

**General Terms and Conditions of Purchase of Apleona HSG Ltd.**

**1 Subject Matter of the Contract and Application**

- 1.1 These General Terms and Conditions of Purchase regulate the relationship between Apleona HSG Ltd. (hereinafter referred to as Apleona HSG) and its suppliers and subcontractors (hereinafter referred to as Supplier).
- 1.2 In the event of conflicting provisions in the different contract documents, the following order of priority shall apply:
  - a) Contract / Contract Note of Apleona HSG
  - b) General Terms and Conditions of Purchase of Apleona HSG
  - c) Tender Offer of Supplier
- 1.3 Any general terms and conditions of Supplier shall not be applicable.

**2 Scope, Provision and Modification of Services**

- 2.1 A contract between Apleona HSG and Supplier shall only be formed if it is made in writing; generally this is done by Apleona HSG sending a written contract note or order, based on a written tender offer of Supplier. The content and scope of the contract are determined solely by the agreements made in writing; any verbal agreements shall be non-binding. The written form requirement shall be deemed met in the case of electronic transmission (by fax or e-mail).
- 2.2 The contractual services shall be provided by Supplier itself. Bringing in any subcontractors is only permitted with the consent of Apleona HSG.
- 2.3 Apleona HSG may demand from Supplier any reasonable changes with respect to the way and means of the service provision, as well as minor changes to the scope of services. The remuneration shall be adjusted accordingly.
- 2.4 At the request of Apleona HSG, Supplier is obligated to disclose the calculation of the main contract and of any additional tenders.

**3 Remuneration and Payment Terms**

- 3.1 The agreed remunerations are fixed. Any goods shall be Delivered Duty Paid (DDP; Incoterms 2000), unloaded. If the prices stated at the time of fulfillment are lower than the prices agreed, the lower prices at the time of fulfillment shall apply.
- 3.2 VAT must be stated separately.
- 3.3 For services that are remunerated according to expenditure of time, the hourly or daily rates agreed in advance shall apply. They include all costs. Expenses, administrative and other costs and expenditures, such as travel and subsistence expenses, secretarial work, preparatory work etc. cannot be charged additionally.
- 3.4 All invoices must be submitted to the billing address stated on the purchase order. Apleona HSG is obligated to process the invoice only if it contains the Apleona HSG order number, the delivery address and the name of the purchaser, and if a delivery note or another performance record is enclosed. If the invoice does not meet these guidelines, it may be declined.
- 3.5 The payment term for the remuneration to be paid by Apleona HSG shall be 60 days net. Apleona HSG is entitled to a 5 % discount if payment is made within 10 days or a 2 % discount if payment is made within 30 days. The aforementioned terms commence upon receipt of the duly drawn up invoice. The discount shall be deducted from the gross invoice amount.

**4 Supplier's Obligations**

- 4.1 Supplier is obliged to diligently fulfil the contract using the best available technology. It shall meet all national and local statutory provisions and regulatory requirements, as well as the regulations at the place of fulfillment, in particular those of the Apleona HSG House Rules, as well as customer-specific regulations and house rules.
- 4.2 Supplier shall, at its own cost, appropriately package the goods to be delivered for transportation to the destination, so that, in the event of damages in transit, the forwarding agent is unable to disclaim or pass on liability to Apleona HSG. Supplier shall take back and properly dispose of any packaging material, empty containers, residues and remaining quantities.
- 4.3 Supplier may use any tools and material provided by Apleona HSG solely for the contract fulfillment and shall be liable for the diligent use thereof.
- 4.4 Supplier shall comply with all occupational health and safety and accident prevention regulations (in particular the provisions of the UVG (Swiss Federal Law on Accident Insurance), as well as the respective directives and guidelines (Federal Coordination Commission for Occupational Safety FCOS), as well as the SUVA guidelines and recommendations). Furthermore, Supplier shall comply with all applicable legal and project-specific provisions, as well as the guidelines of the respective trade association. All applicable plant and fire safety regulations, emergency plans and other safety regulations of the customer and of Apleona HSG must be adhered to.  
The personnel employed must be obligated to wear the personal protective equipment (PPE, e.g. hard hats, safety shoes) prescribed by the responsible trade associations. Any of Supplier's personnel failing to comply with this obligation may be banished from the contractual property. Supplier shall, prior to use, on its own authority check all equipment, scaffolding, fixtures and fittings (including external devices).  
Supplier is obligated to use only trained personnel for (hazardous) work. It must be possible at all times to view the respective qualification documents.
- 4.5 Supplier shall comply with the national and international minimum working standards and minimum wage regulations, as well as any applicable collective labour agreements. At the request of Apleona HSG, Supplier shall credibly demonstrate its compliance with the salary and working conditions by means of documents and evidence. If subcontractors are brought in, Supplier shall be responsible for ensuring that its subcontractors also comply with the salary and working conditions. Supplier must obligate the subcontractor to provide Apleona HSG with documents and evidence that credibly demonstrate its compliance with the salary and working conditions, as well as to transfer this obligation to its own further subcontractors. In addition, Subcontractor shall strictly comply with all environmental conservation regulations, in particular the provisions of the Swiss Environmental Protection Act (EPA) and the Waters Protection Act (WPA), as well as the respective directives. The relevant legal environmental standards shall be adhered to and any environmental impact shall be minimised, for instance by using environmentally-friendly products and through environmentally-friendly conduct. The most environmentally-friendly processes shall be selected in each respective instance.
- 4.6 Supplier shall not give any gifts to employees of Apleona HSG or to their family m.
- 4.7 In the event of exigent circumstances, where coordination with Apleona HSG is impossible, Supplier shall take the necessary action to avert damage. The rules of agency of necessity shall apply.
- 4.8 Upon request, Supplier is obligated to provide Apleona HSG with comprehensive information and documentation about the status of the performance of the contract at any time.

**5 Performance of Contract by Supplier, Transfer of Reward and Risk**

- 5.1 The place of fulfillment shall be the place of fulfillment named in the agreement. Any goods shall be Delivered Duty Paid (DDP; Incoterms 2000), unloaded. If the agreement does not specify a place of fulfillment, Apleona HSG is entitled to name the place of fulfillment. If Apleona HSG does not name a place of fulfillment, this shall be the registered office of Apleona HSG.
- 5.2 All goods deliveries must be accompanied by a delivery note. This note (and generally all correspondence relating to the order) must at minimum include the Apleona HSG order number and the delivery address.
- 5.3 When delivering goods, the agreed quantities must strictly be adhered to. Partial deliveries shall only be permitted if this has been agreed and if they are labelled as such.
- 5.4 The ownership, reward and risk on the goods and on work results shall be transferred to Apleona HSG at the time of goods receipt. Retention of title by Supplier is excluded.

- 5.5 Receipt of the contractual service must be received by an authorised employee of Apleona HSG.
- 5.6 The agreed fulfilment dates and periods are binding. Fulfilment periods shall commence on the order date.
- 5.7 Prior to the fulfilment date, Apleona HSG is entitled, but not obliged to accept the service to be provided by Supplier.
- 5.8 If delays in the performance of contract are to be expected, Supplier shall notify Apleona HSG of this immediately in writing.
- 5.9 If the agreed fulfilment dates or periods are not adhered to, Supplier shall be deemed to be behind schedule, without the necessity of a reminder. The legal consequences of delay shall apply. In any case, Apleona HSG is entitled, after setting an appropriate period of grace and subsequent expiration of said period, to relinquish the performance of contract and, at its own option, to claim damages to the amount of the contract value as if the contract had been performed properly or not performed.

**6 Warranty and Claims for Breach of Duty and Defects**

- 6.1 Apleona HSG shall inspect the deliveries and services within an appropriate period and is entitled to reject any contract performance that does not comply with the contract in every single respect. Apleona HSG may reject the complete delivery if samples contain defects.
- 6.2 Supplier shall grant a two-year warranty on all its deliveries and services. If the applicable statutory provisions, the contract or any standards, which the agreement makes a reference to (e.g. SIA), provide for a longer warranty period, this longer warranty period shall apply. The warranty period shall commence upon acceptance of the goods or services. If Supplier works as a subcontractor of Apleona HSG, the period of limitation for Supplier's warranty and liability shall in any case exceed, by a minimum of three months, the period of limitation that applies to warranty and liability claims of the end customer against Apleona HSG.
- 6.3 In the event that already accepted deliveries or services are not contract-compliant, Apleona HSG shall notify Supplier of the defect within 30 days of discovery.
- 6.4 Apleona HSG is entitled to legal warranty claims for duly notified defects. In any case, Apleona HSG may demand Supplier to immediately establish the contract-compliant state at Supplier's own costs (at the option of Apleona HSG either by rectification of defects or delivery of replacement goods); if Supplier does not comply with or is unable to comply with this demand, Apleona HSG is entitled to relinquish the performance and to claim damages to the amount of the contract value as if the contract had been performed properly or not performed. In urgent cases, Apleona HSG is entitled to establish the contract-compliant state, either itself or by employing a third party, by notifying Supplier and at Supplier's cost (substitute performance). In the event of defective partial deliveries, Apleona HSG may declare the rescission, withdrawal from the contract or substitute performance also with respect to the other partial deliveries.

**7 Liability**

- 7.1 Supplier shall, in accordance with the applicable statutory provisions, be liable for any damage incurred during the performance of the contractual service by Supplier, its auxiliaries or subcontractors or any other third party brought in by Supplier. Supplier shall be liable for any damage related to warranty cases, even if Supplier is not at fault. With respect to limitation, section 6.2 shall apply.
- 7.2 Supplier must have a public liability insurance policy, with an appropriate sum insured, over the entire contract term. Apleona HSG may request a confirmation of insurance coverage.
- 7.3 Supplier is responsible for compliance with all legal duties to maintain safety, in particular (but not limited to) installation, construction or similar work. Supplier must, in particular, reliably secure all hazardous areas.
- 7.4 Supplier shall indemnify Apleona HSG from any third-party claims that are asserted in connection with the conduct (acts or omissions) of Supplier or its auxiliaries or any third party brought in by Supplier.

**8 Intellectual property rights, Confidentiality, Data Protection, Third-party Rights**

- 8.1 All work results shall be at Apleona HSG's free disposal. All intellectual property rights (copyrights, patent, design and trademark rights etc.), as well as any other rights to the work results, including the entire know-how related to the work results, shall be the exclusive property of Apleona HSG. Apleona HSG may freely dispose of any information provided by Supplier, unless Supplier has in advance expressly identified said information as confidential.
- 8.2 Supplier shall be liable for ensuring that its contractual services do not infringe upon any patents, copyrights, trademark rights or other industrial property rights or third-party rights. If a third party asserts a claim due to an infringement of its rights, Supplier shall be obligated to indemnify Apleona HSG from these claims.
- 8.3 The contracting parties must maintain confidentiality with respect to all confidential information they gain access to in connection with this contract. This does not apply to any information, which is publicly available or becomes publicly available without infringement of the contract, or which was already known to the other party prior to its disclosure.
- 8.4 Each party shall comply with all applicable data protection regulations with respect to any personal data it receives from the other party.
- 8.5 The parties shall ensure that their employees and any third parties they have brought in also comply with the provisions concerning confidentiality and data protection. Apleona HSG may at any time demand that Supplier's employees and any third parties brought in by Supplier sign a written non-disclosure agreement.
- 8.6 The aforementioned non-disclosure and data protection obligations shall continue to apply for an unlimited period of time for as long as permissible by law, even after the contract has been terminated.

**9 Offsetting and Retention**

- 9.1 Supplier shall only be authorised to offset and assert any rights of retention or rights to refuse performance if Supplier's counterclaims are uncontested or established as final and absolute and if they originate from the same contractual relationship as the claims asserted by Apleona HSG.
- 9.2 Apleona HSG is entitled to assign claims and have claims assigned to it by other group companies, and to offset claims of other group companies.

**10 Withdrawal and Termination**

- 10.1 The grounds for withdrawal and termination according to the law and those provided for in the contract shall apply. With permanent contracts, unless otherwise agreed in the contract, each party has the right to terminate the contract with effect from the end of the month, giving one month's notice.
- 10.2 In any case, a party is entitled to terminate the contract with immediate effect if the other party (i) is in serious breach of the contract, or (ii) in the case of an ordinary breach of contract, does not restore the contract-compliant state within an appropriate period of time in spite of a warning, or (iii) is insolvent, goes bankrupt, applies for a composition moratorium or otherwise enters debt settlement or liquidation proceedings. Furthermore, Apleona HSG is entitled to terminate the contract if the contract with the client of Apleona

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HSG ends or if the client of Apleona HSG no longer meets its contractual obligations; in this case the contract between Apleona HSG and Supplier shall end at the same time as the contract between Apleona HSG and its client ends.

- 10.3 In the event of the termination of contract, Supplier shall under no circumstances have any claim to termination pay and, if early termination is due to Supplier's fault, Supplier shall forfeit the right to any remuneration claims.
- 10.4 In the event of the termination of contract, Supplier shall return to Apleona HSG all documents and information provided to Supplier by Apleona HSG, as well as any documents or products produced for Apleona HSG, even if they have not yet been finished.

**11 Applicable Law, Place of Jurisdiction**

- 11.1 These Terms and Conditions are governed by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 11.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be Wallisellen.

**12 Code of Conduct for Suppliers**

- 12.1 Apleona GmbH and its affiliates (Apleona HSG) are bound to the principles of ethics, integrity and law-abidance. The code of conduct and behaviour policy guidelines of Apleona and the principles of the Global Compact Initiative of the United Nations are mandatory requirements for all employees of Apleona. Apleona also expects integrity and law-abiding, ethical conduct, which complies with the principles of the Global Compact Initiative and the following minimum standards, from its suppliers.

**12.2 Fighting corruption**

Suppliers shall actively and consistently counteract all and any punishable or unethical exertion of influence on decisions of Apleona or other companies and institutions and shall fight any corruption within their own company.

**12.3 Fighting prohibited agreements**

Suppliers shall not participate in any illegal anticompetitive agreements and shall fight prohibited cartels.

**12.4 Fighting illegal employment and black labour**

Suppliers shall comply with the relevant legal regulations on the employment of staff and shall effectively take action against illegal employment and black labour.

**12.5 Respecting fundamental rights of employees**

Suppliers shall be mindful of the health, safety and personal rights of their employees and shall commit to the principles of respectful, fair and non-discriminatory conduct. They shall employ and remunerate their staff on the basis of fair and legitimate contracts and shall adhere to the international minimum working standards as stipulated in the ILO core labour standards.

**12.6 Respecting the environment**

Suppliers shall comply with the relevant legal environmental standards and shall minimise environmental impact. Apleona urges its suppliers to ensure that their own suppliers and subcontractors also comply with the principles of the der Global Compact Initiative and the minimum standards of this code of conduct for suppliers (code of conduct).

Suppliers of Apleona are required to notify Apleona of any breach of the code of conduct, provided this affects the business relationship with Apleona, as well as any knowledge of misconduct of their own employees.

**12.7 Apleona Compliance Communications**

For further information on a breach of compliance, please contact Apleona Compliance Communications. If desired, such indications may be provided anonymously. Apleona Compliance Communications can be reached at:

**E-mail:** [info.ch-hsg@apleona.com](mailto:info.ch-hsg@apleona.com)

**Telephone:** + 41 (0) 44 / 567 40 00

Suppliers are obligated to actively investigate any suspected cases and to cooperate with Apleona unconditionally.

If there is a reasonable suspicion of a breach of the code of conduct by a supplier, or if a supplier does not sufficiently meet its obligation to investigate and cooperate in the event of a suspected case, Apleona HSG may terminate the business relationship with the supplier concerned based on the existing contractual or legal rights with immediate effect. In the event of a breach of the code of conduct, Apleona HSG reserves the right to take further legal action, in particular claims for damages.

From time to time, Apleona may appropriately update the code of conduct and expects its suppliers to accept such changes.