

## 1 Area of application

The general terms and conditions for services and work performed by cablex AG ("GTCs") shall apply to the extent that the offer or contract document does not contain any deviating conditions. The regulations of the Swiss Society of Engineers and Architects (SIA Standard 118 and 380/7) apply in addition to these GTCs.

## 2 Services provided by cablex

cablex builds and maintains high-performance ICT and network infrastructure solutions for the market needs of today and tomorrow. It provides services for the customer during the planning, implementation and operation phases. The specific scope of services as well as execution dates, construction windows or operating hours are regulated in the offer or contract document and in the service description or service specifications.

### Planning phase

During the planning phase, cablex develops solution concepts and supports the customer in technical matters and acts as a general consultant. Furthermore, cablex handles the detailed elaboration of the projects planned by the customer.

### Implementation phase

During the implementation phase, cablex takes over, in whole or in part, the procurement of materials, installation and commissioning for new builds, conversions or restorations of ICT and infrastructure networks. Deliveries and installations are carried out by qualified and experienced specialists using the latest equipment according to proven methods and state-of-the-art technology.

### Operating phase

In the operating phase cablex provides the agreed services according to a separate service and maintenance contract (Service Level Agreement SLA). The contract can include complete infrastructure management, the entire fault management process, on-call and standby services, preventive network maintenance or parts thereof. Fault containment and resolution serve to restore the operating and operational safety or to maintain the value of the existing facilities. If cablex is to carry out extension work or expand capacities (e.g. an expansion or conversion project), this must be regulated separately, e.g. with an additional contract or addendum.

## 3 Overall/general contractor

If cablex assumes the functions of an overall or general contractor, these activities will be described in detail in the contract document and remunerated additionally.

## 4 Subcontractors

cablex operates a partner programme with certified partners. It is entitled to subcontract parts of the customer order to subcontractors. cablex is responsible for choosing partners or subcontractors. cablex concludes the corresponding contracts in its own name and on its own account with these subcontractors.

If cablex has explicitly committed itself vis-à-vis the customer to act as general contractor, cablex is liable for its subcontractors as it is for itself. Otherwise, cablex is only liable for the selection, instruction and supervision of the third parties involved. If the customer requires cablex to use a specific subcontractor, the customer alone bears the risk of non-performance or poor performance by the relevant subcontractor.

## 5 Remuneration

### General

The remuneration to be paid by the customer is based on the outlay incurred in relation to the scope required to realise the system and the prices pursuant to the offer or contract document.

### Remuneration of the scope positions

The scope is determined on the basis of the service items in the service description (annex to the offer or contract document). The item prices are defined in the service specifications.

## Remuneration for force-account work

Unless otherwise agreed in the contract document, force-account work up to 10% of the offer or contract amount shall be deemed approved by the customer. Work carried out during the operating phase, which serves to maintain the network, is generally not considered to be force-account work and is remunerated in accordance with the contract.

## Binding nature of prices

The offer is valid for three months, unless otherwise stipulated in the offer or in the contract document.

The item prices agreed in the offer or contract are valid for the contractually agreed project term. However, cablex is entitled to make price adjustments or charge additional costs according to inflation, current prices or cablex tariffs in the following cases:

- Quantity deviations of more than 20% (SIA standard 118, Art .86)
- Project delays, construction stops, interruptions not caused by cablex
- Inflation according to ECAS for project implementation work beyond the end of the year
- Changes in commodity prices (e.g. copper) according to the London Metal Exchange, LME
- Waiting times, idle periods or planning errors that are not caused by cablex
- Extraordinary, unforeseeable events that complicate, delay or prevent the planned construction process and that are not caused by cablex
- Force majeure and natural events

## Surcharges and discounts

Any possible surcharges and discounts are covered in the contract document.

## 6 Invoicing and payment

Remuneration is due according to the payment schedule in the offer or contract document. All amounts are exclusive of VAT. If remuneration is due, cablex shall enforce this with an invoice. The customer shall make due payments within the agreed payment period. If no term of payment has been agreed in the contract or is not stated on the invoice, it shall be 30 days from the invoice date. The customer shall be in default without further reminder following expiry of the payment period. Should a customer be in default with payment, cablex may suspend its service provision for all services and work, take further measures to prevent accumulative damage and/or cancel the contract without further notice and without paying any compensation to the extent permitted by law. The customer bears all costs incurred by cablex as a result of payment default. In particular, the customer shall owe cablex a default interest of 5% as well as a reminder fee of CHF 100.- per reminder.

The final invoice within the meaning of SIA standard 118 is the invoice of cablex that sets out that part of the remuneration that is defined according to the agreed unit, global or flat-rate prices (final invoice amount). The final invoice shall be sent to the customer at the latest two months after acceptance has taken place.

## 7 Invoicing

The customer may only offset any claims with the prior consent of cablex.

## 8 Final measurements and acceptance

### Final measurements

At the end of the realisation phase or repair, cablex shall carry out quality and acceptance measurements for the purpose of functional testing and prepare corresponding measurement reports and protocols, which are handed over to the customer. In the absence of any written counter-report, which needs to be received within ten working days following receipt of the measurement reports and protocols, the installations shall be deemed approved by the customer.

### Acceptance

The object to be accepted can be the completed work or, if not otherwise specified in the contract for work and services, also an

individual, completed item of work. Upon acceptance, the work (or part thereof) shall be deemed to have been delivered and shall pass into the custody of the customer. They will then bear any risk.

### **9 Place of performance**

The place of performance is the construction site, unless otherwise stipulated in the offer or contract document.

### **10 Cooperation of the customer**

The customer shall ensure that all obligations to cooperate that are necessary for the proper implementation of the order (for example, timely delivery of information, documents and forecast values) are fulfilled on time, to the required extent and free of charge for cablex. The obligation to cooperate represents an essential duty of the customer.

The customer shall grant cablex the required access to the facilities and provide cablex with the necessary power supply, network connections and material rooms as agreed.

The customer is responsible for obtaining, providing and updating the facility management plans. Exceptions will be recorded in the contract document. The work of cablex concerning the facility management plans will be invoiced separately according to outlay.

### **11 cablex's guarantee**

cablex is liable to the customer for the careful performance of its service in accordance with the contract and the use of materials that are in perfect order. cablex shall be obliged to repair or replace, free of charge and at its discretion, products or parts thereof delivered by it, which give reason for justified complaints. This guarantee is valid for a period of one year from the date of delivery. If the law stipulates a different period, that period shall apply.

Any damages occurring that cannot be prevented by cablex, as well as the consequences of external influences (especially of a mechanical, chemical or electro-technical kind, etc.) and atmospheric influences, are excluded from the guarantee. During the guarantee period, any guarantee obligations shall be waived in the event of external intervention in the system created by cablex or in the event of incidents for which the customer is jointly responsible. Any further guarantee is excluded. cablex is not responsible for equipment provided by the customer.

If a defect covered by the guarantee is identified, it must be reported in writing with a brief explanation. Initially, the customer may only demand a gratuitous rectification of defects. If the defect cannot be resolved within a reasonable grace period, the customer shall set another reasonable grace period to remedy the defect. If the fault can definitely not be rectified, the customer may demand an appropriate price reduction or, in the case of a significant defect that prevents the customer from using the work or the product as a whole, withdraw from the corresponding individual contract. In such a case, those services (or parts thereof) which have already been provided to a significant extent in accordance with the contract and which can be used by the customer as such in an objectively reasonable manner, shall be paid for in full. Both the guarantee period and the limitation period for the customer's rights in relation to defects start from the time of acceptance of the work.

With regard to products (e.g. hardware and software) of third parties, cablex only provides a guarantee to the same extent as that provided by the third party to cablex. cablex shall endeavour to negotiate the best possible conditions with the third party for itself as well as for the customer.

### **12 Liability of cablex**

In the event of breaches of contract, cablex shall be liable for the proven damage, unless it can prove that it is not at fault. cablex shall provide unlimited compensation for damages caused intentionally or by gross negligence. In the event of slight negligence, it shall be liable for personal injury without limitation, and for damage to property up to the equivalent value of the service received, but not exceeding CHF 50,000.- per loss event. Under no circumstances shall cablex be liable, if the provision of the service is impossible or restricted due to force majeure. It is also not liable for consequential damages or loss of profit. Any further liability for direct or indirect damage is excluded to the extent permitted by law.

In the case of the leasing of personnel, cablex is only liable for the careful selection of the leased employees.

### **13 Default**

Unless otherwise agreed in writing, service obligations of cablex are not considered transactions for completion by a fixed date. Deadlines are considered met upon provision of the service by cablex. If cablex is in default, the customer shall twice it a reasonable grace period in writing two times. If the customer is in default as a creditor, cablex may invoice the customer for all costs thereby incurred. In all other respects, the statutory provisions shall apply.

### **14 Insurance**

cablex is insured against claims for damages, which can be asserted against it based on legal liability provisions, for personal injury and property damage.

### **15 Confidentiality**

The solutions and prices offered by cablex are considered company secrets, and any disclosure of this confidential information by the customer to third parties is prohibited.

In return, cablex is obliged to keep confidential information of the customer, which has been made accessible to cablex or has otherwise been received by it, secret from third parties.

### **16 Force majeure**

If, despite all due care, one of the parties is unable to fulfil its contractual obligations due to force majeure, such as natural events, strike, unforeseen official restrictions etc., the performance of the contract or the date for performance of the contract shall be postponed in accordance with the event that has occurred. If the party affected by the event is not able to fulfil the contract within six months, the other party may withdraw from the contract without further costs or compensation consequences.

### **17 Further provisions**

All changes and deviations from the respective contracts must be made in writing, unless the parties have agreed otherwise in writing.

The rights and obligations arising from the respective contracts may only be assigned and transferred to third parties with the written consent of the other party. cablex may, however, at any time assign and transfer the rights and obligations to another company of the parent company with discharging effect.

The parties agree that they do not wish to enter into a simple partnership (Art. 530 et seq. Swiss Code of Obligations) through a framework agreement or individual contracts.

Should parts of the respective contracts (including these GTCs) prove to be invalid or ineffective, this shall not affect the validity of the remaining provisions or the existence of the respective and other contracts. The invalid or ineffective provision shall be replaced by a provision which comes closest to the economic objective of the parties.

The validity of the respective contracts is subject to the proviso that the necessary official approvals are granted for their execution. If a contract lapses, the customer is liable for this.

### **18 Applicable law / Place of jurisdiction**

The contractual relationship between the parties is subject exclusively to Swiss law. The parties declare that the United Nations Convention on the International Sale of Goods of 11. April 1980 shall not apply. The place of jurisdiction is Bern, unless otherwise agreed in the contract.