Twenty Questions regarding MPA long:

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|  | **Question** | **Answer** | **Clause** |
| 1 | Who are the Parties auf the Agreement? | Fantasy Company and Siemens (better answer)  or:  Supplier and Siemens | Coversheet |
| 2 | What is the effective Date? | The date on which duly authorized representatives of both Parties have signed this Agreement. | 1.12 “Effective Date” shall mean the date on which duly authorized representatives of both Parties have signed this Agreement. |
| 3 | Is a earthquake a force majeure event? | Yes. | 1.14 “Force Majeure Event” shall mean the occurrence of an event or condition that is beyond a Party’s reasonable control and which cannot reasonably be foreseen including natural disasters or catastrophic events such as epidemics, nuclear accidents, fire, flood, typhoons or **earthquakes**, war, riots, sabotage or revolutions, but not strikes or lockouts of Supplier’s or its subcontractor’s personnel. |
| 4 | Is a pandemic a force majeure event? | No. | 1.14 “Force Majeure Event” shall mean the occurrence of an event or condition that is beyond a Party’s reasonable control and which cannot reasonably be foreseen including natural disasters or catastrophic events such as epidemics, nuclear accidents, fire, flood, typhoons or earthquakes, war, riots, sabotage or revolutions, but not strikes or lockouts of Supplier’s or its subcontractor’s personnel. |
| 5 | What is in Annex 7 | Code of Conduct | 2.2 The following Annexes are attached to and form an integral part of this Agreement:  Annex 7 Code of Conduct |
| 6 | What happens to the prior agreements of the Parties? | They will be superseded and canceled by this Agreement with the exception of the MPA light dated 20 August 2000 which shall remain unaffected. | 2.6 Prior agreements  This Agreement shall supersede and cancel any previous agreements between the Parties relating to the subject matter of this Agreement with the exception of  MPA light dated 20 August 2000  which shall remain unaffected. |
| 7 | What does the global key account management do? | The global key account management acts as promoter of Siemens’ interests within Supplier’s organization and support Siemens’ business strategy.  Such global key account management shall also supervise the relevant Contact Persons in the specific sales segments. | 3.2 Global key-account management  To ensure the smooth implementation of the Agreement Supplier shall install for Siemens a global key-account management, which shall act as promoter of Siemens’ interests within Supplier’s organization and support Siemens’ business strategy.  Such global key account management shall also supervise the relevant Contact Persons in the specific sales segments. |
| 8 | Is Siemens allowed to copy the Documentation? | Yes. | 5.3 Without limiting the rights granted under Article 4.1, Customer shall be entitled to use, copy, modify, translate, distribute or otherwise make available the Documentation of Supplier at no charge. Customer may sublicense the rights set forth in this Article 5 to Siemens, its Affiliates, Sales Partners and Siemens Customers. |
| 9 | What is Siemens’ minimum volume commitment? | There is no minimum volume commitment. | 8.1 The scope of Supplier’s supply obligation shall depend on Agreed Orders pursuant to this Article 8 (Purchase Orders).  There is no obligation to place Purchase Orders and no minimum purchase commitment of Siemens and Affiliates of Siemens. Estimates or forecasts furnished by Siemens or Affiliates of Siemens to Supplier shall not constitute a Purchase Order or a commitment to purchase. |
| 9a | What is Siemens’ purchase volume commitment? | There is no minimum purchase commitment. | 8.1 The scope of Supplier’s supply obligation shall depend on Agreed Orders pursuant to this Article 8 (Purchase Orders).  There is no obligation to place Purchase Orders and no minimum purchase commitment of Siemens and Affiliates of Siemens. Estimates or forecasts furnished by Siemens or Affiliates of Siemens to Supplier shall not constitute a Purchase Order or a commitment to purchase. |
| 9b | Did Siemens accept a minimum purchase vommitment? | No, there is no minimum purchase commitment. | 8.1 The scope of Supplier’s supply obligation shall depend on Agreed Orders pursuant to this Article 8 (Purchase Orders).  There is no obligation to place Purchase Orders and no minimum purchase commitment of Siemens and Affiliates of Siemens. Estimates or forecasts furnished by Siemens or Affiliates of Siemens to Supplier shall not constitute a Purchase Order or a commitment to purchase. |
| 10 | When shall the Supplier confirm the receipt of any Purchase Order? | Within 3 days. | 8.4 Supplier shall confirm the receipt of any Purchase Order by fax within 3 (three) Working Days and shall accept any Purchase Order within 10 (ten) Working Days after Issuance. The Purchase Order shall be deemed to have been received if the transmission of the Purchase Order by EDI, other Electronic Media or fax is documented through positive transmission report. |
| 10a | When shall the Supplier confirm the receipt of any PO? | Within 3 days. | 8.4 Supplier shall confirm the receipt of any Purchase Order by fax within 3 (three) Working Days and shall accept any Purchase Order within 10 (ten) Working Days after Issuance. The Purchase Order shall be deemed to have been received if the transmission of the Purchase Order by EDI, other Electronic Media or fax is documented through positive transmission report. |
| 10b | How much time does the Supplier have to confirm the Purchase Order? | 3 days | 8.4 Supplier shall confirm the receipt of any Purchase Order by fax within 3 (three) Working Days and shall accept any Purchase Order within 10 (ten) Working Days after Issuance. The Purchase Order shall be deemed to have been received if the transmission of the Purchase Order by EDI, other Electronic Media or fax is documented through positive transmission report. |
| 11 | Ca the Supplier reject a Purchase Order? | Yes, if it is not in conformance the terms and conditions of this Agreement. | 8.5 Supplier may only reject a Purchase Order within 10 (ten) Working Days after Issuance if and to the extent it is not in conformance with the terms and conditions of this Agreement. Any rejection shall specify in detail the non-conformance of the Purchase Order. Supplier and Customer shall promptly discuss the further procedure. |
| 12 | How long is the lead time for standard Products? | 5 weeks | 11.1 Products shall be delivered and Services shall be performed at the Place of Delivery within regular business hours at the Delivery Date. The Delivery Date shall not exceed the Lead Times as defined in Article 11.1.1 and specified in Annex 2. If not explicitly specified in Annex 2, the Lead Times shall be as follows:   Standard Products 5 weeks |
| 13 | What are the LDs in case of late delivery? | EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. | 11.3.6 If and when Supplier fails to meet any agreed Delivery Date, except for reasons of Force Majeure, Supplier shall pay to Customer the amount of EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. The payment of any of these amounts or parts thereof shall not discharge Supplier of its obligations to supply the Products and/or Services or of any other liabilities or obligations under this Agreement and/or any Agreed Order and/or by law. Customer shall not be required to reserve its rights under this Article 11.3.7, in particular, when the Products or Services are received or accepted. |
| 13a | What are the Supplier’s obligation in case of late delivery? | EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. | 11.3.6 If and when Supplier fails to meet any agreed Delivery Date, except for reasons of Force Majeure, Supplier shall pay to Customer the amount of EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. The payment of any of these amounts or parts thereof shall not discharge Supplier of its obligations to supply the Products and/or Services or of any other liabilities or obligations under this Agreement and/or any Agreed Order and/or by law. Customer shall not be required to reserve its rights under this Article 11.3.7, in particular, when the Products or Services are received or accepted. |
| 13b | What are the Supplier’s obligation in case of not meeting the delivery date? | EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. | 11.3.6 If and when Supplier fails to meet any agreed Delivery Date, except for reasons of Force Majeure, Supplier shall pay to Customer the amount of EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. The payment of any of these amounts or parts thereof shall not discharge Supplier of its obligations to supply the Products and/or Services or of any other liabilities or obligations under this Agreement and/or any Agreed Order and/or by law. Customer shall not be required to reserve its rights under this Article 11.3.7, in particular, when the Products or Services are received or accepted. |
| 13c | What shall the Supplier pay in case of not meeting the agreed Delivery Date? | EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. | 11.3.6 If and when Supplier fails to meet any agreed Delivery Date, except for reasons of Force Majeure, Supplier shall pay to Customer the amount of EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. The payment of any of these amounts or parts thereof shall not discharge Supplier of its obligations to supply the Products and/or Services or of any other liabilities or obligations under this Agreement and/or any Agreed Order and/or by law. Customer shall not be required to reserve its rights under this Article 11.3.7, in particular, when the Products or Services are received or accepted. |
| 13c | What is the maximum amount per event when the Supplier fails to meet any agreed Delivery Date? | EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. | 11.3.6 If and when Supplier fails to meet any agreed Delivery Date, except for reasons of Force Majeure, Supplier shall pay to Customer the amount of EUR 500 (five hundred Euros) for each set of Documentation delayed and 1% (one percent) of the sum of the purchase price of the Agreed Order and of the purchase prices of the Products and/or Services which cannot be used because of the delay per calendar day of delay, up to a maximum amount per event of 30% (thirty percent) of such price. The payment of any of these amounts or parts thereof shall not discharge Supplier of its obligations to supply the Products and/or Services or of any other liabilities or obligations under this Agreement and/or any Agreed Order and/or by law. Customer shall not be required to reserve its rights under this Article 11.3.7, in particular, when the Products or Services are received or accepted. |
| 14 | When shall the Customer pay? | Within 90 days | 12.3 Customer shall pay for Products and Services within  (i) 90 days net or  (ii) 14 (fourteen) days and deduction of 3% (three percent) discount or  (iii) 30 (thirty) days and deduction of 2% (two percent) discount |
| 15 | What is the discount if the Customer pays within 30 days? | 2 %. | 12.3 Customer shall pay for Products and Services within  (i) 90 days net or  (ii) 14 (fourteen) days and deduction of 3% (three percent) discount or  (iii) 30 (thirty) days and deduction of 2% (two percent) discount |
| 16 | Which management systems shall the Supplier maintain? |  | 13.1 Supplier shall maintain a certified management system in accordance with DIN EN ISO 9001 or a comparable standard. Supplier shall also maintain a certified management system in accordance with DIN EN ISO 14001 and ISO 45001 or comparable standards. |
| 17 | How long is the warranty period? | 48 (forty-eight) months from the receipt of the ordered Products and Services at the Place of Destination or 36 (thirty-six) months from the date of delivery by Customer or Sales Partner to the Siemens Customer, whichever occurs earlier. | 12.4 Unless otherwise agreed the warranty period for all warranties under this Article 15 (Warranty) shall last 48 (forty-eight) months from the receipt of the ordered Products and Services at the Place of Destination or 36 (thirty-six) months from the date of delivery by Customer or Sales Partner to the Siemens Customer, whichever occurs earlier. |
| 18 | May confidential information be distributed to Affiliates of the company? | yes | 23.1 Neither Party shall use the other Party’s Confidential Information for any purpose other than for the implementation and performance of this Agreement and Agreed Orders (hereinafter referred to as “Purpose”).  Confidential Information shall not be distributed or disclosed in any way or form by the receiving Party to any third party except to its own employees, consultants, advisers or bankers (hereinafter referred to as “Advisers”) and to the employees and Advisers of its **Affiliates** and to Sales Partners, only if reasonably required for the Purpose and provided each of them is bound by confidentiality obligations in respect of the Confidential Information substantially similar to those contained in this Article 24 (Confidentiality, Restricted Use and Data Protection) either by their employment agreement or otherwise in writing prior to such disclosure. |
| 19 | Which law does apply? | The substantive law of Germany, | Article 28 - Choice of Law  This Agreement and related other agreements or Purchase Orders shall be governed by, and all disputes in connection with this Agreement and related other agreements or Purchase Orders shall be resolved in accordance with the substantive law of Germany, without regard to that jurisdiction’s conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. |
| 20 | Where is the seat of arbitration? | Munich | 27.3.3 The seat of arbitration shall be Munich. The language to be used in the ADR procedure and the arbitration proceeding shall be English. |