

1. General

- 1.1. These terms and conditions of purchase shall apply to all Kummler + Matter EVT Ltd. (hereinafter "KuMa EVT") orders exclusively. General business and other contractual terms and conditions of the supplier shall only apply if KuMa EVT has expressly consented to these in writing. In the event of any discrepancies between the other languages versions of these terms the German version shall prevail.
- 1.2. The supplier shall supply deliveries and services (hereinafter also referred to as the contract object) as ordered in a professional manner with due care and attention using the most appropriate materials and deploying staff trained for this. All deliveries and services that were not expressly ordered by KuMa EVT but which are necessary, or usually required, for the specified function of the contract object, shall be considered as part of the contract object.
- 1.3. All agreements and legally relevant declarations of the parties to the contract must be made in writing in order to be valid.
- 1.4. Should one term of these general terms of purchase prove to be unworkable in whole or in part, the parties to the contract shall replace this term with a new agreement that is the closest approximation to its legal and economic success.
- 1.5. Where there are differences in the various language versions of these Terms & Conditions, the German version shall be deemed the authoritative one.

2. Ordering and order confirmation

- 2.1. KuMaEVT shall send the order to the supplier. The contract shall become effective once the supplier accepts the order. The supplier shall confirm acceptance by despatching an order confirmation immediately. Deviations and additions by the supplier in the order confirmation shall only apply once KuMa EVT has consented to these expressly and in writing.
- 2.2. Should the confirmation not be received and the supplier does not reject the order in full or in part within 5 days, then the order shall be regarded as having been accepted without reservation or amendment. By accepting the order, the supplier declares that it has all the necessary information and documents to fulfil the contract.

3. Prices and payment terms and conditions

- 3.1. Unless otherwise agreed, the prices listed are fixed prices. They include all costs, fees and other expenditure for meeting the contract, including all incidental costs for a DDP delivery (place of delivery) in accordance with INCOTERMS 2020 (incl. unloading). VAT must be indicated separately. The cost of waiting times during unloading is to be borne by the supplier.
- 3.2. For orders without a fixed price quotation, the supplier must provide KuMa EVT with a guideline price before carrying out the order. This will only become definitive (with the exception of small orders up to CHF 500) upon written approval of the guide price.
- 3.3. In comparable circumstances, the supplier shall grant KuMa EVT at least the same advantages as those granted to the most favoured third party.
- 3.4. The invoices are to be sent in immediately after dispatch of the goods. Each order shall be invoiced separately and in detail. As a rule, payment takes place within 30 days with a 2% discount or within 45 days net from the date of contract fulfilment and invoicing. The decisive point in time for the calculation of the payment periods and the cash discount deduction entitlement is the receipt of the correct invoice by KuMa EVT.
- 3.5. In the event of a deficient delivery and/or service, payment shall only be made 30 days after the deficiencies have duly been made good and/or a replacement delivery or service has been provided. KuMa EVT reserves the right to offset against any counter-claims.

4. Delivery date and consequences of delay

- 4.1. The delivery dates stated in the order are binding. The supplier is obliged to take action without delay in order to avert any anticipated or identifiable delays, and to inform KuMa EVT in writing of any such action. Partial deliveries are only permitted if they have been expressly agreed. When a delivery date is not met, this will be regarded as a delay without notification of the same. In the event of a delay, KuMa EVT shall be entitled to insist on fulfilment or, after the expiry of an appropriate extension which has gone unused, to forego the subsequent delivery and/or service and to withdraw from the contract without the obligation to pay compensation. KuMa EVT shall also be entitled to demand a contractual penalty of 2% of the total contractual sum for each week or part of a week of delay. The total of the contractual penalty is limited to 10% of the total contractual sum. KuMa EVT reserves the right to make further claims for compensation in every case. The acceptance of a delayed delivery and/or service shall not be regarded as a renouncement of claims to compensation.

5. Transport, insurance and packing

- 5.1. The supplier must clearly mark every delivery and include the respective freight documents, documentation and bills of delivery necessary (with a copy to KuMa EVT). If the freight documents and/or documentation are missing, the delivery shall be stored at the expense and risk of the supplier until the missing documents have arrived.
- 5.2. Partial and remainder deliveries are only permissible when they have been expressly agreed upon.
- 5.3. They must be designated as such. The supplier shall bear full responsibility for proper packing and correct transportation. All mechanical parts shall be adequately protected against damage and corrosion, and insulating parts given additional protection against damp. The supplier shall adhere to any special instructions regarding packing and transportation in line with the order. All costs, fees and other expenditure for packing and transport are the responsibility of the supplier. Shipment shall be effected on the account and at the risk of the supplier. The supplier is responsible for insurance, loss and damage during transport. The arrival clause DDP (place of delivery) of INCOTERMS 2020 applies.
- 5.4. All packaging material shall be taken back or disposed of at the supplier's expense. If the packaging material is not collected at the request of the project management, KuMa EVT is entitled to dispose of it at the supplier's expense and deduct it from the next invoice.

6. Place of fulfilment, benefits and risk and transfer of ownership

- 6.1. The place of fulfilment for the supplier's delivery and/or service shall be the place of delivery specified in the order. The place of fulfilment for payment shall be the registered office of the purchaser.
- 6.2. For deliveries with an installation obligation, the benefit and risk are transferred upon acceptance; for deliveries without an installation obligation the benefit and risk are transferred upon delivery to the place of fulfilment as per the contract. Ownership is transferred upon delivery at the place of fulfilment or upon payment, whichever occurs first.
- 6.3. Material supplied or provided by KuMa EVT for the purposes of carrying out an order shall remain the property of KuMa EVT even after it has been processed, even if the value of the work is greater than that of the material delivered.
- 6.4. The control of the delivery by KuMa EVT is not bound to a certain period of time, but it will take place as soon as possible after receipt of the complete delivery (including the associated documentation). If the inspection of the delivery does not reveal any significant defects, provisional acceptance by KuMa EVT will take place. Defects will be notified as soon as they are discovered. The supplier waives the defence of late notification of defects.

7. Warranty and rectification of deficiencies

- 7.1. The supplier grants KuMa EVT full title and material warranty. The supplier is liable for the fault-free nature and suitability of the contract object, not only for normal application purposes but also for those purposes notified to the supplier as well as for the qualities assured.
- 7.2. The warranty period is (i) two years from the delivery of the contract object at the place of fulfilment or (ii) for goods intended for installation, five years from acceptance by the owner at which these systems were installed. The warranty period is extended by the length of any period during which the contract object is unserviceable due to a fault and/or its rectification. If the manufacturer provides a longer warranty period or a longer warranty period has been agreed between KuMa EVT and the supplier, this shall then prevail. Once a deficiency has been subsequently rectified or a replacement item or service has been supplied, the warranty period starts to run afresh. KuMa EVT is entitled to give notice of defects at any time during the warranty period. Payments from KuMa EVT do not signify the relinquishment of the right to notify defects.
- 7.3. In a case covered by the warranty, KuMa EVT shall be entitled to require a subsequent rectification, price reduction, replacement service (if necessary in another more suitable construction/design) or rescission as it sees fit. The supplier shall bear all costs connected with the rectification of the deficiency (including transportation costs and travel expenses). In urgent cases and if the supplier, despite an appropriate grace period, does not make good the defects or does not do so properly, KuMa EVT shall also be entitled to remedy the defects itself, have the defects remedied or procure a replacement at the supplier's cost. Further claims for damages shall remain expressly reserved in every case. Indirect benefits that arise for KuMa EVT from the subsequent remedying of defects shall not be taken into consideration.
- 7.4. Raw materials and semi-finished products that prove to be defective when being processed are to be replaced without taking into consideration the period between delivery and the ascertaining of their defective state.
- 7.5. The period of limitation for the supplier's warranty shall run for 6 months beyond the agreed warranty deadline.
- 7.6. The warranty rights of KuMa EVT expire 8 years after the final acceptance by the client. The rights arising from defects which the supplier has intentionally concealed shall, on the other hand, expire after 10 years.

8. Liability and indemnity

- 8.1. Statutory liability terms and conditions apply. Should the contract object be defective, the supplier shall also take over the costs in full for determining the defects, including any costs for the deinstallation and installation of the contract object in a plant upon first being requested by KuMa EVT. If the delivery suffers from such substantial defects or otherwise deviates so much from the contract that it is unusable for KuMa EVT or that KuMa EVT cannot reasonably be expected to accept it, KuMa EVT may withdraw from the contract and claim damages.
- 8.2. The supplier shall be liable for all damages caused to KuMa EVT or third parties by the delivery, the supplier or its personnel to the exclusion of consequential damages such as power failure or loss of profit.

9. Plans, (technical) documents and intellectual property

- 9.1. The documents upon which the order is based and which have been made available by KuMa EVT, such as samples, tools, software, plans, drawings, calculations, etc., are binding. The supplier shall check the statements made by K+M EVT without delay and report errors and ambiguities promptly. All rights to the order documentation remain with KuMa EVT. There is also no intention to confer licences to these rights on the supplier or any third parties.

10. Safety and regional stipulations

- 10.1. The supplier guarantees that the contract object corresponds to the current state-of-the-art technology, as well as all applicable safety conditions and technical norms (incl. the applicable stipulations in the destination country insofar as the respective country is known). Upon demand, the supplier shall issue the requisite standard certificates and details of origin. The supplier shall indemnify KuMa EVT for any damage arising to it due to non-adherence to these stipulations and standards.
- 10.2. The supplier undertakes to act in accordance with all principles listed by Bouygues Energies & Services in the 'CSR Charter for suppliers and subcontractors' (<https://www.bouygues-es.ch/en/suppliers>). This Charter forms a component of the General Terms and Conditions of Purchase. Any failure to comply with the principles set out in this Charter shall constitute a breach of contractual obligations.

11. Disposal, ecology

- 11.1. The materials used must always correspond to the latest knowledge with regard to their later disposal. If, for technical and/or economic reasons, ecologically problematic materials nevertheless have to be used, then KuMa EVT must be made aware of this in writing.
- 11.2. If materials or products supplied contain environmentally hazardous substances (as per the statutory stipulations at the place of destination), then the supplier assures KuMa EVT that they will be taken back and disposed of in line with regulations. This shall also apply, if need be, to substances and materials altered after use.
- 11.3. Packaging, wrappings and the like are to be taken back by the supplier for disposal without charge.

12. Health and safety and employment law

- 12.1. The supplier undertakes to comply with the health and safety regulations and the working conditions at the place of performance and to ensure equal treatment of men and women with regard to equal pay. The working conditions shall be deemed to be the overall and normal employment contracts. In the absence of such contracts, the actual local and customary working conditions shall apply.
- 12.2. The Supplier undertakes to transfer the health and safety regulations and working conditions to its subcontractors, subcontractors and subcontractors.
- 12.3. The Supplier undertakes to take into account the guideline 'Occupational health and safety for temporary employees and subcontractors of the companies of Bouygues Energies & Services in Switzerland' (<https://www.bouygues-es.ch/en/suppliers>). This guideline is an integral part of the GTCP. Any failure to comply with the principles set out in this guideline shall constitute a breach of contractual obligations.
- 12.4. Upon entering buildings, land and/or construction or assembly sites belonging to KuMa EVT, the safety instructions and regulations of KuMa EVT are to be observed. In the event of any of these being ignored, KuMa EVT disclaims all liability.

13. Software

- 13.1. If software forms part of the item being supplied, the supplier will hand over the object code as well as the source code and associated documentation upon delivery. The documentation must enable KuMa EVT to use and maintain the software as intended. KuMa EVT itself may develop the software further or have it developed further by third parties.

14. Confidentiality

- 14.1. The supplier undertakes to use the order documentation and other know-how, data and information of any kind and nature that it comes to know in connection with the order only in the context of the purpose of the contract, and to treat the same confidentially. Any other use requires the prior written consent of KuMa EVT.

15. Assignment and subcontractors

- 15.1. The supplier is prohibited from assigning claims against KuMa EVT to third parties without the former's prior written consent. The full or partial transfer of deliveries and/or services to third parties also requires the prior written consent of KuMa EVT. The supplier shall be liable for their actions and omissions as if it were providing the performance itself.

16. Advertising

- 16.1. Any reference to the business relationship with KuMa EVT for advertising purposes requires the prior written consent of KuMa EVT.

17. Amendments and withdrawal from the contract

- 17.1. KuMa EVT is entitled to request amendments and additions to the order at any time. Deadline and cost consequences arising from this are to be notified to KuMa EVT by the supplier immediately. The contractual conditions of the original order are equally applicable. Amendments to delivery and/or service on the part of the supplier are to be authorised in writing in advance by KuMa EVT.
- 17.2. KuMa EVT can withdraw from the contract at any time in full or in part. In this case, the supplier has an entitlement to compensation for work already carried out, as well as for preparatory work that cannot be reversed and cannot be used elsewhere. The supplier must keep the costs that arise as low as possible. There shall be no further claims on the part of the supplier.

18. Place of jurisdiction and applicable law

- 18.1. The sole place of jurisdiction is the location of KuMa EVT.
- 18.2. The legal relationship is governed exclusively by substantive Swiss law. The conditions of the Vienna Convention on the International Sale of Goods (CISG) as well as the conflict of law rules of the Swiss Federal Act on International Private Law have been expressly excluded.
- 18.3. Differences of opinion do not entitle the supplier to interrupt the work and refuse any contractual services and KuMa EVT to refuse due payments.

Zurich, 4 May 2021

Kummler + Matter EVT Ltd.