

## General Terms and Conditions

### 1. Scope of Application

These General Conditions shall apply to all provisions of services carried out by Veolia Industry Building – Switzerland AG (V.I.B.S. the « Provider ») via an order (the « Order ») made by the Customer (the « Customer »), whether the Order comes with a business proposal of the Provider or not. By placing an order with the Provider, the Customer accepts these General Conditions of Sale without qualification and in their entirety to the exclusion of any other document, in particular the general purchasing conditions of the Customer. Therefore, any contrary clause proposed by the Customer shall not, unless explicitly agreed in writing, bind the provider, regardless of when the Provider received knowledge of the client's clause.

### 2. Definitions

During the relations between the Customer and the Provider in the performance of an Order, the following terms shall have the following meaning:

**ORDER:** means all orders that are based on any form of purchase of an object (purchase agreement), the creation of a work according to an agreement for work and services and/or the provision of services

**EQUIPMENT:** means, when appropriate, any equipment, product or spare part provided by the Provider via an Order.

**CUSTOMER'S EQUIPMENT:** means any equipment, product, facility which is on the Customer's place and has to do with the SERVICES.

**SERVICES:** means any service, work and/or sales activities provided by the Provider during the course of the Order.

**PARTIE(S):** means the Provider and/or the Customer.

### 3. General Obligations of the Parties

#### 3.1. Customer's Obligations

For the performance of the Order, the Provider shall have access to the Customer's facility and the CUSTOMER'S EQUIPMENTS relating to the SERVICES. The Customer shall also provide the Provider with any and all required information and document during the performance of the SERVICES. In particular, the Customer shall make the Provider aware of any and all specific conditions regarding the performance of the SERVICES related to facility of CUSTOMER'S EQUIPMENTS (especially intervention site's safety standards, possible dangers related to facilities/ surrounding equipment) and keep the Provider informed about any and all changes in these conditions. At any moment, the Provider may refrain from performing the SERVICES related to an Order if it appears that some of requirements for fulfilling the SERVICES are not satisfied, especially as regards safety standards.

#### 3.2. Provider's Obligations

The Provider's commitments constitute an obligation of means whereupon the SERVICES shall be performed under the professional rules used and, when appropriate, as per terms of the Order. The Provider may delegate the performance of SERVICES to an associate. The Provider warrants that the associates assigned to perform SERVICES are selected and instructed in accordance with law. Liability for the activities of an associate is fully excluded. Notwithstanding the above, in those cases where the Order implies the reach of strictly quantified targets, this obligation becomes an obligation of results. In case of defects in the work or deviations from the contractual terms, the

customer may only demand a reduction in price in proportion to the decrease in its value or rectification. Liability is excluded to the extent permitted by law. The Provider shall warn the Customer if it faces difficulties which may affect the performance of the Order during the performance of the SERVICES.

### 4. Performance of SERVICES

#### 4.1. Preliminary screening

If necessary, CUSTOMER'S EQUIPMENT might have an inspection before the performance of the SERVICES. The cost for this inspection, as well as any rehabilitation potentially needed, is borne by the Customer. When this rehabilitation is necessary, it shall be made as a condition of coming into force of the Order. The Provider decides on the necessity of such rehabilitation. If the customer refuses or does not offer an equivalent solution, the Provider may refuse to provide the services. Claims for damages by the customer for this are excluded.

#### 4.2. Terms of Delivery

The Provider will use all reasonable commercial efforts to fulfill the timeframe specified in its offer and/or the Order, subject to the occurrence of a case of force majeure as explained hereinafter in article 9 or any other event beyond the control of the Provider, its associates, suppliers or subcontractors.

Besides and in order to enable and facilitate the effective performance of the SERVICES, the Customer undertakes (i) to provide full information and documents to the Provider, such information shall be accurate and provided at the earliest opportunity, the Provider is not obliged to check these documents for correctness and completeness. The liability for any defects or consequential damages due to the total or partial incorrectness or incompleteness of the documents provided by the Customer is - as far as legally permissible - completely excluded - to make decisions on time and to get the necessary hierarchical approvals, delays, which occur due to the customer, do not lead to a liability of the Provider, missing powers of attorney, which are not obvious, bind the customer completely, a complete or partial cancellation of the agreement is excluded in this case, the customer obtains the necessary powers of attorney afterwards (iii) to appoint a contact vested with a decision-making authority and the corresponding power of attorney, (iv) to ensure that key protagonists and the contact, or their authorized and the above-mentioned representative to the Provider are available during the performance of the SERVICES, (v) to warn directly the contractually named contact person of the Provider of any possible difficulties that may arise during the performance of the SERVICES.

#### 4.3. Staff allocated to the performance of the SERVICES

The Provider holds the hierarchical and disciplinary authority on its employees and is exclusively authorized to give instructions to its associates; therefore, the Provider retains exclusive control over its employees and associates during the performance of the SERVICES. If Provider's employees intervene in Customer's premises, the Provider will ensure its employees comply with health and safety regulations; such rules shall be communicated by the Customer; it has to be specified that Customer's employees receive the same protection as the one given to Provider's employees. The Provider assures that its employees' situation is lawful and complies with the applicable Swiss law.



## 5. Conditions regarding EQUIPMENTS

### 5.1. Delivery

The Order sets, if necessary, the delivery terms of EQUIPMENTS.

### 5.2. Delivery Times

The Provider shall not be liable for the delay on the delivery of EQUIPMENTS when caused by force majeure event or any other circumstance beyond the Provider's control, its associates, employees, suppliers or subcontractors.

In the event of a delay, the Customer shall grant the Provider an appropriate time limit for the performance of the contract. No compensation for the costs is due until the expiry of this appropriate time limit.

If performance has not been rendered by the end of that time limit, the CUSTOMER may only demand compel performance in addition to any reimbursement of costs for the delay (negative contractual interest). Further claims do not exist.

### 5.3. Transfer of Property and Pass of Benefit and Risk

The transfer of property of EQUIPMENT to the Customer shall be effective only after fully payment of the price. Before this, EQUIPMENTS shall remain the exclusive property of the Provider and the Customer shall not transfer or dispose of them in any way.

Before the benefit and risk of the EQUIPMENT pass to the Customer the Customer shall take all necessary measures to protect the rights of the Provider on EQUIPMENTS. Before the effective date of the transfer of property, the Customer, who ensures custody and use of EQUIPMENTS, shall take all measures to ensure their protection and shall obtain the necessary insurances to cover EQUIPMENTS against all risks of damages.

If the Customer falls within the legal or regulatory provisions about insolvency law, the Provider will claim its property right on the supplies sold, as per legal or regulatory provisions.

The benefit and risk of the EQUIPMENT pass to the Customer on conclusion of the contract, except where otherwise agreed or dictated by special circumstance.

### 5.4. Warranty

The Customer will have the same guarantees as those provided by the EQUIPMENT manufacturer. Any further liability is completely excluded.

To be entitled to solicit the benefit of the warranty, the Customer must inform immediately upon detection of any fault and either way within eight (8) days with the supporting documentation that would prove the accuracy of the request.

## 6. Confidentiality

No Party shall disclose confidential information received from the other Party. Confidential information shall mean any information of any nature, whether visual or orally, in whatever form, regarding especially the structure, organization, business, various internal policies, plans and employees of each party. Subject to the exceptions set out hereinafter, this obligation remains in full force and effect for a period of ten (10) years following Order expiry. The contents of the SERVICES and especially the reports, mails, information, notes, quotations provided by the Provider during the performance of the SERVICES are also deemed as confidential information. These documents are made available to the Customer only for the use according to the Order, provided that such information is neither disclosed to a third party nor attached to a document that he would write. If the Customer wants to

disclose and/or made available to a third party all or part of this information, he will obtain the prior written consent of the Provider. Detailed procedures to such disclosure shall be laid down.

These obligations and restrictions shall not apply to information (i) which is in the public domain, or has been disclosed freely prior to the beginning of the SERVICES, (ii) which are or has been known without violation of this article, (iii) which has been known by a third party without breach of this provision, (iv) which must be disclosed pursuant to a legal or professional obligation or upon request of judicial or administrative authority empowered to demand the disclosure of such confidential information.

Subject to these obligations relating to confidentiality, the Provider reserves the right to perform the SERVICES for Customer's competing companies at anytime.

## 7. Price and payment terms

The prices are determined by the order.

Prices are exclusive of any taxes. Applied taxes shall be those in effect at the time of invoicing.

If the Customer does not pay at the contractually agreed or customary time, he is in default. The Customer in default on payment of a pecuniary debt must pay default interest of 5% per annum even where a lower rate of interest was stipulated by contract.

However, if actual recovery costs incurred by the Provider exceed the amount specified above, the Provider reserves the right to ask for an additional compensation. The above provisions will apply without prejudice to any damages and interests that the Customer might be liable to pay.

The SERVICES are subject to fees; payment shall be made through bank transfer within 30 days following issue date of the invoice.

## 8. Liability

Any liability is - as far as legally permissible - fully excluded. The liability for associates is expressly fully excluded. If the contract is for the provision of entrepreneurial services within the framework of a contract for work and services, the Customer may demand a reduction in price or rectification of defects in the event of a demonstrable defect, which the Provider is responsible for.

The liability for associates, suppliers or subcontractors is completely excluded.

The Provider shall only be liable in the event of admitted fault of Provider's employees during the performance of the SERVICES and/or during the supply of the EQUIPMENTS and direct damage arising therefrom.

The Provider's employees operating during the Order cannot in any circumstances be considered as a transfer of custody and use of CUSTOMER'S EQUIPMENTS to the Provider, except one particular reference marked on the Order. In any circumstances, Provider's employees in the site cannot lead to discharge the responsibility of the Customer or its subcontractors for its obligations and responsibilities whatever they may be.

All claims, whether amicably or legally, on the performance of the SERVICES shall be made within one year of the end of the



performance of the SERVICES, with exceptions in cases where the law provides for shorter periods.

## 9. Force Majeure

The Provider shall not be liable for any delay resulting from a force majeure event.

## 10. Intellectual Property

For the SERVICES, the Provider may use and develop software, including spreadsheets, documents, databases and other software tools.

### 10.1. Ownership and/or authorization of IPR - Assurance of the supplier

The Customer guarantees to be the sole owner of all intellectual property rights ("IPR") necessary for the fulfilment of all contractual obligations or to be authorized to use and sublicense the IPR if they belong to third parties. Furthermore, the Customer warrants that the contractual services and/or equipment to be delivered infringe the IPR of third parties or that he is entitled to use and/or license or sublicense the IPR. The supplier guarantees that it has obtained all necessary authorizations from third parties in writing and in advance for the provision of services and the supply of equipment. He shall present these at the request of the Provider. Any costs, fees and/or charges that may arise from the use of the IPR shall be borne exclusively by the Customer.

### 10.2. Rights of use for software programs

If required, the Customer grants the Provider a non-exclusive, spatially unlimited right of use to the software programs necessary and useful for the fulfilment of the contract for the duration of the IPR existing thereon. The Customer also grants the Provider and all third parties working on the premises the non-exclusive right to use the software programs on any hardware and the right to create software backups for archiving and backup purposes.

Provider also has the right to integrate any software programs of the Customer or third parties, in whole or in part, into its products for sale. The Provider may grant third parties a right to use the software programs integrated in said products and a right to make backups for data protection purposes. The Customer shall obtain the necessary authorizations for this from the holders of the IPR, unless he is already authorized to do so.

### 10.3. Ownership of IPR

If IPR arises from or in connection with the orders, contracts and/or cooperation with the Customer or third parties called in by the contracting parties, these are the sole and unencumbered property of the Provider.

The Customer shall inform the Provider immediately of any protectable achievements. The Customer is liable for this. The Provider can decide whether it wants to claim these for itself. In the event of a claim, the Provider has the exclusive right to apply for any intellectual property rights. The Customer undertakes to transfer all information and documents required for this purpose. The Customer is obliged to support the Provider in the registration and protection of such property rights and to protect them from attacks by third parties. The Customer has no claim to use (licensing). The Provider shall bear the costs for the application for such industrial property rights.

## 10.4. Indemnification

The Customer undertakes to indemnify the Provider in full in the event that third parties successfully claim damages against the Provider, in particular on account of the violation of their IPR or the violation of those to which they are entitled. The obligation to indemnify shall also apply in the event that the Provider concludes a settlement (in or out of court) or otherwise obtains a judgment. The Provider shall inform the Customer of any such claim within a reasonable period of time.

In the event of a claim, whether justified or not, the Customer shall represent the Provider at his request and conduct any negotiations and/or proceedings in his place. In the event of such negotiations and/or proceedings, the Customer undertakes to inform Provider immediately and without being asked to do so of all aspects, developments and progress of the negotiations and/or proceedings. In any event, Supplier is prohibited from entering into any obligation, entering into any judicial or extra-judicial settlement, decision or other surrogate judgment without the prior written consent of Provider. The Customer is obliged to inform the third party in advance and in writing of the representation as well as of the powers of representation mentioned herein. Any obligation of Provider entered into by the Customer in breach of the contractual and legal obligations set forth herein shall not bind Provider to the third party or the Customer. The Customer is exclusively liable to both the third party and the Provider.

The Provider has any right, title and interest on (i) the original elements appearing on works, documents, memos, consultations, notices, conclusions or other proceedings, etc., which are carried out for purpose of SERVICES, including without limitation, any copyrights, trademarks and any other intellectual property right related to them, (ii) all methods, processes, skills, developments, and know-how which are embedded or not in SERVICES or which the Provider may be able to develop or supply in the SERVICES.

Parties agree they shall not use trademarks, logos, service marks or trade names of the other Party without its prior written approval. As a departure from the above provisions, the Provider should use trademarks, logos, service marks or trade names of the Customer during the execution of the contract, to the extent strictly necessary for the proper execution of the SERVICES, including in proposals for future services. Otherwise and after delivery, the Customer allows the Provider to quote its name or denomination as a reference with, if need be, a common description of provided SERVICES.

## 11. Assignment – Subcontracting

The Provider is entitled to use associates, employees, suppliers or subcontractors for the fulfilment of the SERVICE according to the Order. This is not limited to associates, employees, suppliers or subcontractors who are part of the group relationship (**Concern**).

The Provider must make a proper selection and instruct the persons concerned accordingly.

To the extent permissible, liability for associates, employees, suppliers or subcontractors is excluded in full.

## 12. Term

### Termination

The duration is specified within the Order.

The Order shall be terminated unilaterally and by right in case of failure for either of the Parties to perform its obligation or to remedy such failure within thirty (30) days following the non-defaulting Party's notice



to remedy sent to the defaulting Party by registered letter. The Customer shall pay for any and all provided SERVICES, supplied EQUIPMENT and expenses incurred by the Provider up to the termination date relating to the EQUIPMENT and SERVICES which are not provided or supplied yet in accordance with the Order. In that case, the Provider shall issue an invoice setting out the amount due and deposits made.

### 13. Suspension

In case of adjournment of an Order for reasons beyond the Provider's control, the Customer shall reimburse the Provider for all expenses and expenditures incurred in suspending the SERVICES with supporting documentation. If the execution of an Order is adjourned for more than sixty (60) days, the Provider shall be entitled to terminate the Order by right in case and with no other formalities than sending a registered letter to the Customer.

### 14. Governing Law

Provider's offer and the Order shall be governed exclusively by the laws of Switzerland excluding the conflict of law's provisions. This choice of law also applies to these Term & Conditions.

### 15. Personal Data

For the performance of the Order (management, monitoring, billing, accounting), the Provider will collect and process personal data relating to some of the Customer's employees and other persons. The processing thus put in place is based on the performance of the Order and the compliance with the Provider's legal obligations.

The Customer shall inform the concerned employees and other concerned parties of this. The customer shall obtain all necessary consents in a legally compliant manner. If individual persons do not give their consent or only give limited consent, the Customer shall inform the Provider accordingly and ensure clear identification of the person concerned. The same applies to any revocation of the consent granted, which must be notified to the Provider immediately. Should the Provider be held liable by one or more persons concerned on the basis of consent that was not or not legally granted or revoked, or for other reasons, the Customer shall indemnify the Provider in full.

The Provider has the right to inspect at any time the consents, declarations of consent and confirmations to be obtained, as well as any changes and/or amendments. As a rule, the inspection by the Provider is announced, but in individual cases it can also be unannounced. In addition, the Customer shall, at the request of the Provider, provide comprehensive information about the documents collected

The Customer's employees are entitled to certain rights with respect to the personal data collected by the Provider and may exercise these rights under certain circumstances. These rights are:

- the right to receive information regarding your personal data and certain aspects of its processing; and
- the right to request the correction of your personal data; and
- the right to request the deletion of your personal data; and
- the right to request that the processing of your personal data be restricted; and
- the right to object to the processing of your personal data

If you have granted your consent to the collection, processing or transfer of your personal data for a specific purpose, you may revoke your consent to this particular processing of data at any time. Upon receiving your revocation of consent, we will discontinue processing of your personal data for these particular purposes, unless we have a legitimate interest in continuing to process your data.

The Provider may decline a request for information insofar as he is permitted or required to do so under data protection law or another applicable statutory provision. Where legally obliged to do so, we will inform you of the reasons for our decision.

If one of the Customer's employees would like to exercise his rights, contact the Provider in writing by sending an email to [veolia.ch@veolia.com](mailto:veolia.ch@veolia.com) or by post to:

**Veolia Industry Building – Switzerland AG, Postfach, 4019 Basel**

The Customer undertakes to communicate all information related to this provision to its concerned employees whose data may be processed by the Provider within the framework of the Order.

### 16. Dispute Resolution

In the event of any dispute between the Parties arising an offer issued par the Provider and/or any Order, each Party shall endeavor to settle their dispute out of court. In case the Parties would not agree within a two (2) months period as from the dispute has arisen, and at the request of the most diligent Party, such dispute shall be submitted to the exclusive jurisdiction of the Courts of Basel, including in case of warranty call, appeal or multiple defendants.