

General Terms and Conditions of Business for Purchasing

Art. 1 General

1. These Axpo 'General Terms and Conditions of Business for Purchasing' and the Axpo 'Code for Business Partners' ('Code') in the versions valid on conclusion of the agreement constitute an integral part of the agreement.
2. To be valid, orders must be in written form. Orders, agreements, supplements and amendments which have been made verbally or by telephone are only binding if confirmed in writing.
3. The General Terms and Conditions of Business for Purchasing and the Code apply unless contradictory written terms and conditions are agreed in the specific instance. General Business Terms (delivery, assembly conditions etc.) and a Code for Business Partners of the Contractor shall apply only if this is expressly recognized as such in writing in the agreement.
4. If there are contradictions between the agreement, the present General Terms and Conditions of Business for Purchasing and the Code, the agreement shall take precedence and the regulations in the General Terms and Conditions of Business for Purchasing shall come second in order of precedence.
5. An order confirmation shall be sent to the Purchaser within 10 days after receipt of the order. If no order confirmation is sent, the order shall be deemed accepted under the terms and conditions contained in the order. The order confirmation must be accompanied by the required technical documentation.
6. The sub-contracting of orders to others without the written consent of the Purchaser is prohibited.

Art. 2 Delivery

1. Delivery shall be made in a professional and appropriate manner using the best-suited materials. In particular, delivery must comply with the current official regulations and the relevant technical standards, codes and specifications.
2. All additional expenses which are incurred due to non-observance of instructions or non-conforming deliveries shall be borne by the Contractor.

Art. 3 Deadlines, force majeure

1. The delivery date stipulated by the Purchaser is binding unless an objection is raised within ten days.
2. The delivery date is deemed to have been met if delivery is made or the work is performed correctly by the scheduled date.
3. Non-adherence to the scheduled date entitles the Purchaser to forego belated performance and either to demand compensation for damage resulting from the non-fulfilment, or to withdraw from the contract.
4. If the Contractor is prevented or significantly impeded from fulfilling his obligations due to force majeure despite all reasonable efforts and measures, he shall immediately notify the Purchaser of this in writing and provide evidence thereof, stating the reason, the expected duration of the disruptive event

and the measures he intends to take in order to nevertheless advance contractual fulfilment.

If such a case of force majeure is demonstrably present, the parties shall negotiate an appropriate adjustment of the dates and deadlines, taking into account the specific circumstances, whereby the performance obligations do not cease and the dates and deadlines may be extended at most by the duration of the disruptive event.

If the negotiations on the adjustment of dates and deadlines do not lead to an agreement, the Purchaser has the right to adjust the dates and deadlines appropriately himself or to withdraw from the agreement with release from any obligations and without indemnification of the Contractor.

The Contractor is not entitled to compensation for the delay in contractual fulfilment caused by the disruptive event.

Reasons for force majeure within the meaning of this Art. 3 Item 4 do not include where raw materials or materials cannot be procured or transportation cannot be carried out at the planned prices. This risk is always to be borne by the Contractor.

Art. 4 Shipping

1. Shipping shall be at the risk of the Contractor. The Contractor must pay for any loss or damage incurred during transport.
2. The arrival clause DAP of INCOTERMS 2020 applies.
3. A delivery note must be enclosed with each consignment. A copy of this must be sent to the Purchaser. Each consignment item must have a label or other clearly visible marking.
4. All parts must be adequately protected against mechanical damage and corrosion, and insulating parts must additionally be protected against moisture.
5. Transfer of benefit and risk takes place after arrival of the goods at the place of performance.

Art. 5 Acceptance, warranty period, warranties, prescription

1. The inspection of the goods by the Purchaser is not bound to a specified time limit; however, the Purchaser shall not unduly delay it. If the inspection of the goods reveals no substantial deficiencies, the consignment shall be regarded as having been accepted by the Purchaser.
2. The warranty period is two years from date of acceptance or commissioning, but at the most three years after receipt of the consignment. During the warranty period, the Purchaser may give notice of defects of any kind at any time.
3. Should repair work or replacement deliveries need to be made, the warranty period for the repaired parts or the replacement deliveries commences as of the date of acceptance, but in no case may the warranty period last for more than three years after initial acceptance of the repaired or replacement parts.

4. During the warranty period the Contractor will, as quickly as possible and at his own cost, repair or replace (if necessary with parts of another suitable design) all parts and equipment which show defects in design, material, workmanship or assembly or which otherwise fail to meet the contractual stipulations.
5. Indirect advantages which ensue for the Purchaser as a result of rectification of deficiencies shall not be charged to the account of the Purchaser.
6. Raw materials and semi-finished products which prove to be deficient during processing shall be replaced free of charge, irrespective of the time that has elapsed between the time of delivery and detection of the deficiency.
7. The rights of the Purchaser in respect of defects prescribe two years after the expiry of the warranty period. The prescriptive period is five years insofar as defects in the delivery, which has been integrated into an immovable work in accordance with its intended purpose, have caused such work to become defective.

Art. 6 Legal consequences of non-adherence to warranties, liability for damage

1. If the consignment shows substantial deficiencies or non-conformance with the agreement to the extent that the Purchaser cannot use the goods or reasonably be expected to accept them, the Purchaser may refuse to accept the consignment, withdraw from the agreement and demand compensation for damage.
2. Should the deficiencies or non-conformance with the agreement be less substantial, the Purchaser shall allow the Contractor a reasonable period of time in which to carry out the required improvements as warranty work. If, within this time period, the deficiencies are not rectified or rectification is unsuccessful, the Purchaser is entitled to perform the warranty work himself or have it performed by a third party at the cost of the Contractor. If, instead, the Purchaser forgoes rectification of the deficiencies, or if it is only possible to rectify part of the deficiencies, the Purchaser is entitled to deduct an appropriate amount from the price corresponding to the reduction in value.
3. The Contractor is liable for all damages caused to the Purchaser by the delivery, the Contractor or the Contractor's personnel, with the exception of consequential damage such as power failures, production stoppages, loss of profits or other indirect damages. Liability for material damages and pecuniary losses is limited to CHF 10,000,000.00 per order. For orders with a value of over CHF 10,000,000.00, the cap on liability shall be agreed separately in each case.

Art. 7 Invoicing and payment

1. The invoices are to be issued immediately after shipment of the goods. Each order is to be invoiced separately and in detail.
2. Payments must be made 60 days net after receipt of the invoices.

Art. 8 Infringement of proprietary rights and patents

1. The Contractor guarantees that his delivery does not infringe any intellectual property rights of third parties. The Contractor is liable to the Purchaser for all

infringements of intellectual property rights of third parties pertaining to the delivery and undertakes to conduct any legal proceedings on behalf of the Purchaser at his own expense and to hold the Purchaser harmless against any damage.

Art. 9 Assignment and pledging

1. The Contractor may not assign or pledge claims arising out of the agreement without the prior written consent of the Purchaser.

Art. 10 Confidentiality

1. The Contractor is obliged to treat all documents (such as illustrations, drawings, etc.) and information received in connection with the delivery confidentially and to use them exclusively for the purpose of providing the delivery.
2. The obligation to maintain confidentiality exists prior to the conclusion of the agreement and continues until five years from final acceptance or premature termination of the agreement.

Art. 11 Data protection

1. The parties undertake to comply with the applicable data protection law.
2. Personal data may only be processed for the purpose of the agreement and only to the extent necessary for its fulfilment and implementation.
3. The Contractor undertakes to implement all appropriate technical and organisational measures and precautions to secure personal data and protect it against unauthorised or unlawful processing and accidental loss, destruction or damage.
4. Insofar as the Contractor processes personal data on behalf of the Purchaser within the scope of the agreement, the parties shall sign a separate commissioned data processing agreement.

Art. 12 Formal requirements

1. Where a written form requirement is provided for in these terms and conditions or in the agreement, this may also be fulfilled by (simple or qualified) electronic signature (e.g. by means of DocuSign) to the extent permitted by law.

Art. 13 Applicable law, place of jurisdiction, disputes

1. The agreement shall be governed by Swiss law. The application of the United Nations Sales Convention on Contracts for the International Sale of Goods (UN Sales Convention, in force since 1 March 1991) is expressly excluded in full.
2. The parties agree to Baden, Canton of Aargau, Switzerland, as the place of jurisdiction.
3. Disputes between the Purchaser and the Contractor are to be settled by the ordinary courts.
4. Differences of opinion do not entitle the Contractor to interrupt the work or to refuse to perform any work or deliveries pursuant to the contract. Likewise, the Purchaser is not entitled to withhold payments which have become due.

Art. 14 Place of performance

1. The place of performance for delivery of the goods is the intended place of destination.
2. The place of performance for payments is Baden.