

1. General information

All orders placed by Bouygues E&S Process Automation Ltd. (hereinafter referred to as "Bouygues") are exclusively subject to these Terms and Conditions of Purchase (GTCP). General terms and conditions of business, sale and other contractual conditions of the Supplier shall only apply insofar as Bouygues has expressly agreed to them in writing.

The Supplier shall provide the goods and services to be provided in accordance with the order (hereinafter also the **subject of the agreement**) professionally and diligently. This also includes all those goods and services that were not expressly requested by Bouygues, but which are necessary or normally required for the specified purpose of the subject of the agreement.

To be effective, any agreements or legally relevant statements must be in writing.

Should any provision of these GTCP prove to be void in whole or in part, the contracting parties shall replace such a provision with a new provision that most closely approximates the ineffective provision in terms of its legal and economic effects. In the event of discrepancies between the other language versions of these GTCP, the German version shall prevail.

2. Orders and confirmations

Bouygues shall send the order to the Supplier. The agreement comes into effect upon acceptance of the order by the Supplier. The Supplier declares acceptance by immediately returning an order confirmation. Deviations and supplements on the part of the Supplier contained in the order confirmation shall only apply if Bouygues has expressly agreed to them in writing. If confirmation is not sent and the Supplier does not reject the order in whole or in part in writing within 5 days of the order date, the order shall be deemed to have been accepted without reservation and unchanged. By accepting the order, the Supplier declares that it has all the information and documents required in order to fulfil the agreement.

3. Prices and terms and conditions of payment

The prices listed in the order are fixed prices. They include any costs, fees and other expenses for the performance of the agreement. Payment shall generally be made within 30 days net from delivery of the subject of the agreement in conformity with the agreement and invoicing. In the event of defective delivery and/or service, payment shall only be made 30 days after due elimination of the defect or replacement delivery or service. Bouygues does not accept cash on delivery consignments or bills of exchange (drafts).

4. Delivery date and consequences of default

The delivery dates specified in the order are binding. The Supplier is obliged to take immediate action against imminent or recognisable delays and to inform Bouygues in writing. In case of non-compliance with the delivery date, the Supplier shall be deemed in default without being sent a reminder. In case of default, Bouygues shall be entitled to insist on performance or, after fruitless expiry of a reasonable grace period, to waive the subsequent delivery and/or performance and to withdraw from the agreement without any obligation to pay compensation. Bouygues reserves the right to claim damages in any case. Acceptance of a delayed delivery and/or service shall not be deemed to constitute a waiver of claims for compensation.

5. Transport, insurance and packaging

A delivery note must be enclosed with each consignment. Partial and residual consignments must be designated as such. The Supplier shall bear full responsibility for proper packaging and transport. The Supplier shall comply with any packaging and carriage instructions as specified in the order. All costs, fees and other expenses incurred for packaging and transport shall be borne by the Supplier. The Supplier shall insure the subject of the agreement accordingly.

6. Place of performance, benefit and risk and transfer of ownership

The place of performance for the delivery is the place of handover stated in the order. The place of performance for the payment is the Buyer's registered office.

In case of deliveries involving an installation obligation, benefit and risk shall pass upon acceptance, in case of deliveries without an installation obligation, upon delivery at the place of performance specified by Bouygues. Ownership shall pass upon delivery at the place of performance, but no later than upon payment.

7. Guarantee and elimination of defects

The Supplier shall provide Bouygues with full legal and material warranty. The Supplier shall be liable for ensuring the perfect condition and suitability of the subject of the agreement both for ordinary purposes and for purposes made known to the Supplier, as well as for warranted characteristics.

The warranty period shall be (i) 24 months from delivery of the subject of the agreement at the place of performance or (ii) in the case of goods intended for installation, 24 months from acceptance of the system into which they have been installed, but no longer than 36 months from delivery at the place of performance. If the manufacturer grants a longer warranty period or if a longer warranty period has been agreed between Bouygues and the Supplier, the latter shall take precedence. In the event of subsequent improvement or replacement delivery or service, the warranty period shall start anew in each case. Bouygues shall be entitled to lodge notices of defects at any time during the warranty period. Payments by Bouygues do not imply a waiver of the right to assert claims for defects.

In the event of a warranty claim, Bouygues shall be entitled at its own discretion to demand subsequent improvement, price reduction, replacement delivery of service or rescission. The Supplier shall bear all costs associated with the elimination of defects (including transport and travel expenses).

In urgent cases, as well as if the Supplier does not eliminate the defect or does not eliminate it duly despite a reasonable grace period, Bouygues shall also be entitled to eliminate the defects itself or to have them eliminated or to procure a replacement at the Supplier's expense. Further claims for damages remain expressly reserved in any case.

The limitation period for the Supplier's warranty runs 6 months beyond the agreed warranty period.

8. Liability and indemnity

In principle, the statutory liability provisions shall apply. Should the subject of the agreement be defective, the Supplier shall in particular also bear the full costs for determining the defects, including any costs for the removal and installation of the subject of the agreement into a plant, at the first request of Bouygues. The Supplier shall indemnify Bouygues against all claims of third parties in connection with the subject of the agreement arising from product liability and protection of intellectual property and shall fully indemnify Bouygues upon first request. Upon first request of Bouygues, the Supplier shall assume the defence against corresponding claims at its own expense.

9. Plans, (technical) documents and intellectual property

The bases for ordering provided by Bouygues such as samples, tools, software, plans, drawings, calculations etc. are binding. The Supplier shall check the information provided by Bouygues without delay and report errors and ambiguities immediately. All rights to the order documents remain with Bouygues. Likewise, there is no intention to grant the Supplier or third parties any licences to these rights.

10. Safety and country-specific regulations

The Supplier guarantees that the subject of the agreement complies with the current state of the art, as well as with all applicable safety regulations and technical standards (including the applicable regulations of the country of destination, if known). The Supplier shall provide the required certificates of standards and details of origin upon request. The Supplier shall be liable to Bouygues for any damage incurred by Bouygues due to non-compliance with these regulations and standards. 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.

11. Occupational health and safety and labour law

When deploying personnel, the Supplier undertakes to comply with all legal provisions applicable to the deployment and employment of personnel, namely those relating to employment agreements, undeclared work, work and residence permits, safety, equality and social security contributions. 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.

12. Confidentiality

The Supplier undertakes to use bases for ordering and other know-how, data and information of any kind and form, of which it has gained knowledge in connection with the order, only within the scope of the purpose of the agreement and to treat them confidentially. Any other use requires the prior written consent of Bouygues.

13. Assignment and subcontractors

The Supplier is prohibited from assigning claims against Bouygues to third parties without the latter's prior written consent. The whole or partial transfer of deliveries and/or services to third parties also requires the prior written consent of Bouygues. The Supplier shall be liable for their acts and omissions as if it were discharging the agreement itself.

14. Advertising

Reference to the business relationship with Bouygues for advertising purposes requires the prior written consent of Bouygues.

15. Changes and withdrawal from the agreement

Bouygues may demand changes and supplements to the order at any time. The Supplier shall immediately inform Bouygues of any resulting consequences in terms of deadlines and costs. The contractual terms and conditions of the original order are equally applicable. Any changes to the delivery and/or service on the part of the Supplier must be approved by Bouygues in writing in advance.

Bouygues may withdraw from the agreement in whole or in part at any time. In this case, the Supplier shall be entitled to compensation for services already rendered as well as for preparatory services that cannot be reversed and cannot be used otherwise. The Supplier shall endeavour to keep the costs incurred as low as possible. Further claims on the part of the Supplier are excluded.

16. Information security

The Supplier shall protect information in connection with the delivery and provision of services with regard to confidentiality, integrity and availability.

17. Place of jurisdiction and applicable law

The exclusive place of jurisdiction is the registered office of Bouygues. However, Bouygues is also entitled to sue the Supplier at its place of business.

The legal relationship shall be governed exclusively by Swiss substantive 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.

Zurich, 1 July 2022

Bouygues E&S Process Automation Ltd.