

## General Terms and Conditions of Contract

### 1 Validity

- 1.1 Unless otherwise agreed in writing, these General Terms and Conditions (hereinafter referred to as GTC) shall apply to services provided to Kernkraftwerk Gösgen-Däniken AG (hereinafter referred to as KKG) under a contractual relationship. 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 Tasks/Assignments

- 2.1 The content and scope of the engagement are set out in KKG's order.
- 2.2 Tasks may be additionally assigned, withdrawn or modified by KKG in writing as required. Such changes shall not entitle the Contractor to adjust its fee and cost rates.
- 2.3 The Contractor undertakes to perform all of the tasks assigned to it with the greatest possible care, taking account of the current state of the art.
- 2.4 The Contractor shall check the documents and instructions provided to it 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.
- 2.5 If KKG fails to issue necessary instructions that are necessary for the successful performance of the Contract in a timely manner, the Contractor shall obtain them independently from KKG.
- 2.6 In order to avert damage and risk, the Contractor may also take immediate action and obtain subsequent approval.
- 2.7 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.

### 3 Services provided by KKG

- 3.1 KKG shall provide the Contractor with the necessary workstations with standard infrastructure on site for assignments at KKG.
- 3.2 KKG shall make available documents and information to the extent that they are not the subject of the Contractor's research in the context of the engagement.

### 4 Warranties

- 4.1 For services provided in Switzerland, all Swiss legal provisions, including the implementing decrees, guidelines, directives, etc. of the competent authorities, must be observed. All official decrees and decisions as well as all necessary official permits must be observed and complied with.
- 4.2 The Contractor shall apply standards and technical regulations independently if and insofar as their application proves necessary or appropriate in the Contractor's performance of its contractual obligations.
- 4.3 The Contractor warrants that all deliverables are free of third-party rights and do not infringe any third-party intellectual property rights.

### 5 Agency authority

- 5.1 The Contractor is not authorised by the engagement in any way to carry out any legal acts for or on behalf of KKG, unless otherwise provided in the order or in a separate document.

### 6 Deadlines and termination

- 6.1 Unless otherwise specified in the order, the contract shall begin to run immediately following receipt of the order.
- 6.2 Scheduled dates or work programmes set with or confirmed in the order are binding.

- 6.3 The contractual relationship shall end automatically upon completion of the assignments ordered.
- 6.4 The foregoing provisions shall not affect the Parties' statutory rights of termination. The Parties hereby exclude any payments for termination.
- 7 Named personnel deployed**
- 7.1 The personal performance of the assignments by persons designated by name may be agreed in the order and is binding.
- 7.2 The Contractor may deploy further qualified staff of its own as downstream auxiliary staff.
- 7.3 Absent the express consent of KKG, involvement of third-party companies or individual persons from such companies is prohibited. Even with such an agreement, the liability of the Contractor shall remain unaffected.
- 7.4 KKG is entitled to request information concerning the qualifications of deployed persons and may refuse to permit their deployment if there is reasonable doubt as to their suitability.
- 8 Instructions and documents**
- 8.1 In the event that KKG's issuance of the instructions necessary for successful completion of its assignments or handover of documents is not done in a timely manner, the Contractor shall request these independently from KKG and shall examine them with due care as to their accuracy.
- 8.2 For assignments on the KKG site, the Contractor and its staff shall be subject to its house rules such as KKG's instructions for external companies etc. KKG shall hand over the corresponding documents and train deployed staff where necessary.
- 9 Planning and control**
- 9.1 Unless otherwise agreed, the Contractor must prepare a monthly status and planning report for KKG in collaboration with the other parties involved in the project, which shall at least provide information on the status of the work completed, its evaluation and the expenses incurred. The Contractor must also provide information on the planned further progress of the contract in terms of its quantitative and qualitative achievement of targets, deadlines and costs.
- 9.2 KKG is entitled to adapt the planning accordingly to its own needs.
- 9.3 The Contractor warrants that the necessary resources to complete the contract will be available even if deadlines have to be postponed by KKG.
- 9.4 Formal acceptance of all work results shall take place pursuant to the directions of the KKG manager.
- 10 Fee and reimbursement of expenses/ prices**
- 10.1 The Contractor shall be entitled to the fees agreed in the order for the services provided.
- 10.2 Unless otherwise agreed, those rates include law firm expenses as well as travel time and expenses for assignments at KKG.
- 10.3 Further expenses shall be reimbursed on the basis of documented outlay.
- 10.4 The fee payment and the reimbursement of expenses shall be invoiced on a monthly basis, based on the work reports and expense lists countersigned by KKG. The content and scope of these invoicing documents shall be communicated by the Customer.
- 10.5 VAT must be indicated separately in the statements in accordance with the legal provisions.
- 10.6 Payments shall be made net within 30 days of receipt of the correct invoices and completion of acceptance.
- 10.7 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.
- 10.8 The aforementioned provisions on fees and reimbursement of expenses shall apply over the entire term of the Contract. In the event of an extension of the Contract, fees and reimbursement of expenses shall be adjusted appropriately in line with cost developments.
- 10.9 Price adjustments are only permitted if agreed in writing.
- 11 Compliance and Supplier Code**
- 11.1 The Contractor is required to comply with the Supplier Code (<https://www.kkg.ch/api/rm/97VA6Q3DAF9G52W/kkg-code-of-conduct-lieferanten-eng.pdf>).

11.2 The Contractor must strive to ensure that KKG's Supplier Code is adhered to throughout the entire supply chain.

## 12 Confidentiality and duty of loyalty

12.1 The Contractor undertakes to treat as confidential all information of which it becomes aware during or in the course of preparing for Contract execution. The Parties shall not disclose any details of their Contract. This comprehensive duty of confidentiality and secrecy shall survive the termination of the Contract.

12.2 The Contractor shall ensure that it also imposes this duty of confidentiality on all of its employees or such other natural or legal persons it may engage following approval by KKG.

12.3 In addition to the general ancillary duties (such as duties of information, notification, accounting, etc.), the Contractor's duty of loyalty also extends to advice and the provision of factual information. In all further and other respects, the requirements of applicable law shall apply unchanged.

## 13 Intellectual property rights

13.1 Unless otherwise agreed, KKG shall be entitled to the free and irrevocable right of use to 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 operation, maintenance, repair, expansion, modification or dismantling.

13.2 The Contractor assigns to KKG all intellectual property rights created in the context of this Contract that have arisen as a result of generation or processing. The contractual remuneration shall be deemed fully compensated for this assignment. The Contractor warrants that it shall enforce this obligation in the same manner with employees and third parties.

The Contractor shall indemnify KKG against all third-party claims that may arise as a result of the infringement of intellectual property rights in connection with this Contract and shall further indemnify KKG for any resulting losses.

## 14 Liability

14.1 If errors are detected in connection with the Contractor's provision of an accounting or the Customer's use of the Contractor's work product, the Contractor must rectify these free of charge.

14.2 Insofar as this Contract creates an obligation to provide work product under a contract for works and services, such work product shall be subject to the relevant statutory warranty rules.

14.3 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.

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

14.5 Otherwise, liability for losses, irrespective of the legal basis thereof, shall be determined in accordance with the law.

## 15 Insurance

15.1 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 Contract comes to an end.

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

## 16 Applicable law, Jurisdiction

16.1 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.

16.2 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. 394 et seq. of the Swiss Code of Obligations.

16.3 Disputes between KKG and the Contractor shall be settled by the ordinary courts of law unless the parties agree to arbitration.

- 16.4 The place of jurisdiction is Olten. KKG also reserves the right to assert its rights in the courts located at the domicile of the Contractor.