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GTCS OF KUMMLER+MATTER LTD.

Kummler+Matter Ltd.

General Terms & Conditions of Business 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 is shaped like a stylized arrow pointing to the right. The arrow's tail is on the left and tapers to a point on the right.

Kummler+Matter

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1 SCOPE OF APPLICATION

These General Terms and Conditions (hereinafter "GTCs") of Kummler+Matter AG (hereinafter "K+M") apply to all deliveries and services from K+M. Different terms and conditions of the buyer, ordering party or client (hereinafter "the Customer") are only valid if they have been expressly accepted by K+M in writing.

2 VALIDITY OF OFFERS

A written offer from K+M is valid for a period of 60 days from the date of issue, unless otherwise agreed.

3 SCOPE OF DELIVERIES AND SERVICES

The deliveries and services of K+M are definitively listed in the respectively applicable contractual documents. Weather protection measures (e.g. snow clearing) do not form part of the scope of services. K+M is authorised to make any changes that result in improvements as long as these do not result in price increases. Commercially available installation and other material will be used unless otherwise agreed. We reserve the right to deliver more or less than the agreed quantity for technical reasons.

4 PRICES

K+M prices are stated net in Swiss francs (CHF), excluding VAT, ex works (EXW), without packaging. All ancillary costs such as freight, packaging, insurance, export, transit, import and other permits as well as documentation, certificates, etc. shall be borne by the Customer. Likewise, the Customer shall bear the costs of any taxes, duties, fees, customs duties and the like that are levied in connection with the agreed deliveries and services.

Work on time and materials basis as well as deliveries and services that go beyond what was originally agreed (e.g. changes requested by the Customer or additional expenses caused by the Customer) or for which K+M is not responsible will be charged additionally. The K+M agency prices valid at the time the service is rendered shall apply to agency work; for supplements, the conditions set by K+M at the time of levying of supplement.

For orders net invoice value under CHF 300.-, K+M is entitled to levy a separate small quantity surcharge of CHF 100. In addition, K+M is entitled to levy a surcharge of 20% of the net invoice value but at least CH 500.- for deliveries and services that must be delivered ex works (EXW) within 24 hours of receipt of the order or result in changes to production procedures due to their urgency.

5 PRICE ADJUSTMENTS

K+M reserves the right to adjust prices in line with inflation. An appropriate price adjustment can also be made - regardless of the agreed type of remuneration - if (i) state or official laws or regulations, (ii) exchange rates, (iii) changes in raw material prices, (iv) changes in energy prices, (v) delivery times, (vi) execution or construction processes or (vii) the type or scope of the agreed deliveries and services are subject to changes for reasons for which K+M is not responsible and (viii) if the Customer does not comply with the obligations to cooperate, or does not fulfil these correctly or in good time (e.g. if information provided by the Customer or documents supplied do not correspond to the actual conditions or are incomplete).

6 TERMS OF PAYMENT

The payment terms are 30 days net from the invoice date without deduction and excluding offsetting from the date of the invoice or the agreed payment date. Unless otherwise agreed, K+M can issue monthly invoices. The payment period must also be observed if, for example, transport, delivery, assembly, commissioning or acceptance of the goods and services are delayed or made impossible for reasons for which K+M is not responsible, or if insignificant parts are missing or reworking proves to be necessary which make the use of the deliveries and services impossible in the interim.

In the event of late payment, the Customer goes into default without separate reminder and shall pay interest on arrears of 8% p.a. from the 31st day. A delay in payment entitles K+M to interrupt its deliveries and services and, after a reasonable period of grace, to withdraw from the contract in whole or in part. We reserve the right to assert claims for damages.

7 DEADLINES AND DUE DATES

Deadlines and due dates confirmed by K+M are only for scheduling purposes. For the delivery of equipment and materials, the delivery times of the manufacturers or suppliers alone are decisive. If a specific date is agreed instead of a deadline, this is equivalent to the last day of a deadline.

If K+M is prevented from meeting delivery or service deadlines for reasons for which K+M is not responsible, the deadlines shall be extended appropriately. Corresponding impediments exist in particular if (i) the Customer does not provide the information and documents necessary for the execution of the agreed deliveries and services in good time, completely and with correct content, or if the Customer subsequently modifies these and thus causes a delay in the deliveries and services; (ii) the Customer or a third party does not meet their

payment, cooperation or other obligations or obligations, or does not do so sufficiently or in good time; or (iii) if there are impediments that K+M cannot avert despite exercising due care and thus make it impossible or unreasonably difficult for K+M to provide deliveries and services, such as bad weather, strikes, lockouts, acts of terrorism, war, civil unrest, natural disasters, fire, water, accidents, epidemics, pandemics, significant operational disruptions, labour disputes, official actions and failures to act, import and export bans, energy and raw material shortages, late or incorrect delivery of the necessary raw materials, semi-finished or finished products, rejects of important workpieces etc. ("force majeure").

8 CUSTOMER'S OBLIGATIONS TO COOPERATE

The Customer shall perform the agreed, necessary and/or customary preparatory work in a professional manner. This includes in particular the establishment of a proper project organisation as well as the timely examination and acceptance of the designs, interim results, evaluations, etc. submitted by K+M.

The Customer is also obliged to provide K+M with all necessary documentation, data and information required for the execution of the deliveries and services to be provided by K+M in a timely manner and in a suitable or agreed form and to inform K+M to draw attention to special technical requirements and site-specific regulations and standards. If the material is supplied by the Customer, it is also responsible for the complete, timely and correctly packaged delivery to the respective K+M installation site.

When performing services at the Customer's site, the Customer must ensure the safety of K+M personnel at all times and enable the personnel to use suitable workshops, installation areas and workplaces free of charge. In the event of inadequate safety, K+M is entitled to refuse work or to stop work immediately or to take the necessary measures at the expense of the Customer. If the Customer does not comply with its obligations to cooperate, or does not do so correctly or does not do so in good time, K+M shall be entitled to fulfil these obligations itself at the Customer's expense or to have them fulfilled by third parties.

9 RESERVATION OF TITLE

Deliveries and services remain the property of K+M until full payment. The Customer undertakes to cooperate in the fulfilment of all formal requirements that are indispensable for the legal validity of a retention of title at first request and free of charge.

10 PROMOTIONAL BROCHURES AND TECHNICAL DOCUMENTATION

Promotional brochures and catalogues as well as plans, drawings and other technical documents are only binding if they form an integral part of the respective contract and have been expressly guaranteed as binding. K+M reserves all rights to the relevant data and documents.

11 HARD- AND SOFTWARE

If the deliveries and services also include hardware and software, the Customer is granted the non-exclusive and non-transferable right to use the hardware and software (including the relevant documentation) for the agreed purpose. All other rights remain unrestricted with K+M or any third-party suppliers (in this case, the relevant delivery and license conditions of the third-party supplier apply exclusively). Unless expressly agreed otherwise, the Customer is not entitled to grant sublicenses, make copies (except for archival purposes), update, upgrade, expand, disassemble, decompile, decrypt, reverse engineer the software, etc. In the event of an infringement, K+M is entitled to revoke the Customer's right to use the software without notice.

Desired or required certificates or approvals must be specified by the Customer when requesting an offer. Subsequent tests or other expenses in this connection are at the expense of the Customer.

12 ASSUMPTION OF RISK

If K+M provides services, the Customer bears the risk at all times with regard to its own works and machines as well as with regard to the materials, spare parts and aids made available by the latter (including scrap metal, recyclable construction components, dangerous goods, etc.). In the case of supply contracts, the risk passes to the Customer when the delivery leaves the factory or, in the case of work (supply) contracts, when the delivery is installed. If the transport of a delivery is delayed at the request of the Customer or for other reasons for which K+M is not responsible, the risk passes to the Customer at the original point in time (scheduled for delivery ex works). From this point on, the delivery will be stored at the Customer's expense and risk.

13 TRANSPORT AND PACKAGING

Transport including associated packaging (Incoterms 2020) takes place at the expense and risk of the Customer. K+M must be informed in good time of any special requests in connection with transport and any complaints must be addressed immediately to K+M and the last carrier.

14 INSPECTION AND ACCEPTANCE

If agreed, an acceptance inspection to be carried out jointly by the Customer and K+M will take place. Partial acceptances can be conducted where necessary. These do not replace the final acceptance. The final acceptance inspection must be carried out within 30 days after K+M has reported readiness for acceptance. Any defects must be recorded in a report signed by both parties. Minor defects that do not significantly affect functionality do not prevent acceptance.

For the rest, the Customer must examine the deliveries and services provided by K+M within a reasonable period of time, but at the latest within 14 calendar days of receipt and report any defects immediately in writing. If the Customer fails to do so, the deliveries and services are deemed to have been approved or accepted without reservation.

The acceptance or approval of the deliveries and services is also deemed to have taken place (i) if the Customer does not participate in any acceptance inspection, refuses to sign an acceptance reports or refuses acceptance for other reasons for which K+M is not responsible or is not carried out within 30 days after notification of readiness for acceptance; (ii) if the Customer puts the goods and services into use, puts them into storage or otherwise tacitly accepts them; or (iii) if Customer refuses acceptance without justification.

Warranty claims for defects that were not discovered as a result of the failure to carry out an inspection or a possible joint acceptance by the Customer using the usual care are void.

15 WARRANTY

In the event of a warranty claim, K+M can, at its own discretion, eliminate the defects by rectification, deliver goods or works free of defects in exchange, or grant a corresponding price reduction. Replaced parts become the property of K+M. If a defect is determined, the Customer is obliged to immediately take suitable measures to reduce the damage and to give K+M a reasonable amount of time and opportunity to rectify the defect.

K+M bears the costs incurred in its works for any rectification of defects. If the defect cannot be rectified in the K+M works, the additional costs associated with this will be borne by the Customer. The costs for the installation and removal as well as the transport of defective parts shall be borne by the Customer in any case.

Excluded from the warranty are defects that can be traced back to circumstances for which K+M is not responsible. These include, in particular, disruptions due to non-compliance with operating and maintenance instructions; excessive or otherwise improper use; chemical or electrolytic influences; unsuitable operating resources; influences from a 3rd party

part or service; as well as wear and tear in normal operation (e.g. due to overhead powerline network topography, driving frequency, electricity consumption, recuperation, weather, air pollution, EMC). The warranty is generally excluded if the Customer or a third party makes changes or repairs without the prior written consent of K+M. For the rest, K+M does not guarantee that the software or programs can be used error-free and without interruption in all the configurations desired by the Customer. This also applies to material supplied or made available on site or by the Customer.

For deliveries and services from subcontractors or suppliers that are specified by the Customer, K+M assumes the warranty exclusively within the scope of the warranty obligation of the subcontractors or suppliers concerned. For devices and machines, the respective guarantee or warranty of the corresponding manufacturer or supplier applies in any case and at most.

16 WARRANTY PERIOD

The warranty period is twelve months. If joint acceptance has been agreed between the parties, the warranty period begins at the point in time at which acceptance took place or, according to Section 14, should have taken place at the latest. For the rest, the warranty period begins in the case of services with the completion of the service provision and in the case of deliveries with the departure of the deliveries ex works. If the deliveries and services, or their dispatch, transport, etc., are delayed for reasons for which K+M is not responsible, the warranty period ends no later than 24 months after notification of readiness for delivery or service.

For spare parts, upgrades, repaired parts and the like, the warranty period ends 6 months after the original warranty period according to paragraph 1 of this clause 16.

17 LIABILITY

K+M is liable for immediate and direct damage that K+M culpably caused in fulfilling the contract up to a maximum of 10% of the contract amount, in total a maximum of CHF 1,000,000 (one million Swiss francs). Any further liability for damage of any kind and for whatever legal reason is waived to the extent permitted by law, in particular liability for indirect and indirect damage, consequential damage, unforeseeable damage and pure financial loss (e.g. loss of sales, business interruption, lost profit, missed savings, claims for recourse; damage from or in connection with power pickup of trolleybuses becoming detached from overhead powerline, etc.). Liability for personal injury remains unlimited. The right of conversion is excluded in any case.

18 COORDINATION ACTIVITIES

The current K+M coordination activity rates apply to coordination activities. Coordination activity reports signed by the Customer are deemed to be acknowledgement of corresponding deliveries and services. Coordination activity reports are also considered approved if the Customer does not object to them within 7 calendar days of delivery.

19 TERMINATION OF CONTRACT

The cancellation options and procedures applicable in the contractual documents applicable in the respective case apply. Unless otherwise agreed, a mutual right of termination of six months to the end of a calendar month applies to recurring services.

In any case, termination for good cause with immediate effect remains reserved. Good causes exist in particular (i) in the case of culpable serious breach of contract by the other contractual party, which is not completely remedied within a reasonable period of grace despite a written warning, or (ii) if the other contractual party is permanently insolvent or has filed for bankruptcy or composition proceedings against it or is opened or the opening thereof is rejected for lack of assets.

20 PROPRIETARY RIGHTS

If a third party asserts that its proprietary rights have been infringed by the deliveries and services of K+M, then K+M and the Customer will support each other in defending against these claims. The Customer is obliged to inform K+M immediately if a third party asserts corresponding claims against K+M or the Customer under any legal title. The Customer may not recognise such claims of its own accord. If it is determined by a final judgment or if K+M itself expressly acknowledges that the deliveries and services by K+M directly infringe a proprietary right of a third party, then K+M shall, to the exclusion of all other claims, choose either (i) the deliveries and replace or modify services to the extent that the infringement of property rights no longer exists (whereby the replaced or modified deliveries and services must remain suitable for the use intended by the Customer); (ii) obtain for the Customer the right to continue using the deliveries and services (e.g. by acquiring a license from the third party); (iii) take back the deliveries and services in whole or in part and reimburse the Customer for the fee paid for them; or (iv) indemnify the Customer against any claims of the third party. The liability of K+M from this Section 20 is, in addition to Section 17, additionally limited to 10% of the total contract amount for the affected part of the deliveries and services provided by K+M. If the infringement of proprietary rights

occurs because the Customer misuses the goods and services or uses them in connection with programs or equipment that were not supplied by K+M, then K+M is discharged from any liability.

21 SECRECY

The Customer undertakes to use the data and documents in accordance with Section 10, as well as know-how, data and other information from K+M that is not generally accessible, of which he becomes aware, only within the scope of the purpose of the contract and to treat them confidentially. Any other use requires the prior written consent of K+M. The confidentiality obligation continues for 5 years after the end of the contractual relationship. In the event of a breach, K+M's expenses are to be compensated with 10% of the total contract amount (further damages are reserved).

22 DATA PROTECTION

The Customer undertakes and guarantees that personal data relating to K+M or third parties, of which the Customer obtains cognizance in connection with the business relationship with K+M, shall be treated confidentially. The Customer must protect all of this information and results from access by third parties and observe all other statutory domestic and foreign data protection regulations.

The obligations remain in force even after Kummeler+Matter AG has completed the delivery or service and after the business relationship with the Customer has ended.

If the Customer infringes one of these obligations, K+M is entitled to demand a penalty of 5% of the gross invoice amount for each infringement. K+M is entitled to the agreed penalty regardless of whether the Customer is at fault; Proof of corresponding damage is not required. Further claims for damages by K+M remain unaffected, even in the case of minor negligence on the part of the Customer.

23 COMPLIANCE, CORPORATE GOVERNANCE

The Customer must inform K+M in writing at the latest upon acceptance of the offer if the Customer or members of its management have been convicted by a national court of bribery of public officials within the last five years before the order confirmation and must inform K+M immediately in writing if the Customer or members of its management are accused in a national court of bribery of public officials at any time between the confirmation of the order and the acceptance of the goods/services by K+M. This information is intended to meet the requirements of the OECD Anti-Bribery Recommendation in connection with government export guarantees.

The Customer is obliged to comply with the laws of the applicable jurisdiction(s). In particular, the Customer will neither actively nor passively, directly or indirectly, participate in any form of bribery, violation of the basic rights of his employees or child labour. The Customer will also take responsibility for the health and safety of his employees at work, observe environmental protection laws and promote and demand compliance with this code of conduct from its suppliers as best as possible.

If the Customer culpably violates these obligations, K+M is entitled, without prejudice to further claims, to terminate the contract in whole or in part with immediate effect. If the breach of duty can be remedied, this right may only be exercised after a reasonable period of time has elapsed to remedy the breach of duty.

The Customer undertakes to comply with all provisions of the Bouygues CSR Charter, 2022. By accepting the GTCs, the Customer confirms full compliance.

24 ECO-FRIENDLY PRODUCTS

Our customers shall ensure that energy and natural resources are used sparingly when developing products and services. Our customers shall always comply with the REACH regulation as well as the specifications of the RoHS directive and the SVHC regulation.

25 SAFETY AND LABOUR LAW

When employing personnel, the Customer undertakes to comply with all legal regulations applicable to the employment and leasing of personnel, in particular the regulations on illegal employment, work and residence permits, security, equality and social security contributions.

When entering buildings, areas or construction or assembly sites of K+M, the safety rules and regulations of K+M must also be observed. In the event of non-compliance, K+M rejects any liability.

26 OTHER PROVISIONS

Changes and additions to these terms and conditions as well as all agreements and legally relevant party declarations must be made in writing to be valid. However, express reservations by K+M with regard to orders, instructions or measures by the Customer or with regard to actual circumstances can be made in writing or verbally.

If a provision of these General Terms and Conditions is or becomes invalid in whole or in part, the validity of the remaining provisions shall thereby remain unaffected. In this case, the invalid provision will be replaced by a new provision

that comes as close as possible to its legal and financial meaning and purpose.

The Customer may only assign or transfer the contract and the rights and obligations arising therefrom in whole or in part to third parties (including group or group companies) with the prior written consent of K+M.

K+M is entitled to engage third parties (sub-contractors, sub-agents, sub-suppliers) to fulfil its contractual obligations.

If partial deliveries or services are provided, the provisions relating to acceptance and warranty will be applied to these separately.

If a description in the contract documents permits different interpretations and if this is not corrected in writing before the contract is executed, K+M's interpretation shall be deemed binding.

In the event of differences between different language versions of these GTCs, the German version shall prevail.

27 PLACE OF JURISDICTION AND APPLICABLE LAW

The exclusive place of jurisdiction is at the registered office of K+M. However, K+M is also entitled to prosecute the Customer at his registered office.

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