

General Terms and Conditions for Subcontractors of the Companies of Bouygues Energies & Services in Switzerland and Equans Switzerland Facility Management Ltd.

Version 1 November 2021

1. General

These General Terms and Conditions for Subcontractors apply to all subcontractor agreements with companies in Bouygues Energies & Services in Switzerland. Bouygues Energies & Services in Switzerland (hereinafter "Bouygues" or "the Principal") includes the following companies:

- Bouygues E&S EnerTrans Ltd., Oltnerstrasse 61, 5013 Niedergösgen
- Bouygues E&S InTec Switzerland Ltd., Förlibuckstrasse 150, 8005 Zurich
- Bouygues E&S Process Automation Ltd., Rötzmattweg 115, 4600 Olten
- Equans Switzerland Facility Management Ltd.
- Kummier+Matter EVT Ltd., Buckhauserstrasse 22, 8048 Zurich

General terms and conditions and other contractual terms of subcontractors and sub-suppliers shall not apply. General terms and conditions and other contractual conditions of the contractor or third parties shall only apply to the extent that Bouygues has expressly consented thereto in writing.

The subcontractor shall render the goods and services stipulated in the order in a professional and diligent manner. These also include all the deliveries and services that were not explicitly requested by Bouygues but that are necessary or usually required for the specified function of the subject of the agreement.

All agreements and legally relevant declarations of the parties shall be valid only if they are made in writing.

In case of discrepancies between the other language versions of this ASub, the German version shall prevail.

2. Period for Review of Final Invoice

The period granted for review and approval of the correct final invoice of the subcontractor is 45 days (in derogation from Art. 154(2) of SIA Standard 118:2013). Incorrect final invoices shall be returned to the subcontractor for correction. The period for review and approval of final invoices restarts upon receipt by Bouygues of the corrected and correct versions. Any reminder/collection letters initiated by the subcontractor with respect to the incorrect invoices are null and void and invoices from the subcontractor associated with them shall be rescinded.

3. Prices and Payment Terms, Value Added Tax

The prices stated in the order are fixed prices. They include all costs, fees and other expenditures necessary for the performance of the agreement. In the event of faulty delivery and/or performance, payment shall not be due until 45 days after the faulty has been duly rectified and/or substitute delivery or performance provided. Bouygues does not accept any cash on delivery consignments or bills of exchange (drafts). Any change in the VAT rate is applied automatically and on an accrual basis.

4. Compensation for Cost-Plus Work (Regiearbeiten)

If cost-plus work (Regiearbeiten) are not part of the contract or order, the local cost-plus rates (Regietarife) of the trade associations shall apply. Cost-plus work shall only be approved if commissioned by the company in writing in advance (except in cases of subsequently demonstrated urgency). Claims from urgent additional hourly-paid work shall be forfeit if the relevant cost-plus reports (Regierapport) are not submitted to the company for review and approval within a maximum of three working days.

5. Billing and Payment

The requirements of requests for payment (instalment | advance payments) as per articles 144(2) and (3) Standard SIA 118 apply analogously to agreed partial payments (e.g. per payment plan). Invoices that do not meet these requirements shall be returned to the subcontractor for correction or supplementation. The rejected parts of the invoices or the invoice in its entirety shall not be due until a correct payment request (invoice) has been submitted. The Principal shall have discretion over whether rejected invoices are paid in part or not at all. The subcontractor shall not infer any rights with respect to approval of the final full invoice from partial payments or advance payments. Bouygues is entitled to withhold payments if the subcontractor fails to meet its obligations (incl. correct partial or final billing) under contract or as long as claimed faults have not been rectified. Withholding payments does not entitle the subcontractor to suspend or terminate its deliveries and/or services. The subcontractor is in any event obligated to render performance prior to receipt of a consideration.

6. Securities

Unless agreed otherwise, Bouygues shall be entitled to withhold 10% of all payments. Such withholdings shall be paid upon final acceptance (according to paragraph 16) and, if provided for, issuance of a valid contract guarantee by the subcontractor.

7. Delivery date, Delay Consequences of Delay

The delivery dates stated in the contract or order are binding. The subcontractor is obligated to promptly counter impending or identifiable delays and to inform Bouygues of such in writing. In the event the delivery date is not met, the subcontractor shall be in default without further notice. In the event of delay, Bouygues shall be entitled to insist on performance or if performance is not rendered within an appropriate grace period to waive subsequent deliveries and/or services, to execute or procure delayed deliveries and/or services itself at the expense of the subcontractor or to have a third party execute or procure the same and/or to withdraw from the contract. Claims for damages vis-à-vis the subcontractor are in any event retained; the same applies for any contractual penalties.

8. Best Available Technology

The subcontractor shall render a product/service that meets the currently recognized state of the art as at the date on which the contract is signed and accepted.

9. Obligations incumbent upon the Subcontractor

The subcontractor pledges to execute the agreed deliveries and services with care and in accordance with contract or order. This includes the following obligations. The subcontractor:

- reviews the records, plans, instructions and other documents provided within a reasonable period of time. The subcontractor shall promptly notify the company in writing, providing justification, of any errors, deficiencies, inappropriate instructions and the like. Failing to do so, the subcontractor shall bear responsibility for facts and circumstances that it discovers or would have been able to discover;
- Periodically notifies Bouygues of progress and obtains in a timely manner all specifications necessary for fulfilment of contract;

- does not perform any work nor renders any other manner of deliveries or services without first obtaining agreement in writing from Bouygues; otherwise claim to relevant compensation is forfeited;
- reviews measurements for correctness, checks them at the construction site and promptly notifies Bouygues of discrepancies;
- clarifies any ambiguities and inconsistencies with Bouygues in advance.

10. Insurance

Unless agreed otherwise, the subcontractor must have the standard extent of business liability insurance coverage, which provides at a minimum the following coverage (Art. 26(1) SIA Standard 118)

- CHF 3,000,000 coverage per event for personal injuries,
- CHF 3,000,000 coverage per event for property damage.

The subcontractor shall provide proof of coverage upon first request. The subcontractor shall notify the Principal in advance of any amendment to or cancellation of insurance coverage.

11. Place of Performance, Benefit and Risk and Transfer of Ownership

Unless agreed otherwise in writing, the place of performance for work and deliveries shall be the subject identified in the contract or order. The place of performance for payment is the domicile of the Principal.

For deliveries with an installation obligation, benefits and risks are transferred upon acceptance of the completed work by the owner-contractor, and for deliveries without an installation obligation, upon delivery to the place of performance specified by Bouygues. Ownership is transferred upon delivery to the place of performance, but no later than at the time when payment is made.

12. Changes to Orders

Art. 84 et seqq. SIA Standard 118 applies to changes to orders. In addition, the following applies: Bouygues shall alert the subcontractor to changes made to an order. If Bouygues fails to provide such notification, but the subcontractor believes a change has been made to an order, it shall notify Bouygues in writing prior to carrying out the work in question. In any event, the subcontractor shall notify Bouygues in writing when it believes that a change to an order will result in an adjustment to compensation and/or contractual deadlines or schedules.

Additional charges by the subcontractor must be applied for in writing (providing precise information on consequences in terms of schedule and costs) and approved by Bouygues prior to making the corresponding changes to the order. If changes are made without such prior application and/or without written approval from Bouygues, the parties agree that the change made to the order shall not entitle the subcontractor to any claims or additional charges.

In the event of changes to the order (reduction of services, partial or full withdrawal from contract), the subcontractor has no claim to any unrealised profits or other claims for damages for work not performed or deliveries not rendered. The applicability of Art. 84(3) SIA Standard 118:2013 and Art. 377 OR is waived.

13. Payment Terms

Unless agreed otherwise, compensation is provided through instalment payments (partial or advanced payment) per Art. 144 et seqq. of Standard SIA 118.

14. Scale

Under compensation on the basis of unit prices, an appropriate scale shall be prepared jointly between the subcontractor, Bouygues and site management, which must be approved by Bouygues. Unless expressly agreed otherwise by contract or in the order, the subcontractor is not entitled to request an adjustment of unit prices for additional or reduced volumes up to a difference of 40% of the scheduled amount (see Art. 86(3) Standard SIA 118).

15. Adverse Weather Conditions

In further clarification of Art. 60(2) of Standard SIA 118 (2013): Compensation to be paid to employees per collective bargaining agreement but not covered by unemployment insurance is included in the subcontractor's offer and shall not be separately reimbursed.

16. Acceptance, Start-Up, Initial Operation

The pertinent provisions of Standard SIA 118 (Art. 157 et seqq.) as well as Standard SIA 118/380 apply with respect to acceptance, start-up and initial operation unless otherwise agreed by contract or in the order.

The subcontractor shall only be entitled to acceptance of the contractual object once the completed work has been accepted by the owner-contractors. In deviation from Art. 159(1) Standard SIA 118, the start-up and/or initial operation of the contractual object does not substitute for notification of completion by the subcontractor nor does acceptance occur thereby.

17. Warranty, Deadlines

Art. 172(1), Art. 174(3) and Art. 180(1) of Standard SIA 118:2013 are waived and replaced by the following provisions: The supplier shall provide Bouygues with full legal and material warranty. The Supplier is liable for the proper quality and suitability of the contractual object it supplies both for customary purposes and for the designated purposes declared to the supplier, as well as for warranted properties.

The warranty period and period allowed for examination and providing notice of defect or deficiency is five years from acceptance of work. The warranty period and the period permitted for notice of defect is suspended by notice of defect until such time as the defects reported have been corrected. The five-year periods recommence for the affected element upon correction of the defect or replacement. Payments made by Bouygues to the subcontractor do not imply the waiver of the right to provide notification of defects.

In the event of a warranty claim, Bouygues is entitled at its discretion to request improvements (within a reasonable period), price reductions, substitute performance or rescission. The subcontractor shall bear all costs associated with the correction of the defect (including transport, costs of installation and de-installation and travel expenses). In urgent cases and if the Supplier fails to correct defects or fails to properly correct defects during a reasonable period of grace, Bouygues shall also be entitled to correct the defect itself, or have it corrected by a third party, at the expense of the supplier (substitute performance), or to procure replacement. Bouygues explicitly retains in any event the right to additional claims for damage.

If during the warranty period it is disputed whether a claimed defect constitutes a deviation from contract and therefore whether a defect within the meaning of Standard SIA 118 is present, the burden of proof lies with the subcontractor.

General Terms and Conditions for Subcontractors of the Companies of Bouygues Energies & Services in Switzerland and Equans Switzerland Facility Management Ltd.

Version 1 November 2021

18. Liability and Indemnification

On principle, the statutory provisions regarding liability shall apply. If the subcontractor's work or the material it supplies should be defective, the subcontractor must also bear in full the costs of identifying the defects, including any costs for the de-installation and installation of the contractual object in a facility upon initial request by Bouygues. The Supplier shall indemnify Bouygues against all third party claims in connection with the contractual object arising from product liability and protection of intellectual property rights and shall hold Bouygues entirely harmless upon initial request. At the initial request by Bouygues, the subcontractor shall contest such claims at its own cost.

19. Contractual Penalties

In the event of default, the subcontractor shall pay a contractual penalty of 1.5 % of the contract sum per week of default, due from the first day of default, unless otherwise contractually agreed or the contractual penalty has been expressly excluded. Payment of the contractual penalty does not release the subcontractor from compliance with or fulfilment of its contractual obligations; it is also liable for any potential claims of damage. Bouygues is further entitled to assert its right to contractual payment at any time and to offset it with claims by the subcontractor. The contractual penalty is not cancelled by changes to schedules or deadlines. In the event of changes to schedules or deadlines, the due date of a contractual penalty shall be determined by the new deadlines and schedules.

20. Safety and National Regulations

The subcontractor guarantees that the contractual object it is to supply is the current state of the art and meets all the applicable safety requirements and technical standards (incl. the applicable regulations of the country of destination, if these are known). The subcontractor shall upon request prepare the required standard certificates, data sheets and information on origin. The subcontractor is liable to Bouygues for all damage incurred by it as a result of failure to comply with these regulations and standards.

The subcontractor undertakes to act in accordance with all principles listed by Bouygues Energies & Services in the 'CSR Charter for suppliers and subcontractors' (<https://www.bouygues-es.ch/en/suppliers>). This Charter forms a component of the General Terms and Conditions for Subcontractors. Any failure to comply with the principles set out in this Charter shall constitute a breach of contractual obligations.

21. Labour Protection and Labour Law

If delivery involves the deployment of personnel, the subcontractor pledges to comply with all statutory provisions applicable to the deployment and recruitment of personnel, specifically with regard to employment contracts, undeclared employment, work and residence permits, safety, equal opportunity and social security contributions.

The subcontractor undertakes to take into account the guideline 'Occupational health and safety for temporary employees and subcontractors of the companies of Bouygues Energies & Services in Switzerland' (<https://www.bouygues-es.ch/en/suppliers>). This guideline is an integral part of the General Terms and Conditions for Subcontractors. Any failure to comply with the principles set out in this guideline shall constitute a breach of contractual obligations.

22. Wage and Working Conditions

22.1. Obligation of subcontractor to Comply with Minimum Wage and Working Conditions

The subcontractor pledges to fully comply with the collective agreement applicable to its trade. Specifically, the subcontractor pledges to comply with minimum wage provisions including bonuses and hour rules set forth in federal laws, directives of the Federal Council, collective agreements and standard employment contracts declared generally binding as per Art. 2(1) lit. a EntSG [Entsendegesetz, i.e. law on the posting of labour] (SR 823.20).

The subcontractor pledges to comply with the minimum working conditions set forth in federal laws, directives of the Federal Council, collective agreements and standard employment contracts declared generally binding such as hours and rest periods; minimum length of holidays; occupational health and safety; protection of pregnant women, women in childbed, children and youths and non-discrimination, namely equal opportunity regardless of sex as per Art. 2(1) lit. b to f EntSG (SR 823.20).

22.2. Documents and Supporting Documentation

Prior to commencing work, and not later than the day on which the contract or order is signed, the subcontractor is obligated to plausibly demonstrate compliance with minimum wage and working conditions under Art. 2(1) lit. a and lit. b to f EntSG vis-à-vis Bouygues by means of relevant documentation in accordance with Art. 8b(1) and (2) EntSV.

Where there is good cause, the subcontractor shall of its own accord promptly inform Bouygues in writing of its compliance with wage and working requirements and re-certify such compliance by providing the pertinent documentation relating to the same. Good cause includes, in particular, significant changes to wage and working conditions in collective agreements of a generally binding nature, changes to a substantial part of the permanent workforce in Switzerland, changes to a substantial part of the employees customarily posted to Switzerland, as well as breach by the subcontractor against mandatory wage and working conditions.

22.3. Confirmation of Posting (Art. 8b(1) lit. a EntSV)

A posting confirmation shall be provided by foreign subcontractors. Subcontractors and employees shall provide a signed posting confirmation containing information on current salary in their country of origin, posting allowances and bonuses granted under Art. 1 EntSG, classification by wage bracket, and minimum wages and hour rules per the collective agreement generally declared applicable to service in Switzerland.

22.4. Self-Declaration Wage Terms (Art. 8b(1) lit. b EntSV)

Swiss subcontractors shall provide a self-declaration on wage and salary terms. The subcontractor's self-declaration verifies that it guarantees minimum wage terms. The following shall also be provided: a list of names with information on the employees who are to perform the work or a list of names of permanent staff in Switzerland, incl. information on classification by wage bracket, incl. minimum wage and hour rules per collective agreement generally declared applicable as well as written confirmation by the employees that they are receiving the minimum wage prescribed for their wage bracket.

22.5. Certification by PBK (Art. 8b(1) lit. c EntSV)

Subcontractors overseen by Swiss governing bodies must present a certification from the PBK. Certification of collective agreements declared generally binding by the joint enforcement body verifies that the subcontractor was examined for compliance with respect to wage and working conditions and no violations were identified.

22.6. Entry in the Professional Register (Art. 8b(1) lit. d EntSV)

Sub-contractors that are registered in a special professional register shall provide the entry in the professional register issued by the authority. The professional register verifies that there are no proceedings for violation of minimum wage and working conditions and that there have been no such violations.

22.7. Self-Declaration of Working Conditions (Art. 8b(2) lit. a EntSV)

The subcontractor shall provide a signed declaration on compliance with regulations on work and rest periods, minimum length of holidays, occupational health and safety, special protections for youths and female employees as well as pay equity.

22.8. Certificates (Art. 8b(2) lit. b EntSV)

Recognised certification of occupational health and safety.

22.9. Additional obligations of new Swiss subcontractors (Art. 8B(3) EntSG)

Subcontractors based or domiciled in Switzerland that have been registered in the Swiss Commercial Register for less than two years and that cannot provide "certification by PBK" or "entry in the professional register" are required to provide evidence to the company that it has submitted the self-declaration under Art. 8b(2) lit. a EntSV to the joint bodies per Art. 7(1) lit. a EntSG.

22.10. Registration at WORKcontrol / ISAB

On construction sites, which require registration with WORKcontrol or ISAB for access, the subcontractor must ensure the registration of all employees deployed independently, in his name and at his own expense.

23. Sub-contracting by the subcontractor (sub-sub-contracting work)

23.1. Prohibition on Subcontracting

Without explicit written sub-contracting authorisation from Bouygues, the subcontractor shall carry out the work assigned to it by contract or order itself. Sub-subcontracting work to third parties (sub-subcontractors) is not permitted. If the subcontractor violates the prohibition on subcontracting, it shall owe Bouygues at the latter's discretion a contractual penalty in the amount of 10% of the total contracted services per the job contract or per the final invoice.

23.2. Approved Subcontracting

Subcontracting work assigned by contract or order to a third party (sub-subcontractor, support person or the like) requires written approval from Bouygues. Written approval shall be obtained from Bouygues prior to commencing the relevant work, providing the job, supplier or service contract to be concluded with the third party.

The subcontractor pledges in supplement to Art. 29(4) Standard 118:2013 to incorporate all provisions of the job contract that serve to safeguard the interests of Bouygues in its contracts with subcontractors and the like and to bind them accordingly (back-to-back transference).

The job contract between the first-tier subcontractor and the third party (sub-subcontractor) shall prohibit the subcontracting of the work assigned subject to imposition of a contractual penalty for violations of the same, and the third party (subcontractor) shall pledge in writing to comply with minimum requirements with respect to wage and working conditions under Art. 2(1) lit. a to f EntSG. If work assigned by contract or order is approved for sub-subcontracting to a third party (sub-subcontractor), the first-tier subcontractor further pledges to plausibly demonstrate to Bouygues that the third party (sub-subcontractor) is compliant with requirements as regards minimum wage and working conditions per Art. 2(1) lit. a to f EntSG on the basis of documents and records prior to concluding the contract and shall present such documentation to Bouygues prior to commencing work within the meaning of Art. 5(3) EntSG in conjunction with and in accordance with Art. 8b EntSV. If the subcontractor violates the above rules in respect of sub-subcontracting by having work performed by a third party (sub-subcontractor) without written approval from Bouygues, it shall owe Bouygues at the latter's discretion a contractual penalty in the amount of 10% of total contracted services per job contract or per final invoice.

In the event the subcontractor has problems providing payment, in the event of serious disagreements between the subcontractor and its sub-subcontractors or the like, or for other significant reasons, Bouygues may after consulting with the parties involved pay the sub-subcontractors or the like directly or deposit the amount with them, with either course of action having a discharging effect on the subcontractor.

24. Penalty

If a fine is imposed on Bouygues in connection with compliance with minimum wage and working conditions by the subcontractor and/or its agents and if the subcontractor has not or has not fully complied with its obligations under Nos. 22 et seqq. above, the sub-contract shall owe Bouygues a penalty amounting five times the amount of the final legal fine imposed by the relevant public authority, however not exceeding CHF 50,000 per instance. The penalty shall be in addition to any damages owed. Bouygues is further entitled to assert its right to impose the penalty at any time and to offset it with claims by the subcontractor.

25. Workplace Safety | Health and Environmental Protection

25.1. Safety Regulations

The subcontractor pledges to comply with all safety regulations of general applicability and any special regulations specific to the construction site imposed by statute or by the owner or Bouygues. This also includes, in particular, applicable SUVA regulations, the accident insurance law act (Bundesgesetz über die Unfallversicherung [UVG]), the industrial law act (Arbeitsgesetz [ArG]), the construction worker regulation (Bauarbeitenverordnung [BauAV]), compliance with environmental laws as well as regulations relating to handling hazardous or toxic substances. Lastly, other instructions by Bouygues shall also be observed.

25.2. Site Management

The subcontractor shall designate an employee who is responsible for occupational health and safety and for environmental matters.

General Terms and Conditions for Subcontractors of the Companies of Bouygues Energies & Services in Switzerland and Equans Switzerland Facility Management Ltd.

Version 1 November 2021

25.3. Oversight

Bouygues is entitled to monitor compliance with the above safety regulations and issue appropriate instructions. Such monitoring or issuance of instructions shall not, however, release the subcontractor from its responsibilities.

25.4. Suspension of work for Gross Violation

Bouygues retains the right under any circumstance to order the immediate suspension of work in the event of gross or repeated lesser violation of obligations or violations of safety regulations. In such event, the subcontractor shall be required to take all necessary measures to end the violation of its obligation and may resume work only once all applicable safety regulations are being met. Such measures do not entitle the subcontractor to either adjust its compensation under this contract or to assert a claim for damages or to alter deadlines or schedules. Bouygues is entitled to assert a claim for damages against the subcontractor and to offset against claims of the subcontractor.

26. Quality Management (QM), Q Priorities

The quality priorities stipulated in the contract or order identify significant project requirements which the subcontractor shall concentrate its QM measures: Occupational safety, environment, functionality, costs, deadlines, project management

The subcontractor is responsible for the quality of all the work its supplies and the services it renders per contract. It bears responsibility for executing the contract's QM requirements throughout its organisation and by its sub-subcontractors, sub-suppliers and like entities.

The subcontractor continuously monitors project risks in its area of responsibility and undertakes necessary QM measures to contain them. It shall promptly notify Bouygues in writing of known, relevant project risks.

27. Public Fees | Social Benefits

27.1. Suva [Swiss accident insurer] and AHV [old-age and survivor's insurance]

The subcontractor is an independently operating subcontractor and is registered as such with Suva and AHV. It is obligated to verify its status as an independently operating entity and must present a subordination decree or the ruling by both Suva and AHV.

It shall account for wages subject to premiums with both Suva as well as AHV. Upon request from Bouygues, the subcontractor shall provide written evidence that premiums are being properly paid. In case of doubt, Bouygues may request that the amounts owed be secured or pay these to Suva or AHV directly with discharging effect and offset the premium payments with compensation due the subcontractor.

27.2. Other social insurance contributions

The subcontractor is obligated to pay all other social insurance contributions incurred.

27.3. Value Added Tax (VAT)

The company applies the pre-tax deduction for subcontractor services. The subcontractor shall, therefore, account for the revenues accruing from services and deliveries as per the requirements under Art. 37(1) lit. a to f VAT Act.

The VAT shall be shown on all invoices.

27.4. Withholding Tax

The subcontractor is obligated to collect and deliver the statutory withholding tax.

28. Written Requirement

28.1. Contract Amendments, in particular Order Modifications

Modifications (including changes made to orders) and amendments made to the contract and to its constituent parts shall only be valid if they were agreed in writing in advance by the contractual parties.

28.2. No Tacit Amendment

The parties expressly declare that they recognise the foregoing formal requirement as the contractually reserved valid form. It may be amended by written agreement, not tacitly.

28.3. Continuance of Formal Requirement

Should work or services nevertheless be performed and approved by the subcontractor without complying with the foregoing formal requirement, this shall not release the parties from compliance with the agreed written form for further work or services performed by the subcontractor nor from the principle that the company does not under any title owe compensation to the subcontractor for deliveries and/or services provided or rendered by the subcontractor without prior written agreement.

29. Construction Worker Lien (Bauhandwerkerpfandrecht)

The subcontractor warrants or pledges the company in accordance with Art. 111 OR [Swiss Code of Obligations] that no construction worker lien has been declared or registered on the part of its sub-subcontractors, assistants or suppliers. Should this nevertheless be the case, the subcontractor pledges upon initial request by Bouygues to pay an appropriate cash security to Bouygues or the relevant court cashier, so that no construction worker lien is either provisionally or definitively registered or that such is promptly deleted.

30. Reporting duties with respect to personal injuries and/or property damage

All incidents involving personal injuries as well as incidents that could pose a hazard to a building, groundwater, public and private transportation or to the general public or which concern damage to facility or supply lines shall be reported immediately by phone and forthwith in writing (with a copy sent to Bouygues) to the relevant office with responsibility for the objects at risk.

As a precaution, the subcontractor shall also promptly report these incidents to its insurer. Damage and costs of any nature arising from a delay in reporting to the insurer shall be borne in full by the subcontractor.

31. Confidentiality

The subcontractor pledges to use details of the order and other expertise, data and information of any kind of which it has become aware in connection with the order only in the context of the contractual purpose, and to treat such information as confidential. Any other use shall require prior written consent from Bouygues.

32. Prohibition on assignment or pledging

The subcontractor is prohibited from transferring, assigning or pledging either wholly or in part claims or the contract in its entirety to third parties without the prior written approval of Bouygues.

33. Advertising

References to the business relationship with Bouygues and use of the Bouygues brand for promotional or like purposes shall require prior written approval by Bouygues.

34. Severability clause

Should individual provisions of the contract (incl. this clause) contain loopholes, prove legally invalid or be unenforceable on legal grounds, the validity of the other provisions in the contract shall remain thereby unaffected. The parties to the contract shall, in such event, agree to replace the provision in question with an effective provision that is as close as possible to the original provision in terms of commercial effect.

35. Place of jurisdiction and applicable law

The exclusive place of jurisdiction is the domicile of the Principal. However, Bouygues is also entitled to sue the subcontractor at its domicile.

Substantive Swiss law shall apply exclusively in any disputes that arise from the legal relationship or in connection thereto. The provisions of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 as well as the conflict-of-laws rules of the Swiss federal code on international civil law are explicitly waived.

Zurich, 1 November 2021

Bouygues E&S EnerTrans Ltd.
Bouygues E&S InTec Switzerland Ltd.
Bouygues E&S Process Automation Ltd.
Equans Switzerland Facility Management Ltd.
Kummler+Matter EVT Ltd.