

## 1. Application of the General Terms and Conditions of Business

These General Terms and Conditions of Business (hereinafter "GTCs") of Bouygues E&S EnerTrans Ltd. (hereinafter "Bouygues") shall apply, irrespective of the legal nature of the relevant contract, to all agreed supplies and services of Bouygues (hereinafter "Contractual Object"). General terms and conditions, purchasing conditions and other contractual conditions of the buyer, purchaser or principal (hereinafter "Client") are not accepted.

All agreements and legally relevant declarations of the contractual parties, including amendments and supplements of these GTCs, must be in writing.

Should individual provisions of the General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. A provision which is as close as possible to the invalid provision and which is consistent with the economic intent and purpose of the contract shall replace the invalid provision.

In the event of discrepancies between the other language versions of these GTCs, the German version shall prevail.

## 2. Offer validity

The written offer of Bouygues shall be valid for a period of two months from the date of issue.

## 3. Duty of the Client to cooperate

The Client shall ensure the organisational and technical conditions to enable Bouygues to fulfil the contract correctly and on time. This shall, in particular, include the establishment of proper project organisation and the timely examination and acceptance of concepts, interim results and evaluations, etc. submitted by Bouygues.

Moreover, the Client shall be obliged to provide Bouygues, on time and in a suitable form, with all documentation, data and information required for the scope and execution of the deliveries and services to be rendered by Bouygues and to draw Bouygues' attention to special technical preconditions and specific local regulations.

## 4. Terms of payment

A deposit of 30% of the work contract price is due when the order is placed or the contract is signed. This shall not apply to planning work.

The payment period is 30 days net after invoicing. In the event of late payment, the Client shall pay interest on arrears of 5% p.a. from the 31st day.

The retention of payments or offsetting by the Client due to any counterclaims shall not be permitted. Any payment default shall entitle Bouygues to suspend services agreed or pledged by it and, after the expiry of an appropriate period of grace, to the complete or partial rescission of the contract. The right to enforce claims for damages shall be expressly reserved.

## 5. Deadlines

Bouygues shall be obliged to observe the agreed and pledged deadlines pursuant to the contract. However, if the necessary conditions for fulfilment of the contract are not guaranteed by the Client, Bouygues shall be released from observing the deadlines set for it. Impediments may, for example, be:

- the scope of work was retrospectively changed or expanded (deadlines must in this case be extended appropriately);
- necessary preliminary work or deliveries by the Client or third parties were defective, delayed or absent;
- the Client does not deliver the documents needed for the execution of the contract on time, in full or with the correct content or fails to meet other contractual obligations.

## 6. Force majeure

Cases of force majeure shall entitle Bouygues to postpone the provision of its deliveries and services for as long as the circumstances exist and the elimination of the direct consequences last take place. Such delays shall not entitle the Client to revoke or terminate the contract and do not entitle him to claim any damages. The term force majeure shall cover all circumstances for which neither Bouygues nor the Client is responsible and as a result of which rendering the delivery or service is made impossible or is unreasonably impeded for Bouygues, such as considerable operational disruptions, accidents, strikes, epidemics, war, lock-out and other labour conflicts, acts of terrorism, unrest, natural disasters, official measures or omissions, import and export bans, energy and raw material shortages, etc. as well as delayed deliveries by third parties if the delay is attributable to one of the above causes. The above list is not exhaustive.

## 7. Delivery deadlines

If a delivery deadline is not expressly agreed or guaranteed to be "fixed", it shall be deemed to be merely approximate. The delivery deadlines of manufacturing companies shall be decisive for equipment deliveries.

## 8. Material

Standard commercial (installation) material shall be used. Special wishes regarding materials must be agreed in the contract.

No liability shall be assumed for material delivered by the Client unless otherwise agreed in the contract.

## 9. Reservation of title

Goods, works and services shall remain the property of Bouygues until payment has been made in full. The Client shall be obliged to cooperate in measures necessary to protect the property of Bouygues. In particular, it shall authorise Bouygues to carry out, at its expense, the entry or priority notice of the reservation of title in public registers or similar documents pursuant to the applicable national legal regulations and to fulfil all formalities in this regard.

## 10. Examination and acceptance

Bouygues shall notify the Client of the conclusion of its deliveries and services. Thereafter, an acceptance discussion must occur between Bouygues and the Client within 30 days. Any defects must be recorded in a log, which must be signed by both parties. Bouygues shall not be liable for defects asserted later unless the Client proves that these could only be determined after acceptance.

Should the Client and Bouygues be unable to agree, on the occasion of the acceptance discussion, which defects are to be included in the log, the points disputed and the further procedure must be indicated separately in the log. Minor defects that do not impair functionality shall not prevent acceptance; they shall be recorded in the log and, if applicable, be completed as guarantee work.

If the discussion does not occur within the period mentioned through no fault of Bouygues, the services of Bouygues shall be regarded as accepted upon expiry of the period, even if no corresponding log was drawn up. The same shall apply if the Client commences productive operation. Guarantee claims for defects that would have been discovered by the Client on the occasion of the omitted examination subject to customary diligence shall lapse.

These provisions shall apply analogously for acceptances in the event of early contract rescission and in the event of the conclusion of contractually agreed work stages.

## 11. Guarantee

Bouygues shall guarantee that it renders its deliveries and services with the diligence customary in the industry and subject to observance of the instructions issued in writing by the Client. As is customary in the industry, Bouygues shall assume no responsibility for the freedom from errors of programs, software and documentation.

Complaints must be made with respect to defects within ten days of the Client discovering them; otherwise, the rights deriving from the guarantee shall be forfeited. If a repair or replacement is carried out, the warranty or guarantee period shall not be extended.

The guarantee period shall be two years from the acceptance of the deliveries and services, with the exception of deliberately concealed defects. As a maximum, the particular guarantee or warranty of the corresponding manufacturer/supplier shall apply in each case for equipment and machinery. In the event of a guarantee claim, Bouygues can at its discretion eliminate the defect through subsequent improvement, provide defect-free goods or works in exchange or grant an appropriate price reduction. In addition, the guarantee is conditional on contractually compliant use.

Defects shall be excluded from the guarantee if they are attributable to circumstances for which Bouygues is not responsible, such as

- a change of the use and operational conditions at the Client, unless these were agreed in advance with Bouygues;
- influences due to a third-party contribution or hardware and software not supplied or accepted by Bouygues;
- operating errors by the Client or third parties.

## 12. Patents and other property rights

Bouygues shall guarantee that the Contractual Object does not breach third-party property rights.

### 12.1. Assertion of third-party claims against the Client

Should third parties assert claims against the Client as a result of the alleged breach of property rights in connection with the Contractual Object, the Client shall immediately inform Bouygues of this in writing. The realisation of corresponding defensive measures by the Client shall in all events require express prior approval by Bouygues. On the request of Bouygues, the Client shall immediately transfer the realisation of all defensive measures against such alleged claims to Bouygues, including litigation management and the right to conclude court proceedings or out-of-court proceedings on behalf of the Client. Provided that the Client meets these obligations and it neither caused, was guilty of nor knew of or should have known of the alleged breach of property rights, Bouygues shall indemnify and hold the Client harmless.

### 12.2. Assertion of third-party claims against Bouygues

If legal action is taken against Bouygues due to the breach of a property right in connection with the Contractual Object, or if it appears likely to Bouygues that such action will be taken, Bouygues at its discretion shall either procure the right for the Client to make further use of the Contractual Object or replace it or change it in such a way that the breach of property rights no longer exists and the Contractual Object is also suitable for the use intended by the Client after the corresponding alteration. Bouygues shall also be entitled to withdraw the Contractual Object in whole or in part and reimburse the Client for remuneration paid to Bouygues for it.

Liability for damages under this section shall be limited to twice the amount of remuneration paid by the Client to Bouygues for the portion of the Contractual Object affected. In the event of recurrent usage fees, liability shall be restricted to the amount of the usage fee that the Client would have to pay for the duration of 24 months. This list of the claims to which the Client is entitled vis-a-vis Bouygues as a result of the infringement of third-party property rights is conclusive.

Should the property rights breach arise as a result of the Client using the Contractual Object for purposes other than those intended or in combination with programs or installations not supplied by Bouygues, Bouygues shall be expressly released from any liability.

## 13. Preliminary dimensions

Any preliminary dimensions and unit numbers listed in the offer shall be approximate. They can be undershot and exceeded without the Client being entitled to changes in the set unit prices as a result. They shall apply as the calculation basis for the offer. The effective dimension shall be binding.

## 14. Interpretation

If a description in the offer, these GTCs or in the contract permits various interpretations and this is not settled in writing before performance of the work, the interpretation of Bouygues shall be regarded as binding.

## 15. Prices

In the absence of an agreement to the contrary, the prices of Bouygues shall be net in Swiss francs (CHF), excluding VAT, fees, charges, customs duties, transport, packaging, insurance, installation/assembly, commissioning, training, user support, etc. The Client must assume general price increases in materials during the order.

Work and services not agreed, in particular changes requested by the Client or other additional work, shall be charged for by Bouygues using a force-account approach.

## 16. Force-account work

The force-account prices valid at the time of settlement shall apply. Work can be charged for on a monthly basis.

## 17. Unit prices

Unit prices not included in the contract shall be set based on the calculation documents valid at the time of the supplementary offer, unless otherwise agreed in writing.

## **18. Flat-rate and global contracts**

In the case of the flat-rate and global assumption of an order, only the items with additional and reduced work vis-a-vis the preliminary scope are to be measured. The terms of the offer shall be used as a factor in this regard for calculating the unit prices.

## **19. Ownership/confidentiality**

The Client shall undertake to use know-how, data and other information of Bouygues that is not generally accessible and of which it becomes aware only in the context of the contractual purpose and to handle this confidentially. The duty of confidentiality shall also continue after termination of the contractual relationship.

Such items may not be made accessible to third parties, in particular competitors, without the prior written permission of Bouygues. In the event of an infraction, Bouygues expenses must be compensated with 10% of the offer amount (the right to additional damages shall be reserved).

## **20. Liability**

Bouygues shall be liable for proximate and direct losses that Bouygues culpably caused during contract fulfillment up to a total amount of CHF 1,000,000 (one million Swiss francs). Any additional liability for losses of all kinds and on whatever legal basis shall be contractually excluded to the degree permissible by law, for example, in particular, liability for indirect losses, consequential losses, unforeseeable losses and purely financial losses (e.g. loss of sales, lost profit, lost savings, recourse claims, etc.). Liability for personal injury shall remain unlimited. The conversion right shall be excluded in any case.

## **21. Third-party services**

Bouygues can have the contractual obligations assumed fulfilled by third parties. In this case, Bouygues shall be liable for due care in the selection and instruction of the third parties involved.

## **22. Early contract rescission**

Both contractual parties shall be obliged to render their contractually agreed services in full up to the time the contract rescission takes effect. However, in the event of a contract rescission as a result of the insolvency or inability to pay of the Client, this obligation shall only exist for Bouygues if the Client previously ensures the payment of the services still to be rendered.

In the event of early contract rescission, Bouygues shall be entitled to remuneration for the work performed up to the rescission. Moreover, should the Client rescind the contract unilaterally, Bouygues shall be entitled to compensation for the loss arising from this rescission or loss of sales.

## **23. Terms and conditions for recurring services**

### **23.1. Price clause**

Unless agreed otherwise in writing, the current price information of Bouygues at the time of contract conclusion shall be regarded as agreed. Bouygues reserves the right to adjust its prices at any time and without notice.

### **23.2. Cancellation period**

Both parties can cancel the contract subject to observance of a period of six months.

### **23.3. Default of payment**

Any default of payment shall entitle Bouygues to suspend the services agreed or guaranteed by it.

## **24. Place of jurisdiction and applicable law**

The exclusive place of jurisdiction is at the registered office of Bouygues. However, Bouygues shall also be entitled to sue the Client at its place of business.

The legal relationship shall be governed exclusively by Swiss substantive law. The provisions of the "Vienna Convention on Contracts for the International Sale of Goods" (CISG) as well as the conflict of laws provisions of the Swiss Federal International Private Law Act are expressly excluded.

## **25. Final provisions**

Rights and obligations from the contract can only be assigned to third parties by the Client with the written consent of Bouygues.

These GTC shall comprise the entire contractual intent of the parties concluding the agreement, together with the agreement/agreement for work and services. The agreement/agreement for work and services and GTC shall replace all previous written and oral arrangements between the parties in this regard. No ancillary agreements were reached between the parties. All addenda or supplements to these GTC or corresponding agreements must be in written form and require confirmation by the parties for their validity. This shall also apply to rescission of the written form requirement.

Should a provision of these GTC not be enforceable or be invalid, it shall only lapse to the extent of its non-enforceability or invalidity and must otherwise be replaced by a valid and enforceable provision, which a bona fide party would regard as an adequate economic replacement for the invalid and/or unenforceable provision. The remaining provisions of these GTC shall remain in binding force under all circumstances. This shall

Bouygues expressly reserves its right to amend these GTC at any time. The client shall be notified of the new terms and conditions and, if there is no written objection, they shall be deemed approved within one month.

The German version shall prevail over the English version in the event of discrepancies between the two versions.

Niedergösgen, 7 July 2022

Bouygues E&S EnerTrans Ltd.