

1 Application and scope

- 1.1 Equans Switzerland AG (hereinafter referred to as "Equans") offers its end customers (hereinafter referred to as "Customers") a wide range of services and products in the field of information and communication technology
- 1.2 These General Terms and Conditions (hereinafter referred to as the GTC-ICT-Services) govern the rights and obligations in the relationship between Equans and its Clients. They apply to all business relationships between Equans and its Clients in ICT Services. The General Terms and Conditions (GTC) of Equans Switzerland apply to all other agreed deliveries and services of Equans, unless otherwise originally or subsequently agreed in writing. The customer's business terms are only used if and to the extent to which Equans expressly accepts them in writing and they do not contradict the GTC-ICT-Services.
- 1.3 All subsidiary agreements, changes and additions to this contract must be in written form to be legally effective.
- 1.4 If individual provisions are or become ineffective or invalid this does not affect the validity and effectiveness of the other provisions. In such a case the invalid provision is to be interpreted or supplemented to achieve the intended purpose of the provision as closely as possible.
- 1.5 Changes are notified to customers using circulars or in another appropriate form and come into force one month after written notification to customers.
- 1.6 "Products" are the software, hardware and services offered and sold by Equans.

2 Ordering, delivery and transfer of the products

- 2.1 Orders can be made in writing (fax or letter) or electronically.
- 2.2 The relevant order confirmation is key to deciding the scope and execution of the delivery. This is subject to availability and the ability of the manufacturer to deliver the products.
- 2.3 The delivery deadlines stated by Equans are only to be viewed as guidelines without an express written assurance to the contrary. The delivery deadline is stated in good faith but without liability. This applies in particular to delayed deliveries, e.g. due to bottlenecks at the manufacturer.

If a delivery is delayed after a delivery date assured in writing by Equans, a customer may consider Equans to be in default after an additional period of at least three weeks set in writing and may withdraw from the relevant order after setting an appropriate additional period. In this case Equans is only liable to the customer for direct and immediate damages if and to the extent to which the delay or impossibility of delivery is proven to be the result of a gross contractual infringement by Equans.

- 2.4 For delivery problems resulting from circumstances over which Equans has no influence, such as strikes, lockouts, missing materials, transport or operational blocks by the manufacturer or transport problems, Equans is entitled to annul the order.
- 2.5 Changes to the order or annulments desired by the customer must be sent to Equans in written form. Equans may charge the customer for any costs already incurred.
- 2.6 Equans is permitted to make partial deliveries.

3 Acceptance and checking

- 3.1 The customer is obliged to check the correctness and completeness of products and services delivered by Equans immediately after delivery or collection and to notify Equans in writing of any damage, faults or complaints without delay after discovery, at the latest 10 days after delivery or collection.
- 3.2 All guarantees and other claims by the customer lapse if the notification is not provided in time unless the damage or fault was not recognisable during the inspection of the goods received.

4 Transfer of possession and risk

- 4.1 Possession and risk are transferred to the customer with the products.
- 4.2 If the customer does not collect the products in due time the products are stored at the customer's risk and expense for five days before being sent on to the customer.

5 Returning products

- 5.1 The return of products by the customer requires the prior consent of Equans and is done at the expense and risk of the client. The products must be returned in the original packaging and with an enclosure providing a detailed description of the errors/faults and proof of purchase. It is not permitted to return software that has been opened.
- 5.2 Equans reserves the right to return products with missing, defective or marked original packaging or those that are not in perfect condition to the customer at their expense and risk. If the products are returned without a description of the fault Equans may locate the fault at the expense of the customer (minimum charge of 1 hour).
- 5.3 The processes agreed between Equans and the manufacturer always apply.

6 Prices

- 6.1 The prices for Equans products and services are understood as net in Swiss francs (CHF), excl. VAT, customs-paid and ex Equans location.

Subsidiary costs, such as the costs of packaging and shipping (freight/transport), are not included in the prices and, along with value added tax, will be charged to the customer. Unless otherwise agreed accessories are not included in the price.

Support services are not included in the product's price and are invoiced to the customer separately and as incurred in line with the rates set in the valid service price list or special agreement.

- 6.2 The prices of products and subsidiary prices are always charged in line with the price list at the time the order was confirmed. If Equans receives assurances from the manufacturer or supplier about passing on price reductions to the customers, the prices at the time of delivery or transfer of the products apply. This applies in reverse for price increases by the manufacturer or supplier.

7 Terms of payment

- 7.1 If no other written agreement is in place, all Equans invoices are due for payment net on the 30th day after the invoice date to the bank account stated. After this period, the

customer is in arrears without a reminder being issued. Equans may assert default interest of 10% p.a.

- 7.2 If the customer is in default Equans is entitled to stop all other services to the customer in full or in part without additional notification until its invoices have been paid or satisfied. All consequences from such a delivery stop are exclusively borne by the customer.
- 7.3 If the customer then does not pay or satisfy its debts within a period subsequently set by Equans, Equans is entitled to refuse all additional services to the customer and to assert a claim for damages. In addition, Equans is also entitled to act pursuant to the general legal regulations of the Swiss Code of Obligations (OR).
- 7.4 All claims by Equans, including those for which instalment payments have been agreed, become due immediately if (a) the customer repeatedly does not comply with the payment terms or (b) at the request of InTec does not provide the necessary security to remove Equans justified doubts about its liquidity/ability to pay, e.g. for collections or other signs that the customer has payment difficulties.
The customer has the obligation to inform Equans if it can predict liquidity problems.
- 7.5 At the request of Equans the customer will assign to Equans its claims on final customers from the sale of the products delivered by Equans in place of payment (Art. 172 OR).
- 7.6 Cheques are only accepted by Equans for payment after prior special written agreement and under the conditions that all costs and fees are paid by the customer.

8 Offsetting/retention right

- 8.1 The customer is not entitled to offset any claims by Equans against counterclaims.
- 8.2 Any retention or return right by the customer to Equans items does not apply.
- 8.3 The customer is obliged to pay the invoice no matter whether the products can be supplied for sale on to a final customer, invoiced or collected.

9 Reservation of title

- 9.1 The products delivered by Equans remain the property of Equans - even in the customer's sphere of influence - until Equans receives full payment of the purchase price in line with the contract.

Equans is entitled to register reservation of title pursuant to Art. 715 CC (ZGB) up to this time in the reservation of title register at the customer's location.

The customer is obliged at the request of Equans to give his written agreement to the entry of the reservation of title for all the points that are important for the entry (cf. Art. 4 Para. 4 of the Federal Court's regulation).

- 9.2 If the purchase price has not been paid in full the customer is obliged to maintain the products delivered by Equans treat them carefully and insure them against the usual risks.

10 Warranty

- 10.1 The responsibility for selecting, configuring, deploying and using the products as well as the results achieved by them is with the customer or recipient of the products, i.e. the final customer. The customer is aware that Equans does not inspect products received from manufacturers and suppliers.
- 10.2 The warranty offered by Equans for the products it delivers is in all regards determined by the warranty provisions of the relevant manufacturer or supplier. Equans sole duty is in assigning all its own warranty claims against the manufacturer/supplier to the customer.
- 10.3 The customer recognises that because of the relevant applicable warranty terms, the warranty may be restricted at the choice of the manufacturer/supplier to subsequently improve or exchange the defective/faulty products and also only applies if the products remain in Switzerland or the Principality of Liechtenstein.

10.4 In addition, the customer acknowledges that in all cases a fault only exists if this is notified in detail and in writing to Equans immediately after discovery and includes a relevant, reproducible fault. Liability is in particular excluded for faults that are due to one of the following reasons:

- Improper maintenance
- Not complying with operating and installation regulations
- Improper use of the products
- Use of unapproved parts and accessories
- Natural wear
- Transport, improper handling or treatment
- Modifications or attempted repairs
- External influences, in particular force majeure (e.g. power supply or air conditioning failure, damage from elements) and other reasons for which neither Equans nor the manufacturer/supplier are responsible.

Warranty services not covered by the manufacturer/supplier and additional costs caused by the customer will be charged to the customer. If the error description is missing or incomplete the fault is located by Equans at the customer's expense.

10.5 In all cases, the customer will adhere to the processes defined by the relevant manufacturer/supplier when processing any warranty services.

11 Liability

11.1 Equans is liable for direct damage that Equans has culpably caused in the fulfilment of the contract up to a maximum amount in total of CHF 1,000,000.00 (one million Swiss francs). Any further liability for damage of any kind, irrespective of the legal grounds for this, is waived to the legally permissible extent, such as in particular the liability for indirect damage, consequential damage, unforeseeable damage and purely financial damage (e.g. shortfalls in turnover, loss of earnings, non-achievement of savings, recourse claims, etc.). The liability for personal injury remains unrestricted. The right of rescission is excluded in all cases.

12 Patents and other protective rights

12.1 If a third-party makes or asserts claims against the customer or its final customers as a result of the infringement of patents, copyrights or other commercial protective rights by the products supplied or operated by them, the customer will notify Equans of such infringement notifications or claims in writing and without delay. Equans will pass on such notifications without delay to the supplier or manufacturer and request them to rectify the situation. The customer waives all claims for warranties or liability against Equans.

13 Re-export

13.1 The products sold by Equans are subject to the relevant export conditions of the originating countries and Switzerland. The customer is obliged to obtain a special export licence from the responsible authority (currently the Department for Import and Export at the Federal Economic Department) before the products are re-exported. This obligation is transferred if the products are sold or otherwise transferred to the relevant purchaser with the obligation to bind future owners.

14 Software programs

14.1 The usage and warranty terms relating to software products, programs, manuals and other documents delivered by Equans depend on the special conditions of the relevant software manufacturer that are included in the software license contract between the software manufacturer and user/final customer.

14.2 The customer is obliged to transfer the obligations from the software manufacturer's usage and warranty terms if the software products are sold on or otherwise transferred to the owner with the obligation to bind future owners.

15 Data protection

15.1 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.

15.2 Purpose of data collection and processing: We collect and process personal data exclusively for the purposes stated in our data protection declaration on our website: <https://www.bouygues-es.ch/de/datenschutz/>. Personal data will not be used for other purposes unless the data subject has expressly consented or such processing is permitted by law.

15.3 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 act appropriately to protect the data.

15.4 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, if there are no legal obligations to retain it.

15.5 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.

15.6 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 privacy@equans.ch.

15.7 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 when 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.

16 Force Majeure

16.1 Cases of force majeure entitle Equans to postpone the provision of its services for as long as the event and the elimination of its direct consequences continue. Such delays do not entitle the customer to cancel or terminate the contract and do not give rise to any claim for damages. The term 'force majeure' includes all circumstances for which neither Equans nor the customer is responsible and which make it impossible or significantly more difficult for Equans to provide the delivery or service, such as strikes, lockouts, acts of terrorism, unrest, natural disasters, import or export bans, energy or raw material shortages, epidemics and pandemics (including new COVID-19 waves), accidents, illness, war or significant operational disruptions. The costs of acceleration measures shall be borne by the customer.

16.2 If the effects of the force majeure event last longer than two months, this contract may be terminated by either party. Equans shall be reimbursed in full for services already rendered.

17 Hardship clause

17.1 If significant economic disruption occurs during the execution of the contract, so that the balance of the contract is fundamentally altered and/or Equans is exposed to excessive burden, the parties shall negotiate an appropriate adjustment of the contract price. In this case, an increase in Equans' costs by more than 5% shall be deemed to be a significant economic disruption if this increase in costs cannot be offset by ordinary inflation.

18 Ethics

18.1 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://www.equans.com/about-us/ethics-compliance>.

18.2 As part of the performance of the contract, the parties shall comply with the same standards on their own behalf and on behalf of their contractors.

18.3 Each party reserves the right to require the other party to provide evidence of the commitments made in this clause.

18.4 Any failure to comply with the obligations contained in this clause shall constitute non-compliance, which entitles the immediate suspension and/or termination of this contract by the compliant party, at the expense of the non-compliant party.

19 Transfer

The customer may only transfer the rights and/or duties from individual contracts (deliveries, services) with the prior written approval of Equans.

20 Court of jurisdiction and applicable law

The sole place of jurisdiction is the registered office of Equans. However, Equans is also entitled to take legal action against the customer at the place where he has his registered office.

The legal relationship shall be exclusively governed by material Swiss law. The provisions of "the Vienna purchasing law" (CISG) and the conflict of law rules of the Swiss Federal Act on International Private Law are expressly excluded.

Zurich, 1 July 2024

Equans Switzerland AG, Division ICT Services