

General Terms and Conditions of Purchase for Services Equans CH December 2023

1. AREA OF VALIDITY

These General Terms and Conditions of Purchase for Services (hereinafter abbreviated to GTCPS) apply to the purchase of services by an Equans company in Switzerland (hereinafter abbreviated to Equans).

These provisions apply to all types of services, unless a limitation to one or more types of services is expressly agreed.

The general terms and conditions of the contractor and other documents, additions to or deviations from these GTCPS form part of the contract only if Equans has explicitly agreed to this in writing and specified it in its order, even if the contractor 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. Additional variants and options 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. CONCLUSION OF CONTRACT

Contracts 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 contractor, 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. COMPENSATION

Unless otherwise agreed, the services, including all additional costs and expenses necessary for fulfilment, will be compensated at a flat rate in accordance with the fixed price listed in the contract. Compensation will be paid after all work has been completed, provided it has been carried out in compliance with the contract specifications with no complaints.

Alternatively, the services can be agreed at cost and based on the effective status of the order fulfilment. The prerequisite for this is that binding hourly rates, any expenses and a payment plan with a cost ceiling have been agreed in writing within the contract before work begins. The cost ceiling may not be exceeded without written consultation with the Equans project manager or account manager.

For compensation at cost, a detailed work report must be prepared at the end of each working week and signed by the responsible Equans representative on site.

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

Any inflation will apply only if this has been agreed in the contractual document.

Applicable VAT must be stated clearly. Unless otherwise agreed, all prices are given in Swiss francs (CHF).

5. DOCUMENTATION

The complete documentation of the service provision and the results is part of the scope of services.

6. FULFILMENT DATES

Individual deadlines must always be coordinated with the responsible project manager or account manager. Unless otherwise stated, all specified deadlines are to be understood as binding fulfilment dates and the contractor will be in default without a reminder if these deadlines are exceeded.

Any delays foreseeable by the contractor must be reported immediately to the Equans project manager or account manager. In the event of a delay, Equans is entitled to insist on fulfilment of the contract or, after a reasonable grace period has elapsed, to withdraw from the contract without any obligation to pay compensation to the contractor.

Any agreed contractual penalty does not equate to a waiver of claims for compensation. Claims for damages are expressly reserved.

7. DURATION OF SERVICES

If no deadline has been agreed for the completion of the service, Equans will set a specific duration. An extension must be agreed in writing.

8. DUTY TO INFORM

The contractor must inform Equans of any matters and circumstances that facilitate or impair the contract fulfilment.

9. INVOICING AND PAYMENT TERMS

Unless otherwise agreed, all invoices are paid net within 60 days, provided that the individual services have been performed in compliance with the contract specifications. 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 service fulfilment. Advance payments are made only against a bank guarantee.

10. PLACE OF FULFILMENT

The service must be carried out where it is needed according to the contract. If a location is not specified in the contract, the service must be carried out at the service provider's place of business. The results must be delivered to the Equans site stated on the order.

11. WARRANTY

The contractor ensures that the work it is assigned will be carried out carefully, professionally and on time.

The contractor guarantees to Equans that the service will be carried out in compliance with the contractually agreed specifications and requirements, and in accordance with the standards and laws applicable at the place of fulfilment and destination.

General Terms and Conditions of Purchase for Services Equans CH

December 2023

The warranty period is five years. Equans is entitled to claim faults at any time within the warranty period. The burden of proof for the absence of faults lies with the contractor.

In the event of improper service provision, Equans may either demand free repairs or a payment reduction, or withdraw from the contract entirely and claim damages.

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 contractor may not offset Equans' claims against its own counterclaims.

Sub-contracting of services is prohibited without the express written consent of Equans. In any case, the contractor is liable for the services of the auxiliaries and third parties it commissions, in addition to its own services. Art. 399 (2) Swiss Code of Obligations is excluded.

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 contractor 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 contractor 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 contractor is generally liable for non-compliance with contractual obligations within the framework of the legal liability provisions.

The contractor indemnifies Equans for claims by third parties arising from improperly provided services, 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 contractor's contract fulfilment, the contractor will redeem the lien at its own expense on first request.

The contractor declares that it has business and professional 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, DATA PROTECTION

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

18. NON-SOLICITATION CLAUSE

The contractor undertakes not to entice away any employees of Equans directly or through a third party for the entire duration of the contract and at least 24 months thereafter.

19. ADVERTISING

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

20. CONTRACT CHANGES

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

21. TERMINATION

Unless otherwise agreed, the service contract can be terminated in writing by Equans with a notice period of one month to the end of the month, or at any time in the event of important grounds.

22. 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.

23. 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) are expressly agreed.

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

24. FINAL PROVISIONS

If individual provisions of these GTCPS prove to be wholly or partially invalid, this will not affect the validity of the remaining provisions of these GTCPS. 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