

General Terms and Conditions – Procurement

1. Scope

- 1.1 The following terms and conditions of procurement apply exclusively to all purchases of goods or services by EnergieLink. These terms and conditions in their entirety are a part of every contract.
- 1.2 Differing terms and conditions (including but not limited to suppliers' terms and conditions of delivery or specific agreements) will only be considered binding if EnergieLink has explicitly agreed to them in writing.
- 1.3 EnergieLink's silence with respect to differing terms and conditions does not constitute tacit recognition or agreement, including for future contracts. These present terms and conditions of procurement also apply in place of any of the customer's general terms and conditions (such as terms and conditions of sale or procurement) in the event that such general terms and conditions stipulate that acceptance of the order constitutes unconditional recognition of said general terms and conditions.
- 1.4 The relevant version of the terms and conditions of procurement also applies as a master agreement for future contracts governing the procurement and/or delivery of goods with the same customer without EnergieLink having to make reference to them in each individual case.

2. Contract conclusion, contract contents

- 2.1 The contract is not drawn up until a written order/confirmation has been issued. Any assurances, ancillary agreements or over-deliveries that are not explicitly referred to in the order confirmation will be deemed to have not been agreed. Any amendments to the order or the contract must be made in writing.
- 2.2 Orders placed verbally or by telephone must be confirmed in writing. Differing or additional terms and conditions will only apply if they have been explicitly agreed to in writing.
- 2.3 Without our explicit written agreement, we are not liable for any compensation for the drafting of quotes or the delivery of design documents, templates, or equipment.
- 2.4 EnergieLink may demand changes to deliveries and services provided their overall character remains unchanged and the change is reasonably acceptable for the suppliers. The increase or reduction in costs in this regard and the necessary amendments to delivery lead times must be explicitly agreed to in writing.
- 2.5 Reasonably acceptable changes include, but are not limited to, technical alterations, improvements in accordance with the latest scientific knowledge and technology, and improvements to the design and choice of materials.

3. Prices, invoicing, payment

- 3.1 The prices stated in the order are binding, and only apply to orders for the entire scope of delivery. All costs and fees must be disclosed. The agreed-upon prices are fixed and cover all services and any fees, including all incidental costs for packaging, transportation, transport insurance, customs duties etc.
- 3.2 No separate compensation will be paid for the creation of drawings, templates etc., by suppliers.
- 3.3 The supplier may only charge for partial deliveries separately if said partial deliveries were also agreed upon in writing. Otherwise, an invoice for the deliverable will be issued once all parts have been delivered in full.
- 3.4 Payments on account are to be listed separately in the final invoice.
- 3.5 EnergieLink reserves the right to adjust the prices in the event of any significant changes to the scope of delivery or services, the underlying conditions, or the execution. Waiting times that arise through no fault on the part of EnergieLink are to be charged separately.
- 3.6 Price changes must be explicitly agreed to in writing in order to be valid.
- 3.7 Payments must be made net on the basis of the agreed-upon payment deadline, within 60 days of receiving the invoice.
- 3.8 The documents required to trigger a payment must be sent by e-mail directly to the client's accounting department. The e-mail address is: **buchhaltung@energielink.ch**.

4. Delivery, risk

- 4.1 The supplier may only deliver partial scopes if this has been explicitly agreed upon between the parties in writing.
- 4.2 Unless otherwise agreed, delivery must be made on a "delivered duty paid" basis, including packaging, to the address specified in the order. The supplier must take out sufficient insurance to cover the deliverable for damage incurred during transportation.
- 4.3 A detailed delivery note stating the order and item numbers, the number of items, the origin of the goods, and the customs number must be included with every delivery. Advance, partial and outstanding deliveries must be explicitly labelled as such.
- 4.4 If EnergieLink assumes the costs of delivery on the basis of an explicit written agreement, the supplier is obligated to hire the haulier specified by EnergieLink. If no haulier is specified, the consignment must be sent by the most affordable means that is appropriate for the deliverable in question.
- 4.5 The nature and manner of packaging must be agreed with EnergieLink in writing. In the absence of an agreement, the most secure type of packaging must be used.
- 4.6 An extended or more comprehensive reservation of title on the part of the supplier must be explicitly agreed upon separately in order to be valid.

5. Delivery deadlines, default on delivery, contractual penalty

- 5.1 The delivery deadlines and lead times specified in the order are binding. Compliance with a delivery deadline or lead time will be determined on the basis of when the goods are received or the service is provided at the delivery address agreed upon or specified by

EnergieLink (place of fulfilment). Delivery lead times are to commence on the day when the supplier receives the order.

- 5.2 The supplier must notify EnergieLink as early as possible that the goods have been dispatched or that the service has been provided.
- 5.3 The supplier will be in default as soon as it misses an agreed-upon delivery deadline, without the need for a separate reminder.
- 5.4 Once a suitable grace period granted by EnergieLink for the provision of the service has passed without success, EnergieLink may withdraw from the contract and also demand compensation for damages in lieu of performance. It is not necessary for a deadline to be set if EnergieLink no longer has any interest in performance as a result of the delay, or if circumstances apply that make it unreasonable to expect EnergieLink to wait. Said withdrawal can also be limited to those parts of the deliverable scope that have not yet been provided.
- 5.5 In the event of default, the supplier bears full responsibility for any damages resulting from the delay, including but not limited to additional costs incurred by third parties in connection with replacement deliveries.
- 5.6 In the event of default on delivery, the supplier is liable to pay a contractual penalty amounting to 0.3% of the contract value up to a maximum of 5% of the order value. This does not affect any claims to compensation for damages due to default of delivery or any other claims.

6. Warranty

- 6.1 The supplier guarantees the impeccable quality of the goods, including their suitability for the intended use and their compliance with the safety regulations and standards that apply at the place of fulfilment.
- 6.2 The supplier guarantees the use of proper packaging, as well as compliance with any regulations pertaining to transportation.
- 6.3 The supplier guarantees that the delivery and use of the ordered goods do not violate any rights in rem or any other rights of third parties, including intellectual property rights.
- 6.4 The warranty obligation applies for at least 24 months. The warranty period commences upon receipt of the (final partial) delivery at the place of fulfilment and is renewed whenever a replacement part is supplied or maintenance work is carried out. The warranty period also applies to all forms of direct and indirect consequential damages.
- 6.5 In the event of hidden defects, the warranty period commences when the defect is first identified.
- 6.6 The supplier must ensure that replacement parts are supplied and maintenance work is carried out for appropriate prices for a period of five years following the (most recent partial) delivery of goods.

7. Liability under warranty for damages

- 7.1 The supplier is liable for damages resulting from material defects or defects of title, including direct and indirect consequential damages. In addition to compensation for damages, the following options are available:

- Abatement, revocation, withdrawal or partial withdrawal;
- Replacement delivery at the place of fulfilment;
- Return of the goods;
- Rectification by the supplier, or by EnergieLink or a third party at the supplier's expense.

- 7.2 The supplier is liable for damages incurred during transportation as a result of inadequate packaging, even if EnergieLink handles or organises the transportation. The supplier must draw attention to the need to exercise particular care when removing packaging, etc., at a suitable location.
- 7.3 The supplier is obligated to assist EnergieLink in its defence against claims asserted by third parties, including sub-suppliers and subcontractors, relating to the products it delivers and/or services it provides, at its own expense. Should EnergieLink be held responsible to third parties under any legal title, the supplier must indemnify EnergieLink in full. Proof of culpability is not required.
- 7.4 The supplier is also liable for sub-suppliers approved by EnergieLink, as well as for itself. The supplier does not have any rights of exculpation in this regard.

8. Force majeure

- 8.1 The supplier or service provider will not be released from its contractual obligations as the result of force majeure (e.g., natural catastrophes, armed conflict, political unrest, strikes etc.). Within reason, both parties must provide each other with the necessary information in this regard without delay and adapt their obligations to the changed circumstances.
- 8.2 EnergieLink is exempt from the obligation to take receipt of ordered deliveries and/or services and entitled to withdraw from the contract in this respect if the delay caused by force majeure renders performance unreasonable or useless.
- 8.3 Interruptions in production that can be attributed to wear and tear, defects or any other outages of machinery or equipment are not to be considered cases of force majeure.

9. Assignment, offsetting

- 9.1 The supplier may not assign its claims to EnergieLink or have them collected by third parties without prior written consent, which is not to be unreasonably withheld.
- 9.2 EnergieLink may withhold payments or declare offsetting due to counterclaims.

10. Rights of ownership, copyright, industrial property rights

- 10.1 The templates, diagrams, plans, drawings, calculations, instructions, product descriptions and other documents provided by EnergieLink for the preparation of the delivery are to remain the property of EnergieLink and must be returned upon the handover of the delivery.
- 10.2 Said documents are to be used exclusively in connection with the contractually agreed-upon service and must be returned to EnergieLink once the order has been completed. The supplier may not use them for its own purposes nor make them accessible to third parties.
- 10.3 The supplier may only take photographs with EnergieLink's written consent. Publications of any kind are prohibited.

- 10.4 The supplier guarantees that all deliveries are free of third-party industrial property rights. It must take all precautions to ensure that the delivery and the use of the deliverables do not violate any patents, licences or other third-party industrial property rights.
- 10.5 The supplier undertakes to hold EnergieLink harmless against corresponding third-party claims.
- 10.6 EnergieLink may acquire industrial property rights or the use thereof from the relevant authorised third parties at the supplier's expense.

11. Subcontracting, confidentiality

- 11.1 All facts that are not common knowledge and that the parties learn from one another in the course of their business relationship must be treated as confidential and may not be made accessible to third parties without the other party's written consent.
- 11.2 Orders or parts thereof may only be subcontracted with explicit consent in writing.
- 11.3 Confidentiality must be maintained with respect to orders and their associated tasks and deliveries.
- 11.4 The supplier must ensure that its sub-suppliers maintain confidentiality.

12. Place of fulfilment

- 12.1 The place of fulfilment is the location that the goods are to be delivered to as specified in EnergieLink's order.
- 12.2 The benefits and risks are to be transferred following delivery to the place of fulfilment even if the transportation is handled or organised by EnergieLink.

13. Final provisions

- 13.1 Amendments to this contract must always be made in writing. This also applies to a waiver of this written form clause. Verbal ancillary agreements will not be considered valid.
- 13.2 If an individual provision of this contract or an annex is or becomes invalid or unenforceable, the validity of the other provisions remains unaffected. The contracting parties must replace the invalid provisions with valid provisions that come as close as possible to the intended purpose of the invalid provisions. The same applies to gaps in the contract.
- 13.3 This contract is subject to Swiss law. The provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980) are explicitly excluded.
- 13.4 The place of jurisdiction is the registered office of EnergieLink. However, EnergieLink may also bring an action against the supplier at the supplier's registered office.