

General Terms and Conditions for Contracts for Work and Services

1 Validity

- 1.1 Unless otherwise agreed in writing, these General Terms and Conditions of Contract (hereinafter referred to as GTC) shall apply to orders for work and services placed by Kernkraftwerk Gösgen-Däniken AG (hereinafter referred to as KKG). After their publication, proposals for their amendment must be communicated individually and explicitly and clearly recognisable as such to KKG, otherwise they cannot become valid in advance.

2 Work & scope for supply and services

- 2.1 The work and the scope of supply and services are set out in KKG's order.
- 2.2 KKG shall have the right to make changes to the order – including the deadlines – if this does not affect the overall character of the work and services. Changes to the order must be made in writing and shall entitle the Contractor to claim compensation for additional costs and to adjust deadlines only if these are not attributable to the Contractor. The amount of such claims must be proven in detail. Any cost reductions shall be passed on to KKG in full.

3 Warranties

- 3.1 The Contractor warrants that the work is functional and, if applicable, fit for approval within the agreed parameters, has the warranted and expected characteristics and complies with the relevant laws, regulations and official requirements.
- 3.2 For deliveries and services in Switzerland, all Swiss legal provisions, including the implementation decrees, guidelines, directives, etc. of the competent authorities, must be complied with. All official decrees and other official acts as well as all necessary official permits must be observed and complied with.
- 3.3 The Contractor shall independently apply technical standards and specialist regulations if and insofar as their application proves necessary or appropriate for the fulfilment of the contractual obligations.

4 Principles of co-operation

- 4.1 The Contractor shall check the documents and instructions provided to him in advance with the due care of the expert. In addition to the usual duties of care, the Contractor shall advise KKG on all questions relating to the work or the interfaces.
- 4.2 If KKG does not issue the instructions necessary for the successful fulfilment of the contract in good time, the Contractor shall obtain these from KKG on his own initiative.
- 4.3 KKG's instructions on data exchange and IT security must be followed.
- 4.4 The Contractor shall maintain change or configuration management for delivered products, parts and components throughout their entire product life cycle.

If the fulfilment of the contract requires presence on the KKG premises, its house rules and the "Directive for Contractors" shall form part of the contract. Those rules and the Directive shall be either included with the order or published on the KKG website (<https://www.kkg.ch/de/services/zutritt.html>). General and industry-standard safety regulations and rules must be observed. The person responsible for the Contractor's deployment shall independently obtain any missing instructions from KKG if the specific location, the working environment or the work equipment used make this necessary.

5 Compliance and Supplier Code

- 5.1 The Contractor shall comply with the Supplier Code (<https://www.kkg.ch/api/rm/97VA6Q3DAF9G52W/kkg-code-of-conduct-lieferanten-eng.pdf>).
- 5.2 Suppliers must strive to ensure that KKG's Supplier Code is adhered to throughout the entire supply chain.

6 Subcontractors

- 6.1 If the Contractor intends to have deliveries and services ordered from him or parts thereof provided by third parties, the written consent of KKG must be obtained. This provision does not apply to the procurement of low-value standard parts.

6.2 Notwithstanding the above, the Contractor shall be liable for deliveries and services of subcontractors of any kind as for his own.

6.3 The Contractor undertakes to enforce the obligations imposed on it by KKG, e.g. with regard to quality assurance, cooperation, compliance, intellectual property rights etc., within the scope of its possibilities across the entire value chain.

6.4 As from the provisional registration of building Contractor's lien [*Bauhandwerkerpfandrecht*] by subcontractors or suppliers of the Contractor, KKG is authorised to take all measures – such as direct payments, retentions, the collection of securities, etc. – that are suitable to prevent a default.

7 Oversight of contract performance

7.1 The Contractor is not entitled to be inspected by KKG. As a basic principle, quality assurance for all work shall be the responsibility of the Contractor. KKG shall grant approval of the Work solely in accordance with the provisions of Section 8.

7.2 The Contractor must draw up inspection programmes and plans for their planning and execution steps on the basis of the relevant regulations and submit them to KKG in good time. KKG may specify customer inspection points and breakpoints in these programmes that require approval for further use by KKG.

7.3 KKG, authorities and experts may carry out additional interim inspections of the Contractor and its subcontractors at any time.

7.4 The Contractor's warranty and liability obligations shall remain unaffected by the manner or general nature of these performance checks.

8 Formal acceptance

8.1 At the time of handover of the delivery, KKG's duty to inspect only extends to identity, documents, missing quantities as well as recognisable (transport) damage. There is no further obligation to inspect at the time of handover.

8.2 The Contractor shall provide KKG in good time with the catalogue of the necessary inspection and acceptance steps which constitute a proper inspection. KKG may also provide for further steps. The acceptance tests must also provide evidence of the contractually compliant functioning of the deliveries

and services in interaction with each other and with the existing system.

Approval of the work is integral and requires the successful completion of all the above inspections. Tacit acceptance in accordance with Art. 370 CO is hereby waived.

8.3 KKG shall only be obliged to carry out the acceptance tests if the deliveries and services are complete according to plan.

8.4 An acceptance report shall be drawn up with the following minimum content: results of tests, measurements and trials, etc. (records of such tests, measurements and trials shall be attached to the acceptance report where available), operating condition, list of any reservations, corrected list of open points and list of other defects. The acceptance report must be dated and signed by both parties.

9 Prices

9.1 The agreed prices shall fully cover all remuneration claims of the Contractor, including ancillary work, surcharges, etc., which arise in fulfilment of the contractually agreed delivery and service obligation. The only exception to this are changes to orders.

9.2 For deliveries and services invoiced at a unit price or on a time and material basis, reports must be prepared and submitted to KKG for approval by signature.

9.3 If prices have been agreed on an approximate basis, KKG shall have the right to withdraw from the contract if more than 15% of the total contract price is expected or actually exceeded without any action on the part of KKG.

9.4 Unless otherwise agreed, the prices and billing rates are fixed prices DDP KKG Däniken in accordance with Incoterms 2020.

10 Payments

10.1 All invoices shall be labelled with the order number. The reason for payment – e.g. according to payment plan, for order changes, according to expenditure or unit price, etc. – must be listed item by item. In the case of items at cost or unit price, advance payments and final instalments shall be taken into account and flagged on a pro rata basis. Incomplete invoices that do not contain all the required information shall remain "on hold" until all information has been provided in full and shall not be due for payment before that time.

10.2 Payments shall be made net within 30 days.

11 Deadlines

11.1 The agreed schedule is binding. Early deliveries shall require the written consent of KKG.

11.2 In the event of imminent postponements, the Contractor is obliged, after consultation with KKG, to take all appropriate measures to prevent them or to compensate for them at a later date. The costs of such measures shall be borne by the Party who caused the postponement.

11.3 If a deadline must nevertheless be postponed by KKG by more than 60 days, the postponement shall be treated as an order change.

12 Default an arrears

12.1 If customer milestones, delivery or acceptance deadlines are not met in accordance with the agreed schedule through no fault of KKG, the Contractor shall be automatically in arrears or default. KKG shall have the right to set deadlines for subsequent performance, which shall be based on operational requirements (audit times, production schedules, statutory requirements, etc.).

13 Defects

13.1 Irrespective of the cause, any fault or knowledge, any negative deviation of the deliveries and services from the specifications of this contract, in particular any breach of warranties and guarantees, shall be deemed a defect.

13.2 The Contractor shall have the right to rectify the defect within the period set by KKG before asserting any further statutory rights in respect of defects.

13.3 KKG shall also be entitled to all statutory rights in respect of defects if a defective or otherwise non-contractual production can be foreseen during the execution of the work.

13.4 The warranty period is governed by law. It shall begin on the day of approval. Any defects of any kind may be reported at any time within this period. KKG shall give notice of defects it discovers as soon as possible.

13.5 The warranty period shall be extended by the period during which the delivery item cannot

be used due to the defect and its repair. For parts which are repaired or replaced, the warranty period begins to run upon their acceptance.

13.6 KKG's claims arising from defects notified within the warranty period shall expire one year after the end of the warranty period.

14 Termination and rescission

14.1 KKG has the right to terminate the contract unconditionally at the end of each project phase. In this case, the performance obligations of KKG, regardless of the legal grounds, shall be fulfilled in full with payment of the work performed up to that point.

14.2 The other statutory rights of termination and rescission shall remain reserved.

14.3 In the event of rescission, KKG may, at its own discretion, exclude selected parts of the deliveries and services already provided, whereby the cancellation of these parts shall not apply.

15 Liability

15.1 Each party shall be liable for all damages, excluding loss of production or loss of profit, caused or contributed to by the other party or third parties under this contract, whether caused by itself or its auxiliary persons.

15.2 The Contractor shall not be liable for nuclear damage for which the plant operator is liable under the Nuclear Energy Liability Act [*Kernenergiehaftpflichtgesetz*].

15.3 Further exclusions and limitations of liability shall be subject to individual written agreement between the parties.

16 Insurance

16.1 The Contractor is obliged to take out professional and commercial liability insurance with the industry standard supplementary insurance for personal injury and property damage, damage to plant and buildings, damage to planning objects and pure financial losses and to keep it in force until the end of acceptance of the work.

16.2 KKG is authorised to demand corresponding evidence (cover notes).

17 Intellectual property rights

- 17.1 The Contractor shall be fully liable to KKG for all copyright and patent infringements arising from the deliveries and services and shall be obliged to conduct any litigation at its own expense on behalf of KKG and to indemnify KKG against any damages.
- 17.2 In connection with the deliveries and services, KKG shall be entitled to the free and irrevocable right of use of all intellectual property rights – e.g. in plans, drawings, data, databases, graphics, concepts, documentation, models, hardware, software, source codes of individual software, programme descriptions and documentation – for the purposes of execution, operation, maintenance, repair, expansion, modification or dismantling. This includes disclosure to third parties as necessary.
- 17.3 In the event of waiver of subsequent performance in the event of default, termination or rescission, KKG shall also have the rights under the above clause for the completion of the deliveries and continuation of the services under its own control. The Contractor shall hand over the plans, drawings, data etc. already prepared for KKG for this purpose.

- Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded on 11 April 1980) is expressly excluded in its entirety.
- 20.2 Insofar as this contract does not regulate a matter or does not regulate it in full, the Swiss Code of Obligations shall apply in addition, in particular Art. 363 et seq. of the Swiss Code of Obligations.
- 20.3 Disputes between KKG and the Contractor shall be settled by the ordinary courts of law unless the parties agree to arbitration. The place of jurisdiction is Olten. KKG reserves the right to assert its rights at the domicile of the Contractor.
- 20.4 Differences of opinion shall not entitle the Contractor to suspend work or refuse any contractual services and shall not entitle KKG to refuse claims due and recognised by KKG.

18 Assignment/pledge

The rights and obligations arising from the contract may only be assigned or pledged with the written consent of the other party.

19 Confidentiality

- 19.1 The Contractor shall maintain confidentiality regarding the existence and details of the Contract as well as information about technical, commercial and operational matters, unless this information is already publicly available.
- 19.2 Information received may only be used in connection with the contract and, after approval by KKG, may be passed on to third parties to the extent absolutely necessary. Any further use is prohibited.
- 19.3 The duty of confidentiality shall remain in force even after termination of the contract.

20 Applicable law, Jurisdiction

- 20.1 The legal relationship is subject to Swiss law, to the exclusion of its conflict-of-law provisions. The application of the Vienna Sales