



The right way to buy a car.



4100 Mystic Valley Parkway  
**Medford, MA 02155**  
 (781) 395-6400  
 Parts Direct: (781) 333-3373  
 www.sentrycars.com

**NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.**  
 ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE, AND ORIGINAL PACKAGING.  
 ALL RETURNS MUST BE MADE WITHIN 48 HOURS. **20% RE-STOCK CHARGE ON ALL RETURNED PARTS.**  
NO REFUNDS WITHOUT THIS INVOICE

**DISCLAIMERS OF WARRANTIES**

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED 30 JUN 16	TERMS CHARGE ACCT	DATE SHIPPED 12 JUL 16	INVOICE DATE 12 JUL 16	INVOICE NUMBER 223604
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ACCOUNT NO. 9300  
 (617) 625-6600  
 HIGHWAY DEPT.  
 CITY OF SOMERVILLE  
 1 FRANEY RD  
 SOMERVILLE, MA 02145-2510

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Comp Code FO=G

PAGE 1 OF 1

SHIP VIA	SLSM. 9915	TAX I.D. 046001414	B/L NO.	P.O. NUMBER STK
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ORD.	QUANTITY SHIP	B.C.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
6	6	0	BC3Z*7R081*A	TUBE ASY	122.28	88.04	528.24
SEE INV#223182							

**THIS  
IS  
YOUR  
ONLY  
INVOICE**

\*OUR NEW FAX NUMBER IS 781-874-0136\*  
 UNDAMAGED CORES DUE WITHIN 7 DAYS  
 CORES MUST BE IN ORIGINAL PACKAGING  
 AND DRAINED OF ALL FLUIDS.  
 THANK YOU FOR YOUR PATRONAGE.

CUSTOMER'S SIGNATURE  
 X

PARTS	528.24
SUBLET	
FREIGHT	0.00
SALES TAX	0.00
<b>TOTAL</b>	<b>\$528.24</b>

**PARTS STORE  
Motorcraft**

**Amaral Trucking  
28 Robinson Street  
Somerville, MA 02143**

City of Somerville  
Department of Public Works  
1 Franey Road  
Somerville, MA 02145

2016 Snow Removal Invoice: AMA010116

2/4/2016 – 3:00am – 6:30pm (15.5 hours) – 1 ton pickup @ \$95.00 per hour - \$1,472.50

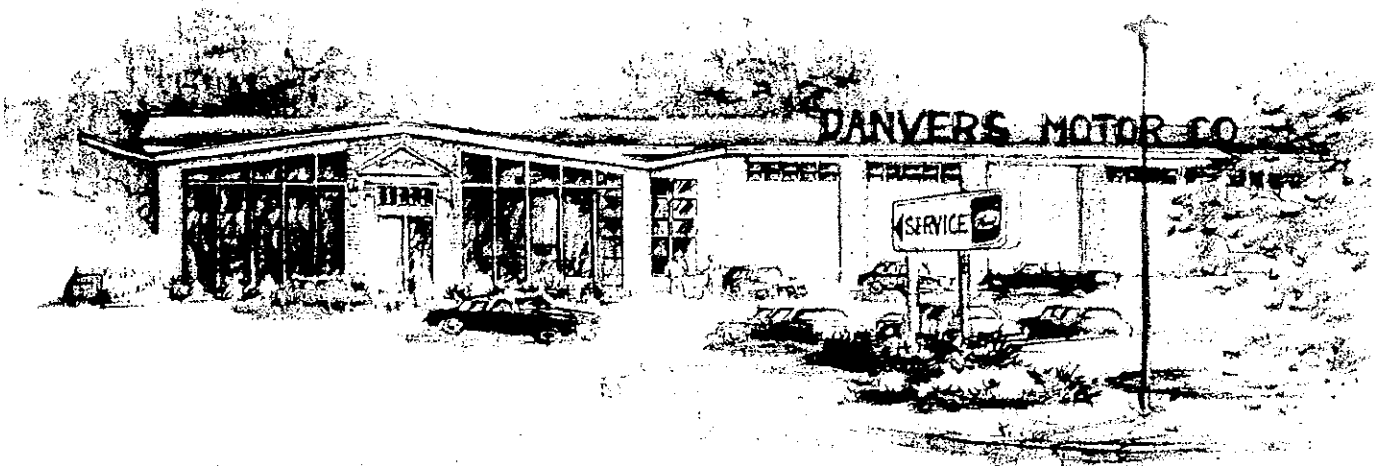
2/8/2016 – 12:00pm – 1:00am (13 hours) – 1 ton pickup @ \$95.00 per hour - \$1,235.00

2/8/2016 – 12:00pm – 3:00pm (3 hours) – 1 ton pickup @ \$95.00 per hour - \$285.00

**Total Due: \$2,992.50**







Invoice number  
**10524**

May 24 2016

Vendor 103555

City of Somerville  
1 Franey Rd  
Somerville Ma 02145

Road Reconstruction?  
5731

923K Sidewalk Repairs  
446K Road Repair  
23K Radio equipment

4 60 month 100,000 mile ford Premium Care extended service plans  
\$2025.00 \$8.100.00

Serial number 1FADP3R43FL376094 1FADP3R45FL376095  
1FADP3R41FL376093  
1FADP3R47FL376096

5705  
51055

4530  
-4118  
432 balance



# VEHICLE SERVICE CONTRACT

## APPLICATION, TERMS & CONDITIONS

(Includes up to and including Transit and F 550 series)



**PROTECT**

### REGISTRATION INFORMATION

Vehicle Identification Number 1FA0P3R47FL376096		Signature Date 10-22-15	Warranty Start Date 10-6-15	<input type="checkbox"/> CPO
Internet Sale <input type="checkbox"/> Yes <input type="checkbox"/> No	Current Mileage 20	Current Hours*	IPP <input type="checkbox"/>	Term <input type="checkbox"/>
Surcharges: <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> Turbocharger/Supercharger <input type="checkbox"/> Snowplow <input type="checkbox"/> Commercial Use <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford police interceptor), Limo, Livery, Shuttle, Tow Truck				<input type="checkbox"/> Incomplete (Cab/Chassis) <input type="checkbox"/> Limo/Livery Wrap <input type="checkbox"/> Component Wrap (Non-CPO)

**New Plan Coverage:** Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is \$100  
 LeaseCARE - New PremiumCARE with Wear Items on Ford and Lincoln vehicles - (Standard Deductible is \$0)  
 Rental Care - (RentalCARE - Standard Deductible is \$0)  
 Super Duty Coverages - (Diesel EngineCARE, Diesel EngineCARE Plus - Standard Deductible is \$100)

**Used Plan Coverage:** Core (PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is \$100)

### PLAN COVERAGE

New Plan  Used Plan

Plan Name A	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*			
PremiumCare	100	60	100000					\$2025	\$	\$2025
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Interior/Exterior Lighting Delete										
Plan Name B	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*	\$	\$	\$
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Interior/Exterior Lighting Delete										
*Super Duty Coverages and Incomplete Vehicle Plan Coverages require Current Hours and Expiration Hours for all vehicles with an hour meter.								Total	\$	\$

### DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

**Mississippi Residents Only:** By signing below, I agree to the binding arbitration language in the Mississippi Section.

**Washington Residents Only:** By initialing this box, I acknowledge I have reviewed with Dealer the section of this Service Contract titled, What This Agreement Covers and What is Not Covered, Your Responsibilities for Care of the Vehicle, Implied Warranty of Merchantability and Your and Our Rights to Cancel Agreement.

Signature (not valid without Signature)

### SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not Valid without Signature) <i>[Signature]</i>				Signature Date 10-22-15	
Name Somerville City of DPW			Address 1 Franer Rd		
City Somerville	State MA	Zip Code 02145	E-mail Address		Service Contract Lienholder Name nae

### DEALERSHIP INFORMATION

Dealership Signature <i>[Signature]</i>	
Dealer Name Dartmoor Motor Co Inc	
Address 1 106 Sylvan St.	Address 2
City Dartmoor	State MA
Zip Code 01923	Telephone No
Employee Stars Id	P&A Code 08873

**FOR OFFICE USE ONLY**

# NATIONAL VEHICLE SERVICE CONTRACT

## APPLICATION, TERMS & CONDITIONS

(Vehicles up to and including Transit and F 550 series)



PROTECT

### REGISTRATION INFORMATION

Vehicle Identification Number 1FA0P3R41FL376093		Signature Date 10-22-15	Warranty Start Date 10-8-15	<input type="checkbox"/> CPO
Internet Sale <input type="checkbox"/> Yes <input type="checkbox"/> No	Current Mileage 17	Current Hours*	IPP <input type="checkbox"/>	Term <input type="checkbox"/>
Surcharges: <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> Turbocharger/Supercharger <input type="checkbox"/> Snowplow <input type="checkbox"/> Commercial Use <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford police Interceptor), Limo, Livery, Shuttle, Tow Truck				<input type="checkbox"/> Incomplete (Cab/Chassis) <input type="checkbox"/> Limo/Livery Wrap <input type="checkbox"/> Component Wrap (Non-CPO)

**New Plan Coverage:** Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)  
 LeaseCARE - New PremiumCARE with Wear Items on Ford and Lincoln vehicles - (Standard Deductible is \$0)  
 Rental Care - (RentalCARE - Standard Deductible is \$0)  
 Super Duty Coverages - (Diesel EngineCARE, Diesel EngineCARE Plus - Standard Deductible is \$100)

**Used Plan Coverage:** Core (PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is \$100)

### PLAN COVERAGE

New Plan  Used Plan

Plan Name A	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*			
PremiumCare	100	60	100000					\$2025	\$	\$2025
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Interior/Exterior Lighting Delete										
Plan Name B	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*	\$	\$	\$
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Interior/Exterior Lighting Delete										
*Super Duty Coverages and Incomplete Vehicle Plan Coverages require Current Hours and Expiration Hours for all vehicles with an hour meter.								Total	\$	\$

### DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

<b>Mississippi Residents Only:</b> By signing below, I agree to the binding arbitration language in the Mississippi Section.	<b>Washington Residents Only:</b> By initialing this box, I acknowledge I have reviewed with Dealer the section of this Service Contract titled, What This Agreement Covers and What is Not Covered, Your Responsibilities for Care of the Vehicle, Implied Warranty of Merchantability and Your and Our Rights to Cancel Agreement.
_____ Signature (not valid without Signature)	_____ Signature

### SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not valid without Signature) <i>M Bone</i>		Signature Date 10-22-15
Name Somerville City of DPW		Address 1 Francis Rd
City Somerville	State MA	Zip Code 02145
E-mail Address		Service Contract Lienholder Name None

### DEALERSHIP INFORMATION

Dealership Signature <i>[Signature]</i>		FOR OFFICE USE ONLY
Dealer Name Danves Motor Co Inc		
Address 1 106 Sylvan St	Address 2	
City Danvers	State MA	
Zip Code 01923	Telephone No	
Employee Stars Id	P&A Code 08873	

# NATIONAL VEHICLE SERVICE CONTRACT

## APPLICATION, TERMS & CONDITIONS

(Vehicles up to and including Transit and F 550 series)



**PROTECT**

### REGISTRATION INFORMATION

Vehicle Identification Number <b>1FADP3R45FL376095</b>		Signature Date <b>10-22-15</b>	Warranty Start Date <b>10-9-15</b>	<input type="checkbox"/> CPO
Internet Sale <input type="checkbox"/> Yes <input type="checkbox"/> No	Current Mileage <b>27</b>	Current Hours*	IPP <input type="checkbox"/>	Term <input type="checkbox"/>
Surcharges: <input type="checkbox"/> 12 Months/12,000 Miles		<input type="checkbox"/> Turbocharger/Supercharger	<input type="checkbox"/> Snowplow	<input type="checkbox"/> Commercial Use
<input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford police Interceptor), Limo, Livery, Shuttle, Tow Truck)		<input type="checkbox"/> Component Wrap (Non-CPO)		

**New Plan Coverage:** Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)  
 LeaseCARE - New PremiumCARE with Wear Items on Ford and Lincoln vehicles - (Standard Deductible is \$0)  
 Rental Care - (RentalCARE - Standard Deductible is \$0)  
 Super Duty Coverages - (Diesel EngineCARE, Diesel EngineCARE Plus - Standard Deductible is \$100)

**Used Plan Coverage:** Core (PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is \$100)

### PLAN COVERAGE

New Plan  Used Plan

Plan Name A	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax	
		Months	Mileage	Hours*	Date	Mileage	Hours*				
PremiumCare	100	60	100000					\$ 2025	\$	\$ 2025	
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Interior/Exterior Lighting Delete											
Plan Name B	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax	
		Months	Mileage	Hours*	Date	Mileage	Hours*				\$
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Interior/Exterior Lighting Delete											
*Super Duty Coverages and Incomplete Vehicle Plan Coverages require Current Hours and Expiration Hours for all vehicles with an hour meter.								Total	\$	\$	\$

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Signature (not valid without Signature)

### SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not Valid without Signature) <i>[Signature]</i>				Signature Date <b>10-22-15</b>	
Name <b>Somerville City of OAW</b>			Address <b>1 Franey Rd</b>		
City <b>Somerville</b>	State <b>MA</b>	Zip Code <b>01923</b>	E-mail Address	Service Contract Lienholder Name <b>None</b>	

### DEalersHIP INFORMATION

Dealership Signature <i>[Signature]</i>	
Dealer Name <b>Danvers Motor Co Inc</b>	
Address 1 <b>106 Sylvan St.</b>	Address 2
City <b>Danvers</b>	State <b>MA</b>
Zip Code <b>01923</b>	Telephone No
Employee Stars Id	P&A Code <b>08873</b>

**FOR OFFICE USE ONLY**



# ORIGINAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

(All Vehicles up to and including Transit and F 550 series)



**PROTECT**

## REGISTRATION INFORMATION

Vehicle Identification Number <b>1FADP3R43FL376094</b>		Signature Date <b>10-22-15</b>	Warranty Start Date <b>10-9-15</b>	<input type="checkbox"/> CPO
Internet Sale <input type="checkbox"/> Yes <input type="checkbox"/> No	Current Mileage <b>21</b>	Current Hours*	IPP <input type="checkbox"/>	Term <input type="checkbox"/>
Surcharges: <input type="checkbox"/> 12 Months/12,000 Miles		<input type="checkbox"/> Turbocharger/Supercharger	<input type="checkbox"/> Snowplow	<input type="checkbox"/> Commercial Use
<input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford police Interceptor), Limo, Livery, Shuttle, Tow Truck				<input type="checkbox"/> Incomplete (Cab/Chassis)
				<input type="checkbox"/> Limo/Livery Wrap
				<input type="checkbox"/> Component Wrap (Non-CPO)

**New Plan Coverage:** Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)  
 LeaseCARE - New PremiumCARE with Wear Items on Ford and Lincoln vehicles - (Standard Deductible is \$0)  
 Rental Care - (RentalCARE - Standard Deductible is \$0)  
 Super Duty Coverages - (Diesel EngineCARE, Diesel EngineCARE Plus - Standard Deductible is \$100)

**Used Plan Coverage:** Core (PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is \$100)

## PLAN COVERAGE

New Plan  Used Plan

Plan Name A	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*			
Premiumcare	100	60	100000					\$2025	\$	\$2025
Options	<input type="checkbox"/> First Day Rental Delete		<input type="checkbox"/> Enhanced Rental		<input type="checkbox"/> Interior/Exterior Lighting Delete					
Plan Name B	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*	\$	\$	\$
Options	<input type="checkbox"/> First Day Rental Delete		<input type="checkbox"/> Enhanced Rental		<input type="checkbox"/> Interior/Exterior Lighting Delete					
*Super Duty Coverages and Incomplete Vehicle Plan Coverages require Current Hours and Expiration Hours for all vehicles with an hour meter.								Total	\$	\$

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Signature (not valid without Signature)

## SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not Valid without Signature) <i>M Bone</i>			Signature Date <b>10-22-15</b>		
Name <b>Somerville City of DPW</b>			Address <b>1 Franey Rd</b>		
City <b>Somerville</b>	State <b>MA</b>	Zip Code <b>02145</b>	E-mail Address	Service Contract Lienholder Name <b>NONE</b>	

## DEALERSHIP INFORMATION

Dealer Signature <i>[Signature]</i>		<b>FOR OFFICE USE ONLY</b>
Dealer Name <b>Danvers Motor Co Inc</b>		
Address 1 <b>106 Sylvan St.</b>	Address 2	
City <b>Danvers</b>	State <b>MA</b>	
Zip Code <b>01923</b>	Telephone No	
Employee Stars Id	P&A Code <b>08873</b>	



1525 HANOVER STREET  
HANOVER MA 02339

# Invoice

Invoice Number:

28677

Invoice Date

6/20/2016

PHONE: 781-826-9755 FAX: 781-829-0240

**Billed To:**

Somerville Fire Department E6M  
Central Station  
266 Broadway  
Somerville MA 02145

**Work Performed For:**

Somerville Fire Department  
Central Station  
266 Broadway  
Somerville MA 02145

P.O. Number	Payment Terms	Due Date	Service Rep	Ship Date	Work Done	Project
	Net 30	7/20/2016		6/20/2016	6-6-16	266 Broadway
Quantity	Description			Unit Price	Extension	
1	Hose, Upper 4" x 25 ft with airline			803.00	803.00	
1	2' x 4" High Temperature lower hose (Black)			160.00	160.00	
	Discount			-57.78	-57.78	
	Labor - No Charge Service Contract				0.00	
Reference Work Order			16613			
					Sales Tax (0.0%)	\$0.00
Please reference invoice number on all correspondence					Total Invoice Amount	\$905.22
Check No:					Payments/Credits	\$0.00
Finance charges at 1 1/2% monthly (18% annual rate) will be added to all overdue accounts					<b>Balance Due</b>	\$905.22



# SIEMENS

# Invoice

Cust PO No                      Cust PO Date                      Quotation No

Sales Order No                      Sales Ord Date                      Lock Box No

2600072182                      03/03/2014                      3283

Invoice No                      Date

5620004657                      08/17/2015

Customer No                      Page 2 of 4

30464277

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
800	HX102146 ELECTRICIAN (RT)-Manning 7/7 ECCN: EAR99  Customer PO item #: 000800	H	2.50	100.00	250.00
900	HX102210 SERVICE/BUCKET TRUCK-Manning 7/7 ECCN: EAR99  Customer PO item #: 000900	H	2.50	10.00	25.00
	Notes: For Street Light Maintenance EXTRAS In the City of Somerville For the Month of July 2015 See attached for details				
	SII IC RCM BOSTON 8 Progress Rd Billerica MA 01821 Phone: 978-262-9010 Fax: 978-262-9020				
	State Taxes				0.00

Total Wt.:                      0 KG                      Currency: USD                      Invoice Total:                      1,141.40

Payment Terms: Net Due 30 Days                      Net Due By: 03/11/2016

\*These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European/national export authorization. Items without label or with label "AL/N" / "ECCN/N", may require authorization from responsible authorities depending on the final end-use, or the destination.

\*We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof.

## SIEMENS STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.
2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (ii) apply, then Siemens' standard prices in effect when the Products ship.
  - (a) **Payment.** Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.
  - (b) **Credit Approval.** All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Siemens may recover shipped Products from the carrier pending such assurances.
  - (c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.
  - (d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.
  - (e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
  - (f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
  - (g) **Suspension/Termination Right.** Siemens may suspend work if an undisputed invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.
3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.
4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.
  - (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.
6. **FORCE MAJEURE / DELAYS.** If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.
7. **BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.
8. **INDEMNITY.** Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.
9. **WARRANTIES.** (a) **Warranties.** Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.
  - (b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.
  - (c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.
  - (d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
  - (e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.
  - (f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.
  - (g) **THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.
11. **PATENT AND COPYRIGHT INFRINGEMENT.** Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s)

which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Siemens will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. **BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT.** Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Siemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence. Siemens' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.



## SIEMENS STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.
2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (ii) apply, then Siemens' standard prices in effect when the Products ship.
  - (a) **Payment.** Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.
  - (b) **Credit Approval.** All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Siemens may recover shipped Products from the carrier pending such assurances.
  - (c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.
  - (d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.
  - (e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
  - (f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
  - (g) **Suspension/Termination Right.** Siemens may suspend work if an undisputed invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.
3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.
4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.
  - (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.
6. **FORCE MAJEURE / DELAYS.** If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.
7. **BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.
8. **INDEMNITY.** Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.
9. **WARRANTIES.** (a) **Warranties.** Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.
  - (b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.
  - (c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.
  - (d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
  - (e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.
  - (f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.
  - (g) **THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.
11. **PATENT AND COPYRIGHT INFRINGEMENT.** Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s)



which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Siemens will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Siemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence. Siemens' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

# SIEMENS

# Invoice

Cust PO No                      Cust PO Date                      Quotation No

Sales Order No                      Sales Ord Date                      Lock Box No

2600072182                      03/03/2014                      3283

Invoice No 5610010695	Date 08/17/2015
Customer No 30464277	Page 1 of 3

<b>Bill To:</b>	<b>Sold To:</b>	<b>Ship To:</b>
CITY OF SOMERVILLE 1 FRANEY RD SOMERVILLE MA 02145	CITY OF SOMERVILLE 1 FRANEY RD SOMERVILLE MA 02145	CITY OF SOMERVILLE 1 FRANEY RD SOMERVILLE MA 02145

<b>Remit check payments to:</b>	<b>Remit Incoming Wires To:</b>	<b>Remit Incoming ACH's To:</b>
SIEMENS INDUSTRY, INC. PO Box 3283 CAROL STREAM IL 60132	Citibank New York 111 Wall Street New York, New York 10043 USA ABA# 021000089 Swift: CITIUS33 Account: 30847747	Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631 Account: 30847747 ABA# 021000089
Send Remittance Instructions to: IUSMobilityrequest.Industry@siemens.com		

<b>Delivery#:</b>	<b>Ship Date:</b>
INCO Terms: Free on board ORIGIN	

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
5	TYZ:RCM_MNT_STREET SL Routine ECCN: EAR99  Customer PO item #: 000005  Notes: For Street Light Maintenance In the City of Somerville For the Month of July 2015 See attached for details  SII IC RCM BOSTON 8 Progress Rd Billerica MA 01821 Phone: 978-262-9010 Fax: 978-262-9020	PC	1	3,984.96	3,984.96
	G&A				0.00
	State Taxes				0.00
	Total Taxes				0.00

<b>Total Wt.:</b> 0 KG	<b>Currency:</b> USD	<b>Invoice Total:</b> 3,984.96
<b>Payment Terms:</b> Net Due 60 Days		<b>Net Due By:</b> 10/16/2015

\*These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label or with label "AL:N"/"ECCN:N", may require authorization from responsible authorities depending on the final end-use, or the destination.

\*We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof.

## SIEMENS STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.
2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (ii) apply, then Siemens' standard prices in effect when the Products ship.
- (a) **Payment.** Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.
- (b) **Credit Approval.** All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Siemens may recover shipped Products from the carrier pending such assurances.
- (c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.
- (d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.
- (e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
- (f) **Disputed Invoice.** If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
- (g) **Suspension/Termination Right.** Siemens may suspend work if an undisputed invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.
3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.
4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.
- (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.
- Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.
6. **FORCE MAJEURE / DELAYS.** If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.
7. **BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.
8. **INDEMNITY.** Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.
- Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.
9. **WARRANTIES.** (a) **Warranties.** Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.
- (b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.
- (c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Siemens under this Agreement.
- Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.
- (d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
- (e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.
- (f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.
- (g) **THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL, OR OPPORTUNITY; COSTS OF CAPITAL; COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE; LOSS OF INFORMATION AND DATA; LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION; CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS; OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.
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11. **PATENT AND COPYRIGHT INFRINGEMENT.** Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s)

which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Siemens will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

16. **MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

17. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

20. **EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

21. **PRODUCT RETURNS.** Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Siemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence. Siemens' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.



## SIEMENS STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. **APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgment issued by Siemens form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.
  2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (ii) apply, then Siemens' standard prices in effect when the Products ship.
    - (a) **Payment.** Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the Invoice date in United States Dollars.
    - (b) **Credit Approval.** All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Siemens may recover shipped Products from the carrier pending such assurances.
    - (c) **Installment Shipment.** Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.
    - (d) **Taxes, Shipping, Packing, Handling.** Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.
    - (e) **Late Payments.** Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
    - (f) **Disputed Invoice.** If Buyer disputes all or any portion of an Invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the Invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the Invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the Invoice or the remainder of the Invoice, plus any accrued interest on the late payment.
    - (g) **Suspension/Termination Right.** Siemens may suspend work if an undisputed Invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed Invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.
  3. **DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.
  4. **DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.
  5. **TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.
    - (b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.
  6. **FORCE MAJEURE / DELAYS.** If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.
  7. **BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.
  8. **INDEMNITY.** Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.
  9. **WARRANTIES.** (a) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.
    - (b) **Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.
    - (c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any equipment not provided by Siemens under this Agreement.Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.
  - (d) **Warranty Period.** Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
  - (e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.
  - (f) **Transferability.** The Warranties are only transferable during the warranty period and only to the Product's initial end-user.
  - (g) **THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.
11. **PATENT AND COPYRIGHT INFRINGEMENT.** Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s)

which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Siemens will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. **CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

14. **CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.

15. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

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19. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

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21. **PRODUCT RETURNS.** Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

22. **NUCLEAR.** Unless expressly authorized in writing by Siemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence. Siemens' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.

23. **SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

**BUILDING SOLUTIONS**

**INVOICE**

BILLING DATE	06/30/2016
ACCOUNT NUMBER	538795
INVOICE NUMBER	5236842997
DATE DUE	07/10/2016
AMOUNT DUE	2,150.38

**PLEASE REMIT PAYMENT TO:**

**INVOICE TO:**

CITY OF SOMERVILLE  
 DEPT OF PUBLIC WORKS  
 1 FRANEY RD.  
 SOMERVILLE MA 02144

HONEYWELL INTERNATIONAL INC  
 BUILDING SOLUTIONS  
 12490 COLLECTIONS CENTER DR.  
 CHICAGO IL 60693

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BILLING DATE	06/30/2016
ACCOUNT NUMBER	538795
INVOICE NUMBER	5236842997
DATE DUE	07/10/2016
AMOUNT DUE	2,150.38

**Honeywell**

**BUILDING SOLUTIONS**

CUSTOMER PO NUMBER

20177369

**INVOICE**

PAYMENT TERMS

10 DAYS NET

QUANTITY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
INSTALLATION OF A/C. PICKED UP SUPPLIES FOR JOB. SET CONDENSER ON ROOF PAD. PIPED IN REFRIGERATION LINES FOR SPLIT A/C SYSTEM. PIPED IN CONDENSATE LINE. LEAK CHECKED, EVACUATED AND CHARGED SYSTEM. WAITING FOR ELECTRICAL WORK TO BE COMPLETED.				
		CONDENSER PAD F1742783		258.94
		FITTINGS F17427835		98.44
		LABOR (TOTAL HRS 11,500)		1,748.00
		SAFETY AND ENVIRONMENT COMPLIANCE CHARGE		45.00
<p>OUR JOB NUMBER: F6184 F17427835 000044675640 0040099005                  WORKSITE: SOMERVILLE DPW                  1 FRANEY ROAD                  SOMERVILLE MA 02145</p> <p>DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO:                  TERESA WALKER                  PHONE NO: 866-207-2892                  FAX NO: 800-884-6388                  EDA.WALKER@HONEYWELL.COM</p> <p>DIRECT SERVICE INQUIRIES TO:                  SERVICE RESPONSE CENTER (877) 487-6720 gsrccservicedispatch@honeywell.com</p>				
PAY THIS AMOUNT IN USD				2,150.38



**BUILDING SOLUTIONS**

**INVOICE**

BILLING DATE	11/11/2016
ACCOUNT NUMBER	538795
INVOICE NUMBER	5238183076
DATE DUE	11/25/2016
AMOUNT DUE	4,606.06

**PLEASE REMIT PAYMENT TO:**

**INVOICE TO:**

CITY OF SOMERVILLE  
 DEPT OF PUBLIC WORKS  
 1 FRANEY RD  
 SOMERVILLE MA 02144

HONEYWELL INTERNATIONAL INC  
 BUILDING SOLUTIONS  
 12490 COLLECTIONS CENTER DR.  
 CHICAGO IL 60693

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BILLING DATE	11/11/2016
ACCOUNT NUMBER	538795
INVOICE NUMBER	5238183076
DATE DUE	11/25/2016
AMOUNT DUE	4,606.06

**BUILDING SOLUTIONS**


CUSTOMER PO NUMBER

1650334

**INVOICE**

PAYMENT TERMS

PER CONTRACT

PROJECT	INVOICE	DESCRIPTION	AMOUNT
40099005	5238183076	THIS INVOICE COVERS: CHARGES FOR MECHANICAL & ELECTRICAL FROM 06/16/2016 THROUGH 06/30/2016  PROJECT NAME SOMERVILLE HVAC MULTI 1 FRANEY ROAD SOMERVILLE MA 02145  DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO: TERESA WALKER PHONE NO: 866-207-2692 FAX NO: 800-884-6388 EDA.WALKER@HONEYWELL.COM	4,606.06
PAY THIS AMOUNT IN USD 			4,606.06

## BUILDING SOLUTIONS

## INVOICE

BILLING DATE	11/11/2016
ACCOUNT NUMBER	538795
INVOICE NUMBER	5238182603
DATE DUE	11/25/2016
AMOUNT DUE	5,670.25

PLEASE REMIT PAYMENT TO:

**INVOICE TO:**

CITY OF SOMERVILLE  
 DEPT OF PUBLIC WORKS  
 1 FRANEY RD  
 SOMERVILLE MA 02144

HONEYWELL INTERNATIONAL INC  
 BUILDING SOLUTIONS  
 12490 COLLECTIONS CENTER DR.  
 CHICAGO IL 60693

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BILLING DATE	11/11/2016
ACCOUNT NUMBER	538795
INVOICE NUMBER	5238182603
DATE DUE	11/25/2016
AMOUNT DUE	5,670.25

**BUILDING SOLUTIONS**

CUSTOMER PO NUMBER

20120649

INVOICE

PAYMENT TERMS

PER CONTRACT

PROJECT	INVOICE	DESCRIPTION	AMOUNT
40099006	5238182603	THIS INVOICE COVERS: CHARGES FROM 06/01/2016 THROUGH 06/15/2016  PROJECT NAME SOMERVILLE ESCO MAINT 1 FRANEY ROAD SOMERVILLE MA 02145  DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO: TERESA WALKER PHONE NO: 866-207-2692 FAX NO: 800-884-6388 EDA.WALKER@HONEYWELL.COM	5,670.25
PAY THIS AMOUNT IN USD →			5,670.25



15 Winchester Street Medford, MA 02155

Phone: (781) 396-5300 Fax: (781) 396-5304

# Invoice

Invoice Date 12/11/2015  
 Invoice Number 378609  
 Sales Order #  
 Account Number 12698

**Bill To**

SOMERVILLE, CITY OF DPW  
 DEPT OF PUBLIC WORKS  
 1 FRANEY ROAD  
 SOMERVILLE, MA 02145

**Ship To**

Terms	PO Number	Ship	Via	Ordered By	Received By
Net 30	A29292		PICK UP		

Quantity	Item Code	Backordered	Description	Price Each	Amount
1	BT5780	0	ELECTRODE KIT	15.64	15.64
1	DN80B90	0	90.80 B DE VAN	4.44671	4.45

Please Remit Payment As Soon as Possible. We appreciate your business very much.	<b>Subtotal</b>	\$20.09
	<b>Sales Tax (6.25%)</b>	\$0.00
	<b>Total</b>	\$20.09
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$20.09



Telephone .....: 800-376-7856  
 Fax .....: 763-478-8393

Remit to: PO Box 500, Medina, MN 55340-0500

Somerville DPW  
 1 Franey Rd  
 Attn Accounts Payable  
 Somerville, MA 02145

# Invoice

Number .....: 23296195-1  
 Date .....: 6/27/2016  
 Page .....: 1 of 1  
 Sales order .....: 1606277994  
 Requisition .....:  
 Your ref. ....:  
 Our ref. ....: 20129  
 Payment .....: Net 30 days  
 Invoice account .....: 7878782

<b>BILL TO:</b>
Somerville DPW 1 Franey Rd Attn Accounts Payable Somerville, MA 02145

<b>SHIP TO:</b>

S.O. No.	P.O. No.	Rep	Terms	Ship Date	Ship Via	FOB
1606277994	JR0100		Net 30		02	SHPT

Item number	Description	Quantity	Unit price	Discount	Amount
20141	10" FREUD BLADE- 40T - FUSION	1.00	99.97		99.97
1001	ACTIVATE GIFT CARD	1.00	25.00	25.00	0.00
29114	SAWSTOP STANDARD 10" BRAKE CARTRIDGE	1.00	69.00		69.00
26192	SAWSTOP DADO 8" BRAKE CARTRIDGE	1.00	89.00		89.00

**PAST DUE**

Subtotal	0.00
Discount	0.00
Total misc. charges	0.00
Sales Tax	0.00
<b>Total</b>	<b>257.97</b> USD

Payment per 7/27/2016