

# GENERAL CONDITIONS OF PURCHASE (GCP)



## 1. TERMS AND CONDITIONS

**1.1** These General Terms and Conditions (GTC) form an integral part of any ORDER for goods or services made and any purchase CONTRACT entered into by the companies of the Groupe E Group (hereinafter referred to as the “CUSTOMER”), hereinafter referred to as the ORDER or CONTRACT. Group E companies are defined as companies incorporated under Swiss law managed directly or indirectly by the Group and consolidated in the financial statements of the latter.

**1.2** For the purposes of these GTC, “DELIVERY” means the goods or services specified in the ORDER or CONTRACT. The “SUPPLIER” may also refer to the service provider.

**1.3** Any deviations from these GTC shall only be valid if they have been approved by the CUSTOMER in writing. In addition, if the CUSTOMER informs the SUPPLIER of other special terms and conditions applicable to a specific service or delivery, these shall apply and take precedence over these GTC, in particular in the event of discrepancies.

**1.4** By accepting the ORDER the SUPPLIER agrees that these GTC apply exclusively and acknowledges having received from the CUSTOMER all information needed to provide the agreed goods or services with a sufficient level of clarity.

**1.5** Standard SIA 118 shall apply to all contracts entered into between a Group E company and another Group company when these relate to construction works.

**1.6** By accepting the ORDER (Art. 1.4) the SUPPLIER also agrees that the Supplier Code of Conduct (available at <https://www.groupe-e.ch/fr/cga>) shall apply.

## 2. EMPLOYEE PROTECTION

**2.1** For DELIVERIES performed in Switzerland the SUPPLIER must comply with the applicable provisions on employee protection and

working conditions at the place of performance of the DELIVERY and, in particular, equal pay for men and women.

**2.2** By entering into a relationship with the CUSTOMER any SUPPLIER which employs more than 50 staff and has annual turnover of more than CHF 50,000 with the CUSTOMER solemnly certifies that it and any subcontractors it may engage comply with Swiss legislation on equal pay for men and women. Upon request by the CUSTOMER the SUPPLIER shall provide a written declaration to this effect.

**2.3** In addition, depending on the size of the ORDER or the SUPPLIER, the CUSTOMER reserves the right to demand additional evidence of fair application of equal pay for men and women.

**2.4** In the event of proven gender-based discrimination on the part of the SUPPLIER the CUSTOMER reserves the right to refuse or cancel the ORDER and terminate the current contract with the SUPPLIER with immediate effect. DELIVERIES provided up to the time the ORDER is withdrawn will be paid for. The CUSTOMER reserves the right to remove the SUPPLIER from its panel for a period of five years.

## 3. TECHNICAL DOCUMENTS

**3.1** After placing the ORDER the SUPPLIER shall provide the CUSTOMER with the three copies of the documents required to execute, operate and maintain the DELIVERIES.

**3.2** These documents shall be updated by the SUPPLIER as necessary once acceptance testing has been completed.

**3.3** All documents made available by the CUSTOMER to the SUPPLIER must be returned to the SUPPLIER as soon as possible upon request.

## 4. QUALITY OF DELIVERY

**4.1** The DELIVERY must comply with the following



rules; the Swiss Association of Electrical Companies (AES), Guidelines for Electricity Distributors (PDIE), Low Voltage Installations Standard (NIBT) and VSM if no other guidelines or standards are specified in the ORDER.

- 4.2** The DELIVERY must comply with the state of the art; it must take account of the latest technical developments and allow the entire system in which it is installed to function flawlessly and offer the highest level of safety.
- 4.3** Construction and assembly must be designed and carried out in such a way as to minimise maintenance and overhaul.
- 4.4** The DELIVERY must also comply with the applicable official regulations at federal, cantonal and municipal level.
- 4.5** The CUSTOMER reserves the right to carry out quality checks at the SUPPLIER, which undertakes to grant access to its premises by agreement.

## **5. RELATIONSHIP BETWEEN THE PARTIES**

- 5.1** Upon prior notice the SUPPLIER must appoint a representative fully authorised to take all necessary action.
- 5.2** The SUPPLIER must contact any other suppliers involved in the CUSTOMER's project in good time and as often as necessary to fully coordinate the performance of its services. The CUSTOMER must be informed of these contacts and shall settle any disputes which may arise.

## **6. SCHEDULE AND DEADLINES**

- 6.1** D6.1. At the CUSTOMER's request the SUPPLIER must provide a detailed planning schedule for the manufacture and, where relevant, assembly of the material.
- 6.2** The contractual deadline for performance shall run from the date of execution of the CONTRACT or the date on which the SUPPLIER receives the CUSTOMER's order.
- 6.3** The SUPPLIER warrants that on the contractual performance deadline:
  - in the case of delivery of material, it will be delivered to the place of delivery.
  - in the case of delivery of works (assembly), these will be completed and ready for testing

with a view to acceptance.

- 6.4** The CUSTOMER reserves the right to change the place of delivery of supplies at any reasonable time. In such cases the order price may only be adjusted to take account of the change in the transport cost.
- 6.5** The SUPPLIER must deliver the material or complete the works entrusted to it within the deadline set in the ORDER or CONTRACT. It shall be liable for any delays, including those caused by its subcontractors. Expiry of the deadline shall constitute a formal reminder for the purposes of Art. 102 of the Swiss Code of Obligations (CO).
- 6.6** In the event that the SUPPLIER or its subcontractors experience a delay for any reason, including force majeure (Art. 97 et seq. CO), the SUPPLIER must inform the CUSTOMER without delay. The latter reserves the right to disregard requests for extensions if events such as those mentioned above have not been notified to it with all necessary explanations and justifications within no more than 15 days of occurrence, or if it should be determined that the SUPPLIER has not made every effort to limit the effects thereof.
- 6.7** In the event that the delivery deadlines set in the ORDER are missed or delivery is incomplete the SUPPLIER shall incur delay penalties, with no need for a formal reminder and without prejudice to the CUSTOMER's other rights.
- 6.8** Unless otherwise stipulated the delay penalty shall be equal to 0.5% of the total price of the ORDER per day of delay, up to a maximum of 10% of this price. It shall be due even if a portion of the goods or services has been accepted without reservation. Payment of the delay penalty shall not release the SUPPLIER from its other obligations.
- 6.9** The CUSTOMER reserves the right to refuse any DELIVERY that is later than the deadline set and withdraw from the ORDER without prejudice to its rights to damages.
- 6.10** Any penalties applied shall be offset and deducted from the SUPPLIER's invoice.

## **7. COMMISSIONING AND TESTING**

- 7.1** Acceptance testing must be carried out by the SUPPLIER in the presence of the CUSTOMER in accordance with the agreed planning sche-



dule. These tests must include checking the guaranteed values.

- 7.2** Performance and endurance tests may be undertaken by agreement between the parties,
- 7.3** A report drawn up by the SUPPLIER and signed by the CUSTOMER shall determine the date acceptance testing is completed.
- 7.4** If any defects, manufacturing or construction flaws or incidents are discovered during acceptance testing the SUPPLIER shall make all necessary adjustments, corrections or modifications at its own expense and without delay.

## **8. ACCEPTANCE AND TRANSFER OF OWNERSHIP OF WORKS**

- 8.1** After the testing provided for in Article 7 above, provisional acceptance shall be issued on the date the report referred to in section 7.3 is signed.
- 8.2** Transfer of ownership of the material and/or installations, as well as the transfer of risks and rewards, shall take place on the date of provisional acceptance.
- 8.3** Final acceptance shall take place once the SUPPLIER has remedied any defects or flaws, on a date agreed between the parties. A final acceptance report shall be drawn up at that point. In the event that only a portion of the material is refused, final acceptance shall be issued for the material not refused provided this can be used independently of the rejected portions.

## **9. WARRANTIES**

- 9.1** The SUPPLIER warrants that the DELIVERY will be executed according to the state of the art and that:
  - material used in accordance with the written instructions will not exhibit any abnormal signs of wear and tear or fatigue and that all parts liable to wear and tear as a result of use will be designed and arranged so as to be easy to maintain or replace.
  - equipment will be constructed in such a way as to ensure the whole unit functions properly and can be operated as specified in the ORDER or the CONTRACT.
  - the installation complies in all respects with

the specifications and technical standards stipulated in the ORDER.

- 9.2** The warranty period stipulated in the ORDER or CONTRACT shall run from the date of final acceptance.
- 9.3** The SUPPLIER must take all necessary measures to ensure the material or installations comply with the above conditions at its own expense up to the end of the warranty period. A new warranty period of the same length shall be applied to the affected parts of the system as soon as defective parts or components are replaced. Cases of hidden defects are reserved.

## **10. REFUSAL CLAUSE**

- 10.1** If the technical quality requirements specified in the ORDER or CONTRACT are not complied with after deduction of tolerances, or if serious defects that could compromise the proper functioning, efficiency, operational safety or service life of a portion or all of the DELIVERY are discovered before the expiry of the warranty period, the SUPPLIER must take all necessary actions to ensure and perform the services in accordance with the conditions agreed in the ORDER or CONTRACT at its own expense and in accordance with a planning schedule agreed with the CUSTOMER that takes into account the operational possibilities and the extent of the defects.
- 10.2** If the SUPPLIER is unable to make the DELIVERY compliant by the end of the agreed deadline the CUSTOMER will decide, after informing the SUPPLIER, either:
  - to accept replacement of non-compliant material by the SUPPLIER or an authorised third party, the costs incurred being borne by the SUPPLIER.
  - to accept the non-compliant material as it is and demand a reduction in the price of the DELIVERY.
  - in serious cases, to terminate all or a portion of the ORDER or CONTRACT. In such cases the CUSTOMER shall remove the rejected material according to a schedule agreed between the parties.
  - The CUSTOMER further reserves the right to claim compensation for the prejudice suffered.



## 11. PACKAGING AND TRANSPORT

- 11.1** Packing and transport to the site are the sole responsibility of the SUPPLIER, who must take out the necessary insurance for this purpose. The SUPPLIER must take all necessary steps to ensure the material is adequately protected for transport and possible temporary storage.
- 11.2** Dispatch notices must be clearly and precisely worded, stating quantities, weight and dimensions (where applicable) and sent in duplicate to the CUSTOMER's address.
- 11.3** Unless otherwise agreed in writing by the parties, risks and perils shall be transferred to the CUSTOMER in accordance with Incoterms 2020 DDP and only once the goods have been unloaded by the SUPPLIER.

## 12. PRICES AND TERMS OF PAYMENT

- 12.1** The CUSTOMER's terms of payment are 30 days net, unless otherwise stated in the ORDER.
- 12.2** The price, taxes, discounts and any changes to the terms of payment will be set out in the ORDER.
- 12.3** The CUSTOMER reserves the right to demand a guarantee on requests for advance payments on the ORDER.
- 12.4** If a change to the DELIVERY occurs during execution of the ORDER or CONTRACT the SUPPLIER may only request a price increase where a written agreement has been reached to this effect.
- 12.5** Price adjustments will only be made if a price revision has been explicitly agreed in the CONTRACT or ORDER and a written agreement on these terms and conditions has been reached with the CUSTOMER.
- 12.6** Unless agreed otherwise, prices also include packaging, transport and all ancillary costs (Incoterms 2020 DDP prices).

## 13. DELIVERY AND RECEIPT

- 13.1** All shipments must be accompanied by a delivery note with one line per ORDER position and must contain at least the following information:
- ORDER number, address and delivery date
  - item number

- item name
- quantity ordered and delivered

- 13.2** On receipt of goods, each item delivered must be identifiable from the delivery note

## 14. INVOICING AND PAYMENT

- 14.1** The supplier must issue an invoice containing at least the following:
- CUSTOMER's ORDER number
  - CUSTOMER's reference
  - CUSTOMER's identity
  - item number
  - item name
  - unit price excluding VAT, quantity delivered and total price of position (as stated on the ORDER)
- 14.2** The invoice will be honoured according to the conditions set out in the ORDER

## 15. EXECUTION OF CONTRACT

- 15.1** The contract is validly executed between the CUSTOMER and the SUPPLIER:
- by signing a CONTRACT between the two parties;
  - by the CUSTOMER sending an ORDER corresponding in all respects to the supplier's offer;
  - in the event of any discrepancy between the CUSTOMER's ORDER and the SUPPLIER's offer, by the SUPPLIER sending the ORDER confirmation mentioned in section 15.2 below, subject to subsequent written consent of the CUSTOMER.
- 15.2** An order confirmation must be sent by the SUPPLIER within 72 hours. Once this deadline has passed orders will be deemed accepted as sent.

## 16. APPLICABLE LAW AND PLACE OF JURISDICTION

- 16.1** The relationship between the CUSTOMER and the SUPPLIER shall be subject solely to Swiss law.
- 16.2** Any disputes that may arise concerning interpretation or execution of this ORDER shall be settled by the ordinary courts.
- 16.3** The parties choose the CUSTOMER's regis-



tered office as the place of jurisdiction.

**16.4** These GTCs have been approved by the CUSTOMER's competent bodies and come into force on 1 July 2019. They may be amended by the CUSTOMER at any time subject to one month's notice.