

## General Terms and Conditions of Purchase Equans CH

December 2023

### 1. AREA OF VALIDITY

These General Terms and Conditions of Purchase (hereinafter abbreviated to GTCP) apply to written orders placed by an Equans company in Switzerland (hereinafter abbreviated to Equans) for the delivery of goods with minor additional services.

The general terms and conditions of the supplier and other documents, additions to or deviations from these GTCP form part of the contract only if Equans has explicitly agreed this in writing and specified it in its order, even if the supplier returns its terms and conditions with its order confirmation.

### 2. OFFER

Offers, consultations, designs, demonstrations, sample deliveries, etc. are free of charge for Equans. The offer must adhere exactly to Equans' request specifications. Any deviations must be clearly indicated. Although additional variants and options are desired, they should be shown separately from the original request items on the offer to ensure clarity.

Unless Equans' request states otherwise, a binding period of 90 days applies.

### 3. ORDERS AND CONCLUSION OF CONTRACT

Orders must be made in writing in order to be binding. Verbal agreements, understandings, additions and changes will take effect only on written confirmation.

Orders must be confirmed immediately by the supplier, stating the order reference. Deviations and additions in the order confirmation must be clearly highlighted; these become contractually valid only with the express and written consent of Equans.

### 4. PRICES, DISCOUNTS, PRICING BASES

The prices listed in the order are binding fixed prices in Swiss francs (CHF) and include all costs and fees necessary for the proper fulfilment of the contract. Additional discounts agreed alongside the standard conditions apply unchanged until the contract is fulfilled. Additional costs and surcharges, such as cutting costs, small quantity, express and delivery date surcharges etc. apply only if these have been explicitly agreed in writing. Applicable VAT must be stated clearly.

Advance payments are made only against a bank guarantee from a first-class Swiss bank for at least 10% of the net order value.

### 5. DOCUMENTATION

Full documentation is part of the scope of delivery. This also includes any technical documents that Equans may need for a conformity test.

### 6. DELIVERY DEADLINES, DELIVERY DELAYS

The dates listed on the order are binding fulfilment dates at the designated destination. Partial or advance deliveries require the written consent of Equans.

If the delivery deadline is missed, the supplier will be in default without a reminder. Any delivery delays foreseeable by the supplier must be reported to Equans immediately after identification, with indication of the grounds and the

probable duration of the delay in writing. In the event of a delivery delay, Equans is entitled to insist on fulfilment of the contract or, after a reasonable grace period has elapsed, to withdraw from the contract for subsequent delivery or service without any obligation to pay compensation to the supplier.

Claims for damages due to late delivery are expressly reserved. The acceptance of a late delivery or service fulfilment or the payment of an additionally agreed contractual penalty does not equate to a waiver of claims for compensation.

### 7. INVOICING AND PAYMENT CONDITIONS

Unless otherwise agreed, all invoices are paid net within 60 days, provided that the goods and services have been delivered in full and free of faults. Other payment terms must be agreed in writing.

The corresponding proof of service performance (work report, measurement logs, etc.) must be enclosed on delivery of the invoice.

Invoices without proof of service performance will be rejected by Equans.

In the case of payments on account, the netting amount is generally based on the actual status of the delivery of goods or service fulfilment. Advance payments are made only against a bank guarantee.

### 8. TRANSPORT AND PACKAGING CONDITIONS

Unless otherwise agreed, goods are delivered free of charge to the place of fulfilment, including transport, HVC, insurance and unloading.

A delivery order stating the information requested by the purchaser, including any necessary customs documentation, must be enclosed with every consignment.

The supplier is responsible for appropriate packaging. It must be designed in such a way that the goods are protected against transport-related damage during delivery and weather effects and corrosion during interim storage at the construction site. If special care is required when unpacking, the supplier must attach a clearly visible notice of this on the packaging.

Packaging that is the property of the supplier must be collected from the designated destination at the supplier's expense and risk.

### 9. RETURNS

The supplier agrees to take back standard goods not required by Equans in their original packaging against a reimbursement of the price and deduction of the usual transport costs.

### 10. PLACE OF FULFILMENT, TRANSFER OF USE AND RISKS

The contractual place of fulfilment is the designated destination (delivery address).

Transfer of use and risk takes place on acceptance of the delivery at the place of fulfilment by the purchaser.

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## 11. ACCEPTANCE, WARRANTY AND NOTIFICATION OF DEFECTS

Definitive acceptance takes place after the final inspection at the designated destination. An acceptance review with logging is carried out at the request of Equans.

The supplier guarantees to Equans that the contract subject does not have any characteristics that reduce its value or suitability, that it meets the contractually agreed specifications and requirements and complies with the standards and laws at the designated destination.

Unless otherwise agreed, the warranty period of five years (60 months) begins following the final fault-free acceptance of the entire structure and lasts 5 years (60 months). In the case of repairs or replacement deliveries, the warranty period begins again following the new, fault-free acceptance for these parts or construction stages. Equans is entitled to claim faults at any time within the warranty period. The burden of proof for the lack of faults lies with the supplier.

In the event of warranty claims, Equans reserves the right to either demand a repair, replacement or price reduction from the supplier, or to withdraw from the contract entirely. All services related to rectification of faults are carried out at the expense and risk of the supplier. If the supplier does not rectify the faults within the scheduled time period, Equans is entitled to have the faults rectified at the supplier's expense. Any further claims for damages remain expressly reserved.

## 12. ASSIGNMENT, PLEDGING, OFFSETTING, SUBCONTRACTING

The assignment or pledging of rights and claims and the transfer of contractual obligations are not permitted in whole or in part without the written consent of Equans. The supplier may not offset Equans' claims against its own counterclaims.

Assignment of work to sub-contractors is prohibited without the express written consent of Equans.

## 13. LEGAL PROVISIONS, OCCUPATIONAL SAFETY AND EMPLOYMENT LAW

The legal provisions, requirements and regulations applicable at the designated destination must be observed fully.

When assigning personnel, the supplier undertakes, for itself and the entire order chain, to comply with all legal provisions, regulations, instructions, guidelines and technical recommendations applicable to the assignment and employment of personnel related to compliance with minimum working and wage conditions, undeclared work, work and residence permits, and occupational safety. The necessary written evidence must be sent to the purchaser at Equans without prompting before work begins.

In the event of violations of these provisions, the supplier must indemnify Equans fully.

Equans' provisions on health and occupational safety and the life-saving rules ('our 12 golden rules') must be observed by the sub-contractor and, in the event of any further sub-

contracting, by all companies involved.  
<https://www.equans.ch/einkauf/>

## 14. ETHICS

The Supplier must also adhere to the Ethics & Compliance Policy of the Equans Group, which can be found here:  
<https://www.equans.com/about-us/ethics-compliance>.

## 15. LIABILITY

The supplier is generally liable for non-compliance with contractual obligations within the framework of the legal liability provisions. If the contract subject is defective, the supplier is also liable in particular for identification of the defects and for any necessary removal and reinstallation.

The supplier must indemnify Equans for claims by third parties arising from faulty products or improperly provided services (e.g. water damage), infringement of intellectual property rights and any other breaches of contract. If a builder's right of lien is registered provisionally or definitively in connection with the supplier's contract fulfilment, the supplier will redeem the lien at its own expense on first request.

The supplier declares that it has liability insurance coverage of at least CHF 5 million and will provide written evidence of this from its insurance company on first request.

## 16. INTELLECTUAL PROPERTY

Equans retains all rights to all documents, plans, sketches, software, calculations etc. made available to the supplier. Without the prior written consent of Equans, these may not be used or duplicated for any purpose other than the performance of the contractual services. The rights to the supplier's work results transfer to Equans. Equans will obtain an unrestricted right of use to third-party rights. These services are covered by the contractual consideration.

## 17. CONFIDENTIALITY

All documents and information relating to the contract fulfilment must be treated as strictly confidential and not made accessible to third parties.

## 18. ADVERTISING

References to business relationships with Equans for advertising purposes require the written consent of Equans.

## 19. CONTRACT CHANGES

All changes, additions and addenda to the contract between supplier and purchaser must be made in writing and signed by both parties (order change).

## 20. ENVIRONMENT

The supplier undertakes to comply with the legal environmental regulations applicable at the place of fulfilment. It is also committed to the sustainable use of natural resources, to low as possible environmental pollution and to disposal of waste in an environmentally friendly manner. Written evidence of this must be provided upon request.

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### 21. APPLICABLE LAW AND PLACE OF JURISDICTION

This legal relationship is subject to Swiss substantive law. The provisions of the Federal Act on Private International Law (PILA) and the UN Convention on Contracts for the International Sale of Goods (CISG Vienna Convention) are expressly agreed.

The exclusive place of jurisdiction is Zurich. Equans is also entitled to take legal action against the supplier at the latter's location.

### 22. FINAL PROVISIONS

If individual provisions of these GTCP prove to be wholly or partially invalid, this will not affect the validity of the remaining provisions of these GTCP. In this case, the contracting parties undertake to replace such provisions with other provisions that come closest to the intended economic purpose.

Zurich, December 2023