

## 1. Scope

### General information

In this document, the term "GTCs" refers to the General Terms and Conditions, the term "CO" refers to the Swiss Code of Obligations, the terms "Service provider" or "Seller" refer to the companies ALPS Automation and/or ALPS Safety and the term "Client" refers to the buyer, the principal, the natural or legal person with whom the Service provider concludes the contract and/or a written agreement.

These GTCs are applicable to all offers, products and services offered by the Service provider. Unless expressly agreed in writing, acceptance of the offer by the Client implies their full and unreserved acceptance of these GTCs, regardless of the clauses appearing in their own documents.

The Client's general conditions or other divergent conditions apply only with the express written acceptance of the Service provider.

### Types of services

These GTCs apply to the following types of services and deliveries:

- a) Design, engineering and execution works for new installations or renovations, including modifications, compliance upgrades, repairs and connection of equipment and/or development and adaptation of software and systems integration solutions
- b) On-site services and/or maintenance of equipment, installations and/or software (on-site assistance)
- c) The sale and after-sales service of products or software (representation of brands)
- d) The provision of seconded personnel (service rental)
- e) Project management, audit, consultancy and training services
- f) The delivery of "Certificate of Conformity" to European or other directives
- g) All other services offered by the companies of the ALPS Group

The resale of equipment and software licences to third parties or the hiring of employees from the Service provider under the orders and supervision of the Client (in the event of secondment or placement of staff) are not subject to the application of these GTCs but to the Service provider's specific general conditions or to the relevant legal provisions.

## 2. Services

### From the Service provider

The services are described in the offer in an exhaustive manner and are estimated on the basis of information provided by the Client at the time of the call for tender. The accuracy of the offer depends on the quality of the information provided by the Client. The Service provider is only bound by the written commitments subscribed on the company's headed paper. The offer is valid for three months from the date of issue, subject however to any other period of validity determined by the offer itself. Any contradiction between the Service provider and the Client regarding the content of the specifications must be negotiated before the contract is signed or before the Client order.

### From third parties

- a) Subcontractors

The Service provider is authorised to delegate parts of the services and deliveries defined in the offer to subcontractors and, to this end, concludes the corresponding contracts with these subcontractors. Subject to the provisions of paragraph 2, the Service provider guarantees the services of its subcontractors to the Client in the same way as its own services. With regard to the deliveries and services of subcontractors imposed by the Client, the Service provider only assumes a guarantee within the limits of that offered by the subcontractors.

- b) Third-party companies

If the performance of certain services and/or deliveries by the Service provider requires services and/or deliveries from third parties, the Client shall conclude the appropriate contracts with them in their own name and under their own responsibility. Unless otherwise stated in paragraph 2.2.a) or derogations provided for in the offer, the Client is responsible for the selection, training, and supervision of third-party companies and the execution of their work, as well as the coordination of interfaces to carry out the execution of services from the Service provider. The latter is released of all responsibility for contracts signed between the Client and third-party companies, as well as for their execution.

## 3. Client's collaboration obligations

### General information

The Client shall make all the documents and information necessary for the performance of the services and deliveries available to the Service provider in good time and free of charge. The Service provider is not responsible for the accuracy of the documents and information provided by the Client in accordance with paragraph 1, nor for the values found or provided by the third-party representatives of the Client insofar as the verification of such information and values are not expressly part of the tasks delegated to the Service provider in the offer.

The Client is obliged to immediately inform the Service provider of any fact which calls into question the correct performance of the contract or which may lead to inadequate solutions.

Delays and additional costs of the Service provider resulting from a lack of compliance with the collaboration obligation are the responsibility of the Client.

### Specific collaboration obligations

The additional specific collaboration obligations of the Client are defined in the offer.

## 4. Types of remuneration

### General information

In accordance with the offer, the Service provider's services and/or deliveries are remunerated at the unit price and/or in the form of a global or fixed price and/or on an hourly/time and material basis.

## Fixed price

A fixed and/or global price can be agreed for all or part of the services and deliveries. Any additional work to that agreed upon at the conclusion of the contract and included in the package shall be ordered and confirmed in writing: this additional work will be invoiced on a time and material basis and is excluded from the package. Services and deliveries at global prices are also subject to the application of the provisions of Chapter 5 ("Prices") on price adjustment in line with inflation.

## Unit price

A unit price fixes the remuneration for a single service or a delivery item defined in the offer. The remuneration due for the service or actual delivery is fixed according to the number of units required and taking into account any price adjustment in line with inflation specified in Chapter 5 ("Prices").

## Invoicing on an hourly or a time and materials basis

Services for which the offer does not provide a fixed price or a unit price are billed by the hour, by the day or on a time and materials basis. This includes, in particular, all services whose duration is difficult to estimate or can vary significantly:

- Commissioning involving services from third parties and subcontractors
- Variable or on-demand services and interventions
- Hourly packages

## Subcontractor

Unless otherwise duly stipulated in the offer, a management and operating margin of at least 10% will be applied to the services of subcontractors.

## 5. Contract

### Order

Only orders placed in writing are legally valid. Verbal and telephone orders as well as verbal agreements require subsequent written confirmation for legal validity. Only orders written on the Client's business headed paper or on an order form drawn up by us and duly signed and stamped by the Client will be taken into consideration.

### Execution

The execution of the contract will only start after the legal validity of the order. The contract will be executed in accordance with its terms. Any amendment must be the subject of an addendum. In the absence of an addendum, it is up to the Service provider to decide whether or not to make amendments without this decision being capable of being opposed in any way.

### Prices

The prices mentioned in the offer are understood as net of tax. Any additional taxes and charges are the responsibility of the buyer. In addition, the Service provider may require the adjustment of the sums due to the price variation according to the regulations of the Swiss Union of Installers-Electricians (USIE) or exchange rate.

## 6. Payment terms

### Payment

Unless otherwise duly stipulated in the offer, the Service provider's invoices are due within 30 days of their dispatch for payment. Payments take place at the seller's domicile in Swiss Francs, net and without discount.

In the absence of an express agreement provided for in the contract, the only means of payment accepted is bank transfer to the account mentioned on the invoice.

### Delay

Any delay in payment on the part of the Client results in the triggering of the reminder procedure:

- Due date + 10 days: reminder
- Due date + 20 days: reminder + costs
- Due date + 30 days: summons + costs
- Due date + 40 days: initiation of the recovery process + costs of CHF 250

By express agreement, after the first formal notice of 10 days, and except deferral granted by the Service provider, the total or partial failure to pay by the fixed deadline, will result, whatever the mode of payment provided, in a contentious intervention and the application, as damages, of compensation equal to 15% of the unpaid amount, without prejudice to any amicable and legal recovery costs, which remain chargeable to the debtor.

## 7. Delivery deadlines

Compliance with delivery deadlines and the work progress schedule defined in the offer is guaranteed provided that:

- the progress of the overall project, or of the construction or connection works, allows the start of the Service provider's work on the contractually agreed date;
- the missing or faulty services or deliveries of the Client or a third-party company do not prevent or fundamentally complicate the performance of the tasks by the Service provider in accordance with Chapter 2.2.b);
- the Client provides in advance, all the relevant and complete documents and information necessary for the accomplishment of the tasks.

In the event of an inevitable delay or postponement of delivery, the Service provider will inform the Client sufficiently in advance so that they can make the necessary arrangements for their own management and will firmly commit to a new deadline in agreement with the Client.

The Service provider is automatically released from any commitment relating to deadlines in the following cases:

- Non-compliance with payment conditions;
- In the event of force majeure or events such as war, revolution, strike, fire, pandemic, natural disasters and, in general, for all causes beyond the control of the Service provider.

## 8. Delivery

### Packaging

Specific packaging materials should only be used if this is necessary for the prevention of damage which may occur during transport. The packaging costs will only be invoiced for specific delivery conditions requested by the Client. In this case, the additional costs will be itemised separately. This condition applies to shipping costs, transport insurance and customs formalities.

### Transport

The delivery address is determined by agreement with the Client. It is the Client's responsibility to check the shipments on arrival and, if necessary, to note any observations with the carrier and to inform the Service provider as soon as possible. If delivery cannot be made under the terms of the Client contract due to insufficient accessibility, for example, it is up to the Client to take all the necessary steps and to pay all costs incurred due to the non-delivery. The Client then bears full responsibility. The delivery is considered to have been made and the Service provider is relieved of any additional obligation resulting therefrom.

### Provision

The delivered goods remain the property of the Service provider until the final delivery of the installation as well as full payment of the price. The goods made available, for the entire duration of the project, must be stored in a clean, dry and suitable place. The goods must be insured up to the respective cost against the risk of fire, flood, theft and any natural and environmental risk, at the Client's expense and must only be used as they are intended. Any transformation, processing or modification of the goods made available must be carried out by the Service provider, or by a third party upon written agreement. The Service provider is released from any responsibility if this condition is not respected.

## 9. Warranty

### General warranty

The warranty period is 24 months from the date of delivery of the goods or the commissioning of the installation when this service is included. The warranty covers all the services and deliveries from the Service provider, including its subcontractors. In urgent cases, the seller reserves the right to modify all or part of its supply, or to make an equivalent replacement in order to comply with the warranty without penalising the operation of the technical installations concerned.

The warranty does not cover costs resulting from operations by third-party companies, including transport, installation and connection. The replacement of one or more parts for any reason does not extend the warranty period. The warranty does not apply in particular in the following cases:

- Installation not in accordance with the Service provider's instructions;
- Deterioration or accident resulting from negligence;
- Failure to monitor maintenance or servicing schedules;
- Modification of the conditions of use;
- Chemical attack, corrosion or erosion.

The warranty ceases:

- in the event of storage not in accordance with recommendations and the good professional practices;
- in the event of intervention or dismantling by a person not authorised and not approved by the seller;
- if original parts have been replaced, without the seller's knowledge, with parts not recommended by the Service provider;

The Service provider undertakes to perform the work in accordance with the offer as well as to ensure the choice and training of its employees, to ensure the professionalism of their work and their supervision.

### Legal guarantee

The Service provider is required not to knowingly infringe the intellectual property rights of third parties during the performance of its services and deliveries. They will exercise a duty of care to avoid any violation.

## 10. Intangible property rights

### Property and intellectual property law

After full payment for services and deliveries, ownership of the results of the work performed by the Service provider especially for the Client (including diagrams, source codes, technical documentation, etc.), as well as intellectual property relating to the entire work, are transferred to the Client. If the services also include individual software, the Client grants the Service provider the right to use and commercially exploit the results of the work outside of this Client-Service provider relationship. The models and/or libraries developed and used by the Service provider remain the property of the Service provider and may in no case be transmitted to third parties, unless they have been developed specifically and completely for the Client, which will have been expressly specified in the offer and/or the contract.

### Expertise

The Service provider has the right to use and commercially exploit the specific expertise and ideas that have arisen from the achievement of services and deliveries made, alone or with the help of the Client's staff.

## 11. Liability

### General information

Free advice and support is given in good faith, without the seller being held liable.

The Service provider is responsible to the Client for all direct damage, which its employees, auxiliary personnel or themselves could have caused to the Client. Subject to gross negligence, the Service provider is not liable for consequential damages such as loss of earnings or claims from third parties.

Furthermore, the responsibility of the parties is governed by the provisions of the CO, in particular Art. 363 et seq. CO.

### Certificate of conformity

The Service provider is able to affix two types of certificates of conformity:

- Low-voltage Directive 2014/35/EU
- Machine Directive 2006/42/EC

The certificate of conformity applies to a device assembly or a machine according to its unique serial number;

The certificate of conformity is not a guarantee. By affixing the CE marking to its product, the Service provider certifies that it complies with the requirements in force set in the relevant Community harmonisation legislation at the time of transmission of the offer and that this conformity has been verified by the adequate assessment procedure. The CE marking ensures that the product can be marketed without restriction within the EU (and the EEA) and it provides consumers in this region with uniform health, safety and environmental protection.

The Service provider is not responsible and cannot be held responsible in the following cases:

- Poor design, defects, wear, deterioration, modification of electrical and electronic components, wiring, mechanical parts or the machine itself not carried out by the Service provider
- Misuse/maintenance: non-compliance with assembly, use, safety, care and maintenance instructions
- Failure to comply with the durability usage deadlines (for example 20 years maximum for safety components )
- The residual risks specified in the risk analysis/safety instructions, as well as the usually accepted residual risks (risk zero not applicable)

## 12. Duration of the contract

### Start

The contractual relationship between the Client and the Service provider begins when the offer is accepted by the Client or during the written order confirmation by the Service provider and continues - except as provided for in the following chapter "Early termination" - until fulfilment of the obligations of services and deliveries or until the end of the Service provider's obligation to guarantee.

### Early termination

In accordance with Article 404 of the CO, consultancy represents a contractual relationship subject to the rules of the mandate, which can be terminated at any time by each of the contracting parties. If the Client revokes the contract, they remain liable to pay the fees for the consultancy services provided in accordance with the contract until the time of the revocation, and they must also reimburse the agent for any additional costs incurred up to that point and which may be justified.

If the revocation takes place at an inappropriate time within the meaning of Article 404, para. 2 of the CO, and that the fault is not attributable to the agent, the latter is authorised to request a supplement in addition to the remuneration due for the services performed under the contract. This supplement amounts to 10% of the remuneration for partial services and other cancelled services.

The delivery of goods and, in particular, the commissioning of installations are subject to the rules of the service contract, according to Articles 363 CO et seq. In particular, the Client's attention is drawn to the content of Article 377 CO according to which they may withdraw from the contract as long as the work is not finished, but by fully compensating the contractor, including for the loss of profit due to the early termination of the contract through no fault of their own.

## 13. Written form

Any amendment or addition to these GTCs and/or to the conditions of the offer must be the subject of a written addendum.

## 14. Jurisdiction and applicable law

Any dispute arising from these GTCs or from this legal relationship between the Client and the Service provider, which cannot be settled amicably by the parties, is subject to the jurisdiction of ordinary courts. The place of jurisdiction is Monthey. The Service provider is however authorised to take legal action against the Client at their domicile or at their registered office. The legal relationship between the Client and the Service provider is exclusively governed by Swiss law.