

GENERAL WORK CONTRACT TERMS AND CONDITIONS (GTCS)

1 Scope of application

These General Terms and Conditions (GTCS) shall apply to all work contracts as defined by Art. 363 et seqq. of the Swiss Code of Obligations between JOMOS Brandschutz AG (we / us) as the contractor and our clients (you / you) as the customer who undertakes to pay for that work.

Unless otherwise provided for in the present GTCS, the SIA standard 118 (year: 2013) / the SIA standard 111 (year: 2013) shall apply.

Your General Terms and Conditions which are in conflict with or deviate from ours shall be applicable only if they have been confirmed by us in writing.

2 Offers and Conclusion of the contract

Your orders shall become binding upon mutual signature of the work contract or once we confirm the order in writing (contract).

Our offers in quotes, brochures, catalogues, price lists and other performance descriptions and documents - including in electronic form - shall not be binding until the contract has been concluded.

3 Scope of performance

The content and scope of the performance to be rendered by us shall be evident from the following documents which shall form integral parts of the contract (the order in which they are enumerated reflects the order of priority):

1. confirmation of the order or work contract;
2. the present GTCS;
3. tender documents and project plans;
4. offer;
5. JOMOS Guideline concerning occupational and health safety;
6. SIA standard 118 General Conditions for Construction Work (year: 2013) / SIA standard 111 Model Planning and Consulting (year: 2014);
7. the technical conditions of the other relevant SIA standards in force at the time of the contract's conclusion and the standards established by other professional associations in contract with SIA, provided that they are locally and generally accepted as codes of building practice.

If the contract includes the sale of Products from us to you, our General Sales Terms and Conditions (jomos.ch/agb) shall be applicable to these sales.

4 Dates

The dates indicated in the contract shall be complied with by us to the best of our abilities, but they shall be deemed to be approximate only and, in particular, they shall not be understood to be fixed dates.

If we are in default, there shall be no liability for any damage caused by the delay or for any damage suffered as a result of the non-performance. Your rights shall be limited to demanding subsequent performance.

5 Prices

Except as otherwise agreed, the following provisions shall apply to the remuneration of our performance:

- a. The prices shall be understood to net prices plus the value added tax (VAT) currently in force.
- b. Ancillary services such as auxiliary work, transports, storage, maintenance and surveillance of the equipment, machines and the like shall not be included.
- c. Compensation for night and Sunday work (if any) shall not be included in the work price.
- d. Any work payable at hourly rates, and any expenses shall be invoiced on the basis of daily reports at our hourly rates in force from time to time without any rebates and discounts.

6 Terms of payment

Except as otherwise agreed in writing, we shall be authorised to invoice payments on account as follows: 30% upon conclusion of the contract, 30% upon delivery of the material, 30% upon putting into operation and 10% upon acceptance / delivery having been actually effected (Ablieferung).

Unless agreed otherwise, the payment term is thirty (30) days net from the invoice date. Payment shall be made in Swiss francs. After expiration of the payment deadline, you owe us default interest in the amount of 5% per year without a reminder.

If we have to send a reminder in respect of an invoice amount due, we shall be authorised to charge a reminder fee of CHF 30.00 per reminder.

No offsetting of your claims against us shall be permissible.

7 Sub-contractor

We shall be authorised to use sub-contractors for the fulfilment of the contract.

8 Your duties of cooperation

You must inform us in writing of official conditions and requirements which may be imposed e.g. in the course of permit proceedings or in an inspection report of the cantonal agency.

It shall be up to you to obtain all permits.

Prior to the start of the works, you shall be under an obligation to indicate the position of all hidden heavy current, gas, water or similar lines / systems. In addition, you shall be under an obligation to inform us of all hazardous substances, including, but not limited to, asbestos and mineral wool, in the ceilings, walls and floors.

You shall make sure that the building and the plant are freely accessible for vehicles and that the requirements on the part of the builder have been fulfilled in time in accordance with the contract.

In addition, you shall be under an obligation to inform us immediately in writing of all circumstances, events or findings which may jeopardise or impede the contractual and timely fulfilment of the performance. In such a case, we will adapt our scheduling and shall be authorised to charge additional expenses.

9 Place of performance and transfer of risks

The place of performance shall be the place in which the work is performed.

Upon notification of completion / delivery of the work having been actually effected, the benefits and risks shall be passed to you.

10 Acceptance / actually effected delivery (Ablieferung)

We shall notify you of the completion of the work and retain the right to suggest to you a date for the joint inspection of the work (acceptance) or of self-contained parts of the work (partial acceptance) within one month. You shall take part in the acceptance. If you do not take part or if you refuse to accept a date, the work shall be deemed to have been accepted one month after notification of completion.

The results of the inspection shall be recorded in an acceptance report which shall be signed by both Parties, even if no defects have been detected.

Insignificant defects shall not prevent acceptance.

If there are significant defects, we will agree a binding deadline for the elimination of the defects at the date of acceptance,

acceptance will [then] be interrupted and continued after the elimination of the defect(s) within one month.

If we do not demand joint inspection for work acceptance purposes, delivery of the work shall be deemed to have been actually effected upon notification of completion and/or handover. You shall be obliged to inspect the work immediately and to inform us of any defects in writing. Claims resulting from defects identifiable during a routine inspection shall become extinct, unless you notify us of them within seven (7) days of delivery of the work having been actually effected.

11 Warranty

The warranty period shall begin upon acceptance or delivery having been actually effected and shall be two (2) years, if you act in the capacity of consumer, or one (1) year, if you act in a professional capacity. Unless otherwise agreed in writing, your claims resulting from defects shall become extinct, unless you notify us of them in writing within seven (7) days after you discovered them. You shall be liable to furnish evidence that notification of the defect has been given in time.

Our liability for defects shall be restricted to the fact that we, at your discretion, rectify the defect(s) in respect of the work, or reimburse the price for defective performance. Any additional warranty or liability for defects, in particular for consequential damage caused by a defect (e.g. fire damage, profit loss, etc.) shall be excluded to the extent that this is permissible under the law.

There shall be no warranty obligation, insofar as the defect is attributable to unsuitable or improper use, any improper assembly, change or maintenance by you or by third parties, natural wear and usual tear, excessive use, unsuitable components or external influence affecting the function of the plant (e.g. extraordinary changes in environmental conditions such as temperature, humidity, dust).

12 Restriction of liability

To the extent permissible under the law, our liability for slight negligence as well as for the conduct of auxiliary persons and sub-agents shall be excluded. In terms of the amount, our liability shall be limited to the amount of the order. Liability for intent and gross negligence and for culpable violation of life, limb or health shall remain unaffected; this shall also apply to the mandatory liability under the Product Liability Act.

13 Force Majeure

We shall retain the right to stop our work or to withdraw from the contract, if a case of force majeure occurs, e.g. directions from authorities, war, terrorism, epidemic, pandemic, strike, disturbance on the part of suppliers, supply blockages, floods, fire and shortage of raw materials.

14 Data protection

You expressly agree that we will process your data collected within the framework of the business relationship, including any personal data, for the purposes of order processing, contract management, handling of warranty cases, comprehensive support and advice, as well as for statistical analyses and for compliance with legal obligations. The data will be processed only for such a period of time as is needed to fulfil the intended purpose. If the intended purpose no longer applies, the data will be erased completely.

We shall be authorised to disclose your data to other companies of the JOMOS group and to order data processors in Switzerland who have been called in.

We will process your data on the basis of Art. 4 and 6 of the Swiss Data Protection Act.

You shall have the right at any time to receive information on your processed personal data free of charge and, if need be, to correct them, to restrict or prohibit any further use of this personal data or to revoke the consent to any further data processing, to file an objection against any further processing and to have the personal data erased, unless there is a legal retention obligation or unless the personal data are absolutely required to fulfil the contract.

In the event that the contact or invoice data change while the contractual relationship is still ongoing, you shall be responsible for the fact that such data is updated with us in time.

For data processing purposes, you may contact us at: info@jomos.ch.

15 Rights to the work results

The rights to all work results prepared in connection with the performance under this contract shall remain with us.

Therefore, we will grant you the non-exclusive, irrevocable, unlimited right in terms of territory and time, to make unrestricted and full use of the prepared work results from handover thereof for known and unknown types of use and technologies.

16 Confidentiality

You are obliged to maintain confidentiality in respect of any business secrets, information such as offers, cost estimates, maps, sketches, drawings and calculations, and confidential documents which you have received from us, and use them for no purpose other than for that of the fulfilment of the contract. You shall undertake to impose identical confidentiality obligations on your employees and on your vicarious agents. This

confidentiality obligation shall survive the termination of the contractual relationship between us.

17 Early termination

We shall have the right to terminate the contract with you with immediate effect and stop any additional performance, if

- a. you are late with payments fourteen (14) days after you have been sent a reminder;
- b. bankruptcy or debt composition proceedings have been initiated against you or if you become insolvent;
- c. you have violated your contractual obligations under the present GTCS or other contracts between you and us and fail to restore the state in conformity with the contract within fourteen (14) days after our reminder in writing.

18 Modifications to the Contract

Any modifications and additions to the contract (including the present provision) shall require the written form in order to be valid.

19 Notices

All notices given by you to us shall be directed in writing to our post address or email address, as agreed in the respective contract or later indicated.

The written form shall mean notices both by letter and by electronic mail.

20 Applicable law and place of jurisdiction

The present General Terms and Conditions as well as all other contracts between you and us which concern the preparation of a work by us shall be governed by Swiss law without any regard to the applicable conflict of laws provisions.

The place of jurisdiction for all disputes in connection with the contract shall be our place of business which currently is in Balsthal. However, we reserve the right to bring action in the court of your place of residence.