

General terms and conditions of purchase of goods by Beaulieu SA

1. Scope

These General Terms and Conditions of Purchase (hereafter called and shortened to GTCP GO) apply to orders of goods with small ancillary services carried out by Beaulieu SA in the framework of its activities.

General terms and conditions and other documents, complementary to or in derogation of these GTCP GO issued by the supplier become an integral part of the contract only with Beaulieu SA's express written consent that shall have mentioned it in its order and this, even if the supplier 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). Any agreement, any convention, any addition and any amendment formulated verbally only become contractual on written confirmation.

Orders must be immediately confirmed by the supplier with mention of order references. Any discrepancies and any addition in the order confirmation are to be emphasised unequivocally and only acquire contractual validity with Beaulieu SA's express written approval.

4. Prices, discounts, price bases

The prices mentioned in the order are fixed definitive prices in Swiss francs (CHF). These prices include all costs and all expenses required for the regulatory performance of the contract. Discounts in addition to standard conditions remain valid and unchanged until performance of the contract. Supplementary costs and increases, for example cutting costs, increases for small quantities, express and urgent deadlines, etc. are only valid provided they have been explicitly concluded in writing. VAT must be clearly mentioned.

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

5. Documentation

Complete documentation of the goods is an integral part of delivery. All documents shall be drafted in French. For the equipment, the technical description, the maintenance manual and the user guide are necessary. A maintenance contract may be required.

6. Delivery time, delivery delays

The times mentioned in the order are firm and definitive lead times at the place of destination indicated. Partial deliveries or advance deliveries require Beaulieu SA's prior written consent.

In the event these dates are exceeded, the supplier is considered to be late with no warning. Any foreseeable deadline delay by the supplier must be immediately communicated to Beaulieu SA on discovery giving justification in writing and the estimated duration. In the event of a deadline 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 supplier.

Claims for damages following late delivery remain expressly reserved. The acceptance of a late delivery, performance of the service or payment of a penalty clause concluded in addition (penalties) does not imply the waiver of any right to compensation.

7. Invoicing and payment terms

All invoices are paid within 30 days net, unless specified otherwise, insofar as each order has been performed 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 delivery of the goods or the performance of the service.

8. Transport and packaging conditions

In the absence of any other agreement to the contrary, goods are delivered postage paid at the place of performance including transport, heavy-goods vehicle tax based on mileage, insurance and unloading.

Any goods delivery must be accompanied by a delivery slip with mention of the information required by the person who placed the order, including compulsory customs documents.

The supplier acts as guarantor for regulatory packaging that must be designed so that the goods are protected from any transport damage during delivery and against bad weather and corrosion during intermediary storage. The supplier is bound to have information displayed on the packaging in a clearly visible way in the event a special precaution is required on unpacking.

The packaging that is the property of the supplier shall be taken back from the delivery destination at the supplier's expense and risk.

9. Return delivery

In the event of excess, the supplier undertakes to take back the standard goods that Beaulieu SA does not need in the original packaging against reimbursement of the price and with deduction of the ordinary transport costs of the goods in question.

10. Place of performance, transfer of enjoyment and risk

The contractual place of performance is the place of destination as mentioned (delivery address). The transfer of the enjoyment and risk takes place on acceptance of the goods at the place of performance by the person who placed the order.

11. Acceptance, warranty and claim

Final acceptance takes place after compliant acceptance of the goods at the place of destination. A control of the acceptance with the corresponding report shall be carried out at the request of Beaulieu SA.

The supplier guarantees Beaulieu SA that the object of the contract does not have properties reducing its value or suitability, that it meets the specifications and criteria concluded in the contract and it respects the legal standards and regulations at the place of destination.

Unless agreed otherwise, the warranty period starts on final flawless acceptance of the entire structure built and lasts 5 years (60 months). In cases of contributions to improvements or replacement deliveries, the warranty period for proper performance begins anew from the renewal date of the acceptance without defects of the components or installation segments that were the subject of the improvement or the replacement. 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 supplier.

Beaulieu SA reserves the right, in the event of a warranty claim, either to request the improvement, substitution or price reduction by the supplier or terminate the contract in full. All services relating to remedying the defects are the responsibility and at the risk of the supplier. If the supplier does not remedy the defects within the fixed deadline, Beaulieu SA is entitled to enforce corrective measures at the supplier's expense. Any other claim for applicable compensation remains expressly conditional.

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 supplier must not offset the receivables due to Beaulieu SA against its own receivables.

Subcontracting is prohibited without Beaulieu SA's prior express written authorisation.

13. Legal provisions, protection and labour laws

The legal provisions, compulsory charges and orders in force at the place of destination must be respected in their entirety.

Concerning the employment of staff, the supplier undertakes for itself 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 orders, 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 the person who placed the order at Beaulieu SA prior to the employees starting work.

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

14. Civil liability

The supplier is mainly responsible for non-compliance with the contractual commitments in the framework of the legal provisions governing civil liability. In the presence of an insufficient contract purpose, the supplier also acts as guarantor in particular to determine defects as well as for dismantling and reassembly.

The supplier protects Beaulieu SA against any recourse for third-party claims due to faulty products or services not performed

professionally (e.g. water damage), violation of the intellectual property and other contract violations.

15. Intellectual property

All rights on all documentation, on all plans, sketches, software, calculations etc. which are made available to the supplier, 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 supplier's work 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

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

17. Publicity

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

18. Environment

The supplier 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 supplier shall deliver supporting documents in writing.

19. Safety

The supplier 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. Amendments

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

21. 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 supplier at its registered office.

22. 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 the General terms and conditions of purchase of goods 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.