

## 1. Scope

These General Terms and Conditions of Purchase (GTCP) apply to orders for the supply of goods and rendering of services and work contract services of all kinds for the business unit Helion (hereinafter "Helion") of Bouygues E&S InTec Switzerland Ltd. The GTCP form an integral part of the individual contract. Any divergences must be agreed in writing. The GTCP are an integral part of the order. In the event of discrepancies between the other language versions of these GTCP, the German version shall prevail.

## 2. Offer

Offers, advice, demonstrations, technical documents and sample deliveries of the Supplier are free-of-charge for Helion. The offer must correspond exactly to the query of Helion. The Supplier must point out any divergences. The Supplier is at liberty to submit additional versions. The offer is binding for three months from receipt at Helion.

## 3. Conclusion of contract

Only orders issued in writing or confirmed in writing are valid. By way of order confirmation, Helion expects the duplicate of the order returned stamped and with a legally valid signature. Divergences and supplements on the part of the Supplier included in the order confirmation are only recognised to the extent that Helion agrees to these retrospectively in writing. Acceptance of the delivery or any payments by Helion shall not constitute acknowledgement of the general terms and conditions of business of the Supplier. Instead, rendering by the Supplier of the service ordered is deemed to be acknowledgement of these GTCP, even if the Supplier expressly contradicted them before or referred to other terms and conditions in its order confirmation.

## 4. Price

Unless otherwise agreed, the stated prices constitute fixed prices. If the Supplier reduces its list prices before delivery, the reduced prices shall apply to the pending orders and the agreed price shall be reduced correspondingly. In the event of an order being placed without a price or with a recommended price, Helion reserves the right to approve the price after receipt of the order confirmation. The agreed price shall include all services required for contractual performance, especially packaging, transport and insurance costs, expenses, licence fees and all public charges. Prices must be stated without VAT and the latter must be separately stated at the currently valid rate. If prices are agreed ex works of the Supplier, at frontier or from another location, Helion bears the transport costs from the agreed location. All other costs shall be borne by the Supplier.

## 5. Passing of title and risk

Title to the goods only passes to Helion upon its physical delivery to Helion or the third party designated by Helion. Up to this point, the Supplier bears the risk for deterioration and loss of the goods.

## 6. Delivery date

The delivery dates agreed are the arrival dates at the destination.

Deliveries before the agreed date may only take place with the consent of Helion. Deliveries arriving too early will either be rejected or stored at the expense of the Supplier at Helion. The same applies to deliveries with defective packaging or documentation.

The Supplier is liable according to the statutory provisions in the event of delayed delivery. Apart from the claim to damages, Helion is entitled in the event of failure to comply with the deadline to a contractual penalty of 0.5% of the total price of the order for each week started, but in total not more than 10%. The Supplier must counteract imminent or recognisable delays immediately and inform Helion thereof in writing.

## 7. Delivery

A delivery note and packing slip with information on the contents, complete order reference and information on the unloading point must be included with each delivery. Despatch must be notified immediately with the same information.

## 8. Transport and damage in transit

The transport mode prescribed by Helion must be observed. The Supplier is obliged to insure the goods until the time of their transfer at the place of performance or destination.

The Supplier bears the costs of packaging, including any loaned packaging. The Supplier is liable for damage in transit as a result of inadequate or unsuitable packaging, even if Helion assumes the transport of the goods at the destination.

## 9. Payment

The contractual price is due for payment only after delivery in compliance with the contract at the destination and invoicing - unless otherwise agreed - either within 30 days with 2% discount or within 60 days net. In the event of non-contractual delivery, especially in the event of the existence of defects, Helion is entitled to retain the payment.

## 10. Guarantee

The Suppliers provides full guarantee for title and defects. The Supplier shall be liable for ensuring the perfect condition and suitability of its delivery both for ordinary purposes and for purposes specified by it as well as for warranted characteristics. The guarantee period is two years, commencing upon delivery of the goods by the Supplier.

Helion is not obliged to make random checks of the goods of the Supplier for defects upon delivery. Instead, defects in the goods may be notified at any time during the entire guarantee period before and/or after processing and/or resale.

If there is a guarantee claim due to defects, Helion is at liberty to request rescission, abatement, subsequent improvement by the Supplier or by a third party or delivery of other goods corresponding to the goods, with or without compensation for damages.

In this regard, Helion can choose to make uniform use of these claims for the entire order or for a specific part of the order. In the event of subsequent improvement or replacement delivery, the two-year guarantee period shall start anew. In addition, Helion must be compensated for every loss that has arisen in connection with the defect.

Should the Supplier grant longer guarantee periods than provided for in these GTCP, the longer guarantee periods of the Supplier shall apply.

## 11. Recourse in the event of third-party guarantee claims

The Supplier hereby exempts Helion from all third-party guarantee, compensation and other claims (e.g. from product liability, environmental protection or the protection of intellectual property) associated with the delivery or service and indemnifies Helion in full. Helion is entitled to assign all expenses arising for it vis-a-vis the end customer to the Supplier.

## 12. Insurance

The Supplier shall maintain product liability and employer's liability insurance for the entire period in which it supplies Helion, which provide appropriate coverage for its liability risks, in particular also for the aforementioned recourse risk. On request, proof of the insurance coverage must be provided to Helion.

## 13. Compliance

The Supplier confirms and guarantees that it and its services and products comply with all legal and official regulations applicable at the destination.

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.

## 14. Occupational health & safety

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.

## 15. Intellectual property rights

The Supplier hereby indemnifies Helion in relation to the goods or parts thereof delivered from claims arising from the breach of industrial property rights of third parties, such as patents, copyrights, trademarks, etc. The Supplier undertakes to join any legal proceedings brought against Helion on its request or to conduct the proceedings in its place at its own expense and/or to assume the cost and compensation consequences associated with the proceedings.

## 16. Secrecy

All business or technical information that the Supplier receives from Helion must be kept secret from third parties and may only be provided to those persons in its own company who are likewise bound to secrecy.

Such information may not be duplicated or used commercially without the prior written consent of Helion. This does not apply if such information is demonstrably in the public domain.

On Helion's request, all information deriving from Helion, including any copies that may have been made, must be returned immediately and in full to Helion or destroyed.

## 17. Place of jurisdiction and applicable law

The exclusive place of residence is the registered office of Helion. However, Helion is also entitled to take action against the Supplier at its registered office.

The legal relationship shall be exclusively subject to substantive Swiss law. The provisions of the "Vienna Convention on Contracts for the International Sale of Goods" (CISG) as well as the conflict of laws provisions of the Federal Act on Private International Law are expressly excluded.

## 18. Final provisions

The general terms and conditions of delivery or business of the Supplier are not applicable if they contradict these Terms and Conditions of Purchase.

Should a provision of the contract concluded between the parties be or become invalid or should it include a regulatory gap, this shall not affect the legal validity of the remaining provisions, incl. these GTCP. Instead of the invalid provision, an effective one shall be regarded as agreed that comes closest to what the parties desired. The same shall apply in the event of a regulatory gap.

Zurich, 4 May 2021

Bouygues E&S InTec Switzerland Ltd., Helion business unit