

## GENERAL TERMS AND CONDITIONS (AGB) - Purchasing

### 1. Scope of applicability

These General Terms and Conditions apply to all legal relationships between Morgan Sindall Professional Services AG (hereinafter "MS") and its contractual partners (hereinafter "CP"), unless otherwise agreed in writing.

### 2. Effective conclusion of the contract

2.1 The contract is concluded through a corresponding written offer and written acceptance.

2.2 Offers by the CP are, with the exception of written agreements to the contrary, unlimitedly binding.

2.3 A deviating acceptance by MS represents a new offer. This does not apply in the case of marginal deviations and deviations in side issues.

### 3. Form and content of the contract

3.1 Offers and acceptances strictly require the written form in order to be valid.

3.2 The content of the contract shall be determined in accordance with the offer and the acceptance, as well as with these Terms and Conditions.

3.3 Individual agreements, which contradict these Terms and Conditions, require the written form in order to be valid. Such written, individual agreements have priority over the Terms and Conditions. When verbal, individual agreements deviate from these Terms and Conditions, these Terms and Conditions shall apply.

3.4 SIA standards or other provisions not negotiated on an individual basis are only part of the contract when agreed as such in a separate, written agreement. If such provisions become part of the contract or if one party invokes such standards and these contradict these Terms and Conditions, the provisions of these Terms and Conditions will apply.

3.5 Subsequent changes to the contract strictly require the written form in order to be valid.

3.6 Should the scope of the services to be provided by the CP change after the contract has been concluded, MS reserves the right to recalculate the contractual price for the services and to amend them with regard to the original offer or contract.

### 4. End of the contract

4.1 A contract concluded for an unlimited period can be terminated by both parties upon notice of three months to the end of a month.

4.2 If a contract is terminated at an improper time, the terminating party is obliged to compensate the other party for any damages incurred due to the failure of the contract.

4.3 A contract concluded for a certain period ends with the expiration of the agreed contractual period.

4.4 Regardless of the respective contractual provisions (limited or unlimited contracts), MS is entitled in every case to terminate the contract for good cause upon notice of one month. If it can no longer be reasonably expected that MS continue with the contract, MS is also entitled to terminate the contract without notice. In the case of such extraordinary termination or termination without notice, the CP may claim payment for services provided up to that point, as long as the services were free of fault. MS may also claim damages.

### 5. Prices

5.1 Unless otherwise agreed, offered prices include VAT.

5.2 Cost frameworks and estimates of hours presented in the offer are binding, unless otherwise agreed in writing.

### 6. Payment conditions

6.1 Services provided by the CP shall be calculated and billed on a monthly basis, unless otherwise agreed.

6.2 Payments shall be made within sixty days of the date of invoice without deductions.

6.3 The CP is only permitted to offset payments with the written agreement of MS.

### 7. Delay

7.1 If the provision of services by the CP is in delay, MS is entitled to deduct a delay penalty of 0.5% of the value of the contract for every completed week from the due date of the delivery, but not more than 5% altogether. The exercise of further claims to damage remain unaffected.

7.2 If the CP is in delay with provision of the services or refuses to provide services, MS is entitled, following written warning and regardless of the reason for delay or refusal to provide services, to carry out the work itself on the cost and risk of the CP or to have the work done by a third party on the cost and risk of the CP. MS is entitled to offset expenses in this regard with any claims of the CP. Such substitute performance does not release the CP from his duty to provide services. The right of MS to exercise any further claims for damages is unaffected.

### 8. Liability

8.1 The CP is liable for all damages caused by him and/or any auxiliary personnel uses by him.

8.2 The CP is obliged to ensure insurance cover against his liability risk of at least five million CHF and to provide confirmation of this insurance coverage.

### 9. Warranty

9.1 MS must inspect the services provided by the CP within the warranty period, possibly within 30 days following delivery, and to report all defects in writing within 30 days of their discovery.

9.2 Should hidden defects be uncovered subsequent to successful inspection, these must be reported in writing within 30 days of their discovery.

9.3 If the CP provides defective services, MS is entitled, in addition to the statutory warranty regulations, to demand rectification. If defects are not rectified by the expiry of a period of grace determined by MS, MS can commission a third party to rectify the defects on the cost of the CP. In urgent cases, MS can forego setting a period of grace.

9.4 Warranty claims asserted against the CP become time-barred within two years in the case of moveable assets and five years in the case of real estate, in both cases following approval/acceptance by MS of the results of the work. Should defects arise, the warranty period first applies after

completion of rectification work by the CP or by a third party. Warranty claims by the CP against MS are not affected by this provision.

### 10. Approval

Services provided by the CP are considered to be approved with regard to obvious defects if MS:

- expressly approves the work results, or
- continues to use the work results itself or has them used further by a third party, or
- continues the corresponding project itself or allows it to be continued by a third party.

### 11. Limitation period

Insofar as no mandatory legal provisions exist and insofar as these Terms and Conditions do not provide for any other limitation periods, claims by the CP against MS will expire one year after the claim arises.

### 12. Insurance

MS has business liability insurance for personal injury and material damages. All other insurances, in particular for transport, assembly work, assembly management and construction insurance, etc., must be concluded by the CP.

### 13. Intellectual property

Should services of MS (in whole or in part) lead to the creation of intellectual property, MS is fully entitled to these. In this case, MS grants the CP a non-exclusive right of use (licence) for the completion of the contract.

## GENERAL TERMS AND CONDITIONS (AGB) - Purchasing

### 14. Severability clause

If individual provisions of these Terms and Conditions are invalid or unworkable, or if they become invalid or unworkable after the contract has been concluded, the effectiveness of the other provisions of these Terms and Conditions remain unaffected. The invalid or unworkable provisions shall be replaced by a valid and workable provision, whose effect comes closest to the objective intended in the Terms and Conditions through the invalid or unworkable provisions. This also applies in the case of the Terms and Conditions being proven to be incomplete.

### 15. Choice of law and jurisdiction

15.1 All disputes between the parties are subject exclusively to Swiss law. The applicability of international agreements as well as the Swiss Code on Private International Law (IPRG) is excluded, insofar as this is permitted by law.

15.2 All disputes between the parties are exclusively under the jurisdiction of the ordinary courts of law in the canton of Basel-Stadt. MS also reserves the right to exercise claims against the CP at the CP's business location or place of residence.

If no proper place for collection exists in Switzerland for claims against the CP, the CP hereby nominates Basel-Stadt as his special domicile in accordance with Section 50 subsection 2 of the Swiss Federal Debt Enforcement and Bankruptcy Act (SchKG).