

1. General

These General Contractual Terms (hereafter GCT) apply to the acquisition of products and services from suppliers thereof by Kernkraftwerk Gösgen-Däniken AG (hereafter KKG) as well as contracts for work and services and for orders, unless otherwise agreed to in writing. The terms supplier and delivery or product also stand for company and contractor as well as, respectively, for work, for preparation, or for completion of order.

2. Orders

2.1 The GTCs constitute a component of orders. They are either included with such orders or published on the KKG web site (<https://kkg.ch/de/footer-service/allgemeine-vertragsbedingungen.html>). They constitute an integral component of the corresponding contract. Sketches, drawings, comments, specifications, etc. also constitute integral components if they are expressly designated as such.

2.2 Within 10 days after receipt of the order KKG is to send a confirmation including the necessary technical documents. If there is no order confirmation, then this is to be treated as an acceptance of the order based on the conditions contained therein. Conditions of the supplier that differ from those contained in the order are not valid unless they have been accepted by KKG in writing.

2.3 Numbers 2.1 – 2.2 also apply correspondingly to supplements and modifications of KKG orders.

3. Implementation, Delivery

3.1 Delivery is to be carried out in a proper and workman-like fashion, using the best-suited design layout, materials, and processes. In particular, it is to conform to the relevant legal and official provisions at the place of performance as well as the relevant special regulations.

3.2 The supplier guarantees to subject its work results and processes to a quality control that conforms to the usual standards in the industry.

3.3 Partial deliveries are only allowed if they have been agreed upon in writing. Deliveries that exceed or are below the amount ordered will only be accepted after prior written agreement thereto.

3.4 In order to fulfil its contractual duties the supplier guarantees that it will only rely on correspondingly qualified resources such as personnel, equipment, information technology, monitoring and measurement devices, documents and so forth. KKG is entitled to request supporting evidence.

3.5 If fulfilment of the contract requires a presence in the KKG area, then the “Directive for Contractors” is a component of this contract. This directive is either included with the order or published on the KKG web site (<https://kkg.ch/de/services/zutritt.html>).

4. Subcontractors

4.1 If the supplier intends to have third parties carry out ordered deliveries and services that it itself typically renders, then the written consent of KKG is necessary. Even if consent is given, the supplier is fully liable to KKG for the entire extent of delivery and services arising out of this contract.

4.2 The supplier is obligated to impose to the same extent on the subcontractor the obligations placed on it by KKG, especially in regard to implementation, data exchange, environmental management, occupational safety and worker protection, immaterial property rights, as well as the duty of non-disclosure.

4.3 The supplier understands and will correspondingly inform subcontractors that KKG is entitled to directly receive materials and services from them upon conclusion of the contract with the supplier.

4.4 The supplier guarantees that none of its subcontractors or suppliers will apply for or have registered – either provisionally or definitively – a building contractor’s charge.

4.5 In the case of a provisional or definitive registration of a building contractor’s charge in the land register, KKG is entitled to retain the corresponding amount upon the next payment due.

4.6 The amount retained will be released as soon as the supplier provides sufficient security in the sense of Article 839 (3) SCC (Swiss Civil Code; Schweizerisches Zivilgesetzbuch (ZGB)) and has erased the building contractor’s charge in the land register.

4.7 If security is not provided or is done so in a defective manner, then KKG is entitled to itself directly initiate the provision of security through a set-off against remuneration.

4.8 Should KKG incur costs arising out of the application for registration and/or the judicial handling of claims in connection with builders’ liens, then these are to be borne by the supplier and will be deducted from the agreed-upon remuneration and/or the next payment to fall due.

4.9 KKG is entitled to fully deduct direct payments to subcontractors from the sales price as well as to set off claims of the supplier against KKG concerning delivery against the sales price.

4.10 The supplier is to ensure that all rights and duties concerning the involvement of subcontractors and sub-suppliers apply throughout the entire value chain.

5. Provision of materials

5.1 Materials that KKG delivers in order to carry out an order still remain property of KKG after processing, even if the value of the work is greater than that of the delivered materials.

5.2 Unused materials are to be returned to KKG or, should KKG so choose, be deducted from the sales price based on market prices.

6. Packing, Transport, Bill of Delivery

6.1 In any case, deliveries must be packed in a manner so that the goods are effectively protected during transport and storage against damage and harmful environmental influences of any kind (especially moisture).

6.2 Delivery takes place at the cost and risk of the supplier. The supplier is responsible for costs of insurance, loss and damage during transport. The destination clause DDP KKG Däniken applies in accordance with the applicable Incoterms.

6.3 Each shipment is to be provided with a bill of delivery and the necessary documentation. Each item must be provided with a label or another easily visible designation. In the case of services work reports with hours completed as well as materials used are to be compiled and to be signed off on by the competent KKG employee.

6.4 If the bill of delivery or other documents are lacking, the delivery has not been undertaken in accordance with contract. Early deliveries are stored by KKG at the cost and risk of the supplier until the agreed-upon delivery date.

7. Examination rights of KKG

7.1 KKG, competent authorities and their technical experts have the right to inspect the delivery and the compliance with contractual obligations of the supplier and its subcontractors at any time and to request the remediation of any discrepancies. This includes the issue of all relevant documents.

7.2 The exercise of this right by KKG does not have the effect of exoneration from liability.

8. Acceptance, Guarantees

8.1 The taking of delivery as well as the complete or partial payment therefor do not constitute acceptance.

8.2 The duty to examine of KKG at the time of taking delivery only extends to apparent defects, identity, documents, incorrect amounts, as well as apparent transport damages. No further duty to examine exists. In this regard KKG is not bound to a specific deadline. If this inspection does not reveal any significant defects, then acceptance by KKG will take place.

8.3 The supplier expressly guarantees that the delivery does not manifest any vitiating defects that affect its value or its suitability for the provided use, that it has the guaranteed and expected characteristics and that it corresponds to the stipulated deliverables and specifications as well as the relevant statutes, regulations, and other provisions.

8.4 The guarantee period corresponds to the duration of the warranty period under the Swiss Code of Obligations. It begins to run based on the provisional acceptance and/or the putting into operation of the parts or materials delivered in the context of the order. During this period notice can be given of any defect of any kind at any time. KKG will give notice of defects it discovers as soon as possible.

8.5 The guarantee period is extended by the time during which the item delivered cannot be used because of the defect and the remedying thereof.

8.6 If repair work or substitute delivery must be undertaken, then the guarantee period for the repaired parts and/or delivered replacement parts begins anew as from the period of acceptance and/or the putting into operation of these parts.

9. Prices

9.1 Unless otherwise agreed to, the prices given are to be considered fixed prices during the designated currency of the contract. They include all ancillary costs for delivery based on the destination clause DDP KKG Däniken, in accordance with the applicable Incoterms. The VAT is to be shown as a separate percentage and amount.

9.2 For order items without a price quotation or without a valid price quotation the supplier is to quote a price to KKG (at the minimum a price based on time and material or unit price with a budget amount), before it carries out the order. The order only becomes final after approval of this price.

9.3 The supplier guarantees KKG that in comparable circumstances it will grant it the same advantages as the most favoured third party.

10. Invoice and Payment

10.1 Invoices are to be sent promptly after shipment of the delivery. Each order is to be invoiced separately and in detail.

10.2 Unless special conditions have been agreed upon, payments take place within 30 days net after receipt of the correct invoices and the undertaking of provisional acceptance.

10.3 The decisive time for calculating payment periods and entitlement to discounts is the receipt of the correct invoice by KKG.

10.4 All payments take place with reservation of rights concerning any defects.

11. Deadlines, Default

- 11.1 The delivery deadlines established by KKG are binding on the supplier.
- 11.2 A delivery deadline has been complied with if the delivery arrives on the established date at the place of performance and/or all agreed-upon deliverables have been provided.
- 11.3 Early deliveries will only be accepted after KKG has given it written consent therefor.
- 11.4 If the supplier must assume that the delivery cannot take place in accordance with the deadline in whole or in part, then the supplier must promptly inform KKG of a new delivery date with an explanation of the reasons therefor.
- 11.5 In any case, the bringing of all statutory claims arising out of late delivery remains reserved, even if there is an agreement upon a contractual penalty.

12. The Passing of Benefits and Risks

The passing of benefits and risks takes place after acceptance of delivery at the place of performance. The same also applies for the engagement of transportation personnel and/or freight forwarders.

13. Environmental Management

- 13.1 KKG requires that its suppliers behave in an environmentally responsible way.
- 13.2 The materials used in products and processes must always correspond to the newest developments in regard to their later disposal. If ecologically problematic materials must be used, then KKG is to be made aware thereof in advance.
- 13.3 For ecologically harmful substances (in accordance with the statutory provisions at the place of performance), the supplier guarantees KKG that it will take them back and dispose of them in accordance with regulations. This also applies if need be to all substances and materials that have been altered after use.
- 13.4 Waste products arising out of manufacture and assembly, packaging, packing drums and the like are to be disposed of by the supplier at its own cost or removed from the KKG area.

14. Occupational Safety and Worker Protection

- 14.1 The supplier guarantees to comply with the relevant legal and contractual provisions concerning occupational safety and working conditions as well as prohibitions and requirements regarding equal treatment and discrimination.
- 14.2 The supplier guarantees that, in regard to operations on the KKG area, it will comply with the general and branch-specific provisions and rules concerning occupational safety (especially in regard to the Accident Prevention Ordinance (APO; Verordnung über die Unfallverhütung (VUV)), Federal Coordination Commission for Occupational Safety (FCOS; Eidgenössische Koordinationskommission für Arbeitssicherheit (EKAS)), Swiss Accident Insurance Fund (SUVA; Schweizerische Unfallversicherungsanstalt)) and fire protection. The supplier's head of operations will naturally obtain possible missing instructions from KKG if this is made necessary by the specific locality, work environment, or the work equipment used.
- 14.3 Upon entering buildings, areas and/or construction or assembly sites of KKG, in addition to these GCT, the safety guidelines and provisions of KKG apply. Should they not be complied with, the supplier or its subcontractors and vicarious agents are liable to KKG for the resulting damages. In this regard, KKG rejects any duty of liability.

15. Duty of Non-Disclosure

- 15.1 The supplier is to maintain confidentiality concerning details of the contract as well as confidential information concerning technical, business, and operational matters. The duty of confidentiality also remains in effect after termination of this contract.
- 15.2 Data provided may only be used in connection with the contract. Any further use is prohibited.

16. Intellectual Property Rights

- 16.1 The supplier is liable to KKG for all copyright and patent infringements arising out of delivery and is obligated to conduct any legal proceedings at its own cost on behalf of KKG and to indemnify KKG against any damages.
- 16.2 Moreover, the supplier is liable for any other direct or indirect damages that KKG suffers due to an infringement of such rights.
- 16.3 In connection with the deliveries KKG is entitled to the gratuitous and irrevocable usage rights to all intellectual property rights – e.g. in plans, sketches, data, databases, graphics, concepts, documentations, models, hardware, software, source codes of individual software, programme descriptions and documentations – for the purpose of operations, service, maintenance, expansion, modification, or dismantling.

17. Legal Consequences of Unsatisfactory Performance or Non-Performance

- 17.1 If delivery suffers under such material defects or otherwise deviates to such a great extent from the contract that it is unusable for KKG, or that KKG cannot reasonably be expected to undertake

acceptance, then KKG may refuse acceptance, withdraw from the contract and claim compensation for damages.

- 17.2 If the defects or the deviations from the contract are less substantial, then KKG will grant the supplier a reasonable time period within which he completely eliminates these at its own cost.
- 17.3 If defects are not eliminated or not successfully eliminated within a reasonable period of time, as well as in urgent cases, KKG is entitled to itself carry out the repairs or have them carried out by a third party at the cost of the supplier. If KKG instead refrains from eliminating the defect or is only able to partially eliminate it, then KKG can undertake a corresponding reduction in price for the reduced value.
- 17.4 The claims of KKG arising out of defects, for which notice is given within the guarantee period, are time-barred after the passing of one year from the expiration of the guarantee period.

18. Liability

- 18.1 The supplier is liable for all damages, with the exclusion of power failures or lost profits that are caused to KKG or third parties by the delivery, the supplier, its vicarious agents, or subcontractors.
- 18.2 The supplier is to indemnify KKG for third-party claims to compensation for damages due to material, personal and economic loss, including court costs and attorney fees associated therewith, that are caused or jointly caused by deliveries of defective materials or goods.
- 18.3 Any exclusions on liability and limitations on liability only have effect to the extent that the supplier cannot make any claim to insurance coverage.
- 18.4 The supplier is not liable for nuclear damages, for which the facility operator is liable in accordance with the Swiss Nuclear Energy Third Party Liability Act (NETPLA; Kernenergiehaftpflichtgesetz (KHG)).

19. Insurance

- 19.1 The supplier guarantees that it has insurance coverage of a sufficient amount for all branch-specific and/or delivery-specific risks.
- 19.2 KKG is entitled to request corresponding proof (cover notes).

20. Assignment/Pledging

An assignment or pledge of the rights accruing to the supplier under this contract is only permissible with the written consent of KKG.

21. Applicable Law, Jurisdiction

- 21.1 The legal relationship is subject to Swiss law to the exclusion of conflict of laws provisions. The application of the Vienna Sales Law (The United Nations Convention on Contracts for the International Sale of Goods, concluded on 11 April, 1980) is expressly and completely excluded.
- 21.2 Disputes between KKG and the supplier are, if the parties do not agree on an arbitral tribunal, to be decided by the courts of law.
- 21.3 The place of jurisdiction is Olten. KKG is also entitled to assert its rights at the domicile of the supplier.
- 21.4 Differences in opinion do not entitle the supplier to interrupt work and to refuse any contractual deliverables and do not entitle KKG to refuse claims that are due and acknowledged by it.

22. Place of Performance

The place of performance for deliverables and/or for deliveries of the supplier is Kernkraftwerk Gösgen-Däniken AG in Däniken.

23. Severability Clause

If individual provisions of these GCT are invalid in whole or in part, this does not affect the validity of the remaining provisions. The parties are under an obligation to replace an invalid provision through a provision that comes closest to the economic purpose of the invalid provision and that is valid.