

General Terms and Conditions of Purchase

1. General

- 1.1 Acceptance of our order or delivery of the goods ordered constitutes acceptance by the supplier of the following conditions and any special terms contained in our order forms. The order shall be deemed accepted unless with 5 working days of receipt it is rejected in writing or a written request is made for a deadline extension in a specific case.
- 1.2 Other deviating terms and conditions shall only be binding if the supplier makes express written reference to these and we expressly accept them in writing. Such acceptance shall apply to this order only and shall be subject to any generally applicable framework agreement governing the business relationship.
- 1.3 In the execution of the order the drawings issued or approved by us shall be binding. Samples provided by us shall serve only for explanatory purposes.
- 1.4 Any and all modifications to products that have already been subject to sampling or earlier deliveries must be reported to us in writing immediately. If the modifications are not reported to us prior to the receipt of the order, we are entitled to withdraw from current and ongoing orders immediately. If we are not notified at the correct time, we will be entitled to carry out the full delivery of unmodified products.

2. Prices

- 2.1 Unless otherwise agreed, prices shall be fixed and shall include all incidental costs, which shall be subject to the same proviso, such as freight, insurance, export, transit, import and other permits and other authorisations and certifications. Similarly included in the fixed price shall be all taxes, charges, fees, customs duties and similar payments.

3. Delivery and transfer of risk

- 3.1 Unless otherwise agreed in writing, transfer of risk shall take place following delivery and unloading at the contractually agreed destination.
- 3.2 Unless otherwise agreed in writing the quantity delivered shall exactly match the quantity ordered.
- 3.3 Each delivery must be accompanied by a detailed delivery note. This must quote the contract, commission and order number, the order item, item description, quantity, gross and net weight and delivery address. Agreed partial and balance deliveries must be identified as such.
- 3.4 The supplier is obliged to comply with local / country-specific environmental laws for the production and supply of the components and to take back his packaging free of charge at our request and dispose of it in an environmentally responsible manner.
- 3.5 To guarantee new products are used safely, the supplier shall enclose the following documents without further request:
 - Work equipment: Declaration of Conformity, Operating and Maintenance Instructions in the respective national language
 - PPE: Declaration of Conformity, Operating and Maintenance Instructions in the respective national language
 - Substances: Safety Data Sheets

4. Use of an electronic data interchange (EDI) connection

Garaventa and the supplier can mutually agree on an EDI connection, in which regard the following provisions apply:

- 4.1 Data is to be exchanged in a suitable data format, such as XML or PDF.
- 4.2 The following electronic business documents shall be exchanged between Garaventa and the supplier by means of EDI:
 - Order
 - Order modification
 - Order confirmation
 - Dispatch notification
 - Invoice

- 4.3 Both Garaventa and the supplier undertake to implement measures to protect systems and data against unauthorized third-party access, as well as against viruses and manipulation. The receipt of unreadable or incomprehensible messages over the EDI connection must be reported to the sender immediately. Any damage incurred by a contractual partner as a result of the transfer of virus-infected data must be compensated for by the sender of the data unless the sender is able to provide evidence that it implemented measures aimed at preventing such damage in line with the state of the art.
- 4.4 EDI error messages must be reported to the contractual partner. To this end, both contractual parties must set up an email inbox and provide the contractual partner with the address to which such error messages are to be sent. The duty to provide notification is deemed to have been fulfilled when the error message is forwarded to that email inbox.
- 4.5 If, for its part, the supplier utilizes the services or infrastructure of a third party to implement the EDI, Garaventa must be notified of this in writing before the EDI connection is established – the same applies if this third-party change. The supplier undertakes to ensure that the third party is also obligated to keep confidential information secret in line with item 11.
- 4.6 The establishment of an EDI connection does not affect the validity of any previous agreements between Garaventa and the supplier. In particular, these General Terms and Conditions of Purchase continue to apply without restriction to the business relationship between Garaventa and the supplier.

5. Delivery lead-time and consequences of delay

- 5.1 Delivery shall be due on the agreed delivery date or at the end of the delivery lead-time at the destination. Failure to observe the agreed times or dates shall constitute default by the supplier and no reminder will be issued.
- 5.2 The supplier may only invoke a failure in delivery by the client of its performances if it has requested these in due time and in writing and has issued a reminder.
- 5.3 For partial deliveries and early deliveries, conditions (e.g. III 6.) and times dependent upon the delivery date shall nevertheless be determined according to the dates set by contract.
- 5.4 If a delivery is delayed for reasons not attributable to us, then we may claim compensation for delay of 5% per week or part thereof, calculated on the contract price of the order affected by delay. Otherwise the legal remedies provided for in accordance with Article 107 (2) of the Swiss Code of Obligations shall apply.

6. Acceptance testing and complaints

- 6.1 Unless expressly otherwise agreed the supplier shall be under an obligation to inspect or arrange the inspection of the delivery at its cost. There is no obligation on our part to inspect the delivery. Acceptance of the delivery shall not constitute approval.
- 6.2 The period for complaints corresponds to the warranty period.

7. Warranty and liability

- 7.1 The supplier warrants on its behalf and that of its sub-suppliers that its delivery is free from defects. It warrants in particular that the contractual performance does not have any defects that impair its value or suitability, that it has the promised characteristics and corresponds to the performances and specifications stated in the order and that the contractual performance is fit for its intended purpose, without any reservations, and that it complies with the laws, rules and regulations in force at its destination.
- 7.2 Unless otherwise agreed in writing, the warranty period shall be 12 months. The warranty period begins with the successful use of the supply and if the delivery is not immediately processed further or brought into operation only after further processing or successful bringing into operation and ends at the latest 36 months after delivery takes place.
- 7.3 Our warranty claims may be in the alternative forms of repair, price reduction or compensation for loss, including damages for defects and losses as a consequence of these. In urgent cases or in the event of the supplier delaying in taking action we shall be entitled to clear or arrange clearance of the defects at the cost of the latter.
- 7.4 For replacement deliveries or repair work the warranty period starts anew.

8. Product liability

- 8.1 The supplier is aware that its products are used worldwide in climbing aids for passenger transportation installations. The products to be delivered must reflect the current state of science and technology relevant to the delivery and offer the level of safety which taking into account all circumstances and the relevant product safety regulations may be expected of it.
- 8.2 The supplier declares that through its normal business insurance or in another suitable manner it has taken measures to ensure that product liability claims can be met by it to a sufficient extent.
- 8.3 In the event that we have a product liability claim made against us the supplier shall be under an obligation, regardless of the basis of liability, to indemnify us for such claims to the extent that the loss is the result of a defect in the supply provided by the supplier.

9. Waiver and withdrawal

- 9.1 We are entitled to check progress of the work at the plant of the supplier without this justifying any liability on our part.
- 9.2 If in advance of the delivery being due it can be foreseen that the supplier will exceed the delivery date or that the delivery will not be made on time, then we may allow the supplier a short period of grace which will be subject to the threat of us waiving the delivery or withdrawing from the contract (Article 366 (2) of the Swiss Code of Obligations).

10. Non-disclosure

- 10.1 Our supplier is obligated to treat confidential information received from us as part of the business relationship as confidential with regard to third parties, and particularly to implement suitable technical, organizational, and legal measures to protect it against unauthorized access, and to use the information exclusively for the purposes of the collaboration. The following is considered confidential information: (I.) the existence of a business relationship with us; (II.) the conclusion of a contract and its content; (III.) information developed jointly with us as part of our partnership; (IV.) all information or documents that we disclose to the supplier as part of our partnership; (V.) knowledge of our operating or organizational processes obtained by the supplier as part of our partnership. This obligation does not apply if and insofar as (I.) confidential information was already known to the supplier at the time at which the contract was concluded or later becomes known to the supplier via a third party in a lawful manner, i.e. without infringing upon a non-disclosure agreement, statutory regulation, or official order; (II.) confidential information is public knowledge at the time at which the contract is concluded or later becomes public knowledge without this disclosure representing a culpable infringement of these obligations; (III.) confidential information is independently developed or learned by the supplier; (IV.) the disclosure is necessary for the purposes of the partnership or in order to protect the legitimate interests of the supplier and is made to vicarious agents (e.g. sub-suppliers) who have signed a non-disclosure agreement in line with the above obligation or advisors who are subject to a professional obligation to maintain confidentiality; (V.) we have released the supplier from the obligation, or (VI.) disclosure is mandatory on the grounds of statutory regulations, other applicable legal regulations, or a judicial or official decision. In this case, the supplier is obligated to notify us of this immediately in writing or in written form so that it can assist us in defining the scope of the disclosure to the legally admissible extent.
- 10.2 The right to duly terminate this non-disclosure obligation is excluded.
- 10.3 The supplier is obligated to pay us a contractual penalty of EUR 250,000 for each instance of a culpable infringement of this non-disclosure obligation. Provided that the infringement is based on intent on the part of the supplier, the supplier must pay a penalty for each individual infringement and not merely a blanket penalty. We reserve the right to file further claims resulting from infringements of the non-disclosure obligation. An infringement of the non-disclosure obligation entitles us to withdraw from the contract.
- 10.4 If prompted to do so, the supplier must (I.) return to us all confidential information received from us as part of the business relationship, and (II.) then delete all of it, including any copies, in full, provided that the erasure is not contradicted by any statutory storage requirements.

10.5 We process the personal data of customers, suppliers, and potential customers that are disclosed to us as part of the conclusion of each contract for the purposes of executing contracts and advertising our products to customers, suppliers, and potential customers. We have a legitimate interest in maintaining our business relationships and performing all activities that result from them. For more detailed information on the processing of personal data, please refer to our website: <https://www.doppelmayr.com/en/privacy/>.

10.6 The parties undertake to maintain data secrecy to the best of their knowledge and belief. For more information on this, please refer to our privacy policy at <https://www.doppelmayr.com/en/privacy/>.

11. Place of performance

11.1 The place of performance for delivery is the goods receiving point set by us. In the absence of this, performance shall be required at the business address from where the order was originated.

11.2 The place of performance for payments shall be our place of business.

12. Compliance / Code of Conduct

12.1 The supplier shall be under an obligation to adhere to the relevant statutory provisions, including the rules on fighting corruption. A copy of our Code of Conduct is available on our website. <https://www.doppelmayr.com/en/code-of-conduct/>

13. Applicable law / Legal venue

13.1 Swiss law shall apply to this contract.

13.2 The legal venue in any disputes arising from this contract shall be Goldau, Canton of Schwyz (Switzerland).

14. Confidentiality

14.1 All information, drawings, tools, models and so on provided by us shall remain our property and shall be treated confidentially as trade secrets.

14.2 Products which are produced on the basis of our information or with our tools or tools based on these, should not be used by the supplier or offered to third parties.

14.3 Drawings, tools and models that are made available by us or to which we have made a contribution to the production costs must be handed back to us, unless otherwise agreed in writing, at the first request and without compensation.