

GENERAL PURCHASING CONDITIONS (GPCs)

1. APPLICATION CONDITIONS

- 1.1 These General Purchasing Conditions (GPC) form an integral part of any ORDER for goods or services made and any purchase AGREEMENT concluded by Group E (the CLIENT), hereinafter referred to as the ORDER or the AGREEMENT.
- 1.2 In these GPCs, «SUPPLY» refers to the goods or services described in the ORDER. «SUPPLIER» may also refer to the service provider.
- 1.3 Any deviations from these GPCs will be confirmed only if the CLIENT has approved them in writing form. In addition, if the CLIENT communicates other GCs to the SUPPLIER that are applicable to a specific service or supply, these ones apply and prevail over these GPCs, especially when a contradiction arise.
- 1.4 By accepting the ORDER, the SUPPLIER accepts the exclusive application of these GPCs and acknowledges the reception from the CLIENT of all the necessary information for the project, for which he recognise the clarity.
- 1.5 The SIA 118 in force is applicable to all contract between a Groupe E company and another Group company, and related to a work realisation (construction).

2. PROCEDURE

- 2.1 For SUPPLIES delivered in Switzerland, the SUPPLIER is required to comply with the related provisions regarding worker protection and working conditions in effect at supply delivery place and especially the equal treatment between men and women in terms of salary.
- 2.2 By contracting with the CLIENT, the SUPPLIER which employs more than 50 employees and whose annual turnover with the CLIENT is more than CHF 50,000 confirms on honour that he and possibly his subcontractors comply with Swiss equality legislation between men and women. On CLIENT's request, this SUPPLIER is required to produce a written declaration to this end.
- 2.3 In addition, the CLIENT reserves the right, depending on ORDER importance or SUPPLIER size, to require additional evidence of fair application of equal treatment between men and women in terms of salary.
- 2.4 In case of proven discrimination facts based on gender at supplier premises, the CLIENT reserves the right to withdraw from the ORDER and to terminate the current contract with the SUPPLIER with immediate effect. SUPPLIES delivered until the order withdrawal will be paid. The CLIENT is authorised to remove the SUPPLIER from his panel for 5 years.

3. TECHNICAL DOCUMENTATION

- 3.1 After the ORDER confirmation, the SUPPLIER shall provide to the CLIENT the necessary documents for the execution, operation and facility management in three copies.

- 3.2 These documents shall be updated after successful tests.
- 3.3 All documents made available by the CLIENT must be returned to him as soon as possible.

4. EXECUTION RULES

- 4.1 The SUPPLY must comply with rules of the Association of Swiss Electricity Companies (AES/VSE), the Provisions governing Electricity Distribution (PDIE), the Low Voltage Installations Standard (NIBT/NIN) and Value Stream Mapping (VSM), if any requirements or standards are specified in the ORDER.
- 4.2 The SUPPLY shall comply with best practice; He shall take into account the latest technology developments and shall allow the entire facility to operate flawlessly while providing a maximum degree of safety.
- 4.3 Construction and assembly shall be organised and executed in such a way as to minimise maintenance and overhaul.
- 4.4 The SUPPLY shall also comply with the official regulations in force, whether federal, cantonal or municipal.
- 4.5 The CLIENT reserves the right to carry out quality checks at the SUPPLIER's. He shall have access to the premises, by arrangement.

5. RELATIONSHIP BETWEEN THE PARTIES

- 5.1 On demand, the SUPPLIER shall appoint a representative with full powers to carry out the necessary actions.
- 5.2 The SUPPLIER shall contact the other suppliers involved in a timely manner and as often as necessary in order to fully coordinate his/her work and resolve issues relating to the SUPPLY, his/her limitations and involvement in the overall project. The CLIENT shall be duly informed of these contacts. He shall decide in case of disputes.

6. SCHEDULE AND TIME LIMITS

- 6.1 On CLIENT's request, the SUPPLIER shall provide a detailed schedule on the equipment manufacturing and, if necessary, the equipment assembly.
- 6.2 The contractual period mains:
 - For delivery: material delivered to the destination.
 - For assembly: completed, ready for acceptance tests.
- 6.3 The contractual period shall run from the CONTRACT signature or the receipt date of CLIENT's order.
- 6.4 The SUPPLIER shall deliver the equipment or complete the work entrusted to him/her within the time limit set out in the ORDER. He/she shall be liable for any delay, including those of his/her subcontractors. The expiry of the period shall constitute a formal notice following Article 102 of the Swiss Code of Obligations (CO).
- 6.5 If a delay happen with the SUPPLIER or his/her subcontractors for various reasons, including force

majeure (Art. 97 et seq. CO), the SUPPLIER shall inform the CLIENT immediately. He reserves the right not to take into consideration the extension requests if events such as those referred above have not been notified and supported with full explanations and justifications within maximum 15 days from their occurrence, or if it appears that the SUPPLIER has not done everything possible to limit their effects.

- 6.6 Late delivery or exceeding the execution time agreed by the parties shall be subject to a delay penalty set out in the ORDER. Damages for which the SUPPLIER is liable are expressly reserved.

7. COMMISSIONING, TESTING

- 7.1 Based on the agreed program, acceptance tests will be carried out by the SUPPLIER in the presence of the CLIENT. These tests will include the checking of guaranteed values.
- 7.2 Performance and endurance tests could be initiated after agreement between the parties.
- 7.3 A report drawn up by the SUPPLIER and signed by the CLIENT shall determine the completion date of the acceptance tests.
- 7.4 If defects, construction faults or incidents are noticed during the acceptance tests, the SUPPLIER shall make any necessary adjustments or modifications, at his/her own expense and as soon as possible.

8. ACCEPTANCE AND OWNERSHIP TRANSFER

- 8.1 After the tests specified in Article 7, the approval shall be issued on the signature date of the minutes mentioned in paragraph 7.3.
- 8.2 Transfer of ownership of the equipment or facility, as well as the transfer of risks, shall take place on the date of provisional acceptance.
- 8.3 Final acceptance will take place after the SUPPLIER has rectified all possible defects or defects at the date agreed between the parties. A minutes of final acceptance will then be drawn up. If there is reason to refuse for only part of the material, the final acceptance will be pronounced for the material not refused as long as it can be used independently of the rejected parts.

9. WARRANTIES

- 9.1 The SUPPLIER warrants that the SUPPLY shall be carried out in accordance with best practices and that:
- the equipment used in accordance with the written instructions shall not show any abnormal wear or fatigue and that all components subject to wear as a result of their operation shall be designed and arranged to facilitate their maintenance or replacement;
 - the equipment shall be implemented in such a way that proper operation of the unit is ensured and that it can be used under the conditions defined in the ORDER;
 - the facility shall comply with the characteristics and technical standards defined in the ORDER in all respects.
- 9.2 The warranty period set out in the ORDER shall run from the date of final acceptance.
- 9.3 Until the warranty period expiration, the SUPPLIER

shall, entirely at his/her own expense, take all necessary measures to ensure that the equipment or facility meets the conditions referred to above and in the ORDER. A new warranty period of the same duration shall be applied to the parts of the facility concerned as soon as the defective parts or elements are replaced. Latent defects are reserved.

10. REFUSAL CLAUSE

- 10.1 If the technical quality requirements specified in the ORDER are not met (minus any tolerances), or if, before expiry of the warranty period, serious faults are found that could compromise proper operation, performance, operational safety or the lifetime of part or all of the SUPPLY, the SUPPLIER shall make modifications at his/her own expense, in accordance with a schedule agreed with the CLIENT and taking into account the operating capabilities and relevance of the defective equipment, so as to enable the facility to meet the conditions of the ORDER.

If, at the end of the agreed period, the SUPPLIER is unable to make the SUPPLY compliant, the CLIENT shall, after informing the SUPPLIER, decide whether or not:

- To accept that the non-compliant equipment is replaced by the SUPPLIER or by an authorised third party, the costs incurred for this at supplier responsibility.
- To accept the non-compliant equipment as it stands and to demand a price reduction for the SUPPLY ;
- In serious cases, to terminate all or part of the ORDER. In this case, the CLIENT shall remove the refused equipment in accordance with a schedule agreed by the parties.

The CLIENT reserves the right to claim additional compensation due to the damage he has suffered.

11. PACKAGING AND TRANSPORT

- 11.1 The SUPPLIER shall be exclusively responsible for packaging and transport to the site and shall take out the necessary insurance to this end. He/she shall take all suitable measures to ensure that the equipment is properly protected for transport and possible temporary storage.
- 11.2 Shipping notes shall be clearly and precisely written, with details of quantities, weights and dimensions, if applicable. One copy shall be sent to the CLIENT's address, another copy shall be attached to the shipment.
- 11.3 Unless otherwise agreed in writing by the parties, the risks and perils shall be transferred to the CLIENT in accordance with Incoterms 2010 DDP regulations and only after the goods have been unloaded by the SUPPLIER.

12. PRICE AND TERMS OF PAYMENT

- 12.1** The CLIENT's payment terms are 30 days net, unless otherwise stated in the ORDER.
- 12.2** The price, taxes, discounts and any changes in payment terms shall be set out in the ORDER.
- 12.3** The CLIENT reserves the right to claim a guarantee on requests for advance payments on the ORDER.
- 12.4** If there is a change to the SUPPLY during the execution of the ORDER, the SUPPLIER may only request a price increase if a written agreement has been done on this subject.
- 12.5** A price adjustment shall only be made if a price adjustment has been explicitly agreed in the AGREEMENT or ORDER and if a written agreement on these terms has been reached with the CLIENT.

13. APPLICABLE LAW AND PLACE OF JURISDICTION

- 13.1** The relationship between the CLIENT and the SUPPLIER shall be governed exclusively by Swiss law.
- 13.2** Any disputes that may arise regarding the interpretation or execution of this AGREEMENT shall be settled by the ordinary courts.
- 13.3** The parties shall choose the place of jurisdiction at the CLIENT's registered office (headquarters).
- 13.4** These GPCs have been approved by the CLIENT competent authorities and take effect on 1 July 2019. They may be amended by the CLIENT at any time, giving one month's notice.