

## General terms and conditions for the procurement of services by Beaulieu SA

### 1. Scope

These General Terms and Conditions (hereinafter called and shortened to GTC SER) apply to orders of services carried out by Beaulieu SA in the framework of its activities.

These provisions apply to all types of services, unless a restriction is expressly concluded for one or several types of service provision.

General terms and conditions and other documents, complementary to or in derogation of these GTC SER issued by the service provider become an integral part of the contract only with Beaulieu SA's express written consent that shall have mentioned it in its contract or order and this, even if the service provider refers to its own conditions, for example in the framework of its order confirmation.

### 2. Offer

The offers, advice, interpretations, demonstrations, supply of samples etc. are free for Beaulieu SA. The offer must comply with the specifications stipulated in Beaulieu SA's request and any discrepancies must be clearly mentioned. Variations and additional options are to be indicated separately from the initial positions of the request and this, for the purpose of visibility.

If Beaulieu SA's request does not include any mention by derogation, a 90-day validity period applies.

### 3. Order and contract

Any order must be drafted in writing to confirm commitments (contract or order form). Verbal agreements, supplements and amendments are only binding upon written confirmation.

Orders must be immediately confirmed by the service provider with mention of order references. Any discrepancies or additions made in the order confirmation must be unambiguously mentioned and will only become contractually valid with the express written approval of Beaulieu SA.

### 4. Remuneration

In the absence of any other agreement, the services provided, including all ancillary costs and travel expenses required for their execution, are compensated at the firm fixed price stipulated in the contract. Payment is made after all work has been completed in accordance with the contract and provided no claims are pending.

By derogation, services may be provided on the basis of working hours worked and the status of effective completion of the order and this, under the prior condition of having entered into an agreement in writing regarding the definitive hourly rates, travel expenses due and a payment plan with cost limit before starting work. The cost limit must not be exceeded without written agreement from Beaulieu SA's project or mandate manager.

Concerning remuneration on the basis of working hours, a detailed work report must be established at the end of each working week, duly signed by Beaulieu SA's onsite project or mandate manager onsite.

Unless specified otherwise (e.g. online orders), no deposit shall be paid.

Price increases can only be applied if agreed in the contract document. VAT must be clearly indicated. In the absence of any other agreement, all prices indicated are in Swiss francs (CHF).

### 5. Documentation

Complete documentation of the services provided and their results is an integral part of the service package.

### 6. Completion times

The completion dates of the services must always be the subject of an agreement with the project or mandate manager. In the absence of any other information, all dates and deadlines are considered firm completion deadlines. In the event these dates are exceeded, the service provider is late without any warning.

Any foreseeable deadline delay by the service provider must be immediately communicated to Beaulieu SA's project or mandate manager. In case of delay, Beaulieu SA is entitled to insist on the performance of the contract or to withdraw from the contract on expiry of a reasonable deadline extension which was not taken advantage of and with no other compensation commitment with regard to the service provider.

The potential agreement of a penalty clause does not mean that compensation has been waived. Beaulieu SA expressly reserves the right to claim compensation.

### 7. Duration of services

If no date has been fixed to finalise the service provisions, Beaulieu SA shall define a determined duration. Any extension must be approved in writing.

### 8. Duty to inform

The service provider informs Beaulieu SA of all states of affair and circumstances that facilitate or complicate the performance of the contract.

### 9. Invoicing and payment terms

All invoices are paid within 30 days net, unless specified otherwise, provided that each order has been fulfilled in accordance with the contract. Any other payment terms must be the subject of a written agreement.

The invoice must be accompanied by corresponding supporting documents (work report, measurement protocols, plans, etc.). Any invoice issued without supporting documents will be refused by Beaulieu SA.

Concerning payments on account, the settlement amount must be systematically based on the effective status of the performance of the service.

### 10. Place of performance

The service provider guarantees to Beaulieu SA that the service will be performed at the place of performance and destination in accordance with the specifications and criteria defined in the contract and in accordance with standards and laws. If not mentioned in the contract, the service is to be provided at Beaulieu SA's head office.

#### 11. Warranty

The service provider guarantees a meticulous, professional and punctual execution of the ordered services.

Unless agreed otherwise, the warranty period starts at the end of the performance of the service provisions and lasts 5 years (60 months). Beaulieu SA is entitled to claim defects at any time during the warranty period for proper performance. The burden of proof for the absence of defects is the responsibility of the service provider.

In the presence of an insufficient service provision, Beaulieu SA may demand either an improvement to be provided free of charge or a reduction of the remuneration or terminate in full the contract and claim damages.

#### 12. Transfer, seizure, compensation, subcontracting

Without Beaulieu SA's written consent, the transfer or seizure of rights and receivables like the transfer of contractual commitments are not permitted, either in full or part. The service provider must not offset the receivables due to Beaulieu SA against its own receivables.

Subcontracting is prohibited without Beaulieu SA's prior express written authorisation. In all cases, the service provider is guarantor for the service provisions of its employees and third parties to which it placed an order in the same way as its own service provisions. Article.399 paragraph 2 CO is excluded.

#### 13. Legal provisions, protection and labour laws

The legal provisions, compulsory charges and ordinance on health and safety at work in force at the place of destination must be respected in their entirety.

Concerning the employment of staff, the service provider undertakes for himself and throughout the chain of orders placed, to respect all legal provisions in force applicable to the use and hiring of staff, namely all professional prescriptions, instructions, guiding principles and recommendations on compliance with minimal working conditions and minimum salary conditions, on undeclared work, work permits and residence permits as well as safety at work. Written supporting documents required are to be systematically presented to Beaulieu SA prior to the employees starting work.

The service provider is bound to fully guarantee Beaulieu SA against all recourse in the event of infringement of these provisions.

#### 14. Civil liability

The service provider is mainly responsible for non-compliance with the contractual commitments in the framework of the legal provisions governing civil liability.

The service provider protects Beaulieu SA against any recourse for third party claims due to the performance of insufficient services, violation of the intellectual property and other contract violations.

#### 15. Intellectual property

All rights on all documentation, plans, sketches, software, calculations etc. which are made available to the service provider, remain the property of Beaulieu SA. Any use and any reproduction that are not necessary to supply the contractual services are prohibited without Beaulieu SA's prior written consent. The rights to the results of the service provider are transferred to Beaulieu SA that enjoys an unlimited right of use of third party rights. These services are compensated for by the remuneration set out in the contract.

#### 16. Confidentiality, data protection

All documents and information relating to the performance of the contract are strictly confidential and must not be made accessible to any third person.

In the event of personal data processing on behalf of Beaulieu SA, the service provider and its subcontractors comply with legislation on data protection (FADP in Switzerland, GDPR in the EU) and commit themselves in this respect in writing to Beaulieu SA.

#### 17. Publicity

Any information for publicity purposes concerning business relations with Beaulieu SA requires Beaulieu SA's prior written consent.

#### 18. Environment

The service provider undertakes to respect the legal provisions relating to the protection of the environment in force at the place of performance of the services. Moreover, it undertakes to behave responsibly concerning natural resources, to harm nature as little as possible and dispose of waste according to an environmentally-friendly procedure. On request, the service provider will provide supporting documents in writing.

#### 19. Safety

The service provider undertakes to respect the legal provisions and additional instructions produced by Beaulieu SA relating to safety as well as additional safety directives produced by event organisers. It shall also provide personal protective equipment.

#### 20. Operating constraints

Beaulieu SA reminds the service provider that it works on a public site in operation. For this reason, he is obliged to respect the operating schedule. During the execution of works, the service provider is obliged to make every effort to limit disturbances to a minimum (namely to the maximum reasonable and admissible limitations on a site in operation like that of Beaulieu), notably for the following points:

- Accreditation and intervention announcement
- Noise limitation (including music)
- Dust limitation
- Regular maintenance of the premises to keep them as clean as possible (tidying away tools at the end of the day, etc.)
- Appearance of the workers
- Putting in place and checking necessary protection
- Respect for vehicle parking areas
- Respect for storage areas
- Respect for site access areas

In the event of non-respect (violation) of the limitations of the above points, the service provider will receive a first warning. In the event of a repeat offence, the penalty clause provided for below shall be imposed on it. In addition, the service provider is responsible for ensuring that the companies it manages comply with the conditions above.

The service provider ensures Beaulieu SA of its collaboration with the operators and the taking into account of their demands.

In the event works are carried out by the service provider in violation of the operating schedule (namely works during prohibited periods), the parties stipulate a penalty clause of CHF 1,000 per day/per violation. Potential penalty clauses for delays are moreover applicable.

**21. Amendments**

All contract amendments, additions and addendums between the service provider and Beaulieu SA must be in writing and be duly signed by both parties (contract modifications).

**22. Termination**

In the absence of any other agreement and in the presence of significant reasons, the service provision order may be terminated in writing by Beaulieu SA at any time at the end of the month by respecting a 1-month notice period.

**23. Governing law, competent court**

The legal report is governed by Swiss substantive law. The place of jurisdiction is Lausanne exclusively. Beaulieu SA is however also entitled to take legal action against the service provider at its registered office.

**24. Final provisions**

If certain provisions hereof should prove to be null and void in full or in part, this shall have no impact on the validity of the remaining provisions hereof. In this case, the contracting parties undertake to replace such obsolete provisions with other provisions which correspond to the envisaged economic purposes as closely as possible.

Lausanne, June 2023

*The French version of this General terms and conditions for the procurement of services shall prevail over all other translated versions. Beaulieu SA may not be sued in a version other than the French version. The translated versions are only available to customers for information purposes.*