

General Terms and Conditions of BLS AG for the procurement of goods

1 Scope of application

- 1.1 These General Terms and Conditions (GTC) govern the conclusion, content, and handling of contracts for the procurement of goods.
- 1.2 Upon submission of the offer, they shall be deemed to have been accepted by the seller.
- 1.3 Any changes or additions must be confirmed in writing by the buyer.

2 Offer

- 2.1 The offer including demonstration shall be provided free of charge, unless the quotation request states otherwise.
- 2.2 The seller shall submit the offer on the basis of the quotation request.
- 2.3 The offer is binding for three months following submission.

3 Remuneration

- 3.1 The seller shall provide the services at set prices.
- 3.2 Remuneration applies to all services necessary for fulfilment of the contract. Remuneration covers in particular packaging, transport, and insurance costs, expenses, licence fees, and any official charges (e.g. VAT, customs). Value added tax is to be shown separately.
- 3.3 The seller is entitled to proceed with invoicing following acceptance of the goods by the buyer. Invoices are payable, unless agreed otherwise, within 30 days from the date of the invoice.

4 Place of fulfilment and transfer of risk

- 4.1 The buyer shall designate the place of fulfilment.
- 4.2 Benefits and risk shall be transferred to the buyer at the place of fulfilment.

5 Maintenance of confidentiality

- 5.1 The contracting parties shall treat as confidential all facts that are neither obvious nor generally accessible. Confidentiality is to be maintained even before conclusion of the contract and continues to apply following termination of the contractual relationship. This is without prejudice to any statutory information obligations.
- 5.2 If the seller wants to advertise with this contractual relationship or refer to it in publications, it requires the buyer's written consent.

6 Default

- 6.1 The seller shall automatically be in default in the case of non-compliance with the deadline agreed.
- 6.2 The buyer may grant the seller a period of grace with the relevant legal consequences (Art. 107 of the Swiss Code of Obligations).
- 6.3 **If the seller is in default, it shall owe a contractual penalty in the amount of 1 per mille of remuneration for each day overdue, subject to a maximum of 10 per cent of total remuneration. Payment of the contractual penalty does not exempt the seller from its contractual obligations. In cases of force majeure, no contractual penalty is due.**

7 Guarantee

- 7.1 The seller guarantees as a specialist and in view of the purpose of the merchandise supplied that the goods have the promised properties and do not have any physical or legal deficiencies that impair their value or their suitability for the intended use.
- 7.2 The seller guarantees that the goods comply with statutory provisions and the relevant EU standards.
- 7.3 The buyer shall check the item purchased without delay and no later than 30 days after delivery. After this, the item purchased shall be deemed to have been approved.

- 7.4 In the event of a deficiency, the buyer has the choice of reducing remuneration by an amount commensurate with the reduction in value, withdrawing from the contract, or requesting deficiency-free merchandise (replacement). Replacement may in particular take the form of replacement of defective components.

- 7.5 The guarantee period is 24 months from delivery of goods. The buyer shall raise an immediate written complaint regarding any deficiencies identified.

8 Documentation

- 8.1 The seller shall hand over the associated documentation in electronic and paper form together with the goods.
- 8.2 The buyer may, for the purposes of the contract, copy the documentation and pass it on to third parties insofar as this is necessary for their services in favour of the buyer.

9 Import provisions

The seller guarantees compliance with any export restrictions and import provisions from the place of origin to the place of delivery in accordance with the contract. The seller shall inform the buyer in writing of any export restrictions applicable to the country of origin.

10 Assignment and pledging

The seller's claims under the order may not be assigned or pledged without the buyer's prior written consent.

11 Procedural principles

- 11.1 For services in Switzerland, the seller undertakes to guarantee occupational safety provisions and working conditions at the place of performance as well as the equal treatment of women and men in terms of equal pay. For services abroad, the seller undertakes to comply with the fundamental conventions of the International Labour Organisation (ILO).
- 11.2 BLS Ltd. is under an obligation to report on non-financial matters pursuant to Art. 964a et seq. of the Swiss Code of Obligations (OR). It and its subsidiaries (incl. BLS Netz AG) are subject to the due diligence and reporting obligation regarding minerals and metals from conflict areas and child labour pursuant to Art. 964j et seq. OR. The seller undertakes to provide the information requested by BLS for the fulfilment of these obligations in full and in writing within the set deadline and to comply with these obligations itself, insofar as it is subject to them.

- 11.3 The seller undertakes to extend these requirements to the third parties it commissions.

- 11.4 **Sellers who do not comply with the procedural principles in accordance with points 11.1 and 11.2 shall owe a contractual penalty. It amounts to 10 per cent of the contract amount, subject to a minimum of CHF 3,000.00 and a maximum of CHF 100,000.**

12. Guaranteeing integrity

- 12.1 The parties undertake to take all necessary measures for the avoidance of corruption so that, in particular, no gratuities or other benefits are offered or accepted.

- 12.2 **In the event of failure to comply with this obligation, the seller has to pay the buyer a contractual penalty. This amounts to 10 per cent of the total remuneration per infringement, subject to a minimum of CHF 3,000.00.**

- 12.3 The seller acknowledges that an infringement will generally lead to the cancelling of the surcharge and to an early dissolution of the contract for important reasons by the buyer.

13. Public liability insurance

- 13.1 The seller shall take out, as a minimum, a liability insurance policy in the amount of CHF 5 million per claim event and per year for physical injury, damage to property, and any resulting financial loss.

14 Inconsistencies and partial invalidity

- 14.1 In the event of inconsistencies between provisions, the following order of priority applies: contract document, GTC, quotation request, offer.

14.2 If any individual provisions of the contract prove to be invalid or illegal, this shall not affect the validity of the contract. The provision concerned should be replaced in this case with an effective provision that comes as close as possible from an economic perspective.

15 Applicable law and place of jurisdiction

15.1 Swiss law is the only applicable law.

15.2 The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention SR 0.221.211.1) is expressly excluded.

15.3 The exclusive place of jurisdiction is Bern.