

General Terms and Conditions of Purchase

1 Validity

Unless otherwise agreed in writing, these General Terms and Conditions of Contract (hereinafter referred to as GTC) shall apply to purchases 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 Formation of contract

In the case of orders without a prior offer, the Contract is formed upon confirmation of the order by the Supplier, where this is not contested by KKG.

The offer, including demonstrations, is free of charge unless stated otherwise in the quote request.

Offers are prepared on the basis of KKG's request for quotation. The Supplier may submit additional versions of its offer if they are more economical, more environmentally friendly or otherwise in the interest of KKG. If the offer differs from the request for quotation, the Supplier shall point this out explicitly.

The offer remains binding for the period indicated in the request for quotation. If there is no such indication, a period of six months after receipt of the offer shall apply.

3 Delivery

3.1 Each delivery must comply with the relevant legal and official provisions at the place of performance as well as the relevant technical regulations.

3.2 The Supplier warrants that its processes comply with quality assurance standards customary in the industry.

3.3 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.

3.4 Partial deliveries and deliveries that exceed or are below the amount ordered will only be ac-

cepted after prior written agreement thereto.

3.5 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. They are included with the order or are published on KKG's website (<https://www.kkg.ch/de/services/zutritt.html>). General and industry-standard safety regulations and rules must be complied with. 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.

4 Supply chain

4.1 To the extent that the Supplier is acting in whole or in part as an agent or in a comparable relationship, it shall disclose this unbidden.

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

5 Warranties

5.1 All services must comply with the applicable legal provisions, including the implementation decrees, guidelines, directives, etc. of the competent authorities. All official decrees and decisions as well as all necessary official permits must be observed and complied with.

5.2 The Contractor shall independently apply standards and specialist regulations if and insofar as their application proves necessary or appropriate for the fulfilment of the contractual obligations.

5.3 The Contractor warrants that all deliverables are free of third-party rights and do not infringe on any third-party intellectual property rights.

6 Packaging, transport, delivery note

6.1 In any case, the delivery must be packed in such a manner 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 the costs of insurance, loss and damage during transport. Unless otherwise agreed, the destination clause DDP KKG Däniken in accordance with Incoterms 2020 shall apply.

- 6.3 Each shipment is to be accompanied by a delivery note and the necessary documentation. Each item must bear a label or another easily visible designation.
- 6.4 If the delivery note or other documents are lacking, the delivery has not been undertaken in accordance with the Contract. Early deliveries are stored by KKG at the cost and risk of the Supplier until the agreed-upon delivery date.

7 Rights of inspection

- 7.1 In the event of a purchase of goods to be manufactured, KKG and, to the extent necessary, the supervisory authorities and experts have the right to inspect the manufacture on site and to request remediation of any discrepancies. This includes access to relevant documents.
- 7.2 To the extent that compliance with a quality assurance plan is customary or has been agreed upon, KKG must be appropriately consulted and involved. Copies of all related documents must be handed over to KKG upon request.
- 7.3 The exercise of these rights does not relieve the Supplier of liability.

8 Defects

- 8.1 Discernible defects are detected upon receipt of the delivery by checking for transport damage, identity, documents, and incorrect amounts. No further duty to inspect exists.
- 8.2 The Supplier expressly warrants that the delivery does not manifest any defects that impair its value or its fitness for its intended use, that it has the warranted and expected characteristics and that it complies with the prescribed services and specifications as well as the relevant laws, regulations and standards.
- 8.3 The warranty period is governed by law. 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.
- 8.4 The warranty period shall be extended by the period during which the delivered item cannot be used due to a defect and its repair. For parts which are repaired or replaced, the warranty period begins to run upon their acceptance.
- 8.5 In the event of a defect, KKG may demand re-

mediation, delivery of a replacement or abatement of the price. If the defect is significant, KKG may instead withdraw from the contract if:

- a) The services provided are unusable for KKG.
- b) It is recognisable to KKG from the outset that remediation will fail.
- c) Or acceptance of the services provided is otherwise unreasonable to KKG. This shall apply in particular in the event that remediation would entail an unreasonably long period of time.

- 8.6 If KKG requests remediation, the Service Provider shall remedy the defect within the reasonable period set by KKG and shall bear all resulting costs. If remediation of the defect is only possible by way of new production, the right of remediation shall also encompass the right to new production.

- 8.7 If the re-examination reveals that the Service Provider has failed to carry out the required remediation or has failed to do so successfully, KKG may, at its discretion:

- a) deduct an amount from the remuneration which corresponds to the diminution in value.
- b) carry out the necessary measures itself or arrange for this to be done by a third party at the Service Provider's cost and risk.
- c) withdraw from the contract.

- 8.8 If damage has occurred due to a defect, the Service Provider shall also be liable to pay compensation as described in Article 19.

9 Prices

- 9.1 Unless otherwise agreed, the stated prices or cost rates shall be deemed to be fixed prices in the stated contractual currency. VAT shall be stated as a separate percentage and amount.
- 9.2 If remuneration is paid on a time and materials basis, KKG is entitled to withdraw from the contract if the approximately agreed amount of more than 10% is exceeded.
- 9.3 For order items without any price stated or with no valid price indication, the Supplier must provide KKG with a price before executing the order. The order shall only become final once this price has been approved by KKG Purchasing.

10 Invoice and payment

- 10.1 Invoices must be sent promptly after shipment

- of the deliverables. Each order must be invoiced separately and in detail.
- 10.2 Payments shall be made net within 30 days of receipt of the correct invoices and completion of acceptance.
- 10.3 All payments shall be subject to the reservation of rights concerning any defects.
- 11 Deadlines, default**
- 11.1 The delivery dates set by KKG are binding on the Supplier.
- 11.2 Early deliveries will only be accepted after KKG has given its written consent thereto.
- 11.3 If the Supplier has reason to assume that the delivery cannot be made in full or in part on time, the Supplier must immediately notify KKG in writing, stating the reasons and the new delivery date.
- 11.4 In any case, the bringing of all statutory claims arising out of late delivery remains reserved.
- 12 Passage of benefit and risk**
- The passage of benefits and risks takes place after acceptance of the delivery at the place of performance. The same also applies to the engagement of transport personnel and/or freight forwarders.
- 13 Compliance and Supplier Code**
- 13.1 The Supplier is required to comply with the Supplier Code (<https://www.kkg.ch/api/rm/4HT4R84S8X6N355/supplier-code-of-conduct-for-responsible-procurement.pdf>).
- 13.2 Suppliers must strive to ensure that KKG's Supplier Code is adhered to throughout the entire supply chain.
- 14 Occupational safety and protection of workers**
- 14.1 The Supplier warrants that it shall comply with the relevant legal and contractual provisions on occupational health and safety and working conditions as well as prohibitions and requirements regarding equal treatment and discrimination.
- 14.2 The Supplier warrants that, in the event of deployments on site at KKG, it shall comply with the general and sector-specific regulations and rules on occupational safety (in particular pursuant to the Accident Prevention Ordinance (APO; Verordnung über die Unfallver-
- hütung (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, the safety instructions and rules of KKG shall apply in addition to these GTCs. In the event the Supplier or its subcontractors and vicarious agents fail to comply, they shall be liable to KKG for the resulting damages. KKG disclaims all liability in this respect.
- 15 Confidentiality**
- 15.1 The Supplier 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.
- 15.2 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.
- 15.3 The duty of confidentiality shall remain in force even after termination of the contract.
- 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 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 Legal consequences of unsatisfactory performance/non-performance

- 17.1 The Supplier shall be liable both for warranted and expected characteristics and for the deliverables' freedom from defects of any kind.
- 17.2 In the event of liability, KKG is free to withdraw from the Contract or to make an appropriate abatement of the purchase price.
- 17.3 KKG's claims for defects notified within the warranty period become time-barred after one year from the expiry of the warranty period.

18 Place of performance

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

19 Liability

- 19.1 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.
- 19.2 The Supplier is not liable for nuclear damage, for which the facility operator is liable in accordance with the Swiss Nuclear Energy Party Liability Act (NETPLA; Kernenergiehaftpflichtgesetz (KHG)).
- 19.3 Further exclusions and limitations of liability shall be subject to individual written agreement between the parties.

20 Assignment/Pledging

An assignment or pledge of the rights accruing to the Supplier under the Contract is only permissible with the written consent of KKG.

21 Contract amendments, inconsistencies and partial invalidity

- 21.1 Order change: Insofar as the nature of the Contract remains unaffected, KKG shall have the right to issue changes to orders. Such order changes must be made in writing and shall entitle the Supplier to adjust prices and delivery dates in accordance with the terms of the underlying contract.

- 21.2 In the event of inconsistencies, the terms of the order or Contract shall take precedence over the terms of these GTC and the terms of the offer and its annexes.

- 21.3 If individual provisions of the Contract prove to be invalid or unlawful, this shall not affect the validity of the Contract. In such cases, the provision in question shall be replaced by an effective provision that is as equivalent as possible in economic terms.

22 Applicable law, jurisdiction

- 22.1 The legal relationship is subject to Swiss law, to the exclusion of its conflict-of-law provisions. The application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded on 11 April 1980) is expressly excluded in its entirety.

- 22.2 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. 184 et seq. of the Swiss Code of Obligations.

- 22.3 Disputes between KKG and the Supplier 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 Supplier.

- 22.4 Differences of opinion shall not entitle the Supplier to suspend work or refuse any contractual services and shall not entitle KKG to refuse claims due and recognised by KKG.