



General Terms and Conditions of Purchase

Art. 1 - Scope of Application

- 1 These general terms and conditions of purchase apply to any orders (deliveries and services) that companies in the Implenia Group (Implenia) place with suppliers, service providers and other third-party companies (business partners).

Art. 2 - Quotation from the Business Partner

- 1 The business partner shall be obliged to carry out all the relevant checks before submitting a quotation. In no case can it plead a defect, an omission in the description of the services or insufficient explanations.
- 2 Implenia must receive the business partner's quotation within the period specified in the invitation to tender / request for quotation.
- 3 By submitting a quotation, the business partner confirms that it has received all documents and information required to prepare the quotation.
- 4 If the business partner believes that it will only be able to perform the contract if certain object specific requirements are met, the relevant criteria must be explicitly stated when the quotation is submitted.
- 5 The business partner shall be bound to its offer for six months, as calculated from the day on which the quotation is submitted, and for six months from the final negotiation.

Art. 3 - Order Confirmation, General Terms and Conditions of the Business Partner

- 1 Acceptance of the order shall be confirmed to Implenia without delay.
- 2 If the order confirmation differs from the order, the business partner must clearly indicate the difference in the order confirmation. Implenia shall only be bound by such a deviation if Implenia explicitly agrees to it in writing. If a delivery or service is accepted without reservation, this shall not constitute such an agreement.
- 3 Any general terms and conditions of the business partner shall not apply, unless they are acknowledged by Implenia in writing. Even if Implenia makes reference to the business partner's quotation documents in its offer, this shall not mean that it acknowledges its general terms or conditions or any other commercial conditions of the business partner.

Art. 4 - Deliveries

- 1 Unless otherwise agreed, all deliveries must be free unloaded at the shipping address. This shall be the place of performance.
- 2 A delivery note must be enclosed with each delivery, specifying the order and project number/cost centre of the business partner, as well as a description of the delivery content (type and quantity).
- 3 The business partner must check the quality of the delivery and provide Implenia with appropriate evidence of the quality control at the latest with the delivery. Implenia shall be entitled to monitor the business partner's quality control after giving notice. For this purpose, the business partner must grant Implenia access to its production, assembly and storage facilities during its normal business hours.
- 4 The business partner must take back transport packaging and materials immediately after delivery. If the business partner fails to meet this obligation, Implenia shall be entitled to dispose of such packaging and materials at the business partner's expense.
- 5 When carrying out all deliveries and services, the business partner must comply with the applicable requirements of national and international export, customs and foreign trade legislation and obtain the necessary export permits, unless the applicable legislation states that Implenia or a third party is obliged to apply for such export permits and not the business partner.
- 6 Technical descriptions and instructions for use in German, French and Italian must be enclosed with equipment free of charge. The CE marking for the CE declaration of conformity shall be fitted according to the regulations.

- 7 In the case of software products, the delivery obligation shall only be deemed to have been fulfilled when the complete technical (user) documentation is handed over. Any programmes created specifically for Implenia must be delivered together with the source code. The copyright and distribution rights shall be owned by Implenia.

Art. 5 - Delivery Times and Delivery Deadlines, Delays

- 1 The delivery times and/or delivery deadlines specified in orders shall be binding. The delivery time or delivery deadline shall be deemed to have been met based on the time at which non-defective goods are received at the place of performance (see Art. 4) or, if the law on work contracts applies, the time at which a formal acceptance procedure is conducted.
- 2 If the business partner is unable to adhere to an agreed delivery time or delivery date due to any particular circumstances, the business partner must inform Implenia as soon as it becomes aware of this, stating the reasons and the expected ramifications. However, this notification shall not release the business partner from its obligations.
- 3 Implenia shall be entitled to charge a penalty amounting to 0.1% of the total order value for each full or partial calendar day of delay in the deliveries or services - up to a maximum of 10% of the total order value - regardless of whether the business partner is at fault and regardless of whether damage is proven to have actually been incurred. Implenia reserves the right to claim compensation for damages in excess of the penalty. In the event of a delivery delay, Implenia shall be entitled to withdraw from the contract after setting a reasonable grace period. This shall apply even if Implenia has previously accepted a delayed partial delivery without reservation. If a transaction for delivery at a fixed date has been agreed, the requirement of setting a grace period shall not apply.
- 4 If it is foreseeable within the delivery period that the business partner will not be able to properly perform its deliveries or services by the contractually agreed date, Implenia shall be entitled to take all measures to avert an imminent delay at the business partner's expense and risk in order to avert any impending delay.
- 5 Any early deliveries, any deliveries outside of the incoming goods hours specified by Implenia, and any partial or excess deliveries must be approved in writing beforehand.
- 6 Unless otherwise explicitly agreed, any additional expenses incurred for partial deliveries shall be included in the agreed remuneration.

Art. 6 - Transfer of Risk, Ownership, Acceptance

- 1 In the case of deliveries involving installation or assembly, and in the case of services, the risk shall be transferred to Implenia when the goods and/or services are formally accepted; in the case of deliveries without installation or assembly, the risk shall be transferred to Implenia when the goods are received at the shipping address specified by Implenia (i.e. at the place of performance pursuant to Art. 4).
- 2 Ownership of the service or delivery shall be transferred to Implenia when it is provided. There shall be no retention of title in any form whatsoever.

Art. 7 - Prices

- 1 The prices specified in the order shall be fixed prices. In particular, the price shall include the costs of freight, packaging and material testing procedures. Any claims based on additional deliveries and/or services may only be asserted if the additional deliveries and/or services have been agreed upon and commissioned in writing between the parties in advance. Otherwise, no additional claims may be asserted beyond the prices specified in the order.
- 2 Unless previously agreed in writing, no remuneration shall be paid for any other expenses, in particular for any quotations or presentations.

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Art. 8 - Invoicing, Terms of Payment

- 1 All invoices must be issued immediately after the goods have been shipped; the order and project number/cost centre must be indicated in each invoice. If any goods are delivered to construction sites, the invoices for each construction site must be prepared separately. The value added tax must be indicated separately.
- 2 All payments shall be made subject to the following:
 - a) proper delivery and correct pricing and calculations; and
 - b) further terms and conditions contained in any framework agreements.
- 3 If there is a defect covered by the warranty, Implenla shall be entitled to withhold payment in the amount of three times the costs required to remedy the defect.
- 4 Once the delivery/service has been provided and once all contractually required documents and a verifiable invoice has been received, Implenla shall make the payment owed within 60 calendar days of receiving the invoice, unless otherwise agreed. If the invoice is rejected for whatever reason, the relevant payment deadlines shall only begin when a corrected invoice has been received from the business partner.
- 5 Payments as well as use/commissioning do not imply recognition of the deliveries and services as being in accordance with the contract.

Art. 9 - Warranty and Liability

- 1 With regard to warranty and liability, the relevant provisions of SIA Standard 118 ("General Conditions for Construction Work", current edition), i.e. Articles 165 to 180, Chapter 6 of which is hereby declared applicable, shall always apply unless explicitly stated below.
- 2 The business partner must provide the objects free of material defects and defects in title. The business partner shall guarantee that all deliveries and services are provided in line with the state of the art and the relevant legal provisions and the regulations and guidelines of authorities and professional associations applicable at the time the deliveries and services are provided. The business partner must immediately inform Implenla in writing of any upcoming changes to standards or other regulations that may come to its attention.
- 3 If a delivery is defective, Implenla may choose, at its discretion, to demand the business partner to rectify the defect or deliver a replacement (this constitutes a partial derogation from Art. 169 (1) of SIA Standard 118). In such cases, the business partner shall be obliged to bear all expenses required to rectify the defect or deliver a replacement. Implenla explicitly reserves the right to claim damages, especially instead of receiving the delivery or service.
- 4 The business partner shall indemnify Implenla at first request against any claims that third parties may assert against Implenla - for whatever legal reason - due to a material defect or a defect in title or based on any other defects in a product supplied by the business partner, and the business partner shall reimburse Implenla for the costs required for any legal action to be taken in this regard.
- 5 The business partner shall assign any warranty claims held against its subcontractors to Implenla. Implenla shall accept the assignment. However, the business partner shall be obliged to exercise the warranty rights for Implenla until this authorisation is revoked by Implenla.

Art. 10 - Third-Party Rights

The business partner hereby assures that the rights of third parties shall not conflict with the intended use of the goods and services; in particular, the business partner assures that no intellectual property rights of third parties shall be violated. If any claims are asserted against Implenla due to the possible infringement of intellectual property rights of third parties (e.g. copyrights, patents or other property rights), the business partner shall indemnify Implenla against such claims and any related obligations.

Art. 11 - Termination of Contract for Good Cause

- 1 Implenla shall be entitled to terminate the contract for good cause at any time.
- 2 Good causes are in particular:
 - a delivery delay (see Art. 5);
 - failure to provide essential parts of the services or deliveries according to the contract or repeatedly failure to perform contractual obligations in a serious manner;
 - if the business partner breaches an essential provision of the contract or these general terms and conditions of purchase;
 - if the business partner is no longer able to properly meet its financial obligations; or
 - if the business partner files an application for bankruptcy or moratorium proceedings with the court, or if bankruptcy or moratorium proceedings are opened against the business partner.
- 3 If Implenla terminates the contract for good causes, the business partner shall not be entitled to any compensation for services or deliveries that are yet to be provided, nor to any form of indemnification.

Art. 12 - Confidentiality, Advertising

- 1 The business partner shall be obliged to maintain secrecy with regard to any illustrations, drawings, calculations or other documents and information it receives in relation to the order and its execution. Any such documents and information may only be disclosed to third parties with the prior written consent of Implenla, unless the business partner is obliged to disclose such documents and information by law or official regulations. This confidentiality obligation shall also extend to any personal data. The confidentiality obligation shall continue to apply after the contract has been performed or after it has failed; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents has become known to the public. The relevant obligations must also be imposed on any suppliers.
- 2 The parties undertake to treat as business secrets all commercial or technical details which are not in the public domain, and which become known to them through the business relationship. Subsuppliers shall be bound accordingly.
- 3 The business partner may only refer to its business relationship with Implenla in its advertising and similar materials with the prior written consent of Implenla.

Art. 13 - Prohibition on the Offsetting and Assignment of Claims

- 1 Any assignment, pledging or set-off of claims of the business partner against Implenla shall be inadmissible.

Art. 14 - Working Conditions

- 1 For the entire duration of the contract, the business partner undertakes to observe the working conditions applicable at the place of manufacture and the place of performance pursuant to Art. 4, to adhere to the collective bargaining agreements in place between the trade unions and associations, to provide the relevant social benefits, to comply with the occupational safety regulations and to take care of all the necessary administrative formalities. At Implenla's request, the business partner shall submit a certificate stating that it is not in arrears with the payment of contributions to its compensation fund (e.g. AHV, IV, SUVA), family allowances and company pension schemes. As long as this confirmation is outstanding, Implenla shall be entitled to withhold payments to a reasonable extent.

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- 2 If the business partner uses any subcontractors, subaccordants or sub-suppliers in connection with orders placed by Implenia, the business partner shall contractually oblige them to comply with the working and wage conditions mentioned in paragraph 1. This obligation shall also apply in particular to any subcontractors, subaccordants or sub-suppliers with residence or registered office outside of Switzerland. At Implenia's request, the business partner shall provide evidence that it is not in arrears with any payments to its suppliers and subcontractors. If this evidence cannot be provided, Implenia shall be entitled to withhold payments to a reasonable extent.

Art. 15 - Compliance with the Swiss Act on Unreported Employment

- 1 The business partner undertakes to comply with the provisions of the Federal Act on Measures to Combat Unreported Employment (BGSA) and the relevant implementing provisions. The business partner hereby assures that it shall comply with all the relevant reporting and approval requirements under social security law, withholding tax law and legislation on foreigners.
- 2 If Implenia suffers any damage due to the fact that the business partner breaches the provisions of the BGSA or its implementing decrees, the business partner must fully indemnify Implenia.

Art. 16 - Code of Conduct for External Business Partners

- 1 The business partner shall be obliged to comply with provisions of the "Implenia Code of Conduct for External Business Partners" (<https://implenia.com/code-of-conduct/>), regardless of whether these are expectations or obligations of the business partner.

Art. 17 - Compliance with the Swiss Cartel Act and Anti-Corruption Measures

- 1 The business partner undertakes to comply with the provisions of the Federal Act on Cartels and Other Restraints of Competition (CartA) and the relevant implementing provisions.
- 2 Furthermore, the business partner undertakes to refrain from bribing any public officials or any employees, shareholders, agents or other auxiliaries of Implenia or another company and to refrain from accepting bribes from such persons.
- 3 The business partner shall fully indemnify Implenia in the event of a breach of the CartA or the prohibition on bribery. Damages include in particular, but are not limited to, a reduction in assets, loss of profit, indirect and consequential damages, etc..

Art. 18 - Applicable Law and Place of Jurisdiction

- 1 Any disputes arising in connection with the conclusion, interpretation and performance of contracts shall be subject to the exclusive jurisdiction of the courts of Zurich. Implenia shall be free to appeal to the ordinary courts at the registered office or place of residence of the business partner instead.
- 2 These general terms and conditions of purchase - and any contracts to which these general terms and conditions of purchase apply - shall be governed exclusively by Swiss law. The provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 / 1 March 1999) are explicitly waived.

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