

## 1. Validity of the General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase apply to all orders issued by Bouygues Energies & Services Schweiz AG (hereinafter 'Bouygues'), regardless of the legal nature of the relevant contract. Terms and conditions of the supplier are waived.

Any amendments and supplements to the General Terms and Conditions of Purchase must be made in writing. Should individual provisions of the General Terms and Conditions of Purchase be or become invalid in whole or in part this shall not affect the validity of the remaining provisions. A provision which is as close as possible to the invalid provision and which is consistent with the economic intent and purpose of the contract shall replace the invalid provision.

In the event of any discrepancies between the other languages versions of these terms the German version shall prevail.

## 2. Offers, orders and order confirmation

Offers from suppliers submitted on request are free of charge for Bouygues. The supplier is bound to its offer for 90 days. The supplier is responsible for familiarising itself with all essential data and circumstances as well as the respective intended purpose of the service ordered, so as to ensure that its offer is complete. Additional claims due to unclear orders are excluded. The supplier's commitment relates to everything required to complete the order.

An order confirmation deviating from the order shall be considered as a counter-offer and shall only become a contract if Bouygues has approved the deviating order confirmation in writing.

Acceptance of deliveries or services as well as payments do not constitute approval. Changes or additions to the orders are only effective if confirmed by Bouygues in writing. By confirming the order, the supplier accepts these General Terms and Conditions of Purchase.

Apart from that, all agreements and legally binding declarations of the Parties may be made by email, fax or in writing, whereby the sender bears the risk of reception.

The supplier undertakes to act in accordance with all principles listed by Bouygues 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.

The supplier undertakes further 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.

In the case of contradictions between different contract documents, the following order applies: 1. the Contract, 2. these General Terms and Conditions of Purchase, 3. offer of the supplier.

Bouygues may make any changes to orders at any time. If the conditions change or if changes to orders are necessary during the performance of the service, the supplier undertakes not to provide any additional or reduced services on less favourable terms.

Standard, supplementary or additional claims of the supplier are only recognised if Bouygues has provided written consent before performance of the service. It is the responsibility of the supplier to identify and announce any need for necessary additional services beforehand.

## 3. Delivery and service date

The supplier is in default if an agreed delivery or service date is not met for reasons for which the supplier is responsible. After an unsuccessful expiration of a reasonable grace period set by Bouygues, Bouygues shall be entitled, at its discretion, to waive subsequent performance and either demand damages or have the service provided by a third party at the supplier's expense (substitute performance). If a specific delivery or service date has been agreed and if delayed service is useless for Bouygues, Bouygues may withdraw from the Contract without setting a grace period; in such a case, the supplier is liable for expenses and damages.

## 4. Transfer of risk, shipping costs

In the case of deliveries or services, risk is transferred upon acceptance/delivery at the destination. Shipping, transport and packaging costs, including insurance, customs duties and taxes are borne by the supplier.

## 5. Delivery and service confirmation

For deliveries of goods, a delivery note stating the order and item number must be issued. Services must be documented with a written work report. The documents must be submitted to Bouygues immediately. Freight notes and customs documents must be handed over to Bouygues.

## 6. Invoices

After delivery or service, Bouygues must immediately deliver the VAT-compliant original invoice stating the order and delivery note number by post to the exact designated purchaser, 'Zentraler Rechnungseingang, DUNS number (of the supplier), Letterbox 195, 1023 Crissier 1'. For services, the invoice must be accompanied by a copy of the signed work report.

## 7. Payments

The payment term for completed deliveries and services is 40 days, less 2% discount, or 60 days net from the date of proper and VAT-compliant invoicing.

If defects have occurred in the delivery or service, the payment term begins only after complete elimination of such defects. Payments do not constitute recognition of the deliveries or services as being in conformity with the Contract.

## 8. Verification of delivery or service, notification of defects

Upon the transfer of goods, Bouygues only carries out a check in terms of identity, apparent quantity and externally identifiable transport damage. However, a notification of defects may be made at any time.

## 9. Warranty, liability for defects, quality

During the statutory limitation periods (see Art. 210 (1) and (2) and Art. 371 of the Swiss Code of Obligations), the supplier warrants that its deliveries and services have the warranted characteristics and that they are free of defects, subject to the following provisions. No forfeiture of the warranty claims due to omitted or delayed notification of defects shall take place. In the case of delivery of goods, Bouygues is also entitled, at its discretion, to demand remedy of defects either through gratuitous rectification or subsequent delivery of defect-free goods. If the supplier defaults on the rectification, it can be carried out by Bouygues itself or at the expense of the supplier by a third party. The same applies if Bouygues has an interest in immediate fulfilment in order to avoid its own default or for other reasons. If the supplier is not in a position to subsequently deliver defective goods or if the attempt to rectify the defect fails, the supplier must indemnify Bouygues.

Insofar as the supplier provides subsequent delivery or rectification within the scope of the warranty, the statutory limitation period shall begin to elapse anew.

The supplier must bear all expenses necessary for eliminating the defect. In particular, it also bears the costs and the risk of returning defective goods. Further claims for damages as a result of the defects remain reserved.

If no special quality is specified in the order, the supplier undertakes to deliver flawless, safely usable, durable and solid materials of good quality. The supplier undertakes to fully comply with the laws applicable at the place of performance of service or place of use of the delivered products. It undertakes to apply state-of-the-art technology and comply with the recognised technical standards at all times. The supplier undertakes to continuously monitor technical progress (innovations/state of the art).

The supplier is responsible for the safety of the performance of its service, its employees and assistants, and the goods it uses.

## 10. Taxes, duties and other expenses

Taxes, insurance, fees, duties and customs duties are borne by the supplier unless they are already accounted for in the order.

## 11. Secrecy and audits

The supplier shall treat confidentially the contractual agreements as well as information of a technical or commercial nature that it receives as part of the fulfilment of the contract, unless they are generally accessible or publicly known. Insofar as the supplier contracts third parties for delivery, it must transfer to them the same secrecy obligations as those which it has assumed for Bouygues.

Bouygues may conduct an audit of the supplier with prior notice. For this purpose, the supplier must grant access to the relevant data in terms of contract compliance, quality, QM, safety and environment, and secrecy, and provide the appropriate resources at its own expense. The supplier undertakes to implement any corrective measures identified during the audit within the deadlines set.

## 12. Moulds, samples, models etc.

All documents provided to the supplier for the execution of the Contract (such as moulds, samples, models, drawings, standard sheets, print templates, concepts etc.) remain the property of Bouygues and must be returned immediately after termination of the Contract and at the first request. Copyrights and other intellectual property rights thereto remain with Bouygues. All documents and subsequently manufactured objects or services rendered may not be disclosed or made accessible to third parties or used for any purpose other than the contractual purposes without the written consent of Bouygues. They must be secured against unauthorised inspection or use.

## 13. Transfer of orders to third parties

Generally, the supplier must perform itself. If it wishes to contract third parties, it must inform Bouygues in advance and obtain its written consent. Unauthorised substitution entitles Bouygues to immediately withdraw from the Contract and obliges the supplier to provide compensation for the resulting damage. The involvement of auxiliary persons does not release the supplier from its contractual obligations. Any fault of the auxiliary person must be attributable to the supplier as its own fault.

The supplier undertakes to comply with the provisions of the Swiss Federal Act of 8 October 1999 on Accompanying Measures for Workers posted to Switzerland and on the Control of Minimum Salaries under Standard Employment Contracts (Posted Workers Act, EntG) and the Swiss Federal Act of 17 June 2005 on Measures to Combat Illegal Employment.

## 14. Property rights and insurance

The supplier warrants that no intellectual property rights such as copyrights and patents or licences of third parties are infringed by its delivery or performance and the use of the corresponding objects. It undertakes to indemnify Bouygues at the first request against third-party claims and compensate it for the expenses for compensation of justified claims and defence against unjustified claims.

The supplier is adequately insured for liability claims resulting from personal injury and property damage. At the request of Bouygues, the supplier shall provide corresponding proof of insurance.

Bouygues may at any time request performance guarantees amounting to 10% of the order amount.

## 15. Intellectual property, confidentiality, data protection

The data provided for business processing by the supplier may be processed by Bouygues and also stored, if necessary. In the collection and processing of personal data, Bouygues complies with the provisions of the Swiss data protection legislation. Bouygues protects the customer data and the data of business partners with appropriate technical and organisational measures against access, alteration or dissemination by unauthorised persons, as well as against loss and destruction, and treats this data as confidential. In general, the supplier has the right to information regarding the data stored about its person and may request the correction of any incorrect data. Such requests must be addressed to Bouygues.

To provide the services or to fulfil the contractual obligations, it can be necessary to pass on certain data and/or information to third parties. These third parties may also be domiciled abroad.

As regards the data of the supplier and/or other third parties made available to Bouygues, these parties themselves are responsible for having the necessary consent of the persons concerned and for the relevant data being allowed to be processed and possibly transferred abroad.

The same provisions and prerequisites apply to the data that Bouygues makes available to the supplier or other third parties.

## 16. Place of jurisdiction and applicable law

The place of jurisdiction shall be Zurich, Switzerland. Bouygues is entitled to sue the supplier at its place of residence/registered office instead. Swiss substantive law shall be solely applicable under exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (UN Purchase Law).

Zurich, 4 May 2021

Bouygues Energies & Services Schweiz AG