

1. Conditions for all services

1.1.1. Validity of the GTC

These GTC apply to all services provided by Equans Switzerland Facility Management AG (hereinafter "Equans"), irrespective of the legal nature of the corresponding contract. Terms and conditions of the buyer, customer or client are excluded. Amendments and supplements to the GTC must be made in writing. Should individually provisions of the GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of an invalid provision, a provision shall apply that corresponds as closely as possible to the invalid provision and is compatible with the economic sense and purpose of the contract.

1.2. Orders and contractual gaps

Equans can invoice customer orders with imprecise delivery quantities or imprecise requirements or in the case of repeat orders, order changes or changed circumstances at the quoted price or at cost (cost price or unit price).

The individual contract shall take precedence. Gaps in the contract shall be closed primarily by these GTC, secondarily by the law (Code of Obligations) and tertiary by such provisions that best correspond to the economic sense and purpose of the contract and the balance of the agreed rights and obligations of the contracting parties.

1.3. Payment terms and overdue payment

The payment period is 30 days from the invoice date. Bills of exchange, WIR and foreign currencies are not accepted as means of payment. Unauthorised cash discounts will be charged subsequently. The customer waives the right to offset counterclaims against Equans' claims. In the case of contract prices more than CHF 50,000, Equans may at any time invoice instalments to the extent of partial deliveries, work performed, or third-party costs incurred.

In the event of overdue payment, the client must pay default interest of 8% p.a. from the 31st day, even without a reminder from Equans, plus CHF 50 per reminder. The debtor must bear all damages caused by the delay. A delay in payment entitles Equans to withhold its services.

All prices are net prices plus VAT, which is invoiced at the applicable tax rate and shown openly.

1.4. Dates

A delivery or order date is only deemed to be a fixed date if it has been explicitly designated as such. The Buyer shall inform Equans in advance of the relevant statutory, official and special conditions (technical, local, property) relating to the order. If the necessary prerequisites and preparatory work for fulfilment are not provided by the buyer, customer or client, Equans is released to the corresponding extent from compliance with the deadlines set. In the event of overdue payment, Equans may suspend performance at any time. Additional deadlines must be agreed between the parties or set by the court.

1.5. Force majeure

Cases of force majeure authorise 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, riots, natural disasters, import and export bans, energy and raw material shortages, epidemics and pandemics (including new Covid waves), accidents, illness, war, significant operational disruptions. The costs for acceleration measures shall be borne by the customer.

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.

1.6. Liability

Equans is liable, in accordance with the Swiss Code of Obligations, for the faithful and diligent performance of the tasks assigned to it. Equans is liable to the buyer, client or customer for intentional, grossly negligent and wilful damage, but not for slight negligence. The direct liability of all Equans personnel towards the buyer, customer or client is excluded. In the case of multi-year contracts, liability is limited to the annual turnover (excluding VAT) of the contract in relation to the property concerned, in any case to a maximum of CHF 1 million. In the case of one-off services or projects lasting less than one year, liability is limited to a maximum of 10% of the fee volume. Under no circumstances shall Equans be liable for financial loss, loss of profit, loss of savings, loss arising from third-party claims against the client or customer and other direct or indirect consequential loss. Equans is also not liable for damages resulting from the unlawful or non-contractual use of its services. All operator responsibility remains with the client. Equans is also not liable for the consequences of construction and property defects or lack of maintenance and neglected investments by the client.

1.7. Non-solicitation clause

The client refrains from poaching employees from Equans, either for itself or for third parties. If employees are employed directly or indirectly by the contractual partner during or within one year after termination of the contract, a severance payment of CHF 50,000 per employee is due to Equans.

1.8. Hardship Clause

If a significant economic disruption occurs during the performance of the contract, such that the balance of the contract is fundamentally altered and/or Equans is excessively burdened, 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, unless this increase in costs can be offset by ordinary inflation.

1.9. 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.

Personal data is collected and processed by us exclusively for the purposes stated in this data protection clause.

Purpose of data collection and processing: The collection and processing of personal data takes place exclusively for the purposes stated in our privacy policy on our homepage; <https://www.bouygues-es.ch/de/datenschutz/>.

Personal data will not be used for other purposes unless the data subject has expressly consented, or the 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 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.

Right of access and rectification: The data subject has the right to obtain information about the personal data stored concerning him/her.

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.

Data security: We take appropriate technical and organisational measures to ensure the security of personal data and to protect it from unauthorised access, loss or misuse.

Despite all precautions, a residual risk to data security cannot be ruled out. The data subject is aware of these risks and accepts them when using our services.

Contact address for data protection enquiries: For questions about data protection and the exercise of data protection rights, the data subject can contact our data protection officer at the e-mail address privacy@equans.ch.

Changes to the data protection clause: We reserve the right to amend or update this privacy policy at any time. The currently valid version is available on our website and comes into force upon publication.

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.

1.10. Ethics

Both parties are committed to maintaining the highest ethical standards in all 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>.

As part of the fulfilment of the contract, the parties shall comply with the same standards in their own name and in the name and for the account of their contractors.

Each party reserves the right to require the other party to provide evidence of the obligations undertaken in this clause.

Any failure to comply with the obligations contained in this clause shall constitute a default which shall entitle the non-defaulting party to suspend and/or terminate this Agreement forthwith, at the defaulting party's cost and expense.

2. Delivery terms

2.1. Delivery

Delivery shall be to the customer's location. However, transport and dispatch shall be at the expense and risk of the customer.

2.2. Default of acceptance

If the buyer or customer is in default with the acceptance of goods or works, these shall be stored at his expense or freely sold. The non-acceptance of goods or works shall not cause the payment deadline to be postponed.

2.3. Retention of title

Goods and works remain the property of Equans until full payment has been made. It may inform third parties accordingly or register the retention of title in the relevant register at any time. Equans expressly reserves the right to remove and take back the goods, which the customer recognises.

2.4. Acceptance, inspection and guarantee

The handover of the delivery or provision at the place of delivery as well as commissioning corresponds to acceptance, which must be acknowledged by the customer. The parties may draw up an acceptance report. The buyer or customer must inspect the delivered goods and works for function and defects immediately upon receipt at his own expense. If a defect is found, it must notify Equans in writing within 14 days of delivery. In the event of late notification, the buyer's or customer's rights in respect of defects shall lapse. If the delivered goods or works prove to be defective, Equans may, at its discretion, remedy the defects (repair) or deliver defect-free goods or works in exchange or declare a price reduction.

The buyer and ordering party waive the right to carry out a replacement prior to two written warnings with a reasonable grace period and failure to rectify the defect. The guarantee shall be forfeited if the customer or third parties carry out modifications, further processing or repairs to the delivery if the delivery is used for purposes other than those for which it was intended or if a notification of defects is made late.

3. Conditions for services

3.1. Personnel, machinery and equipment

Equans shall deploy the required number of adequately trained and qualified employees or third parties for the agreed services. The client or customer is not authorised to issue direct instructions to third party service providers, or the personnel deployed. If services are provided on the premises of the contractual partner, the latter undertakes to ensure that the appropriate infrastructure, including water, electricity, space and access, is provided free of charge and in sufficient quantities.

3.2. Ownership, confidentiality

The information, data and intellectual works such as documents, projects, drawings, concepts, programmes, etc. provided by Equans to the client or customer remain the property of Equans. They may not be made accessible to unauthorised third parties, in particular competitors. All information, data and intellectual works that have been provided to the client or customer in connection with a contract or that have been newly created or produced will be handed over to Equans immediately and in full on data carriers customary in the industry free of charge upon first request. The parties undertake to maintain confidentiality about prices during and beyond the term of the contract.

3.3. Default of acceptance

The client or customer is liable to Equans for any damage it causes Equans by not providing its own contractually agreed services on time as a prerequisite for the provision of a service by Equans or if it does not grant Equans the access necessary for the provision of a service.

3.4. Execution

If a service proves to be defective, the client or customer must notify Equans immediately in writing. Any claims arising from defective services must be made in writing within 30 days of the complaint.

3.5. Additional conditions for recurring services

3.5.1. Price clause

The prices quoted by Equans at the time the contract is concluded shall apply. Equans has the right to adjust the prices at any time to the development of the nominal wage index (economic sector: sector 3, services www.bfs.admin.ch) and/or to the binding provisions and minimum wages of the applicable collective labour agreement.

3.5.2. Notice period

Recurring services are subject to contract law. Both parties may terminate the contract at any time by giving six months' notice to the end of each month.

3.6. Place of jurisdiction and applicable law

The place of jurisdiction is Zurich, Switzerland. Swiss substantive law shall apply exclusively but excluding of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention).

Zurich, 15. June 2024

Equans Switzerland Facility Management AG