

EN

GTCP OF KUMMLER+MATTER LTD.

Kummler+Matter Ltd.

General Terms and Conditions of Purchase

18.10.2022, 00A

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The logo for Kummler+Matter, featuring the company name in a bold, sans-serif font. The text is white and is set against a dark blue background that has a white outline and a white arrow-like shape pointing to the right, creating a layered effect.

Kummler+Matter

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1 APPLICATION OF TERMS AND CONDITIONS OF PURCHASE PREAMBLE

These terms and conditions of purchase apply exclusively and for all orders placed by Kummler+Matter AG (hereinafter "K+M"). General business and other contractual conditions of the supplier shall only apply if K+M has expressly agreed to them in written form.

The supplier must carry out the deliveries and services to be provided in accordance with the order (hereinafter also the subject of the contract) in a professional and careful manner using the most suitable materials and the deployment of trained personnel. The subject matter of the contract also includes all those deliveries and services that were not expressly requested by K+M but which are necessary or usually required for the specified function of the subject matter of the contract.

The supplier accepts the code of conduct defined by [Bouygues CSR Charter 2022 en](#) as binding on him. Approval is given without further ado with the order.

All agreements and legally relevant declarations of the contractual parties must be in written form to be valid.

If any provision of these GPCP should prove to be wholly or partially invalid, the contracting parties will replace this provision with a new agreement that comes as close as possible to the legal and economic success of the invalid provision.

In case of differences between different language versions of these GPC, the German version shall prevail.

2 CONTRACTUAL DOCUMENTS

Unless otherwise stated in the order, the contract shall consist of the documents listed below and the order of precedence shall be:

- The order form and its appendices,
- These GPC's that are either printed on the back side of the K+M order forms or attached to them as their constituent parts, do take precedence over other conditions, in particular over general conditions of sale of the supplier (if any at all), appearing on its letters, receipt confirmations, estimates, invoices, lists, etc.

Terms used in the singular form shall also be understood as plural and vice versa, depending on context.

The supplier agrees, with no reserve, and for the future, to all of the items making up the order, listed above, which form an indivisible whole.

No tacit agreement shall be binding on K+M. No agreement between the parties that is before the order, even formal, shall change the terms thereof.

3 PERFORMANCE OF THE ORDER

The supplier, after enquiring, including about the intended purpose of the supplies or of the services, shall ensure the proper manufacturing or the proper performance of the services in compliance with the order, professional rules, the industry standards and their intended purpose.

The supplier agrees that the documents of the order and the documents provided later by K+M may not include all details and that, as a result of its experience and of its qualification, it is deemed capable either of specifying and making itself any necessary complements or of contacting K+M in order to receive the same.

It is the supplier's responsibility, under its duty of advice as a professional, to report to K+M any errors or omissions found in the documents provided by K+M or the client, and, under its own responsibility and with K+M's prior agreement, to make any amendments that are needed to the provisions of the order. Such corrections shall not result in a decrease in the quality of the equipment nor in an increase in the price or time.

The supplier shall be responsible for the provision of all necessary means for the performance of duties of the supplier, except for those formally mentioned in the order as being the responsibility of K+M.

The supplier shall be responsible for securing all authorisations and approvals issued by the authorities and/or public organisations as required for the supplies or the services. The supplier shall provide K+M with all necessary documents for administrative and / or exportation formalities (packing lists, temporary exportation documents, certificates of origin, technical files, etc....).

The supplier shall ensure that such supplies secure the necessary certificates and qualifications as required by regulations such as for instance, EC marking.

The supplier acknowledges that it complies with applicable tax, social and commercial regulations. It undertakes to provide K+M, on its request, with evidence of the maintaining of that situation.

The supplier shall bear any consequences of any change in the tax or fiscal laws, which shall not justify any delay or change in price.

When the supplier considers that an event, a fact or an act may support a claim from it, it should, within a period of ten (10) days as from the occurrence thereof, inform K+M thereof by registered mail with receipt confirmation. Failing, it is deemed to have waived any claim relating to such events, facts or acts.

4 ORDER AND ORDER CONFIRMATION

K+M sends the order to the supplier. The contract enters into force upon acceptance of the order by the supplier. The supplier confirms acceptance by immediately returning an order confirmation within 3 working days. Any differences and additions made by the supplier in the order confirmation will only be applicable if K+M has expressly agreed to them in written form. If the confirmation does not appear and the supplier does not reject the order in written form, in whole or in part within 10 working days of the order date, the order is deemed to have been accepted without reservation and unmodified. By accepting the order, the supplier declares that he has all the information and documents required to fulfil the contract. The supplier's general terms of sale shall not apply.

5 CHANGES AND ADDITIONAL SERVICES

As an exception, including when required by the emergency of the project, K+M may give a verbal change instruction to the supplier. The latter shall abide by it. K+M shall send within ten (10) days the supplier a written confirmation of the change.

If, in the supplier's opinion, such a change results in extra costs or has an impact on the warranties, the supplier shall notify K+M immediately in writing and prior to performance but in no event later than five (5) days after the date of K+M's issue of its change notice, by email. The notice of the supplier shall indicate the effects of the change and include necessary supporting documents. Failing which, the change shall be considered as having no impact on the supplier, including on the price and delivery time.

When the preconditions from the paragraph 6 (price) are fully respected, only then the price may be adjusted, by mutual agreement, to take such change into account. The new price shall be established based on the rates and

prices set out in the order, if K+M considers them applicable. If they cannot apply, K+M and the supplier shall reach an agreement on an appropriate price. An amendment to the order shall then be sent to the supplier.

Until such an agreement is reached, the supplies or services shall be paid based on the prices offered by K+M and, the supplier shall have to implement such a change.

6 PRICES AND TERMS OF PAYMENT

Unless agreed differently, the prices listed in the order are binding prices. They include all costs, fees and other expenses related to the performance of the contract, including all additional costs for a delivery DDP (place of delivery) according to INCOTERMS 2020 (including unloading). Value added tax (VAT) must be shown separately. Waiting times during unloading shall be borne by the supplier.

For orders without a fixed price, the supplier must provide K+M with a target price before executing the order. This becomes binding (with the exception of small orders up to CHF 500.-) only after written approval of the target price. The supplier ensures that in comparable circumstances K+M will be granted at least the same benefits as the most favored third party.

Payment is generally made within 60 days net from the date of contract fulfilment and invoicing. In the case of defective deliveries and/or services, payment shall not be made until 30 days after the defect has been properly remedied or a replacement delivery or service has been provided. K+M reserves the right to invoice any counterclaims.

K+M shall be entitled at any time to offset any and all amounts due from the supplier under the order, including penalties for delay, costs resulting from any damage caused to K+M, costs incurred by K+M following any non-conformance of the goods or services against amounts payable to the supplier from K+M pursuant to this contract.

7 DELIVERY DATE AND DEFAULT CONSEQUENCES

The delivery dates stated in the order are binding. The supplier is obliged to counteract imminent or recognizable postponements without delay and to inform K+M in written form. Failure to meet the delivery date will result in default without any reminder. If default occurs, K+M is entitled to insist on fulfilment or, after a reasonable period of grace has expired without use, to waive subsequent delivery and/or service and to withdraw from the contract

without any obligation of reimbursement. In addition, K+M is entitled to claim a penalty of 2% of the total contract sum for each week of delay or part thereof. The total penalty is limited to the amount of the contract sum. K+M reserves the right to assert further claims for damages in all cases. The acceptance of a delayed delivery and/or service does not constitute a waiver of claims for compensation. After the contractual delivery times set by the order, K+M may ask for the storage of all or part of the supplies, at the supplier's costs, for a maximum additional time of 90 days. The place of storage shall be the premises of the supplier, or any other place priorly approved by K+M.

8 TRANSPORT AND PACKAGING

The supplier must clearly identify each consignment and attach the necessary goods, papers, documentation and delivery notes (including a copy to K+M). Partial and residual consignments are only permitted if expressly agreed. They must be designated as such. The supplier bears full responsibility for proper packaging and transport. All mechanical parts must be adequately protected against damage and corrosion and insulating parts must furthermore be protected against moisture. Any special instructions for packaging and transport according to the order must be complied with by the supplier. All costs, fees and other expenses incurred for packaging and transport shall be borne by the supplier. The subject matter of the contract shall be insured accordingly by the supplier.

9 INSURANCE

The supplier agrees to take out and maintain at its costs, with a creditworthy insurance company, any insurance covering the financial consequences of any responsibilities that it may incur in connection with the performance of the order, covering its civil and professional liability and in appropriate amounts for the order. Such policies shall be maintained applicable as long as the duties of the supplier remain.

K+M reserve the right to ask the supplier to take out at its cost any additional policy or to make changes deemed necessary to existing policies to cover any liability arising from the order.

If the supplier does not take out and / or does not maintain applicable the necessary insurance, K+M reserves the right to take out and / or keep effective the necessary insurance at the supplier's cost.

The supplier agrees to attach to this order, the insurance certificates documenting the coverage of the respective risks. The amount and extent of the coverage as well as its validity period shall be mentioned in the certificates.

An indication of the amounts covered under the insurance policy does not constitute in any way any limitation of the supplier's liability.

K+M does not agree to any billing in connection with the subscription of the insurance policy by the supplier or with the payment by the supplier of an insurance premium.

This clause constitutes a material condition of the order, which, had it not been accepted by the supplier, would not have been signed by K+M.

10 PLACE OF PERFORMANCE, BENEFITS AND RISKS AND TRANSFER OF OWNERSHIP

Unless agreed differently, the place of fulfilment for the supplier's delivery and/or service is the headquarters of K+M or its registered branches.

In the case of deliveries with an installation obligation, the benefit and risk shall pass to K+M upon acceptance, and in the case of deliveries without an installation obligation delivery at the place of performance in accordance with the contract. Ownership is transferred upon delivery at the place of performance, at the latest however, at the time of payment.

Material which K+M delivers or provides for the execution of an order remains its property even after processing; even if the value of the work is higher than the value of the delivered material.

11 NON-CONFORMITIES

If the supplies and / or the result of the services have non-conformities, upon their arrival at any place of performance agreed by the parties, K+M may refuse them in full or in part.

However K+M reserves the right (i) to ask the supplier to change or repair the supplies and / or the result of the services rejected, within the time allotted by K+M, or (ii) to carry out itself or have carried out the said replacement or repair by a third party at its option after an injunction sent to the supplier that remained unsuccessful for 8 calendar days following the supplier's receipt of the injunction, or (iii) to keep the supplies and / or the result of the services

subject to price reduction, or (iv) to pronounce the termination of the order in full or in part. In any case, all costs and risks shall be borne by the supplier.

The supplier shall facilitate the work of K+M or of any third party and shall provide the tooling, drawings, studies and any other documents already performed and necessary for the completion of supplies and / or of the services.

12 WARRANTY AND REMEDY OF DEFECTS

The supplier provides K+M with full legal and material warranty. The supplier is liable for the faultless condition and suitability of the subject matter agreed both for normal purposes and for those notified to the supplier, as well as for warranted characteristics.

The warranty period shall be (i) two years from delivery of the subject matter of the contract at the place of performance or (ii) in case of goods intended for installation, five years from acceptance of the system into which they were installed. The warranty period shall be extended in each case by the time during which the contractual object cannot be used due to a defect and/or its remedy. If the manufacturer grants a longer warranty period or if a longer warranty period has been agreed between K+M and the supplier, this shall take precedence. In the event of remedy or replacement delivery or service, the warranty period starts anew in each case. K+M is entitled to submit claims for defects at any time within the warranty period. Payments made by K+M do not constitute a waiver from the right to complain.

In the event of a warranty claim, K+M is entitled at its own discretion to demand rectification, price reduction, replacement (if necessary in a different, more suitable construction/design) or cancellation. The supplier shall bear all costs associated with the remedy of defects (including transport and travel expenses). In urgent cases and if the supplier does not remedy the defects or does not do so properly despite a reasonable period of grace, K+M is also entitled to remedy the defects itself or have them remedied or to procure a replacement at the supplier's expense. K+M expressly reserves the right to assert further claims for damages in all cases. Indirect advantages for K+M resulting from the subsequent rectification of defects will not be taken into account.

Raw materials and semi-finished products which prove to be defective during processing are to be replaced regardless of the period between delivery and determination of

the defect

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

On request, the supplier shall provide without charge all information proving the fulfilment of legal requirements and submit any legally binding declarations on the conformity of the materials or products with applicable regulations.

The liability of the supplier is governed by the applicable law and no limitation of liability clause including regarding the supplier's contractual warranties and legal warranties (such as hidden defects guarantee, etc.) may be imposed on K+M.

13 LIABILITY AND INDEMNIFICATION

The statutory liability provisions apply in principle.

If the contractual item is defective, the supplier must assume the full costs of determining the defects (including any costs for the removal and installation of the contractual item in a system) at the first request of K+M.

The supplier will indemnify K+M against all third-party claims arising from product liability and the protection of intellectual property in connection with the subject of the contract and will hold K+M harmless in full upon first request. The supplier will take over the defense against such claims at his own expense at the first request of K+M.

14 PLANS, (TECHNICAL) DOCUMENTS AND INTELLECTUAL PROPERTY

The order bases provided by K+M, such as samples, tools, software, plans, drawings, CAD data, calculations etc. are binding. The supplier immediately checks the information provided by K+M and reports errors and ambiguities immediately. All rights to the order documents remain with K+M. There is also no intention to grant the supplier or third parties' licenses to these rights.

15 TECHNICAL DEVELOPMENT

The drawings and technical specifications needed for the manufacturing of the supplies or the performance of the services shall be submitted to K+M and / or the client for approval as per the provisions of the order. The supplier shall request K+M's necessary approvals or instructions for the proper performance of the order, in due time.

Unless otherwise stated in the order, K+M shall have 15 days from receipt of the drawings and / or the technical specifications to return them to the supplier. In the event

such drawings or specifications lead to a comment by K+M or the client, the supplier shall have a period of fifteen (15) days to answer such comments and submit adjusted drawings and technical specifications to K+M for final approval.

The order may specify different delivery times based on the needs of K+M.

Products or services not approved, whether such approval is required by K+M (e.g. by its order forms and appendices thereof) or by the client, by regulations or otherwise, shall not go into production as long as such an approval has not been issued in writing.

16 SAFETY AND COUNTRY REGULATIONS

The supplier guarantees that the subject matter of the contract corresponds to the current state of the art as well as all applicable safety regulations and technical standards (including the applicable regulations of the country of destination). Upon request, the supplier shall issue the necessary standard certificates and indications of origin. K+M expressly reserves the right at this point to request additional information such as declarations of origin. The supplier is liable to K+M for any damage caused by non-compliance with these regulations and standards.

17 WASTE DISPOSAL, ECOLOGY

The materials used must always comply with the latest standards regarding their subsequent disposal. Should ecologically problematic materials nevertheless have to be used for technical and/or economic reasons, K+M must be informed of this in written form.

If supplied materials or products contain substances that are harmful to the environment (in accordance with the legal regulations at the destination), the supplier guarantees K+M that they will be taken back and disposed of in accordance with the regulations. This also applies to any substances and materials that have been altered after use. Packaging, containers and similar items must be taken back by the supplier free of charge for disposal.

18 ENVIRONMENTALLY FRIENDLY PRODUCTS

Our suppliers take care to ensure that the process of developing products and services makes economical use of energy and natural resources. Our suppliers comply with the REACH regulation and the specifications of the RoHS Directive and SVHC regulations as a matter of principle.

19 INTEGRITY

Problematic or non-registered substances
The supplier ensures that all substances used being subject to the EU Chemicals Regulation REACH are registered or approved by the purchaser in accordance with this regulation and taking into account the contractual use of the substances. This also applies to suppliers outside the EU. At the request of K+M, the supplier shall provide suitable evidence of compliance with this obligation. Safety data sheets must be kept up to date and available electronically or automatically delivered when a product is first delivered.

20 LABOUR PROTECTION AND LABOUR LAW

When employing personnel, the supplier commits to comply with all legal regulations applicable to the employment and hiring of personnel, namely those concerning illegal employment, work and residence permits, safety, equality and social security contributions.

When entering buildings, areas and/or construction or assembly sites of K+M, the safety instructions and regulations of K+M must also be respected. In case of non-observance K+M declines all liability.

21 SOFTWARE

If software is part of the delivery item, the supplier will provide K+M with the source code and the associated documentation in addition to the object code on delivery. It must enable K+M to use and maintain the software in accordance with its intended use. K+M may further develop the software itself or have it processed by third parties.

22 CONFIDENTIALITY

The supplier commits to use the basis of the order and other know-how, data and information of any kind and form which he has obtained in connection with the order only within the scope in which the contract is intended and to treat them confidentially. Any other use requires the prior written consent of K+M.

23 ETHIC AND COMPLIANCE

The supplier undertakes to comply with ethics and compliance principles applicable within the Bouygues Group to which K+M belongs, and in particular, the supplier shall refrain from any behavior which may be qualified as active or passive bribery, influence peddling or complicity in influence peddling, favoritism or complicity of favoritism.

The supplier acknowledges having been informed of and aware of the Bouygues Group Code of Ethics and Compliance Programs and undertakes to comply with them. The Bouygues Group's principles of ethics and compliance can be viewed online at the following address: <http://www.bouygues.com/espace-presse/publications/?type=-code-dethique>

24 ASSIGNMENT AND SUBCONTRACTORS

The supplier is not entitled to assign any rights against K+M to third parties without their prior written consent. The complete or partial transfer of deliveries and/or services to third parties also requires the prior written consent of K+M. The supplier is liable for their actions and omissions as if he himself were performing.

25 ADVERTISING

Any reference to a business relationship with K+M for advertising purposes requires the prior written consent of K+M.

26 FREEDOM OF ASSEMBLY

K+M's suppliers recognize the freedom of assembly and representation laws applying to them, and work to protect the rights enshrined in them for all of their employees.

27 MODIFICATIONS AND WITHDRAWAL FROM THE CONTRACT

K+M is entitled to demand modifications and additions to the order at any time. The supplier will inform K+M immediately of any resulting deadline and cost consequences. The contractual conditions of the original order are equally applicable. Changes to the delivery and/or service on the part of the supplier must be approved by K+M in written form and prior to delivery.

K+M can withdraw from the contract in whole or in part at any time. In this case the supplier is entitled to compensation for services already provided and to preparatory services that cannot be reversed and cannot be used for other purposes. The supplier must keep the costs incurred as low as possible. Further claims of the supplier are excluded.

28 PLACE OF JURISDICTION AND APPLICABLE LAW

Exclusive place of jurisdiction is the registered business location of K+M. However, K+M is also entitled to sue the supplier at his registered office.

The legal relationship is exclusively subject to Swiss substantive law. The provisions of the "Vienna Sales Convention" (CISG) as well as the conflict of laws rules of the Federal Act on Private International Law are expressly excluded.