

## 1. General

These General Terms and Conditions (GTC) of Bouygues E&S InTec Switzerland Ltd. hereinafter referred to as "Bouygues") shall apply, irrespective of the legal nature of the relevant contract, to all agreed supplies and services of Bouygues, unless otherwise originally or subsequently agreed in writing. This applies in particular to the IT & TelCom sector, which is regulated by a specific GTC of Bouygues.

Terms and conditions of the buyer, purchaser or principal (hereinafter "customer") are not accepted. In the event of discrepancies between the other language versions of these GTC, the German version shall prevail.

## 2. Offer validity

The written offer shall be valid for a period of two months from the date of issue.

The offer is prepared on the basis of the information provided by the customer. If the information or documents provided by the customer do not correspond to the actual conditions or if Bouygues was not informed of circumstances that would have required different or additional material, a different conception or a different execution, the corresponding (additional) costs shall be borne by the customer.

## 3. Terms of payment

A deposit of 30% of the work contract price is due when the order is placed or the contract is signed. The payment period is 30 days net after invoicing. The payment date stated in the invoice shall be deemed the expiry date. In the event of late payment, the customer shall pay interest on arrears of 5% p.a. from the 31st day.

Bouygues shall not commence deliveries and installation until the customer has paid a deposit of 30% of the contract price.

Any delay in payment shall entitle Bouygues to suspend the services agreed or guaranteed by it. The retention of payments or offsetting by the customer due to any counterclaims is excluded.

## 4. Deadlines

Bouygues undertakes to comply with the agreed and assured deadlines pursuant to the contract. If the requirements necessary to fulfil the contract are not ensured by the customer, Bouygues shall be released from its obligation to comply with the deadlines set.

Reasons for hindrance may be e.g. that:

- the status of the constructional or on-site tasks performed by third parties do not permit a punctual start to installation;
- the required preliminary work or deliveries are defective or have not been carried out;
- the customer does not provide the documents necessary to implement the contract in a timely and complete manner and with the correct content.

## 5. Force majeure

Incidents of force majeure entitle Bouygues to delay the provision of its services for as long as the event and the rectification of its direct consequences may take. Delays in deadlines like these do not entitle the customer to revoke or terminate the contract, nor do they substantiate any claim for compensation. The term 'force majeure' covers all circumstances that neither Bouygues nor the customer are responsible for and that make it impossible or unreasonably difficult for Bouygues to provide the delivery or service, such as e.g. strike, lock-out, acts of terror, unrest, natural catastrophes, import and export bans, lack of energy or raw materials, epidemics, accidents, illness, war, significant operational disruptions. The above list is not exhaustive.

## 6. Delivery deadlines

Unless a delivery deadline is explicitly agreed or assured as 'fixed', it is only deemed to be approximate. The delivery deadlines of the manufacturers are decisive for deliveries of equipment.

## 7. Material

Installation material that is commercially available will be used. Special requests with regard to the materials are to be agreed in the contract.

## 8. Material provided by third parties

No liability is assumed for the material provided by third parties unless otherwise agreed in the contract.

## 9. Reservation of ownership

Goods, works and services remain the property of Bouygues until they have been paid for in full.

## 10. Warranty

The customer shall check the delivered goods and services within a reasonable period of time. Any defects are to be censured to Bouygues immediately in writing. If the customer fails to do this, the goods and works supplied are deemed to have been approved without reservation. Bouygues shall be liable for unidentifiable defects within the framework of the following warranty period, but only if notified of such defects immediately upon their discovery.

The customer's warranty rights expire two years after acceptance of the goods and works delivered. This limitation is not applicable in case of defects that have deliberately been concealed. Regarding instruments and machines provided by a third party, customer's warranty is according to the guarantee resp. warranty period extended by the manufacturer or distributor in any case.

In case of a non-contractual delivery, Bouygues is free to either remedy the defects or replace the defective goods or works. If a repair or replacement is carried out, the warranty or guarantee period shall not be extended. The following applies to devices: The delivery note is considered to be the certificate of guarantee and must be kept in a safe place.

For supplies and services from sub-contractors that are stipulated by the customer, Bouygues shall assume the warranty only within the framework of the warranty obligation of the sub-contractors concerned.

Bouygues guarantees a professional execution of the agreed services. If a service proves to be defective, the customer shall notify Bouygues of this immediately in writing. This defect shall be remedied within a reasonable period of time. The customer's warranty claims shall become time-barred 2 years after acceptance of the delivered goods and works.

## 11. Preliminary calculation

The measurements and quantities listed in the input form are approximate. They may be exceeded or undercut without the customer being entitled to change the standard prices set. They are deemed to be the basis of the calculation for the offer and are non-binding for the material order.

## 12. Interpretation

If a description in the input form can be interpreted in various ways and if this is not adjusted in writing before the execution of the work, the interpretation of Bouygues is deemed to be binding.

## 13. Prices

The prices of Bouygues are net and given in Swiss francs, (CHF) excl. VAT.

Unless otherwise agreed, any general wage increases which occur during execution as well as general price increases of materials shall be borne by the customer; any increases in value added tax or other taxes and fees shall also be borne by the customer.

Work and services not agreed, in particular changes requested by the customer, additional work as a result of inadequate or missing information in the documents provided or on the building, as well as other additional work, shall be charged on a direct basis.

## 14. Hourly paid scheduled work

Our prices for hourly paid scheduled work valid at the time of invoicing apply. The work may be invoiced on a monthly basis.

## 15. Standard prices

Standard prices not contained in the contract are set based on the calculation documentation valid at the time of the supplementary offer unless otherwise agreed in writing.

## 16. Flat-rate and global contracts

In the event of a flat-rate or global acceptance of an order, only the positions with additional or fewer services than the pre-measurements are to be measured. The conditions of the offer shall be taken as a factor in the calculation of the standard prices.

## 17. Property / Non-disclosure

Intellectual property in the form of e.g. documents, projects, drawings, programs, etc. handed over to the customer by Bouygues remains the property of Bouygues. It may not be made accessible to third parties, in particular to competitors, without the prior written approval of Bouygues. In the event of non-compliance, Bouygues is to be compensated with 10% of the offer sum.

## 18. Liability

Bouygues is liable for direct damage that Bouygues has culpably caused in the fulfilment of the contract up to a maximum amount in total of CHF 1,000,000.00 (one million Swiss francs). Any further liability for damage of any kind, irrespective of the legal grounds for this, is waived to the legally permissible extent, such as in particular the liability for indirect damage, consequential damage, unforeseeable damage and purely financial damage (e.g. shortfalls in turnover, loss of earnings, non-achievement of savings, recourse claims, etc.). The liability for personal injury remains unrestricted. The right of rescission is excluded in all cases.

Exclusion of liability and upper limit of liability shall not apply to unlawful intent or gross negligence. They shall also not apply insofar as mandatory law conflicts with them.

## 19. Benefit and risk

Unless otherwise agreed in writing, the benefit and risk in the case of work and service agreements shall pass to the customer upon technical commissioning or acceptance of the work.

## 20. Conditions for recurring services

### 20.1. Price clause / Price adjustments

Unless otherwise agreed in writing, the current price information of Bouygues at the time the contract is concluded is deemed to have been agreed. Bouygues reserves the right to adjust its prices at any time and without notice.

### 20.2. Period of notice

Both parties may terminate the contract with a period of notice of one month.

### 20.3. Delay in payment

A delay in payment entitles Bouygues to interrupt the agreed or assured services.

## 21. Place of jurisdiction and applicable law

The sole place of jurisdiction is the registered office of Bouygues. However, Bouygues is also entitled to take legal action against the customer at the place where he has his registered office.

The legal relationship shall be exclusively governed by material Swiss law. The provisions of "the Vienna purchasing law" (CISG) and the conflict of law rules of the Swiss Federal Act on International Private Law are expressly excluded.

## 22. Final provisions

Rights and obligations under the contract may only be transferred by the customer to third parties with the written consent of Bouygues.

Together with the contract/work and service agreement, these GTC contain the entire contractual intent of the contracting parties. The contract/work and service agreement and the GTC supersede all previous written and oral agreements between the parties in this respect. No ancillary agreements have been made between the parties. All additions or supplements to these GTC or corresponding contracts must be in writing and confirmed by the parties in order to be effective. This also applies to a waiver of the written form requirement.

Should a provision of these GTC not be enforceable or be invalid, it shall only lapse to the extent of its non-enforceability or invalidity and must otherwise be replaced by a valid and enforceable provision, which a bona fide party would regard as an adequate economic replacement for the invalid and/or unenforceable provision. The remaining provisions of these GTC shall remain in binding force under all circumstances. This applies accordingly in the event of a regulatory gap.

Bouygues expressly reserves the right to amend these GTC at any time. The customer shall be notified of the new terms and conditions and, if there is no written objection, they shall be deemed approved within one month.

Zurich, 1 May 2022

Bouygues E&S InTec Switzerland Ltd.