

General Terms and Conditions of Purchase (GTCP) for the purchase of goods and services Kummler+Matter EVT Ltd.

Version dated 1 July 2025



1. General

All Kummler+Matter EVT Ltd. (hereinafter "KuMa EVT") orders are exclusively subject to these terms and conditions of purchase. General terms and conditions and other contractual conditions of the supplier shall only apply to the extent that KuMa EVT has expressly agreed to them in writing. In the event of any discrepancies between the other language versions of these GTCP, the German version shall prevail.

The supplier shall provide the deliveries and services stated in the purchase order (hereinafter also referred to as the subject of the contract) in a professional and careful manner, using the most appropriate materials and deploying personnel trained for this purpose. The subject of the contract also includes all the deliveries and services that were not expressly requested by KuMa EVT, but which are necessary or usually required for the specified function of the subject of the contract.

All agreements and legally relevant declarations of the contracting parties shall be valid only if they are made in writing.

Should any provision of these GTCP prove to be invalid in whole or in part, the contracting parties shall replace said provision by a new agreement which best approximates the legal and economic intent of the original provision.

In the event of any discrepancies between the other language versions of these GTCP, the German version shall prevail.

2. Offer

Offers, consultations, designs, demonstrations, sample deliveries, etc. are free of charge for Equans. The offer must adhere exactly to the specifications of the request from KuMa EVT. Any deviations must be clearly indicated. Although additional variants and options are desired, for the sake of clarity, the offer should list them separately from the original request items. All costs must be detailed in the offer and listed separately, including – in particular – the costs of transport and packaging, and the HVC (performance-related heavy vehicle charge). Any costs not mentioned separately are deemed to be included in the total price.

Unless the request from KuMa EVT states otherwise, a binding period of 90 days applies.

3. Purchase order and order confirmation

KuMa EVT shall send the purchase order to the supplier. The contract enters into force on acceptance of the order by the supplier. The supplier shall confirm their acceptance by immediately returning an order/purchase order confirmation, which must include the purchase order reference. Deviations and additions by the supplier that are contained in the order confirmation only apply if KuMa EVT has expressly agreed to these in writing.

If confirmation is not forthcoming, and if the supplier does not decline the order in whole or in part within five days of the order date, the order is deemed to be accepted unreservedly and without change. By accepting the order, the supplier declares that they have all the necessary information and documents to perform the contract.

4. Prices and payment terms

Unless otherwise agreed, the quoted prices are binding fixed prices in Swiss francs (CHF). They include all costs, fees, and other expenditure necessary for the performance of the contract, including all incidental costs for a DDP delivery (place of delivery) in accordance with INCOTERMS 2020 (incl. unloading). VAT must be stated separately. The cost of waiting times during unloading is to be borne by the supplier. VAT must be stated clearly. Advance payments are made only against a bank guarantee from a first-class Swiss bank for at least 10% of the net order value.

In the case of orders for which no fixed price has been quoted, the supplier must provide KuMa EVT with a guide price before carrying out the order. This will only become definitive (with the exception of small orders up to CHF 500) upon written approval of the guide price.

The supplier guarantees to grant KuMa EVT at least the same advantages as those granted to the most favoured third party, assuming comparable circumstances.

The invoices are to be submitted immediately after dispatch of the goods. Each order shall be invoiced separately and in detail. Unless otherwise agreed, all invoices are paid net within 60 days, provided that the goods and services have been delivered in full and free of defects. Other payment terms must be agreed in writing. The decisive point in time for calculating the payment periods and any entitlement to an early payment discount is the receipt of the correct invoice by KuMa EVT.

In the event of defective deliveries and/or services, payment is not due until 30 days after the proper correction of the defect and/or the provision of a replacement delivery or service. KuMa EVT reserves the right to offset amounts against any counterclaims it may have.

5. Delivery date and consequences of delay

The delivery dates stated in the purchase order are binding. The supplier is obliged to take action without delay in order to avert any anticipated or identifiable delays, and to inform KuMa EVT in writing of any such action. Partial deliveries are only permitted if they have been expressly agreed. In the event of a failure to meet the delivery date at the designated destination, the supplier shall be deemed in default without further notice. In the event of default, KuMa EVT is entitled either to insist on performance or, following the expiry of an appropriate grace period, to forgo subsequent delivery and/or service provision and withdraw from the contract without any obligation to pay compensation. KuMa EVT shall also be entitled to demand a contractual penalty of 2% of the total contractual sum for each week or part of a week of delay. The total of the contractual penalty is limited to 10% of the total contractual sum. KuMa EVT reserves the right to assert further claims for damages in each and every case. The acceptance of delayed deliveries and/or services shall not be construed as a waiver of claims for compensation.

6. Force majeure

If, despite making every reasonable effort and taking every reasonable action, the supplier is prevented from fulfilling their obligations due to force majeure or if performance of the contract is thereby significantly impeded, they must immediately notify KuMa EVT of these circumstances in writing. In addition to stating the reason, they must specify the anticipated duration of the disruptive event and the actions they intend to take to expedite performance of the contract in spite of these issues. If such an instance of force majeure can be verifiably demonstrated, the agreed deadlines will be extended accordingly for a period not exceeding the duration of the disruptive event, with the performance obligations remaining fully in effect. The inability to procure raw materials or other materials at the planned prices, or the inability to transport goods at the planned prices, shall not be considered force majeure. This risk shall always be borne by the supplier.

7. Transport, insurance and packaging

The supplier must clearly mark every consignment and include the freight documents, documentation, and delivery notes (including any necessary customs documentation) that are required in each case (with a copy to KuMa EVT). If the freight documents and/or documentation are missing, the delivery shall be stored at the expense and risk of the supplier until the missing documents have arrived.

Partial and residual consignments are only permitted if expressly agreed. They must be marked as such.

The supplier bears full responsibility for proper packaging and correct transport. All mechanical parts must be adequately protected against damage and corrosion, and insulating parts provided with additional protection against damp. The supplier must comply with any special instructions for packaging and transport, as stated on the purchase order. All costs, fees and other expenses incurred for packaging/transport and for any necessary storage shall be borne by the supplier. Goods are dispatched for the account and at the risk of the supplier. The supplier is responsible for insurance, loss, and damage during transport. The D-term DDP (place of delivery), as defined by the INCOTERMS 2020, applies.

All packaging material shall be taken back or disposed of at the supplier's expense. If the packaging material is not collected at the request of the project management, KuMa EVT is entitled to dispose of it at the supplier's expense and deduct the associated costs from the next invoice.

8. Place of performance, benefit and risk and transfer of ownership, acceptance

The place of performance for deliveries and/or services by the supplier is the place of handover stated in the purchase order (delivery address). The place of performance for payment is the registered office of KuMa EVT.

In the case of deliveries which include an installation obligation, the benefit and risk are transferred on acceptance. In the case of deliveries without an installation obligation, they are transferred as soon as the goods are delivered to the place of performance in conformity with the contract. Ownership is transferred on delivery to the place of performance, but no later than when payment is made.

Material supplied or provided by KuMa EVT for the purposes of carrying out an order shall remain the property of KuMa EVT even after the material has been processed, even if the value of the work is greater than that of the material delivered.

There is no set time for the delivery inspection by KuMa EVT, but it will take place as soon as possible after receipt of the complete delivery (including the associated documentation). If the delivery inspection does not reveal any significant defects, KuMa EVT will grant provisional acceptance. Defects will be reported as soon as they are discovered. The supplier waives the defence of late notification of defects.

9. Warranty and correction of defects

The supplier grants KuMa EVT full warranty regarding defect of title and defect of quality. The supplier is liable for ensuring the flawless quality and suitability of the subject of the contract for both customary purposes and those communicated to the supplier, as well as for any warranted properties.

The warranty period is (i) two years from when the subject of the contract is delivered to the place of performance or (ii), in the case of goods that are intended for installation, five years after acceptance by the building owner on whose premises these systems were installed. The warranty period shall be extended by the length of time for which the subject of the contract cannot be used due to a defect and/or the process of correcting it. Where the manufacturer grants an extended warranty period or in the event of an extended warranty period being agreed between KuMa EVT and the supplier, this shall take precedence. Once a repair has been carried out or a replacement delivery or service has been provided, the warranty period starts again from the beginning. KuMa EVT is entitled to assert claims for defects at any time within the warranty period. Payments made by KuMa EVT do not constitute a waiver of the right to claim for defects.

In the event of a valid warranty claim, KuMa EVT is entitled, at its own discretion, to request repair, a price reduction, a replacement (if necessary in another more suitable construction/design) or rescission. The supplier shall pay all costs associated with the correction of the defect (including transport and travel expenses). In urgent cases, and if the supplier fails to correct the defect or does so improperly despite being given a reasonable period of grace, KuMa EVT is also entitled, at the supplier's expense, to correct the defects itself or have them corrected by a third party and/or to procure a replacement. Equans expressly reserves the right to assert further claims for damages in each and every case. Indirect advantages that arise for KuMa EVT from the subsequent remedying of defects shall not be taken into consideration.

Raw materials and semi-finished products that prove to be defective during processing must be replaced, regardless of the time that has elapsed between delivery and the discovery of their defective state.

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

The warranty rights of KuMa EVT expire 8 years after final acceptance by the building owner. By contrast, rights arising from defects intentionally concealed by the supplier shall expire after 10 years.

10. Liability and insurance

As a basic principle, the statutory liability provisions apply. If the subject of the contract is defective, the supplier must, in particular, also bear the full costs of determining the defects – including any costs for removing and installing the subject of the contract from/in a system – upon first request by KuMa EVT. If the delivery contains such significant defects or otherwise deviates from the contract so severely that it is unusable from the perspective of KuMa EVT or KuMa EVT cannot reasonably be expected to accept it, KuMa EVT may withdraw from the contract and claim damages.

The supplier shall be liable for all damage caused to KuMa EVT or third parties by the delivery, the supplier, or their personnel, excluding consequential damage such as power failure or loss of profit.

The supplier declares that they have liability insurance cover (for personal injury and property damage) of at least CHF 5 million and will provide written evidence of this from their insurance company on first request. In the event of a change in the insurance or insurance cover, the supplier shall notify Equans of this immediately and provide the new certificate.

11. Plans, (technical) documents and intellectual property

Materials made available by KuMa EVT as a basis for the order, such as samples, tools, software, plans, drawings, calculations, etc. are binding. The supplier shall immediately verify the information provided by KuMa EVT and report any errors and ambiguities without delay. KuMa EVT retains all rights to the order documents and materials. There is also no intention to grant the supplier or third parties any licenses to these rights.

12. Safety, country regulations and quality

The supplier shall comply with the laws and regulations that apply to them locally, as well as in the country or countries for which their products are intended. The supplier guarantees that the subject of the contract conforms to the latest state of the art and all the applicable safety regulations and technical standards. The supplier shall issue the necessary standard certificates and information on origin on request. The supplier is liable to KuMa EVT for all damage suffered by the latter as a result of failure to comply with these regulations and standards. The supplier is required to implement a quality management system based on international standards such as ISO 9001 or an equivalent standard.

13. Environment, disposal, and ecological requirements

The supplier undertakes to comply with the legal environmental regulations applicable at the place of performance. They also undertake to make sustainable use of natural resources, to generate as little environmental pollution as possible and to dispose of waste in an environmentally friendly manner. Written evidence of this must be provided upon request.

From the perspective of their subsequent disposal, the materials used must always reflect the latest knowledge. If, for technical and/or financial reasons, ecologically problematic materials nevertheless have to be used, then KuMa EVT must be made aware of this in writing.

If supplied materials or products contain environmentally hazardous substances (according to the legal provisions at the place of destination), then the supplier assures KuMa EVT that they will be taken back and disposed of in line with regulations. This also applies to any substances and materials that have undergone alterations after use.

Packaging, containers, etc. are to be taken back free of charge by the supplier for disposal.

14. Labour protection and labour law

The supplier undertakes to comply with the health and safety regulations and the working conditions in force at the place of performance and to ensure equal treatment of men and women with regard to equal pay. Working conditions are defined as the collective labour and normal employment contracts. In the absence of such contracts, the actual working conditions customary for the location and profession shall apply.

The supplier undertakes to ensure that the health and safety regulations and working conditions are observed by their sub-agents, sub-suppliers, and sub-contractors.

The supplier undertakes to follow the guidelines entitled "Occupational safety for temporary employees and subcontractors" of companies belonging to the Equans Switzerland Group ([Health and safety | Equans Switzerland](https://equans.ch/en/health-and-safety)). These guidelines form an integral part of the GTCP. Any failure to comply with the principles set out in these guidelines shall constitute a breach of contractual obligations.

Upon entering buildings, land and/or construction or assembly sites belonging to KuMa EVT, the safety instructions and regulations of KuMa EVT must also be observed. KuMa EVT disclaims all liability in the event of any failure to comply with these.

15. Ethical concerns

Both parties are committed to maintaining the highest ethical standards in all their business activities and relationships. This includes respecting human rights, promoting fair working conditions, minimising environmental impact, fighting corruption and complying with all applicable legal requirements. Code of ethics: <https://equans.ch/en/ethics-and-compliance>.

In the context of contract performance, the parties shall each comply with the same standards, both when acting on their own behalf or on behalf of, and for the account of, their contractors.

Each party reserves the right to require the other party to provide proof of compliance with the obligations under this clause.

Any failure to comply with the obligations contained in this clause shall constitute non-compliance, which entitles the compliant party to suspend and/or terminate this contract immediately at the expense of the non-compliant party.

The supplier undertakes to act in accordance with all principles set out by Bouygues SA in the "CSR Charter for Suppliers and Subcontractors" (<https://equans.ch/en/ethics-and-compliance>). This Charter forms an integral part of the GTCP. Any failure to comply with the principles set out in this Charter shall constitute a breach of contractual obligations.

16. Software

If software forms part of the delivery item, the supplier shall hand over the object code to KuMa EVT upon delivery, along with the source code and associated documentation. The documentation must enable KuMa EVT to use and maintain the software as intended. KuMa EVT may further develop the software itself or have it further developed by third parties.

17. Confidentiality

Materials provided as the basis for the order and other know-how, data and information of any kind or in any form that comes to the knowledge of the supplier in connection with the order shall be used by the supplier solely for the contractual purpose and treated by them as confidential. Any other use shall require the prior written consent of KuMa EVT.

18. Assignment, subcontractors, and offsetting

The supplier shall not assign or pledge claims against KuMa EVT to third parties without the prior written consent of KuMa EVT. The full or partial transfer of deliveries and/or services to third parties also requires the prior written consent of KuMa EVT. The supplier is liable for the actions and omissions of subcontractors as if they were themselves performing the contract.

The supplier may not offset the claims of KuMa EVT against their own counterclaims.

19. Advertising

Any reference to the business relationship with KuMa EVT for advertising purposes requires the prior written consent of KuMa EVT.

20. Amendments and withdrawal from the contract

KuMa EVT is entitled to request amendments and additions to the order at any time. Resulting changes in deadlines and costs shall be communicated to KuMa EVT by the supplier without delay. The contractual terms of the original order continue to apply to the same extent. Any amendments to the delivery and/or service made by the supplier must be approved in writing by KuMa EVT in advance.

KuMa EVT may withdraw from the contract at any time, either in whole or in part. The supplier shall be entitled to compensation for services already provided and for preparatory services which cannot be cancelled or used for other purposes. The supplier must keep the costs incurred as low as possible. No further claims of the supplier shall be entertained.

21. Data protection

Collection and processing of personal data: We collect and process personal data in accordance with the provisions of the Swiss Data Protection Act (DSG) and other relevant data protection regulations. We collect and process personal data exclusively for the purposes specified in this data protection clause.

Purpose of data collection and processing: We collect and process personal data exclusively for the purposes stated in our privacy policy on our website: <https://equans.ch/en/privacy-policy>. Personal data will not be used for other purposes unless the data subject has expressly consented, or such processing is permitted by law.

Transfer of personal data to third parties: Personal data will only be transferred to third parties if this is necessary to fulfil the aforementioned purposes or if there is a legal obligation to do so. Before transferring personal data to third parties, we carefully check whether the data protection requirements are met and take appropriate measures to protect the data.

Right of access and rectification: The data subject has the right to obtain information about the personal data stored concerning them. The data subject has the right to have incorrect data corrected and to request the deletion of their data, provided that there are no legal obligations to retain it.

Data security: We take appropriate technical and organisational measures to ensure the security of personal data and protect it from unauthorised access, loss, or misuse. Despite all precautions, risk to data security cannot be completely ruled out. The data subject is aware of these risks and accepts them when using our services.

Contact address for data protection enquiries: For any questions about data protection and the exercise of data protection rights, data subjects can email our data protection officer at dataprivacy.ch@equans.com.

Changes to the data protection clause: We reserve the right to amend or update this data protection clause at any time. The currently valid version is available on our website and comes into force as soon as it is published. The data subject will be informed of any significant changes to the data protection clause and has the right to object to the processing of their data in accordance with the amended conditions.

22. Place of jurisdiction and applicable law

The exclusive place of jurisdiction is the location of KuMa EVT's registered office.

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

Differences of opinion do not entitle the supplier to interrupt the work and refuse to provide contractual services. Nor do they entitle KuMa EVT to refuse any payments that are due.

Zurich, 1 July 2025

Kummler+Matter EVT Ltd.