

General Terms and Conditions – Services and Work Contracts

1. Scope

- 1.1 The following general terms and conditions apply exclusively to all contracts concerning services and work to be performed (including advice, planning, maintenance work, remodelling work etc.). These terms and conditions in their entirety are a part of every contract.
- 1.2 Differing terms and conditions (including but not limited to 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 general terms and conditions 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 general terms and conditions also applies as a master agreement for future contracts for services and/or work contracts with the same customer without EnergieLink having to make reference to them in each individual case.

2. Quote

- 2.1 The quote (including a demonstration and/or presentation) is to be provided free of charge unless otherwise stated in the request for a quote.
- 2.2 The service provider must submit a quote on the basis of the request for a quote. If the quote deviates from the request for a quote or from these general terms and conditions, the service provider must explicitly state as much.
- 2.3 Furthermore, if the industrial property rights of third parties will recognisably impact the use of the goods and services provided by EnergieLink, the service provider must explicitly state as much.
- 2.4 EnergieLink will not confirm delivery dates, the start of assembly, or execution times until technical matters have been resolved and internal approval has been given.
- 2.5 The quote is binding for the period specified in the request for a quote. If no period is specified, a deadline of 30 days from the receipt of the quote applies.

3. Contract conclusion, contract contents

- 3.1 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.
- 3.2 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.

- 3.3 Without our explicit written agreement, EnergieLink is not liable for any compensation for the drafting of quotes or the delivery of design documents, templates, or equipment.
- 3.4 EnergieLink may demand changes to deliveries and services provided their overall character remains unchanged and the change is reasonably acceptable for the service provider. The increase or reduction in costs in this regard and the necessary amendments must be explicitly agreed to in writing.
- 3.5 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.

4. Design

- 4.1 As a specialist, the service provider undertakes to fulfil the contract in a way that is careful, faithful and competent. The service provider guarantees that all services rendered comply with the contractual provisions and specifications, as well as statutory requirements.
- 4.2 The service provider must regularly inform EnergieLink about the progress of the work and report in writing without delay on all circumstances that impact or jeopardise contractual fulfilment. EnergieLink may also visit the service provider on site in order to gain an impression of the progress of the work and to obtain information. The service provider must grant EnergieLink access to the production sites, particularly during work hours, subject to prior consultation.
- 4.3 EnergieLink has a right to monitor and receive information regarding all aspects of the order.
- 4.4 The service provider also offers assurance that its service will be provided safely and in accordance with regulations, in a way that is appropriate to the intended use and cost-effective. The services must be planned and implemented in accordance with established principles, using the latest technology and the most suitable, high-quality materials.
- 4.5 All services and deliveries must comply with the applicable laws, directives, regulations and implementation rules, as well as the pertinent EU standards.
- 4.6 Without written power of attorney, the service provider is not authorised to represent EnergieLink, and it may not represent EnergieLink with respect to third parties.

5. Services to be provided by the customer at the place of fulfilment

- 5.1 The layout of the locations must comply with statutory provisions, and the system parts that are to be worked on must have been approved.
- 5.2 The customer must ensure safety at the workplace in accordance with statutory provisions.
- 5.3 Forklift trucks, a crane for unloading and transportation, the necessary scaffolding, materials for insulation work, and resources such as water, grease, oil, welding gases, air, and electricity are to be provided free of charge.
- 5.4 The workshop must also be made available for shared use under the supervision of the workshop manager.
- 5.5 The on-site conditions for assembly must be met, including the disassembly and reassembly of interfering edges.
- 5.6 Lockable changing rooms and break rooms are also part of the agreement.

- 5.7 Materials and services that are not explicitly regulated in the quote are to be provided by the customer.

6. Compensation

- 6.1 The service provider is to provide the services at fixed prices, or charge on the basis of actual workload/expenditure with a maximum limit on compensation (e.g. a cap on costs). In its quote, the service provider must specify the different types of costs and cost rates.
- 6.2 The compensation covers all services relating to the entire scope of performance that are required for the proper fulfilment of the contract. The compensation also covers out-of-pocket expenses, the transfer of rights, applications for the necessary permits, all costs for documentation and materials, packaging, transportation, insurance and unloading costs, and all public levies.
- 6.3 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.
- 6.4 Waiting times that arise through no fault on the part of EnergieLink are to be charged separately. If the scope of delivery cannot be fulfilled within customary work hours in accordance with the negotiated contract, surcharges for overtime will be charged on the basis of the customary rates.
- 6.5 The compensation owed will be due following the performance of the work in accordance with the contract and the delivery/handover of the contractual goods at the place of delivery specified by EnergieLink. EnergieLink undertakes to pay the compensation within 60 days of receipt of the invoice.
- 6.6 The service provider's invoices must be properly documented and submitted in accordance with VAT regulations. If the aforementioned requirements are not met, the invoice will be returned to the service provider for correction and the period referred to in Section 6.5 will not commence.
- 6.7 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**.

7. Assignment of employees

- 7.1 The service provider must only make use of carefully selected and well-trained staff who hold the necessary licences. At EnergieLink's request, the service provider will replace employees who lack the necessary expertise (including SCC certificates), or who otherwise negatively impact or jeopardise the fulfilment of the contract, within a useful period.
- 7.2 The service provider may only replace assigned employees with EnergieLink's written consent.

8. Hiring of third parties

- 8.1 The service provider may only hire third parties (e.g. subcontractors, sub-suppliers, substitutes etc.) to provide its services with EnergieLink's prior written consent. The service provider is still responsible for the provision of the service by the engaged third parties in accordance with the contract.

- 8.2 Third parties hired by the service provider to fulfil the contract will be considered to be the service provider's associates pursuant to Art. 101 OR. EnergieLink's consent to or acknowledgement of the involvement of third parties does not affect the service provider's liability in accordance with or in connection with the contract.
- 8.3 The service provider must impose the obligations of these general terms and conditions on any involved third parties.
- 8.4 If the service provider encounters difficulties making payment, or in the event of material differences or other important reasons, EnergieLink may pay subcontractors or sub-suppliers directly or deposit the amount at the service provider's expense (with exonerating effect with respect to the service provider) after consulting all parties involved. In any case, EnergieLink will notify the service provider of this in writing.

9. Occupational health and safety provisions, equal pay and environmental protection

- 9.1 With regard to the services to be performed in connection with the fulfilment of the contract, the service provider must comply with the occupational health and safety provisions, work conditions, reporting and approval obligations, and the provisions pertaining to the equal treatment of men and women with regard to equal pay that apply at the place of performance. The collective or standard employment contracts will be considered the applicable working conditions, or if there are none, the typical working conditions that actually apply at the location or for the profession in question will apply.
- 9.2 The service provider must comply with local environmental protection provisions with regard to the services provided in connection with the fulfilment of the contract.
- 9.3 If the service provider or one of its subcontractors violates the obligations set out in Section 9, the service provider is liable to pay a contractual penalty unless it can prove that it is not at fault. Said penalty will amount to 10% of the total compensation paid, up to a maximum of CHF 100,000. The payment of the contractual penalty does not release the service provider from its duty to fulfil these obligations.

10. Industrial property rights

- 10.1 Documents and know-how that EnergieLink gives the service provider access to in connection with the fulfilment of the contract may only be used in relation to the project. EnergieLink reserves the right to prosecute any unauthorised use of the documents or any other violations of its rights.
- 10.2 The industrial property rights to the output created specifically for EnergieLink, including calculations, drawings, drafts, program descriptions, and documentation, and also all ideas, processes, and methods developed in this context, remain the property of EnergieLink. The service provider may not use them for its own purposes nor make them accessible to third parties.
- 10.3 The right of use also covers the operation, maintenance, and revision of the contractual goods, their alteration, transformation, or conversion, and the manufacture, further development, and procurement of replacement parts. This also applies in the event that EnergieLink sells any contractual goods.
- 10.4 The service provider assigns to EnergieLink all industrial property rights (intellectual property rights and ancillary copyrights etc.) to output created in connection with the

fulfilment of the contract. It also waives its right to exercise non-transferable personal rights.

- 10.5 The service provider guarantees that all third parties it hires have all of the rights required in order to perform their contractually agreed services. The service provider undertakes to defend against third-party claims that violate intellectual property rights without delay, and to assume all costs (including compensation for damages) incurred by EnergieLink as a result. EnergieLink will be fully indemnified against third-party claims.

11. Delivery of the deliverable, default

- 11.1 The delivery deadlines and lead times specified in the order confirmation 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 or specified by EnergieLink (place of fulfilment).
- 11.2 In the event that it fails to comply with the deadlines agreed upon in the contract as constituting grounds for default, the service provider will automatically be in default. In all other cases, it will be in default following a reminder granting a suitable grace period.
- 11.3 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.
- 11.4 In the event of default, the service provider is liable to pay a contractual penalty amounting to 0.3% of the contract value up to a maximum of 10% of the order value. This does not affect any claims to compensation for damages due to default of delivery or any other claims.
- 11.5 The payment of the contractual penalty does not release the service provider from its duty to fulfil its contractual obligations.
- 11.6 In the event of default, the service provider bears full responsibility for any damages resulting from the delay, including but not limited to additional costs incurred by third parties.

12. Defects and warranty

- 12.1 A defect is any deviation from what has been agreed upon in the contract (including contractual components), irrespective of the cause, culpability on the part of the service provider or subcontractors, and whether the defect was already present/apparent at the time of acceptance.
- 12.2 A defect is also present if the service or processed contractual goods lack a property that could reasonably have been expected in good faith, even if it has not been specifically agreed on.
- 12.3 Agreements to the contrary notwithstanding, liability for defects and the corresponding warranty rights are governed by statutory provisions.

- 12.4 The service provider's warranty obligation applies for at least 24 months. This period commences upon the acceptance of the contractual goods in question 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.
- 12.5 In the event of hidden defects, the warranty period commences when the defect is first identified.
- 12.6 The service provider 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 the goods.

13. EnergieLink's rights in connection with defects

- 13.1 The service provider is liable for damages resulting from material defects or defects in title, including direct and indirect consequential damages.
- 13.2 EnergieLink has the following rights in the event of defects that come to light during the warranty period.
- 13.3 Rectification: In the event of a defect, EnergieLink may demand that the service provider remedy the defect within an appropriate period of time. If the defect cannot be remedied by any means other than creating a new product, the service provider will be obligated to do so.
- 13.4 The service provider bears all costs of remedying the defect, including the costs of diagnosis, removal, and installation, transportation costs, the costs of repairing damage resulting from efforts to remedy defects in the contractual goods and any costs associated with EnergieLink's involvement. If EnergieLink is partly culpable for a defect, it will contribute accordingly to the costs of remedying said defect.
- 13.5 If the service provider does not remedy defects within a suitable period, EnergieLink may:
- Reduce the price in accordance with the reduced value of the service provided/contractual goods;
 - Or withdraw from the contract with reference to the defective service or contractual goods if EnergieLink cannot reasonably be expected to accept or keep the defective service or contractual goods at a reduced price. Upon withdrawal, EnergieLink may demand the reimbursement of any payments already made in advance plus interest of 5%.
- 13.6 The supplier is also liable for sub-suppliers approved by EnergieLink, as well as for itself. It does not have any rights of exculpation in this regard.

14. Warranty and liability on the part of EnergieLink

- 14.1 EnergieLink has a 24-month warranty obligation for deliveries and services. EnergieLink offers no warranty and accepts no liability with regard to the corrosion or wear and tear of existing system parts.
- 14.2 Liability does not apply in the event of damages caused by the customer or third parties. Liability is limited to the value of the order.
- 14.3 More extensive claims for damages, irrespective of their legal basis, for direct or indirect consequential damages, including but not limited to financial losses such as lost earnings or business interruptions etc., are excluded.

15. Liability on the part of the service provider

- 15.1 The service provider is liable for all damages it incurs for the other party unless it can prove that it is not at fault.
- 15.2 Liability on the part of the service provider for lost earnings is excluded.

16. Insurance

- 16.1 The service provider must at least have public liability insurance with coverage of CHF 5 million per claim and year for personal injury, damage to property, and resulting financial losses. The relevant arrangements must be made if it becomes necessary to increase this insurance cover.
- 16.2 EnergieLink may demand corresponding proof from the service provider at any time.

17. Confidentiality

- 17.1 The service provider must treat as confidential all facts and information that are neither general knowledge nor generally accessible, and for which there is an interest in maintaining confidentiality in good faith on account of their nature. In case of doubt, facts and information must be treated as confidential.
- 17.2 Confidentiality must already be observed before the contract is concluded and is to remain in effect even after the contractual relationship is terminated. Statutory duties of disclosure are excluded from this.
- 17.3 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.
- 17.4 Marketing, publications, references and comments in the media regarding the agreed-upon services require EnergieLink's consent in writing.
- 17.5 The service provider must ensure that its sub-suppliers maintain confidentiality.
- 17.6 If the service provider violates its duty to observe confidentiality, it is liable to pay a contractual penalty unless it can prove that it is not culpable. Said penalty will amount to 10% of the total compensation paid, up to a maximum of CHF 100,000. The payment of the contractual penalty does not release the parties from its duty to fulfil these obligations.

18. Force majeure

- 18.1 The 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.
- 18.2 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.
- 18.3 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.

19. Assignment and offsetting

- 19.1 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.
- 19.2 EnergieLink may withhold payments or declare offsetting due to counterclaims.

20. Final provisions

- 20.1 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.
- 20.2 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 closest to the intended purpose of the invalid provisions. The same applies to gaps in the contract.
- 20.3 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.
- 20.4 The place of jurisdiction is the registered office of EnergieLink. However, EnergieLink may also bring an action against the service provider at the service provider's registered office.