



General Terms and Conditions (GTC) of the companies of Bouygues Energies & Services InTec Version October 2018

1 Validity of the General Terms and Conditions

The present General Terms and Conditions of the companies of the Bouygues Energies & Services InTec (the respective company hereinafter referred to as BYES InTec) apply, irrespective of the legal nature of the corresponding contract, for all agreed deliveries and services of BYES InTec unless otherwise agreed originally or subsequently in writing. This applies in particular for the IT & TelCom division which is regulated by special General Terms and Conditions of BYES InTec. Terms and conditions of the buyer, ordering party or client (hereinafter referred to as customer) will not be accepted. Changes and supplements to the General Terms and Conditions must be made in writing. Should individual provisions of the General Terms and Conditions be or become invalid in part or in their entirety, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the provision that corresponds closest to the invalid provision and is reconcilable with the commercial meaning and purpose of the contract.

2 Offer validity

The written offer is valid for 2 months from date of submission.

3 Terms of payment

The payment deadline is 30 days net from invoicing. In the event of a delay in payment, the customer shall pay arrears interest from the 31st day amounting to 8% p.a.

A delay in payment entitles BYES InTec to interrupt the agreed or assured services.

4 Deadlines

BYES InTec undertakes to comply with the agreed and assured deadlines pursuant to the contract. If the requirements necessary to fulfil the contract are not ensured by the customer, BYES InTec shall be released from its obligation to comply with the deadlines set.

Reasons for hindrance may be e.g. that:

- the status of the constructional or on-site tasks performed by third parties do not permit a punctual start to installation;
- the required preliminary work or deliveries are defective or have not been carried out;
- the customer does not provide the documents necessary to implement the contract in a timely and complete manner and with the correct content.

5 Force majeure

Incidents of force majeure entitle BYES InTec to delay the provision of its services for as long as the event and the rectification of its direct consequences may take. Delays in deadlines like these do not entitle the customer to revoke or terminate the contract, nor do they substantiate any claim for compensation. The term 'force majeure' covers all circumstances that neither BYES InTec nor the customer are responsible for and that make it impossible or unreasonably difficult for BYES InTec to provide the delivery or service, such as e.g. strike, lock-out, acts of terror, unrest, natural catastrophes, import and export bans, lack of energy or raw materials, etc.

6 Delivery deadlines

Unless a delivery deadline is explicitly agreed or assured as 'fixed', it is only deemed to be approximate. The delivery deadlines of the manufacturers are decisive for deliveries of equipment.

7 Material

Installation material that is commercially available will be used. Special requests with regard to the materials are to be agreed in the contract.

8 Material provided by third parties

No liability is assumed for the material provided by third parties unless otherwise agreed in the contract.

9 Reservation of ownership

Goods, works and services remain the property of BYES InTec until they have been paid for in full.

10 Warranty

The customer shall check the delivered goods and services within a reasonable period of time. Any defects are to be censured to BYES InTec immediately in writing. If the customer fails to do this, the goods and works supplied are deemed to have been approved without reservation.

The customer's warranty rights expire two years after acceptance of the goods and works delivered. This limitation is not applicable in case of defects that have deliberately been concealed. Regarding instruments and machines provided by a third party, customer's warranty is according to the guarantee | warranty period extended by the manufacturer or distributor in any case.

In case of a non-contractual delivery, BYES InTec is free to either remedy the defects or replace the defective goods or works.

For supplies and services from sub-contractors that are stipulated by the customer, BYES InTec shall assume the warranty only within the framework of the warranty obligation of the sub-contractors concerned.

BYES InTec guarantees a professional execution of the agreed services. If a service proves to be defective, the customer shall notify BYES InTec of this immediately in writing. This defect shall be remedied within a reasonable period of time. The customer's warranty claims shall expire twelve months after the service has been provided.

11 Preliminary calculation

The measurements and quantities listed in the input form are approximate. They may be exceeded or undercut without the customer being entitled to change the standard prices set. They are deemed to be the basis of the calculation for the offer and are non-binding for the material order.

12 Interpretation

If a description in the input form can be interpreted in various ways and if this is not adjusted in writing before the execution of the work, the interpretation of BYES InTec is deemed to be binding.

13 Prices

The prices of BYES InTec are net and given in Swiss francs, (CHF) excl. VAT.

Non-agreed work and services, in particular changes or other additional work requested by the customer, shall be invoiced as hourly paid additional, scheduled work.

14 Hourly paid scheduled work

Our prices for hourly paid scheduled work valid at the time of invoicing apply. The work may be invoiced on a monthly basis.

15 Standard prices

Standard prices not contained in the contract are set based on the calculation documentation valid at the time of the supplementary offer unless otherwise agreed in writing.

16 Flat-rate and global contracts

In the event of a flat-rate or global acceptance of an order, only the positions with additional or fewer services than the pre-measurements are to be measured. The conditions of the offer shall be taken as a factor in the calculation of the standard prices.

17 Property, non-disclosure

Intellectual property in the form of e.g. documents, projects, drawings, programs, etc. handed over to the customer by BYES InTec remains the property of BYES InTec. It may not be made accessible to third parties, in particular to competitors, without the prior written approval of BYES InTec. In the event of non-compliance, BYES InTec is to be compensated with 10% of the offer sum.

18 Liability

BYES InTec is liable for direct damage that BYES InTec 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.

19 Conditions for recurring services

19.1 Price clause

Unless otherwise agreed in writing, the current price information of BYES InTec at the time the contract is concluded is deemed to have been agreed. BYES InTec reserves the right to adjust its prices.

19.2 Period of notice

Both parties may terminate the contract with a period of notice of six months.

19.3 Delay in payment

A delay in payment entitles BYES InTec to interrupt the agreed or assured services.

20 Place of jurisdiction and applicable law

The sole place of jurisdiction is the registered office of BYES InTec. However, BYES InTec 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.