

Terms and Conditions of Purchase

VITOGAZ Switzerland AG (VITOGAZ)

January 2024

1. General information

By accepting the order from VITOGAZ, the Supplier accepts these Terms and Conditions of Purchase. Any terms and conditions of the Supplier that deviate from these or from the law shall only be binding if confirmed by us in writing.

- 1.1 Any additional expenses incurred as a result of failure to comply with instructions from VITOGAZ, in particular with regard to shipping and customs, shall be borne by the Supplier.
- 1.2 All goods to be delivered must comply with the provisions of the statutory requirements on occupational safety and the recognised safety regulations and must be able to be installed, operated or used in accordance with these. The Supplier undertakes to provide the necessary confirmations on request.

2. Delivery period and delivery dates

- 2.1 The specified delivery dates must be observed. Delays in delivery entitle VITOGAZ to cancel the order without the Supplier incurring any claims for damages. VITOGAZ expressly reserves the right to charge the Supplier for any expenses incurred by it as a result of failure to observe dates.
- 2.2 Deliveries prior to the agreed dates may not be made without the express consent of VITOGAZ. In the event of failure to comply with this provision, VITOGAZ reserves the right to:
 - return the goods delivered too early shipment unpaid at the risk of the Supplier;
 - store the goods at a third-party location until the due date at the expense and risk of the Supplier;
 - postpone payment of the invoice until the delivery date of the goods. The invoice date may be deemed the same as the delivery date.
- 2.3 In the case of force majeure events restricting our business operations, we are entitled to postpone or even cancel our contractual obligations without the Supplier being able to claim damages.

3. Transport

- 3.1 All deliveries must be carried out in accordance with the information provided by VITOGAZ and be accompanied by a delivery note bearing the number and reference of this purchase order. Partial deliveries must be noted as such on the delivery note and invoice; the last partial delivery of an order must be marked:
"Balance of delivery."
- 3.2 Goods are transported at the Supplier's risk.

4. Invoicing

The invoice must be sent in duplicate, separate from the goods, to the contact address and department specified in the order. A separate invoice must be issued for each order stating the purchase order number with reference.

5. Payment

Unless agreed otherwise, supplier invoices will be settled within 30 days of invoice date.

6. Supplier warranty

- 6.1 Unless specially agreed below, the Supplier shall warrant for its deliveries and services in accordance with the statutory provisions. Limitations of warranty or liability of any kind will not be accepted.
- 6.2 VITOGAZ expressly has the right to inspect goods ordered for five working days after they arrive at their destination. VITOGAZ shall then be entitled to a further period of five working days to report any defects in the goods. The statutory regulations for hidden defects remain reserved in all cases. Upon request, the Supplier undertakes to demonstrate compliance with the statutory provisions.

7. Copyright and documents

Documents provided or paid for by VITOGAZ – such as plans, films, negatives, models, tools, etc. – may not be copied without permission and remain the property of VITOGAZ together with the copyrights. The Supplier shall be liable for ensuring that they are neither used for third parties nor that third parties become aware of them.

8. Place of performance and place of jurisdiction

The place of performance for deliveries shall be the destination specified on the order; Cornaux in the canton of Neuchâtel is agreed for payments. The place of jurisdiction is Neuchâtel. All legal relationships between the parties shall be governed by Swiss law.

9. Ethics, anti-corruption legislation and sanctions regimes

The supplier acknowledges the Code of Ethics contained in the Rubis Group Anti-corruption Guide (available at the website www.rubis.fr) and states that it will adhere to the principles these documents affirm.

The supplier undertakes to observe the following regulations at all times:

- applicable anti-corruption laws, in particular the ban on offering, soliciting or accepting, directly or indirectly, any payment, gift, offer, promise, donation or advantage of any sort, even nominal ones, with the aim of influencing the behaviour of an individual or legal entity so as to obtain favourable treatment, bring about a favourable decision or influence the outcome of negotiations and which may therefore be treated as corruption and penalised, whether or not the third party concerned is a public official.
- economic and financial sanctions regimes imposed by the United Nations, the European Union and its Member States, the United States, the United Kingdom, or any competent country.
- labour law, in particular the ban on the use of child labour or any kind of forced labour
- regulations governing occupational health and safety and environmental protection.

Any other rights or claims VITOGAZ may have hereunder or by law, including liquidated damages, notwithstanding, the supplier acknowledges and accepts that VITOGAZ shall be entitled to suspend or terminate the agreement in the event of any breach of this Article