Industry Mall Terms and Conditions of Sale and Delivery

Dated May 7, 2020


By using the Industry Mall (http://www.siemens.com/industrymall/fi), the buyer ("Buyer") can purchase equipment and software products as well as services ("Products") described in the Industry Mall from Siemens Osakeyhtiö ("Siemens") subject to the following Industry Mall Terms and Conditions of Sale and Delivery ("T&Cs"). The T&Cs apply exclusively for orders placed with Siemens Osakeyhtiö, Finland. Purchasing of Products from any other Siemens entity having a registered office outside of Finland shall be exclusively subject to the terms and conditions of the respective Siemens entity.

By using the function 'place order', the Buyer accepts the Industry Mall Terms and Conditions of Sale and Delivery. As an individual, you accept the T&Cs on behalf of the Buyer that may for example be the company that you work for. Please ensure for your own interests that you have full authority to represent the Buyer with respect to the order.

2. Applicable Terms and Conditions of Delivery

Subject to Section 3, the orders for Products placed via Industry Mall shall be governed by the following terms.

Orders for Products via Industry Mall shall be governed by Siemens Osakeyhtiö’s General Delivery Terms ("General Delivery Terms") available at www.siemens.fi/general-delivery-terms supplemented by General License Conditions for Software Products for automation and Drives for Customers with a Seat or registered Office in Finland ("General License Conditions") available at www.siemens.fi/di-general-license-conditions. The General License Conditions shall apply for stand-alone software Products and software Products forming a part of a product or project. Should there be any discrepancies between the General Delivery Terms and the General License Conditions, the General License Conditions shall prevail.

To the extent the Products offered in the Industry Mall are covered by an existing master or framework agreement between the Buyer and Siemens Osakeyhtiö ("Framework Agreement"), the terms and conditions of the Framework Agreement shall apply instead of Sections 2 and 4 of the T&Cs. However, in addition to the Framework Agreement, Sections 1, 3, 5 and 6 of the T&Cs shall apply.

3. Product Specific Terms and Conditions

Notwithstanding Section 2, the terms and conditions referred to in Section 2 shall not apply to Products, which include specific terms and conditions in the text of the product description in the Industry Mall. For such Products, the specific terms and conditions in the text of the product description shall apply exclusively. The applicable Product specific terms and conditions are available through the link in the text of the description of the relevant Product in the Industry Mall or upon request in print form through the Siemens contact person marked in the offer/order confirmation.

4. Prices

The prices are in € (Euro) currency.

The sales tax (value added tax) is not included in the prices. It shall be debited separately at the respective rate according to the applicable legal regulations.
Prices are subject to change without prior notice. Siemens will debit the prices valid at the time of the order.

For orders placed via Industry Mall, no order handling fee is charged.

5. Additional Terms and Conditions

If the Buyer uses within the scope of the electronic order process via the Industry Mall the possibility to insert a “text free of choice” (F), the statements inserted into this text (F) solely suit for the purpose of the Buyer’s internal purchase order processing. The statements inserted into this text (F) are not noticed by Siemens, are adopted as they stand and are reproduced on the purchase order documents solely to suit for the purpose of the Buyer's internal purchase order processing. Therefore, the statements do not affect the contractual relationship and are legally not binding.

The dimensions are in mm. In Germany, according to the German law on units in measuring technology, data in inches only apply to devices for export.

Illustrations are not binding.

Insofar as there are no remarks on the corresponding pages - especially to data, dimensions and weights given – these are subject to change without prior notice.

6. Export regulations

If and to the extent the sale or supply of Products is subject to prior authorization by the competent export control authorities of the European Union, the agreement on the sale or supply of Products shall come into force only upon granting of such authorization. Siemens shall not be obligated to fulfill the agreement if such fulfillment is prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos and/or other sanctions.

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

Prior to any transfer of goods, works and services provided by us to a third party the Buyer shall in particular check and guarantee by appropriate measures that

- there will be no infringement of an embargo imposed by the European Union, by the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
- such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
- the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

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

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

The T&Cs are subject to change without prior notice.