

General Purchasing and Contracting Terms and Conditions of the Gärttner Group Companies for Services, Works, Assembly and Subcontractor Services

1. Scope and Definitions

1.1 These General Purchasing and Contracting Terms and Conditions, hereinafter “GPCTC”, apply to all purchase orders, orders and contracts for services, works, assembly, consulting, inspection, commissioning, maintenance, overhaul, servicing, dismantling, site management, coordination and other subcontractor services awarded by a company of the Gärttner Group.

1.2 **Principal**, hereinafter “AG”, means exclusively the company of the Gärttner Group that is identified as the principal under its full legal company name in the respective purchase order, order confirmation or individual contract.

1.3 The designation “**Gärttner Group**” serves as the common umbrella and market designation for the companies assigned to it. The Gärttner Group is not itself a contracting party unless it is expressly identified in the respective individual contract as a separate legal entity with its full company name, registered office and registration details.

1.4 **Contractor**, hereinafter “AN”, means the company, self-employed person or other legal or natural person commissioned by the AG to perform the ordered services.

1.5 The abbreviation AN expressly means **Contractor** and not employee. Awarding an order does not establish an employment relationship between the AG and the AN or between the AG and any persons deployed by the AN.

1.6 These GPCTC apply exclusively to business transactions with companies, self-employed persons and legal entities. They do not apply to contracts with consumers.

1.7 General terms and conditions of business, delivery, sale or contract of the AN shall not become part of the contract, even if the AG does not expressly object to them or accepts services or invoices from the AN without reservation.

1.8 Deviations from these GPCTC shall apply only if expressly agreed in writing in the respective individual contract or purchase order.

2. Contractual Documents and Order of Precedence

2.1 The following documents shall apply to the contractual relationship in the following order of precedence:

1. the signed individual contract or the written purchase order of the AG;
2. written amendments and changes to the scope of services;
3. project-specific descriptions of services and technical specifications;
4. project, schedule, quality, safety and site requirements of the AG;
5. these GPCTC;
6. the offer of the AN, insofar as it does not deviate from the above contractual documents;
7. and, supplementarily, the applicable law.

2.2 In the event of contradictions, the higher-ranking document shall prevail.

2.3 Information, reservations or conditions stated by the AN in offers, order confirmations, delivery notes, time sheets or invoices shall amend the contractual content only if the AG has expressly agreed to them in writing.

2.4 Oral side agreements and amendments shall be binding only if confirmed in writing by the AG. E-mail shall be sufficient unless a stricter statutory form is required.

3. Offer and Award of Order

3.1 Offers from the AN shall be free of charge and binding for the period stated therein. If no binding period is specified, the offer shall remain binding for 60 calendar days from receipt by the AG.

3.2 The AN shall prepare its offer in full on the basis of the enquiry, technical documentation and other requirements of the AG.

3.3 Before the order is awarded, the AN shall notify the AG in writing of any identifiable:

- ambiguities;
- contradictions;
- missing information;
- technical risks;
- schedule risks;
- safety risks;
- unsuitable requirements;
- and necessary additional services

that it identifies.

3.4 If the AN fails to provide such notice even though it should have identified the ambiguity or risk when carrying out a professional review, it shall generally not be entitled to derive any additional remuneration or extension of time from it.

3.5 An order shall come into existence through a written purchase order, a signed individual contract or another express written award of order by the AG.

3.6 Receipt of an offer, participation by the AN in project meetings or transmission of documents shall not in itself constitute an award of order.

4. Scope of Services

4.1 The AN shall perform the services specified in the purchase order, description of services and technical documentation completely, professionally, on time and free from defects.

4.2 The agreed scope of services shall also include all ancillary services, supporting services and preparatory activities necessary for proper, safe and complete performance of the contract, even if they are not individually listed in the purchase order.

4.3 Within the scope of its professional expertise, the AN shall review the documents, plans, drawings, specifications, instructions and interfaces provided to it for identifiable errors, omissions and contradictions.

4.4 Identifiable ambiguities or concerns shall be reported to the AG immediately in writing. Until clarification, the AN shall not continue the affected work if doing so could create a safety, quality or damage risk.

4.5 The AN may deviate from the agreed scope of services or from the contractual, technical or safety-related requirements of the AG only with the AG's prior written consent.

4.6 Unauthorised deviations, changes or additional services shall not give rise to any entitlement to additional remuneration.

5. Professional and Contract-Compliant Performance

5.1 The AN expressly warrants that its services:

- comply with the state of the art applicable at the time of performance;
- comply with the contractual requirements;
- are performed professionally and substantially free from defects;
- are performed within the agreed deadlines;
- and are suitable for the purpose assumed under the contract.

5.2 The AN shall comply with all provisions applicable at the place of performance and deployment, including:

- laws;
- regulations;
- official requirements;
- technical regulations;
- accident-prevention regulations;
- environmental-protection provisions;
- quality requirements;
- and recognised rules of technology.

5.3 Depending on the type of service, these include in particular the applicable provisions and standards under DIN, EN, ISO, IEC, VDE, SN, SIA, AD 2000, the Pressure Equipment Directive and other industry- and project-specific regulations.

5.4 The version applicable to the place of performance and the specific service shall apply unless another version has been expressly specified in the individual contract.

5.5 The AN shall notify the AG immediately if statutory, technical or official requirements conflict with the intended execution.

6. Contractual, Technical and Safety-Related Requirements of the AG

6.1 The AN shall perform the agreed services in compliance with the contractual description of services, technical documentation, quality requirements, deadlines and interfaces, as well as the safety and site requirements of the AG.

6.2 The AG's requirements relate to the agreed result of the services and project coordination, in particular to:

- technical requirements and specifications;
- agreed quality and documentation;
- deadlines and project interfaces;
- coordination with other trades;
- access and general site organisation;
- occupational safety and environmental protection;
- and customer- and project-specific framework conditions.

The internal organisation of work, the specific allocation of tasks, and the personnel and technical management of the AN's employees shall remain the responsibility of the AN.

6.3 The AN shall remain responsible for the professional organisation and performance of its services and for the employment-law, personnel and disciplinary management of its employees.

6.4 The AN shall not implement a requirement of the AG if it is identifiable that such requirement:

- violates statutory provisions;
- endangers occupational safety;
- is technically unsuitable;
- or could cause substantial damage.

In such a case, the AN shall notify the AG immediately in writing.

6.5 Compliance with a requirement of the AG shall not release the AN from its duties of review, notification, professional care and due diligence.

7. Independent Performance and Exclusion of Personnel Leasing

7.1 The AN shall perform the agreed services as an independent contracting party, under its own entrepreneurial responsibility and with its own operational organisation independent of the AG.

7.2 The subject of the order is the performance of the contractually defined services, works, assembly or subcontractor services. The mere provision of labour is not the subject of the order.

7.3 The AN shall remain solely responsible in particular for:

- selecting and deploying its personnel;
- work organisation and workflows within its area of responsibility;
- allocating specific tasks to its employees;
- personnel-related, employment-law and disciplinary instructions;

- technical supervision of its personnel;
- payment of wages and recording of working time;
- social insurance, taxes and levies;
- statutory employer obligations;
- insurance;
- and permits and notifications under employment, immigration and posting law.

7.4 The AN shall independently determine which suitable persons it deploys and how it internally organises performance of the agreed services, unless the purchase order contains permissible requirements concerning qualifications, safety, quality, deadlines or the deployment of specified key personnel.

7.5 The AG is entitled to specify the agreed result of the services, technical requirements, quality, deadlines, interfaces, documentation, access conditions, site organisation and occupational-safety, safety and environmental requirements, and to monitor compliance with them.

7.6 Employment-law, personnel-related or disciplinary instructions to employees of the AN shall be issued exclusively by the AN or by the responsible manager appointed by it.

7.7 Project-related directions of the AG shall generally be addressed to the responsible contact person of the AN. Direct directions to individual employees of the AN shall be permitted only where required to avert an immediate danger to persons, equipment or the environment. The responsible contact person of the AN shall be informed immediately.

7.8 The AN warrants that the actual organisation and performance of its services does not constitute personnel leasing, temporary agency work or any comparable relationship requiring a licence or permit.

7.9 Personnel leasing, temporary agency work and the mere provision of labour are expressly excluded within the scope of purchase orders and contracts governed by these GPCTC.

7.10 If the AN identifies that the intended or actual structure of a deployment could display characteristics of personnel leasing or temporary agency work, it shall:

- notify the AG immediately in writing;
- not commence, or suspend, the affected activity pending clarification;
- and, together with the AG, ensure a clearly independent and legally compliant organisation under a service or works contract.

Continuation as personnel leasing or temporary agency work is excluded.

7.11 The AN shall be liable for damage, costs, levies, additional assessments and administrative penalties incurred by the AG as a result of any contractual or unlawful provision of personnel for which the AN is responsible. Further statutory and contractual claims shall remain reserved.

8. Deployed Personnel

8.1 The AN shall deploy only persons who are professionally, personally and medically suitable.

8.2 The AN shall ensure that all deployed persons possess the necessary and valid:

- identification documents;
- identity and travel documents;
- residence and work permits;
- posting and registration confirmations;
- social-insurance certificates;
- professional qualifications;
- professional certificates;
- welding qualifications;
- safety training certificates;
- medical fitness certificates;
- operator licences;
- and other project-specific qualifications

required for their activities.

8.3 All documents and certificates must remain valid and current throughout the entire deployment.

8.4 The AN shall provide the corresponding evidence to the AG before commencement of the deployment and thereafter immediately upon request.

8.5 The AN may deploy only persons who have sufficient language skills to understand and implement:

- work instructions;
- technical requirements;
- warnings;
- safety instructions;
- and emergency instructions.

8.6 The AG may require the removal or replacement of a deployed person where there is an objective reason. Such a reason exists in particular in the event of:

- insufficient qualifications;
- missing or invalid documents;
- inadequate work performance;
- safety violations;
- inappropriate conduct;
- alcohol or drug use;
- repeated disregard of permissible project-related, technical or safety-related requirements;
- or violations of the site rules.

8.7 The AN shall provide a suitable replacement immediately and at no additional cost insofar as this is necessary to comply with the agreed scope of services.

9. Subcontractors

9.1 The AN may engage subcontractors or further-tier subcontractors only with the AG's prior written consent.

9.2 Before deployment, the AN shall provide the AG with at least the following information:

- full legal company name;
- registered office and business address;
- responsible contact person;
- intended service;
- personnel to be deployed;
- required permits;
- and proof of qualifications.

9.3 The AN shall ensure that the approved subcontractor complies with all obligations under the contract and these GPCTC.

9.4 The AN shall be liable for the acts and omissions of its subcontractors and other auxiliary persons as for its own acts and omissions.

9.5 Any further subcontracting by a subcontractor shall likewise require the AG's prior written consent.

9.6 The AG's consent shall not release the AN from its full responsibility for performance of the contract.

10. Customer Contact

10.1 All commercial and contractual matters relating to the AG's customer, end customer, operator or other business partners in connection with performance of the order shall be handled exclusively by the AG.

10.2 Without the AG's prior written consent, the AN is not entitled to:

- independently enter into commercial or contractual arrangements with the customer;
- discuss prices or terms;
- offer amendments or additional work;
- agree changes to the scope of services;
- make binding declarations in the name of the AG;
- or directly solicit the customer for its own services.

10.3 Technical and organisational communication at the place of deployment necessary for day-to-day performance shall remain permissible insofar as it is envisaged or approved by the AG.

10.4 The AN shall notify the AG immediately of all material enquiries, complaints, requests for changes or instructions from the customer.

10.5 In emergencies, the AN may communicate directly with the customer or operator insofar as this is necessary to avert a danger to persons, the environment or equipment. The AG shall be informed immediately.

11. Occupational Safety, Health Protection and Environmental Protection

11.1 The AN is responsible for the safety and health protection of its personnel and for the safe organisation and performance of its own work.

11.2 The AN shall comply in particular with the following requirements:

- statutory occupational-safety and accident-prevention regulations;
- the site rules;
- the safety and environmental-protection rules of the AG;
- customer HSE, EHS and safety requirements;
- access and permit-to-work procedures;
- lockout/tagout procedures;
- requirements for work in confined spaces;
- requirements for hot work;
- requirements for work at height;
- and all other location- and activity-specific protective provisions.

11.3 The applicable law of the country at the place of performance shall apply with regard to occupational safety, health protection, environmental protection and site operations.

11.4 Before commencing work, the AN shall ensure that the following are in place:

- required risk assessments;
- work and safety briefings;
- suitable work procedures;
- required work permits;
- suitable work equipment;
- personal protective equipment;
- and monitoring of compliance by its personnel.

11.5 The AN shall ensure that its personnel know and comply with the requirements of the AG, the customer and the operator.

11.6 The AN shall stop work immediately if there is an immediate danger to persons, equipment or the environment.

11.7 Safety deficiencies, accidents, near misses, damage, environmental incidents and dangerous situations shall be reported to the AG immediately and documented in writing.

11.8 Participation in safety briefings, toolbox meetings, safety meetings and mandatory training forms part of the agreed scope of services and shall not give rise to any entitlement to additional remuneration.

12. Work Clothing, Personal Protective Equipment and Work Equipment

12.1 The AN shall provide its personnel, at its own expense, with suitable work clothing that complies with the applicable regulations.

12.2 This includes in particular:

- safety footwear;
- suitable work clothing;
- safety helmets;
- safety glasses;
- gloves;
- hearing protection;
- high-visibility clothing;
- and other activity-specific personal protective equipment.

12.3 Special protective equipment required exclusively at the specific place of deployment shall be provided or reimbursed by the AG only if expressly specified in the purchase order.

12.4 Tools, measuring instruments, machines, devices, consumables and other work equipment shall be provided by the AN unless otherwise specified in the purchase order.

12.5 The work equipment used must:

- be safe;
- be inspected;
- be maintained;
- be suitable for the intended purpose;
- and be accompanied by the required inspection and calibration certificates.

13. Travel, Transport and Accommodation

13.1 The AN is responsible for organising and carrying out the travel of its personnel to and from the place of deployment and for transporting its tools, equipment and materials to and from the place of deployment.

13.2 The AN is responsible in particular for:

- suitable vehicles;
- driving licences and driving authorisations;
- securing loads;
- transport permits;
- travel planning;
- travel between the accommodation and the place of deployment;
- and compliance with statutory driving, rest and working times.

13.3 Where travel to or from the place of deployment exceeds ten hours, the AN shall arrange suitable overnight accommodation en route insofar as this is required for safety or working-time reasons.

13.4 The AN is responsible for organising and paying for suitable accommodation for its personnel unless the purchase order contains a different written arrangement.

13.5 Travel, transport, accommodation and subsistence costs are included in the agreed price unless expressly agreed otherwise in the purchase order.

14. Insurance

14.1 Throughout the entire contractual term and period of deployment, the AN shall maintain all insurance required by law and appropriate for its activities.

14.2 Where applicable, this includes in particular:

- public liability insurance;
- professional indemnity insurance;
- employers' liability insurance;
- statutory accident insurance;
- occupational and non-occupational accident insurance;
- motor vehicle liability insurance;
- machinery and equipment insurance;
- and transport insurance.

14.3 The coverage limits must be appropriate to the type, scope and risks of the services undertaken.

14.4 Upon request, the AN shall provide the AG with insurance confirmations and evidence of coverage.

14.5 In the event of accidents at the place of deployment or construction site, the AN shall remain responsible for fulfilling its statutory employer, notification, insurance and cooperation obligations.

14.6 Liability for an accident or damage shall be determined according to causation, the contractual obligations and mandatory statutory provisions.

14.7 The fact that an accident occurred at a construction site or at the place of deployment of the AG or the customer shall not result in any automatic assumption of insurance or liability obligations by the AG.

15. Deadlines and Progress of Services

15.1 Agreed commencement, interim and completion deadlines are binding.

15.2 The AN shall organise its personnel, technical and organisational resources so that all deadlines are met.

15.3 The AN shall regularly inform the AG of the progress of the services.

15.4 Identifiable delays or risks shall be reported to the AG immediately in writing. The notification must include at least:

- the cause;
- the affected services;
- the expected duration;
- the effects on the schedule;
- and proposed countermeasures.

15.5 Notification of a risk of delay shall not release the AN from its obligation to take all reasonable measures to prevent or reduce the delay.

15.6 An extension of time shall be valid only if confirmed in writing by the AG.

15.7 The AN shall bear any additional costs resulting from a delay for which it is responsible.

16. Changes to Services and Amendments

16.1 Changes and additions to the scope of services require a written order from the AG before they are performed.

16.2 Before performing an amendment or additional service, the AN shall set out in writing:

- which additional service is required;
- why it is not included in the existing scope of services;
- which additional costs will arise;
- and what effects on the deadlines are expected.

16.3 Without a prior written order, there shall generally be no entitlement to additional remuneration or an extension of time.

16.4 Urgent measures required to avert an immediate danger are excluded from this requirement. The AN shall inform the AG immediately and document the measures in a traceable manner.

16.5 Services required for the proper and complete performance of the originally agreed scope of services shall not be regarded as a remunerable amendment or additional service.

17. Prices and Costs

17.1 The prices agreed in the purchase order or individual contract are fixed prices or conclusively agreed hourly, daily, shift or unit rates.

17.2 Unless expressly agreed otherwise in writing, the agreed price includes all costs and ancillary services necessary for proper performance of the contract.

17.3 The agreed price includes in particular:

- wages and ancillary wage costs;
- social-insurance contributions;
- taxes and other levies;
- materials;
- consumables;
- tools and equipment;
- work clothing;
- personal protective equipment;
- travel to and from the place of deployment;
- travel and transport time;

- travel expenses;
- travel between accommodation and the construction site;
- accommodation;
- meals and subsistence expenses;
- parking, toll and ferry costs;
- visa, registration and permit costs;
- insurance;
- minutes and records;
- time sheets and reports;
- documentation;
- meetings;
- overtime;
- night work;
- shift work;
- Saturday work;
- Sunday work;
- public-holiday work;
- and all supplements and other ancillary costs.

17.4 Additional costs shall be reimbursed only if expressly approved in writing by the AG before they are incurred.

17.5 Any value added tax or sales tax payable by law shall be stated separately on the invoice unless it is already expressly included in the agreed price.

18. Time Sheets and Performance Records

18.1 Where services are invoiced on a time-spent basis, the AN shall keep a complete and traceable time sheet or work record for each deployed employee.

18.2 The AG generally accepts the use of the AN's own time-sheet form provided it contains at least the following information:

- name of the AN;
- project or purchase-order number;
- name of the deployed person;
- place of deployment;
- billing period;
- date;
- start and end of working time;
- breaks;
- regular hours;
- any overtime, night, Sunday or public-holiday hours;
- travel and waiting time, insofar as chargeable;
- brief description of the activities performed;
- and any special occurrences.

18.3 The services performed shall be accounted for in writing.

18.4 The time sheets shall be submitted promptly to the responsible site manager or project manager of the AG for review and signature.

18.5 The signature of the site manager or project manager generally confirms only:

- attendance;
- the stated deployment time;
- and the stated general activity.

18.6 Signing a time sheet shall in particular not constitute:

- acceptance;
- confirmation that the services are free from defects;
- recognition of an amendment or additional service;
- recognition of specific remuneration;
- or confirmation of overall contractual performance.

18.7 The preparation, review and signing of time sheets serves exclusively to document the services performed and to verify invoicing. It neither establishes any employment-law or personnel-related right of the AG to issue instructions to employees of the AN nor integrates them into the AG's operational organisation.

18.8 The AN shall send the complete monthly time sheet, duly signed, by e-mail to:

info@gaerttner.ch

18.9 The time sheet shall be submitted no later than the fifth working day of the following month unless the purchase order specifies another deadline.

18.10 Time sheets containing errors, omissions, unapproved items, missing signatures or other defects shall not result in any payment becoming due.

18.11 The AG may return defective or incorrect time sheets for correction at any time.

18.12 In such a case, the payment period shall not commence until receipt of the fully corrected and duly confirmed time sheet.

19. Invoicing

19.1 Invoices shall generally be issued monthly and shall state the relevant purchase-order, project and time-sheet details.

19.2 Invoices shall be submitted electronically in PDF format to the following address:

invoice@gaerttner.group

19.3 Alternatively, invoices may be sent by post to the address of the contracting Gärtner Group company stated in the purchase order.

19.4 An invoice must contain at least:

- the full legal company name and address of the AN;
- the full legal company name of the ordering AG;
- invoice number;
- invoice date;
- purchase-order or order number;
- project designation;
- service period;
- traceable invoice items;
- agreed prices;
- statutorily required tax information;
- bank details;
- and the corresponding signed time sheets or performance records.

19.5 Invoices without a purchase-order number, project reference, verifiable breakdown of services or required evidence shall be considered non-compliant and may be rejected.

19.6 Submission of an invoice to another e-mail address or to a person who is not responsible shall not commence the payment period.

19.7 Duplicate submission electronically and by post should be avoided.

20. Payment Terms

20.1 Payment shall be made within 30 calendar days after receipt of:

- a correct and verifiable invoice;
- the complete monthly time sheet or performance record;
- and the required signature or confirmation of the responsible site manager or project manager of the AG.

20.2 If the correct invoice is received later than the confirmed time sheet, the payment period shall commence upon receipt of the invoice.

20.3 If the correct and confirmed time sheet is received later than the invoice, the payment period shall commence upon receipt of the time sheet.

20.4 In the case of incorrect or incomplete invoices or time sheets, the payment period shall not commence until the fully corrected documents have been received.

20.5 The review or payment of an invoice shall constitute neither acceptance nor acknowledgement that the service is free from defects or compliant with the contract.

20.6 Payments shall be made exclusively to a bank account held in the name of the AN unless the AG has agreed in writing to a different arrangement.

20.7 The AG is entitled to set off counterclaims and claims for damages against claims of the AN insofar as permitted by law.

20.8 The AG may withhold reasonable amounts if:

- services are defective;
- required documentation is missing;
- counterclaims exist;
- or there is justified uncertainty regarding complete performance of the contract.

21. Assignment of Claims

21.1 The assignment, pledging or other transfer of claims of the AN against the AG is excluded.

21.2 An assignment shall be effective only if expressly approved in writing by the AG in advance.

21.3 The same applies to factoring, collection assignments and comparable financing arrangements.

21.4 Mandatory statutory provisions shall remain reserved.

22. Inspection and Acceptance

22.1 The AG is entitled to inspect the services of the AN during performance and after completion.

22.2 The AN shall grant the AG and its customer access to the affected work areas, documents and inspection records.

22.3 Where an item of work or work result requiring acceptance is owed, express acceptance by the AG shall be required.

22.4 Commissioning, use, further processing, partial payment or signature of a time sheet shall not constitute acceptance.

22.5 The AN shall notify completion in writing and hand over all documents required for inspection.

22.6 Defects identified during acceptance shall be recorded in a protocol.

22.7 Minor defects shall not necessarily entitle the AG to refuse acceptance, but must be remedied within the period set by the AG.

22.8 Partial acceptance shall take place only if expressly agreed or confirmed in writing.

23. Defects and Warranty

23.1 The AN warrants that the services are:

- compliant with the contract;
- professionally performed;

- complete;
- safe;
- functional;
- free from defects in title and quality;
- and suitable for the agreed purpose.

23.2 In the event of defects, the AG is entitled, at its discretion, to demand:

- remedy of defects free of charge;
- replacement performance;
- a reduction in price;
- substitute performance;
- damages;
- or, in the event of material defects, rescission or termination,

insofar as permitted by the applicable law.

23.3 The AN shall commence remedying defects immediately and complete the remedial work within the reasonable period set by the AG.

23.4 In urgent cases, in particular where there is a risk to persons, equipment, the environment, operations or deadlines, the AG is entitled to remedy defects itself or have them remedied by third parties at the AN's expense without first setting a deadline.

23.5 The warranty period shall be governed by the individual contract and, subsidiarily, by the statutory provisions.

23.6 Repaired or replaced services shall again be subject to the agreed or statutory warranty period.

23.7 The AN shall bear all costs arising in connection with justified remedy of defects, in particular:

- personnel;
- materials;
- travel;
- transport;
- accommodation;
- dismantling;
- reassembly;
- inspection;
- and documentation.

24. Liability

24.1 In accordance with the applicable statutory provisions, the AN shall be liable for all damage culpably caused by it, its employees, subcontractors or other auxiliary persons.

24.2 Liability shall apply irrespective of whether the damaging act occurred during work that was organisationally integrated into the operations or project processes of the AG or the customer.

24.3 The AN shall be liable in particular for damage to:

- employees of the AG;
- its own employees;
- customers;
- third parties;
- buildings;
- plants and installations;
- machines;
- components;
- tools;
- materials;
- data;
- and the environment.

24.4 The AN shall indemnify the AG against justified claims by third parties insofar as such claims are based on a breach of duty for which the AN, its employees, subcontractors or auxiliary persons are responsible.

24.5 The indemnification shall also include reasonable legal defence costs, expert costs and official expenses.

24.6 The AN shall also be liable for:

- violations of occupational-safety regulations;
- missing permits;
- violations of posting and social-insurance regulations;
- unlawful employment;
- violations of tax and minimum-wage provisions;
- and infringement of third-party intellectual-property rights.

24.7 The AN shall notify the AG immediately of any potential damage event and provide comprehensive assistance in investigating the matter and mitigating the damage.

25. Risk to Contract Performance and Substitute Performance

25.1 If there is justified reason to suspect that the AN:

- cannot perform on time;
- will not meet material quality requirements;
- does not have sufficient or suitable personnel;
- does not possess required permits or certificates;
- does not comply with safety requirements;
- or cannot properly fulfil other material contractual provisions,

the AG is entitled to require the AN to take appropriate remedial and protective measures immediately.

25.2 The AG may set the AN a reasonable period within which to restore contract-compliant performance.

25.3 If this period expires without result, the AG may terminate the order in whole or in part for cause.

25.4 In such a case, the AG is entitled to complete or have a third party complete the terminated part of the order at the AN's expense.

25.5 The AN shall immediately provide the AG with all items required for continuation, including:

- documents;
- plans;
- drawings;
- calculations;
- documentation;
- inspection documents;
- materials;
- access data;
- and work results.

25.6 The AN shall be liable for the additional costs of substitute performance or completion and for any further damage caused by the AN.

25.7 Further rights of the AG shall remain reserved.

26. Material Safety and Environmental Violations

26.1 A material violation by the AN or its personnel of:

- occupational-safety regulations;
- environmental-protection regulations;
- the site rules;
- statutory safety provisions;
- customer HSE requirements;
- or safety instructions of the AG

shall entitle the AG to stop the affected work immediately.

26.2 In the event of a material violation, the AG is entitled to terminate the order in whole or in part for cause without notice.

26.3 A material violation includes in particular:

- intentional or grossly negligent disregard of a safety instruction;
- working without a required permit;
- tampering with protective devices;
- working under the influence of alcohol or drugs;

- repeated failure to wear prescribed protective equipment;
- endangering other persons;
- causing a material environmental hazard;
- or concealing an accident or safety-related event.

26.4 In the event of a material violation, the AN shall incur a contractual penalty in the amount of:

EUR/CHF 10,000 or 1% of the net order value, whichever amount is higher, depending on the country in which the contract was signed.

26.5 The AN may provide evidence that no damage or disadvantage, or substantially less damage or disadvantage, has occurred, insofar as required by the applicable law.

26.6 The right to claim further damage shall remain reserved. Any contractual penalty paid shall be credited against a claim for damages insofar as required by law.

26.7 The entitlement to injunctive relief, removal of the personnel concerned, substitute performance and termination for cause shall remain unaffected by the contractual penalty.

26.8 The validity and amount of the contractual penalty shall be governed by the law applicable to the respective individual contract.

27. Documents and Documentation

27.1 All documents provided by the AG shall remain the property of the AG or the respective rights holder.

27.2 The AN may use these documents exclusively for performance of the specific order.

27.3 Reproduction or disclosure to third parties shall be permitted only insofar as necessary for performance of the contract and approved by the AG.

27.4 The AN shall prepare all agreed:

- time sheets;
- daily reports;
- weekly reports;
- inspection reports;
- welding documentation;
- measurement reports;
- acceptance documents;
- as-built documentation;
- defect lists;
- photographic documentation;
- and other project documents

completely, correctly and on time.

27.5 Documentation shall be prepared in the contractually agreed language and format.

27.6 No later than upon termination of the order, the AN shall return all documents, copies, data carriers and items provided by the AG.

27.7 Statutory retention obligations shall remain reserved.

28. Work Results and Rights of Use

28.1 All work results specifically created for the order shall be handed over to the AG in full.

28.2 Upon full payment, the AG shall receive an unrestricted right of use in terms of time, territory and subject matter in the work results relating to the order, unless otherwise agreed in the individual contract.

28.3 The right of use includes in particular the right to:

- edit;
- reproduce;
- disclose to customers and project partners;
- use for operation, maintenance, repair and modification;
- and allow third parties to continue the work.

28.4 Pre-existing general expertise, methods and non-project-specific templates of the AN shall remain the property of the AN.

28.5 The AN warrants that use of the work results in accordance with the contract does not infringe any third-party rights.

29. Confidentiality

29.1 The AN shall treat all non-public information concerning the following as strictly confidential:

- the AG;
- other companies of the Gärtner Group;
- customers;
- plants and installations;
- projects;
- prices;
- cost calculations;
- technical processes;
- business processes;
- personnel;
- and contractual content.

29.2 The AN may make confidential information accessible only to persons who require it for performance of the contract.

29.3 The AN shall impose corresponding obligations on its employees, subcontractors and auxiliary persons.

29.4 Photographs, videos, audio recordings and publications from the project site or place of deployment are prohibited without the AG's prior written consent.

29.5 The AN may not use the name or logo of the AG, the Gärttner Group or the customer as a reference without prior written consent.

29.6 The confidentiality obligation shall continue after termination of the order.

30. Data Protection and Information Security

30.1 The AN shall comply with the data-protection provisions applicable at the AG's registered office, at the place of performance and in connection with the order.

30.2 Personal data may be processed only insofar as necessary for performance of the contract.

30.3 The AN shall implement appropriate technical and organisational measures to protect data and information.

30.4 Security incidents, data losses, unauthorised access and data-protection breaches shall be reported to the AG immediately.

30.5 The AN may store project and personal data outside the contractually intended systems or countries only with the AG's prior consent, insofar as this is relevant under data-protection law.

30.6 Upon termination of the contract, data shall be returned or deleted in accordance with the AG's instructions unless statutory retention obligations prevent this.

31. Statutory Obligations, Taxes and Social Insurance

31.1 The AN shall fulfil all obligations relating to it and its personnel under:

- tax law;
- social-insurance law;
- employment law;
- immigration law;
- posting law;
- and trade and business law.

31.2 The AN is responsible in particular for:

- wages;
- social-insurance contributions;
- withholding taxes;
- value added tax or sales tax;
- accident insurance;
- health insurance, where required;
- pension provision;

- work permits;
- residence permits;
- posting notifications;
- A1 certificates or comparable certificates;
- and compliance with mandatory minimum wages.

31.3 Upon request, the AN shall provide the AG with suitable evidence.

31.4 The AN shall indemnify the AG against justified claims by authorities, social-insurance institutions, employees and third parties insofar as such claims are based on a breach of duty by the AN.

31.5 The AG is entitled to withhold payments for as long as there are justified doubts regarding fulfilment of these obligations.

32. Integrity and Compliance

32.1 The AN shall comply with all applicable provisions, particularly in the following areas:

- anti-corruption;
- prohibition of bribery;
- prevention of money laundering;
- competition law;
- sanctions;
- export controls;
- human rights;
- and environmental protection.

32.2 The AN may not offer, promise or grant any improper advantage to employees, representatives, customers or business partners of the AG.

32.3 The AN shall notify the AG immediately of actual or suspected violations in connection with the order.

32.4 A material compliance violation shall entitle the AG to immediate termination for cause.

33. Force Majeure

33.1 Neither party shall be liable for failure to fulfil an obligation insofar as such failure is directly caused by an unavoidable event outside its reasonable control.

33.2 Such events may include in particular:

- natural disasters;
- war;
- terrorism;
- official prohibitions;
- epidemics;

- large-scale supply interruptions;
- and comparable extraordinary events.

33.3 Shortage of personnel, illness of individual employees, unavailable subcontractors, ordinary supply shortages or financial difficulties of the AN shall generally not constitute force majeure.

33.4 The affected party shall notify the other party immediately in writing and provide evidence of the cause and the expected effects.

33.5 The AN shall take all reasonable measures to reduce the effects.

33.6 If the impediment continues for more than 30 calendar days, the AG may terminate the affected part of the order in whole or in part.

34. Ordinary and Extraordinary Termination

34.1 Rights of termination and notice periods shall initially be governed by the individual contract.

34.2 The AG may terminate the order in whole or in part with immediate effect for good cause.

34.3 Good cause exists in particular if the AN:

- breaches material contractual obligations;
- fails to perform in accordance with the contract despite expiry of a set period;
- materially jeopardises agreed deadlines;
- materially violates safety or environmental regulations;
- deploys unqualified or improperly registered personnel;
- engages unauthorised subcontractors;
- engages in personnel leasing, temporary agency work or the mere provision of labour;
- loses required permits;
- becomes insolvent;
- ceases its business activities;
- violates compliance requirements;
- or engages in unauthorised direct customer contact.

34.4 Where, due to the seriousness of the violation, an immediate danger or unreasonableness, setting a period is not required, termination may occur without prior warning.

34.5 In the event of termination for which the AN is responsible, the AG shall remunerate only those services properly performed and usable up to the date of termination.

34.6 The AN shall bear additional costs for completion by the AG or third parties and any other damage.

34.7 The AN shall immediately hand over all work results and documents in an orderly manner and provide the necessary handover support.

35. Transfer of Contract

35.1 The AN may transfer rights or obligations under the order to third parties only with the AG's prior written consent.

35.2 The AG is entitled to have coordination or administrative processing carried out by another Gärttner Group company. This shall not change the AG identified in the contract.

35.3 A complete transfer of the contract to another Gärttner Group company requires written notification or agreement insofar as required under the applicable law.

36. Set-Off and Rights of Retention

36.1 The AN may set off only undisputed claims or claims established by a final court decision against claims of the AG.

36.2 Rights of retention of the AN shall be limited to claims arising from the same contractual relationship insofar as the applicable law permits such a restriction.

36.3 The AN may not withhold documents, work results, access data or items of the AG if this would impair safety, plant operation, continuation of the project or statutory obligations.

37. Governing Law and Jurisdiction

37.1 The applicable law shall be determined by the registered office of the Gärttner Group company identified as the AG in the purchase order or individual contract.

37.2 If **Gärttner GmbH, with its registered office in Stans, Switzerland**, is the principal, substantive Swiss law shall apply exclusively.

The exclusive place of jurisdiction, insofar as legally permissible, shall be:

Stans, Canton of Nidwalden, Switzerland.

37.3 If a Gärttner Group company domiciled in Germany is the principal, substantive German law shall apply exclusively.

The exclusive place of jurisdiction, insofar as legally permissible, shall be the registered office of the respective German principal.

37.4 For any other principal within the Gärttner Group, the law and place of jurisdiction at the registered office of the respective principal shall apply unless the individual contract contains a different express provision.

37.5 Conflict-of-law rules referring to another legal system are excluded insofar as legally permissible.

37.6 The United Nations Convention on Contracts for the International Sale of Goods is excluded insofar as it could apply to the respective contract.

37.7 The AG is additionally entitled to bring proceedings against the AN at its registered office or at any other legally permissible place of jurisdiction.

38. Final Provisions

38.1 If any provision of these GPCTC is wholly or partly invalid, unenforceable or void, the remaining provisions shall remain effective.

38.2 The parties shall replace an invalid provision with a valid provision that comes as close as possible to the economic and legal purpose of the original provision.

38.3 The same shall apply to unintended gaps in the provisions.

38.4 Any waiver by the AG of enforcing a right in an individual case shall not constitute a general waiver of that or any other right.

38.5 The version of these GPCTC stated in the respective purchase order or made available to the AN before conclusion of the contract shall be authoritative.

38.6 Amendments to these GPCTC shall not automatically apply to orders already in existence.

38.7 These GPCTC shall enter into force on **1 July 2026**.

Gärtner Group

Common umbrella designation of the affiliated companies

Central contact address:

Riedenmatt 4
6370 Stans
Switzerland

General enquiries:

info@gaerttner.group

Time sheets:

info@gaerttner.ch

Invoices:

invoice@gaerttner.group

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In the event of any discrepancies between the English and German versions, the German version shall prevail.