer an opportunity to carry out functional tests before acceptance of the Contractual Service. The parties shall reach a mutual agreement on the details of these tests.

All acceptances must follow a formal procedure. A report to be signed by both parties shall be produced for the acceptance. If the Contractual Service is not ready for acceptance, the Supplier undertakes to rectify the defects immediately and present the service to the Customer again for acceptance.

2. Rights of use

2.1 Ownership and the Customer's exclusive rights of use

Ownership of all results and interim results of services provided by the Supplier with regard to the development of software/hardware and/or OT & E/E Systems as part of the contract, e.g. performance descriptions, specifications, studies, concepts, documentation, including installation, usage and operating manuals as well as documentation on maintenance, the source code and further development, reports, consultancy documents, charts, diagrams, images and bespoke software, programs, adapted software (customizing) and parameterization as well as all interim results, aids and/or other performance results produced in the course of this (together: "**Work Results**") shall pass to the Customer when these objects are handed over, providing they are physical objects.

In other respects, the Supplier grants the Customer exclusive, permanent, irrevocable, sub-licensable and transferrable rights to the Work Results when these are created but at the latest when they are handed over. The operation of the software may be carried out for the Customer and its Affiliated Companies by one of these companies.

The Customer may - in addition to its own use - provide the software to its Affiliated Companies for their own use in accordance with the provisions of the agreements entered into and may use the software for these companies. This right of use is temporary; it ends six calendar months after the point in time at which the Customer and the using company are no longer affiliated with each other.

The Customer may have the operation of the software carried out by a third company (e.g. as outsourcing or hosting). The Customer shall inform the Supplier of this in writing in advance and shall submit the third party's declaration to the Supplier at the latter's request that the software will be kept secret and used exclusively for the purposes of the Customer and its Affiliated Companies.

Outside the scope of warranty rights, the Customer may hand over the software to third parties for the purpose of rectifying errors. It may provide the software,

including the written documents, to third parties for the training of the employees of the Customer and its Affiliated Companies.

These rights shall be unlimited in respect of the geographical area, time and content and have no limitation in respect of the use and exploitation.

These usage rights shall include all types of use, in particular the storage, loading, execution and processing of data, processing in any way, including error correction, also by third parties, including permanent combination with the Supplier's services, the right to reproduce and disseminate, the right of performance and presentation, including in public, the right to market, make changes, convert, translate, make additions to and develop further. The usage right shall also include future novel usage forms. With regard to novel usage forms, the Supplier shall indemnify the Customer against any claims of the authors pursuant to Sections 31a (2), 32a UrhG (German Copyright Act).

The Customer may make backup copies in accordance with a use in accordance with the respective state-of-the-art.

The Customer may print out and copy the user manual and other information and also make them available to the Affiliated Companies.

The Customer shall be entitled to grant both free-of-charge and paid-for sublicenses and further usage rights to these usage rights and to transfer usage rights to third parties, without requiring further permission from the Supplier.

The Supplier shall ensure that those he brings in to fulfill the contract for him will waive the following rights: to be named as authors, and to have access to any original copies of software or other work such as documentation, drawings and other Work Results that may be protected by copyright.

2.2 The Customer's non-exclusive usage rights

The Supplier hereby grants the Customer and its Affiliated Companies a non-exclusive, irrevocable, permanent right to use works, other copyright material and other un-protected technical knowledge ("**Know-how**") that the Supplier had already developed or used before the start of the contract and Know-how, standard software and development tools (together called "**the Supplier's Intellectual Property**") acquired by the Supplier and his vicarious agents the course of providing the service, independently of the Contractual Service. These rights shall not be limited to a specific geographical area, they shall be transferrable, sub-licensable usage rights that are covered by the agreed compensation, providing this is necessary for the Customer and its Affiliated Companies to use the Work Results provided by the Supplier, without further consent being required on the part of the Supplier. This also includes the reproduction, editing and modification of the Supplier's Intellectual Property by the Customer and its Affiliated Companies or third parties, providing that this is required to use the Work Results.

This right of use of the Affiliated Companies is temporary; it ends six calendar months after the point in time at which the Customer and the using company are no longer affiliated with each other.

2.3 Usage rights for customizing services

Where the Supplier has customized his own software or the software of third parties for the Customer, he shall grant the Customer and its Affiliated Companies usage rights to this in accordance with item 2.1.

2.4 Duty to notify

Before the end of the contract the Supplier shall give the Customer written notification of all third-party software, standard software, development tools and other works (such as all documentation required for the further development and processing of the Supplier's performance results) to be used in the context of developing the Work Results, including materials that the Supplier uses under license. These, including the Supplier's rights, are to be listed in the contract. Unless agreed to the contrary in the contract, the Supplier shall grant the Customer the usage rights to third-party software, standard software, development tools and other works in accordance with Item 2.2.

2.5 Coauthors

Where the Supplier's employees or vicarious agents are coauthors, the Supplier warrants that he has acquired from them the right to grant usage and exploitation rights set out in Items 2.1 and 2.2 above.

2.6 Rights to inventions

Where Work Results contain inventive achievements, if the invention has been made by an employee, the Supplier undertakes to claim it in good time and transfer the invention to the Customer. The Customer is free to make the decision whether to register inventions for worldwide intellectual property rights in his name or the name of a third party designated by him. The Supplier undertakes to make any declarations and provide signatures to obtain, maintain and defend inventions. No special remuneration shall be provided for this.

2.7 Granting of rights for updates and supplementary performance

Updates, upgrades, additions, new versions and similar as well as the up dated documentation in each case (together called "**Updates**") provided to the Customer by the Supplier shall also be subject to the provisions of this agreement.

2.8 Continued application

In case usage rights are permanently acquired and provided all agreed remuneration has been paid, the usage rights granted shall not be affected by

withdrawal from the contract, its termination or ending in any other way.

3. Defects and performance disruptions

The Supplier shall take special care to ensure that the Contractual Service is free from third party rights that limit or exclude the use in accordance with the contractually defined scope and that claims by third parties that the rights of use to be granted to the Customer infringe the rights of this third party can be warded off. They shall document their own procurement processes with the greatest accuracy, ensure a secure transfer of rights by drafting contracts with their employees, select sub-suppliers with the greatest possible care, follow up any suspicion of a defect of title immediately and intensively. Should a third party assert such claims, the Supplier shall, upon notification of the Customer that their rights of use are being attacked by a third party, make this information and their expertise available to the Customer without restriction in order to clarify the facts and defend against the alleged claims. If possible, the Supplier shall conclude agreements with its sub-suppliers which enable and ensure comprehensive fulfilment of these obligations. In the event of a legal dispute with the third party, the Supplier shall provide evidence in the correct form according to the respective type of proceedings (e.g. as an affirmation in lieu of an oath or as original documents).

The Supplier also shall take special care to ensure that the Contractual Service meets the Customer's special requirements, the specified or agreed technical or other specifications and is suitable for the planned use that is consistent with the agreed performance requirements.

Any deviation of the Contractual Service from the agreed quality shall always be deemed to be a quality defect. The same shall apply if the Contractual Service is not suitable for the use set out in the contract.

The documentation is deemed to be defective if a knowledgeable user with the level of knowledge usually expected to use the software cannot, by applying reasonable effort with the help of the documentation, operate individual functions or resolve the problems that occur.

The Supplier acknowledges that the smooth interaction between the Contractual Services and the current programs but at least those intended for the purpose of the contract is of utmost importance for the Customer in order to ensure the functioning of Customer's business operations and that Customer has commissioned the Supplier with the provision of Contractual Services and thus does everything they can to ensure that the Contractual Services can be operated free of malfunctions using the Contractual Service on the basis of industrial standards. The Supplier furthermore acknowledges that compliance of the Contractual Service with the current statutory requirements at the time of acceptance is of utmost importance to the Customer and shall take special care to ensure that such compliance is given.

The limitation period for quality defects shall be two years from acceptance of the Contractual Service. The statute of limitations for defects of title shall be two years and commence at the end of the calendar year in which the claim arises and the Customer became aware of the defect of title (in particular infringement of an intellectual property right) and the entitled party received the information or should have done so unless gross negligence was involved. A defect notification by the Customer suspends the statute of limitations. The Customer shall inform the Supplier without delay of any defects that occur up to the time the statute of limitation applies. If required and after consultation, the Customer shall be involved as required in analyzing and rectifying the defect.

3.1 Supplementary performance

The Supplier shall rectify defects immediately and within an appropriate period during the warranty period, taking account of the Customer's interests, and either deliver an improved version of the Contractual Service or provide the Contractual Service from new. If use in accordance with the contract causes an impairment of the rights of third parties, the Supplier shall either modify the Contractual Service so that it does not infringe the protected rights or obtain authorization so that the Contractual Service can be used in accordance with the contract without any limitation and without additional cost for the Customer. The provision of a replacement solution or a workaround can be used as a short-term measure to provide a temporary solution or to bypass the effects of a defect. The defect is not deemed to be rectified until it has been fully resolved within a reasonable period of time.

If the Supplier fails to rectify the defect immediately and if the Customer suffers an unreasonably high disadvantage in relation to the Supplier's disadvantage due to the failure to remedy the defect immediately, the Customer shall be entitled to remedy the defect himself, to have it remedied or to procure a replacement at the Supplier's expense. The costs to be reimbursed by the Supplier shall not be disproportionate and shall be limited to the amount which the Supplier would have incurred if it had rectified the defect itself within the rectification period to which it is entitled. Further legal or contractual claims remain reserved.

3.2 Reduction in the price, withdrawal

If the Supplier refuses to rectify the defect or is unsuccessful in doing so or if the additional period allowed to the Supplier passes without a resolution being found, the Customer may choose whether to reduce the remuneration or

withdraw from the contract in full or in part unless it has remedied the defect himself subject to Item 3.1.

3.3 Withholding of payment and offsetting payments

If the Supplier does not meet his obligations, the Customer may hold back payment for the Contractual Services until the Supplier has fulfilled his obligations in full. The Customer may deduct his claims against the Supplier from remuneration due to the Supplier on account of the Supplier's failure to comply with his obligations.

3.4 Reimbursement of expenses, compensation

More extensive claims, including in relation to compensation and re-imbursement of expenses, shall not be affected.

4. Open-Source-Software

Open Source Software ("OSS") is software, which is generally provided free of charge and open source and can be used under a license, which does not restrict redistribution of the software, allows modifications and derived works and must allow redistribution thereof under the same terms as the license of the original software ("OSS-License"). OSS-Licenses include without limitation "Berkeley Software Distribution License" (BSD), "GNU General Public License" (GPL), and the "GNU Lesser General Public License" (LGPL). Copyleft Licenses are licenses that require that any derivative work or work based on the program is distributed or conveyed only under the original license terms ("Copyleft License").

4.1 Requirements

OSS may only be included in the software provided by the Supplier with prior written approval by the Customer. The Supplier will provide to the Customer all information and materials necessary for deciding on the use of OSS in the software. This includes:

- (i) a transparent and complete list of all components licensed under an OSS-License,
- (ii) the license text of each OSS-License,
- (iii) copyright notices,
- (iv) the results of a state of the art security and vulnerability scan of all open source code used, and
- (v) A clear description and documentation regarding the technical integration of the OSS components.

The Customer will grant the approval in its sole discretion. A granted approval is to be revoked, if the provided information or materials are false or incomplete. OSS-License texts and the respective source code must be provided separately. The Supplier will provide all open source code to the extent that this is required by applicable licenses.

The Supplier will put the Customer in a position to completely comply with all requirements under the applicable OSS-Licenses at all times.

This requirements also apply to any updates, patches, upgrades or new versions of the software.

4.2 Responsibility

The Supplier is aware of its special responsibility to protect the Customer from damage caused by the integration of OSS software in the software supplied by the Supplier and the use of such software by the Customer. In view of this, the Supplier shall take special care that it:

- (i) complies at all times with the license requirements of applicable OSS-Licenses and that the Customer has received all necessary licenses from the authors of the OSS incorporated in the software,
- (ii) has an Open Source Compliance System in place that is in accordance with best practices of the industry,
- (iii) uses only OSS components that are licensed under compatible OSS-Licenses,
- (iv) has not incorporated any Copyleft License in the software,
- (v) has scanned all open source code used in the software for security risks.

4.3 Indemnification

The Supplier shall indemnify, defend, and hold harmless the Customer and Customer's affiliates, employees, directors or agents of any claims, damages, expenses and liability which arise in direct or indirect connection of Supplier's breach of one of the foregoing requirements of obligations, irrespective under what legal theory.

5. Software Development Lifecycle

For work that includes software development, the Supplier shall:

- (i) adopt a Secure Software Development Lifecycle approach according to well known standards, such as IEC 62443 4-1. A certification is expected.
- (ii) provide evidence that identified security requirements and corresponding security controls are designed and implemented into the software.
- (iii) ensure that appropriate security tests including but not limited to static and dynamic code checks and continuous vulnerability assessment are applied in the development and integration pipelines and any issues uncovered are remediated before software release; and
- (iv) allow Customer and/or its agents to carry out Vulnerability Assessments of the developed software. If any vulnerability with a risk score of "high" or "critical"

is found by the Customer, the Supplier shall take action to mitigate the risks before the software release.

6. Vulnerability Management

(i) The Supplier will engage an independent and trusted Vulnerability Assessment service and/or cooperate and assist an independent third party appointed by the Customer in the conduct of Vulnerability Assessments.

(ii) The Supplier shall monthly, review the Supplier's sources of threat and vulnerability information for the latest vulnerabilities, threats and remediation relevant to the systems under the Supplier's management.

(iv) The Supplier shall conduct both network level and application level Vulnerability Assessments to identify controls that may be missing or not effective to protect a target from potential threats.

(v) The Supplier shall implement a remediation plan of mitigation activities once a vulnerability is identified or to prevent a vulnerability from arising, and for prioritising, tracking and monitoring the plan's progress. All remediation plans shall be documented for future reference. Vulnerabilities with a significant security impact shall be remedied as soon as practicably possible in agreement with the Customer. For lower and medium risks, the timescale for remediation shall take into account the cost, time and effort required to mitigate the risks.

(vi) The Supplier shall retest all vulnerabilities post remediation activities, to confirm that the risks have been mitigated to acceptable levels as defined by the Customer.

(vii) The Supplier shall promptly provide the Customer with the following:

- the reports (in original format) of the results and recommendations of the Vulnerability Assessments provided by the independent Vulnerability Assessment service providers; and
- the Supplier's remediation plans to remediate identified vulnerabilities.

(viii) The Supplier shall notify the Customer immediately if it fails to remedy any Critical or High rated Vulnerability and shall propose and agree with the Customer necessary security controls.

(ix) The Supplier shall ensure that all applications, middleware, back-end software, Systems and networks are built and configured securely by default. As part of standard build deployment, technology components will have configuration settings used in accordance with sources of authoritative security recommendations such as those provided by product Suppliers (e.g. Siemens, Microsoft) or industry groups (e.g. ISO, IEC, CIS, NIST, SANS, OWASP).

(x) Vulnerability Assessments, regardless of type or target, and all work and time required to carry out remediation activities, will be at the cost of the Supplier and will not be charged to the Customer.

7. Security Governance

(i) The Supplier will appoint an individual (the "Supplier Security Manager"), to:

- coordinate and manage all aspects of security in accordance with the Agreement; and
- act as the single point of contact on behalf of the Supplier and its Subcontractors in the event of a Security Incident.

(ii) In the event that the Supplier wishes to change the Supplier Security Manager it will notify the Customer in writing, providing contact details for the replacement individual.

(iii) If the Supplier has any questions in relation to any aspect of IT Security or the implementation of the requirements in this Schedule, it will consult with the Customer.

8. Risk Management

(i) Upon reasonable request of the Customer, for the cases when the Supplier interacts with the Customer's IT system, the Supplier will assist the Customer with a Security Risk Assessment of the work, which may be carried out at any time during common business hours.

(ii) In the event that any issues identified from a Security Risk Assessment are rated High or Critical, the Supplier will provide all reasonable assistance to the Customer in the analysis of the risks and identification of appropriate controls to be implemented by Supplier to protect the Customer's Data or Service managed or possessed by the Supplier in accordance with the requirements detailed in this document.

(iii) In the event that the Supplier intends to make any material change to its provision of work, or the Customer requests any material change to the work, the Supplier will perform a Security Risk Assessment.

(iv) The Supplier will ensure that any risks identified in a Security Risk Assessment are promptly remediated, monitored, and managed until their closure. The Supplier shall keep the Customer informed of remediation activities for all risks identified during the Security Risk Assessment.

9. Personnel Security

(i) The Supplier will ensure that any Supplier or Supplier Personnel with access to the Customer Data have been vetted and screened in accordance with this agreement and/or as directed by the Customer.

(ii) The Supplier and its Subcontractors shall ensure that all Supplier Personnel receive any required training and are aware of their responsibilities regarding the security provisions in this agreement.

(iii) The Supplier shall implement and maintain appropriate controls to reduce the risks of human error, theft, fraud or misuse of facilities by the Supplier Personnel.

10. Data Center Security

(i) The Supplier shall implement and maintain appropriate physical and environmental security controls to prevent unauthorised access, damage and interference to any Data Centres containing Customer Data or any information utilised in the provision of the work.

(ii) The Supplier shall ensure that all Data Centres are certified to ISO 27001 (or any standard which replaces or supplements ISO 27001).

(iii) The Supplier shall give the Customer reasonable prior written notice of any proposed change by Supplier of any procedures or policies applicable to a Data Centre which might reasonably be expected to increase the risk to the security and Integrity of any Customer Data.

11. Access Control

(i) The Supplier shall ensure appropriate access control mechanisms are employed to verify and authenticate all users (or entities), whether from the Supplier, a third party or the Customer, before access is granted to the work.

(ii) All users (or entities) which access or request access to the work will be provisioned, managed and authorised as part of a defined access management process.

(iii) The Supplier shall use an authentication method supporting a minimum of a user ID and password combination, where the user IDs and passwords are unique, not reassigned and not shared by a group of users. In the case of administrative accounts, the supplier shall require an additional factor for authentication.

(iv) The Supplier shall require all users transitioning from a lower to a higher privilege or sensitive level of access to re-authenticate.

(v) The Supplier shall use appropriate controls to protect passwords and other access credentials in storage and when transmitted. The Supplier shall not transmit or store passwords in clear text and not visibly display passwords on the Systems when logging in.

(vi) The Supplier shall not hard code user IDs and passwords in scripts or clear text files such as in shell scripts, batch configuration files and connection strings.

12. Network Security

(i) The Supplier shall manage the transmission of the Customer Data in a network environment under the direct control of the Supplier (or a Subcontractor). The network shall be managed and protected from external threats, including but not limited to access control at the physical, network and application levels to allow only those who have legitimately been authorised by the Supplier to have access to the Customer Data. The network shall be segregated to deny access from public or untrusted networks, including networks belonging to third parties with whom the Supplier have not agreed a contract with clauses equivalent to the clauses in this terms and conditions and a separate data processing agreement (DPA).

(ii) The Supplier shall ensure the Systems are updated with the latest and relevant security software and pre-tested and authorised security software patches and fixes from other Supplier-provided Systems regularly and in a timely manner. The Supplier shall conduct Vulnerability Assessments to assess the configuration and software patch status of the systems monthly.

(iii) The Supplier shall ensure that all Customer network connections to the Supplier's network transporting any Customer Data classified "CONFIDENTIAL" over an untrusted network, such as the internet, is via an encrypted network link in compliance with the Customer Security Policies or published standards such as ISO or NIST.

(iv) The Supplier shall ensure auditable events are generated, including but not limited to security specific events, all successful and failed access attempts on the network, and will maintain a log of all changes to the security configurations of the network.

(v) The Supplier shall establish, implement, and manage procedures and a Security Information and Event Management (SIEM) system to monitor the security of the network for suspected intrusion or unauthorised access.

(vi) The Supplier shall ensure that the process and controls used to perform security monitoring will be implemented in such a manner as to maintain the Integrity, confidentiality, and availability of collected security monitoring related events.

(vii) The Supplier shall maintain segregation of any development and test environments from production environments. Any live Customer Data containing Personal Data shall be made anonymous (i.e. converted into a form which does not identify individuals or enable data to be rebuilt to facilitate identification) before they are used for testing and have explicit written approval from the Customer.

(viii) Where a Supplier's system or network is connecting to the Customer network, the Supplier system or network must comply with Customer Security Policies.

13. Subcontractors and Third parties

(i) When engaging a Subcontractor, the Supplier shall procure that the Subcontractor agrees to the same terms and conditions as contained in this document in respect of IT/OT & E/E Systems Security for the direct benefit of the Customer and enter into a separate data processing agreement (DPA), if necessary, whereas it principally deems necessary, if Customer and Supplier have entered into a data processing agreement (DPA).

(ii) Upon request from the Customer, the Supplier shall verify and provide a written report in detail on its Subcontractors' compliance with the security obligations required of the Subcontractors in accordance with this terms and conditions document.

(iii) Where the Supplier engages a third party for the purposes of delivering the work to the Customer, the Supplier will:

- a) authenticate all third party systems using technology and processes to enforce non-repudiation;
- b) implement controls to protect the Supplier's network from unauthorised access between:
 - 1) the third party network and the Supplier's network;
 - 2) the third party network and any internet access points; and
 - 3) the third party network and other third party networks connected to the Supplier's network;
- c) restrict all inbound and outbound connections to or from third party networks to specific hosts, ports and work on these hosts to the minimum required to meet the needs of the Customer;
- d) communicate all changes to the scope of work, including firewall rule changes, to the Customer if requested;
- e) maintain a list of all individuals who have access to the Supplier's network and review the list on a monthly basis;
- f) log all successful and failed third party access and make them available for review by the Customer when required;
- g) immediately notify the Customer of any security breaches, including actual or suspected unauthorised access to or compromise of any system, and take such remedial actions in accordance with this terms and conditions; and
- h) review all third party network connections on an annual basis or when there is a change to the connections and access control requirements and terminate any obsolete or un-required third party connections.

(iv) The Supplier shall be responsible for any breach of duty on the part of its subcontractors to the same extent as it is responsible for its own breach of duty.

14. Security Incident Management

(i) The Supplier shall at all times monitor and verify that all access to the Customer Data is authorised and to check for any Security Incidents.

(ii) In the event of a Critical Security Incident or Major Security Incident, as determined by the Customer, the Supplier shall:

- a) notify the Customer no later than four hours after the Security Incident (including, where necessary, escalating such notification);
- b) respond immediately and in an appropriate manner to such incident in accordance with the Security Service Levels and the procedure set out in the Security Incident Response Plan; and
- c) provide immediate assistance to the Customer and/or Customer's representatives into the investigation and retain all documentation relating to any such investigations.

(iii) The Supplier shall not disclose the details of a Security Incident or weakness to third parties without written authorisation from the Customer.

(iv) The Supplier shall collect and secure evidence in the investigation of a Security Incident using forensics procedures, ensuring a chain of custody and, where necessary, compliance to regulatory requirements.

(v) The Supplier shall classify all reports of Security Incidents as "CONFIDENTIAL" in accordance with the Customer Data Classification Policy and ensure that appropriate controls are applied to protect this information.

(vi) The Supplier shall, in the event of a Security Incident, provide reports on Security Incidents. Such reports shall include, but shall not be limited to:

- a) the source and destination of the event as well as the time, date and type of event;
- b) a weighting of criticality (Low Priority, Major or Critical Security Incident);
- c) a Root Cause Analysis report in respect of each security incident; and
- d) an individual reference number to be tracked.

(vii) Following a Security Incident, or as requested by the Customer, the Supplier shall initiate corrective action to minimise and prevent future Security Incidents relating to the scope of work.

(viii) The Supplier shall invoke backup and recovery procedures in response to Security Incidents that result in lost or damaged information.

1. Security Audits

(i) Supplier shall grant access (during Supplier's regular working hours) to the Customer and/or any external auditors appointed by the Customer, to the premises and/or records of the Supplier for the purposes of:

- a) reviewing the Integrity, confidentiality and security of the Customer Data and/or the scope of work;
- b) ensuring that the Supplier is complying with this terms and conditions; or
- c) carrying out a Vulnerability Assessment of any of the systems containing Customer Data.

(ii) Customer shall be entitled to conduct an audit in accordance with paragraph (i) once in any calendar year during the term of the Agreement, provided that the Customer shall be entitled to conduct an audit at any time if it reasonably suspects Supplier to be in material breach of this terms and conditions.

(iii) In the event of an investigation into suspected fraudulent or criminal activity relating to IT/OT & E/E Systems Security and/or the provision of the work by the Supplier or any of its Subcontractors, the Supplier shall provide to the Customer, any statutory or regulatory auditors of the Customer, and their respective authorised agents, prompt access to the premises and records of the Supplier for the purposes of conducting an audit and Supplier shall render all necessary assistance to the conduct of such investigation at all times during the period of the Agreement or any time thereafter.

(iv) Each party shall bear its own costs and expenses incurred in exercising its rights or complying with its obligations.

(v) The Supplier shall, and will procure that its Subcontractors shall, provide the Customer (and/or its agents or representatives) with the following:

- a) all information requested by the Customer within the permitted scope of any audit;
- b) access to any sites or Data Centres controlled by the Supplier in which any equipment owned by the Customer is used in the performance of the work for the purposes of an audit;
- c) access to records held in the Supplier information systems for the purposes of an audit; and
- d) access to Supplier and Supplier Personnel for the purposes of an audit.