

General Terms and Conditions of Contract

- 1 Scope of application and basic principles**
- 1.1 These general terms of delivery ("TERMS") shall apply to all legal relationships (offers, contract negotiations, agreements, etc.) between Geobruigg AG ("GEOBRUGG") and its clients ("CLIENTS") concerning (i) the sale and delivery of products and works ("SUPPLIES") and (ii) the provision of services such as assembly or assembly supervision ("SERVICES") by GEOBRUGG to the CLIENT.
- 1.2 Unless explicitly agreed otherwise, these TERMS shall constitute an integral part of the legal relationships in existence between GEOBRUGG and the CLIENT, including in particular contracts. Any stipulations that depart from these TERMS shall only be legally binding if expressly offered or expressly accepted by GEOBRUGG in writing.
- 1.3 By placing an order with GEOBRUGG, the CLIENT confirms, accepts and consents to the fact that the SUPPLIES and SERVICES are governed by these TERMS. GEOBRUGG reserves the right to amend these TERMS at any time. Any amendments shall take effect upon notification to the CLIENT in respect of all legal relationships established thereafter between GEOBRUGG and the CLIENT.
- 1.4 All of the CLIENT's general terms and conditions and other contract documents are hereby explicitly excluded unless GEOBRUGG expressly consents thereto in writing, even if such general terms and conditions or other documents of the CLIENT were included in the CLIENT's order or order confirmation or otherwise communicated to GEOBRUGG.
- 1.5 The contract shall be deemed to be formed upon the CLIENT's receipt of confirmation of GEOBRUGG's acceptance of the order ("ORDER CONFIRMATION"). Offers that contain no deadline for acceptance are not legally binding.
- 1.6 No agreements or legal declarations between the parties shall be effective unless formulated in writing. Declarations sent or recorded by e-mail shall be regarded as written declarations by the relevant party.
- 1.7 The SUPPLIES and SERVICES are exhaustively listed in the ORDER CONFIRMATION.
- 1.8 All descriptions of SUPPLIES and SERVICES and particulars contained in brochures, plans, and so on, are subject to technical modifications and improvements (measured values, weights, etc.). In principle, such particulars are not deemed to reflect the contractually binding qualities of SUPPLIES and SERVICES unless expressly stated as such.
- 1.9 GEOBRUGG's price lists, product descriptions, brochures, plans and so on are not legally binding and may be amended or revoked at any time, unless explicitly specified otherwise in the relevant document.
- 2 Prices and payment terms**
- 2.1 The prices and terms of payment shall be governed by the ORDER CONFIRMATION. The payment deadline must be adhered to even in the event that contractual performance is delayed or that negligible parts of the SUPPLIES and/or SERVICES are still outstanding.
- 2.2 The prices indicated shall be net prices, plus any statutorily applicable use tax, value added tax, "Goods and Services Tax" (GST) or other comparable tax in the country of destination, unless the liability to account for and pay such tax is reserved to the CLIENT in the country of destination according to the reverse charge mechanism. In addition, the prices are quoted EXW at GEOBRUGG's registered office (INCOTERMS 2010).
- 2.3 The place of performance for the purposes of payment shall be at the registered office of GEOBRUGG. The CLIENT is not entitled to withhold payments or offset counterclaims.
- 2.4 Upon expiry of the payment deadline, the CLIENT shall be automatically deemed to be in default without formal reminder and shall owe default interest of 8% per annum.
- 3 Delivery periods and deadlines**
- 3.1 The period for delivering the SUPPLIES or providing the SERVICES ("DELIVERY PERIOD") shall commence following conclusion of the contract as soon as all material prerequisites for the delivery of the SUPPLIES or the provision of the SERVICES have been fulfilled (e.g. receipt of advance payments, completion of administrative formalities, technical issues cleared up). The DELIVERY PERIOD shall be deemed to be complied with if the SUPPLIES are made available to the CLIENT EXW at GEOBRUGG's registered office (or any other expressly agreed INCOTERM) or the SERVICES have been provided prior to the expiry of the DELIVERY PERIOD.
- 3.2 The DELIVERY PERIOD shall not start to run, or shall respectively be extended accordingly, in the event of any impediment that GEOBRUGG is unable to avoid despite having exercised all due care or upon the occurrence of any circumstances that are beyond the control of GEOBRUGG.
- 3.3 If the DELIVERY PERIOD is not complied with, the CLIENT may claim liquidated damages in respect of the delay, provided that GEOBRUGG was demonstrably at fault for the delay and a loss thereby arose for the CLIENT. Liquidated damages shall amount to 0.2 % of the contractual price for the part of the SUPPLIES or SERVICES that is delayed for each full week of delay, and shall be limited to a total of 5 % of the contractual price for the part in question. No entitlement to claim liquidated damages shall arise during the first two weeks of delay and the CLIENT shall not have any rights and claims in relation to any delay not exceeding two weeks. The CLIENT shall set a reasonable grace period for GEOBRUGG in writing once the maximum level of liquidated damages has been reached (5 % of the contractual price for the delayed part). If this grace period is not complied with due to reasons beyond the control of GEOBRUGG, the consequences of default shall be those provided for by law.
- 3.4 In the event that a particular deadline has been agreed to rather than a DELIVERY PERIOD, the deadline in question shall be regarded as the last day of the DELIVERY PERIOD. Clauses 3.1-3.3 (and 3.5) shall apply *mutatis mutandis*.
- 3.5 The CLIENT shall not be entitled to any rights and claims as a result of delayed provision of SUPPLIES or SERVICES, except as expressly specified in this clause 3. This limitation of liability shall not apply in the event of gross negligence or unlawful intent by GEOBRUGG, or to the extent otherwise excluded by mandatory law.
- 4 Transfer of risk**
- Risk shall transfer upon delivery EXW at GEOBRUGG's registered office (INCOTERMS 2010).
- 5 Acceptance**
- 5.1 The CLIENT shall examine the SUPPLIES promptly upon receipt and notify GEOBRUGG in writing of any complaints relating to defects within 7 days of receipt of the SUPPLIES. The SUPPLIES shall be deemed to have been approved in the event that the CLIENT fails to conduct an examination and to give notice of any defects in accordance with this clause 5.1.
- 5.2 If the SUPPLIES do not feature any defects or only negligible defects, the SUPPLIES shall be deemed to have been accepted upon completion of the examination.
- 5.3 The CLIENT's rights in relation to defects shall be determined in accordance with clause 6.
- 6 Warranty**
- 6.1 GEOBRUGG hereby warrants to the CLIENT that the SUPPLIES have no substantial defects of processing or materials impairing proper use of the SUPPLIES at the time of their delivery. Any further product warranty and warranty of title is expressly excluded, unless expressly agreed otherwise in the ORDER CONFIRMATION and/or the contract.
- 6.2 GEOBRUGG shall not be held liable for any defects for which the CLIENT is responsible due to its own fault or that result from normal wear and tear, improper assembly, use of the SUPPLIES in an improper manner or in violation of the contract or applicable laws and utilisation of the SUPPLIES contrary to their purpose, utilisation of materials of the CLIENT or third parties, assembly or servicing by the CLIENT or third parties, absence of maintenance and/or improper modification or repair of the SUPPLIES by the CLIENT or a third party, overloads, natural disasters, environmental damage or resulting from other circumstances beyond GEOBRUGG's control.
- 6.3 Terrorism and criminal attacks, burglary and prison breakouts, vandalism, sabotage, incidents and industrial or infrastructure accidents, overloads, natural disasters, environmental damage, as well as similar threats or hazards are sporadic and unforeseeable with respect to the time, place and intensity. The cause and methods of attack may be quite different and unpredictable and even consist of a combination of various methods and causes. In light of the many different factors influencing such events, there can be no exact science ensuring the protection of persons, things, infrastructure, etc. The CLIENT can promote protection in specific areas of risk, however, through appropriate engineering calculations using predictable parameters and the proper arrangement of proper protective measures. Besides other factors, the surveillance and inspection of the SUPPLIES and maintenance by the CLIENT are absolutely necessary to ensure protection. Such protection may be reduced not only by the above-mentioned events (terrorism, criminal attacks, etc.) but also by insufficient design principles or failure to use the prescribed standard components and/or systems or original parts and/or by corrosion (caused by corrosive processes, environmental pollution or other human factors as well as other outside influences). GEOBRUGG gives no guarantee of safety and shall not be held liable for defects that occur as the result of the above-mentioned events and/or circumstances.
- 6.4 If the SUPPLIES prove to be defective prior to expiry of the warranty period, then the CLIENT's sole claim shall be to demand elimination of the defects within a reasonable time (at GEOBRUGG's option: repair or replacement), provided such defects are imputable to GEOBRUGG. There shall be no entitlement to withdraw from the contract (rescission), to reduce the purchase price (reduction) or to substitute performance and/or damages.
- 6.5 GEOBRUGG's obligation to eliminate the defects is conditional on the CLIENT giving GEOBRUGG written notice of the relevant defects within 7 days after receiving the SUPPLIES (see clause 5.1) or, in the case of concealed defects, promptly after the detection thereof and, in any case, prior to expiry of the warranty period.
- 6.6 GEOBRUGG shall only bear the costs of remedial action that it incurs through its own work. All other costs shall be chargeable to the CLIENT. In the event that a "warranty claim" is not covered by the warranty, the CLIENT shall bear all costs arising for GEOBRUGG as a result of the assertion of respective claim.
- 6.7 Any involvement by GEOBRUGG in investigating or rectifying defects shall have no impact on the existence and scope of the warranty.
- 6.8 The warranty period shall be 12 months, commencing on delivery of the relevant SUPPLIES or, if the assembly of the relevant SUPPLIES is performed by GEOBRUGG, commencing after completion of such assembly, but in any case shall expire no later than 14 months after delivery of the relevant SUPPLIES. In the event that any SUPPLY is replaced or repaired by GEOBRUGG, the relevant 12-month period shall commence upon delivery of the original SUPPLY.
- 6.9 The CLIENT shall not be entitled to any rights and claims in relation to defects or the absence of any warranted quality (properties) except as expressly specified in this clause 6. This limitation of warranty claims and liability shall not apply in the event of gross negligence, unlawful intent or fraudulent concealment by GEOBRUGG, or to the extent otherwise excluded by mandatory law.
- 7 Services**
- 7.1 The object and scope of the SERVICES shall be specified exhaustively in the relevant contract. In particular, GEOBRUGG shall provide SERVICES in the area of assembly or supervision of the assembly of the SUPPLIES; such services of assembly or assembly supervision shall be governed on a subsidiary basis by GEOBRUGG's separate terms of assembly.
- 7.2 The CLIENT shall examine the SERVICES promptly after they have been provided and notify GEOBRUGG of any complaints in writing immediately and under no circumstances within more than 7 days from the provision of the SERVICES (the date of the postmark is decisive). In the event that the CLIENT fails to make such a notification, the SERVICES shall be deemed to have been accepted.
- 7.3 Unless expressly agreed otherwise, GEOBRUGG shall be liable to the CLIENT only for performing the SERVICES with due care, and thus shall not be liable for specific results, especially not in the case of consulting services related to the SUPPLIES. GEOBRUGG shall provide consultancy services to the best of its knowledge and belief, but does not warrant that the SUPPLIES are suitable for their intended usage by the CLIENT. The SERVICES of GEOBRUGG shall be based on the documentation of the CLIENT or of third parties made available. The CLIENT is responsible for ensuring that the documentation is up to date, complete and correct. GEOBRUGG does not accept any liability for deficient documentation or instructions. Otherwise, liability shall be determined in accordance with clause 9.
- 7.4 Clause 6 shall apply *mutatis mutandis* in the event that liability as to specific results is expressly agreed to by GEOBRUGG.

- 8 Retention of title**
The SUPPLIES shall remain the property of GEOBRUGG until the CLIENT has complied with the duty to make payment and GEOBRUGG has received in full all payments in accordance with this contract. The CLIENT shall be obliged to cooperate promptly in any action to uphold the ownership of GEOBRUGG. The CLIENT also authorises GEOBRUGG to enter its right of ownership in the relevant register of retention of title, in the event that GEOBRUGG wishes such an entry to be made.
- 9 Liability, limitation of liability**
9.1 GEOBRUGG's liability arising out of or in connection with this contract or the improper performance thereof shall be limited to a total amount of 50% of the agreed price for the SUPPLIES or SERVICES executed. This includes, in particular, any claims relating to delayed performance under clause 3.3.
9.2 The CLIENT shall not be entitled to claim compensation for indirect, collateral and consequential damages, loss of profit and unrealised savings, irrespective of the legal basis for claiming such damages. The same shall apply for damages attributable to the causes regulated under clause 6.2 or 6.3 (the CLIENT's own fault, ordinary wear and tear, improper assembly, etc., or terrorism, criminal attacks, etc.) as well as actions and omissions of vicarious agents.
9.3 All rights and claims of the CLIENT under or in relation to the contract or its deficient performance, irrespective of the legal basis, are expressly and exhaustively specified in these TERMS. There shall be no further rights and claims.
- 9.4 These limitations of liability shall not apply in the event of gross negligence or of unlawful intent by GEOBRUGG, or to the extent otherwise excluded by mandatory law.
- 10 Return of (parts of the) supplies**
Return of all or parts of the SUPPLIES is subject to GEOBRUGG's express prior written consent on a case-by-case basis.
- 11 Data protection**
GEOBRUGG processes particular personal data of its CLIENTS in relation to the contractual relationship or prior to entering into a contract. Data are processed by GEOBRUGG in accordance with the relevant provisions of the EU General Data Protection Regulation (GDPR), taking account of the relevant national data protection law. All relevant information relating to data processing is set out in the section "Data Protection Guidelines for the General Terms and Conditions of Contract of Geobrugg AG".
- 12 Involvement of third parties**
GEOBRUGG shall be entitled to involve third parties in contractual performance. GEOBRUGG shall bear responsibility for the services of any third parties involved in the same manner as for its own.
- 13 Intellectual property rights**
13.1 GEOBRUGG or any licensors shall retain all rights over all SUPPLIES and SERVICES, descriptions, brochures, plans, documents and data carriers, including rights under patent law and copyright or any other intellectual property rights. The CLIENT acknowledges these rights of GEOBRUGG or its licensors.
- 13.2** GEOBRUGG confirms that, as far as it is aware, the descriptions of SUPPLIES and SERVICES, brochures, plans, documents and data carriers provided to the CLIENT do not infringe any third party rights. However, GEOBRUGG does not provide any guarantee or warranty that the descriptions of SUPPLIES and SERVICES, brochures, plans, documents and data carriers provided to the CLIENT do not infringe any third party rights.
- 14 Severability clause**
Should any individual terms of these TERMS be invalid or unenforceable, this shall not affect the validity of the remaining terms and of these TERMS as a whole. The invalid or unenforceable term shall be replaced by a valid term that comes as close as possible to the economic purpose of the invalid or unenforceable term.
- 15 Jurisdiction and applicable law**
15.1 The exclusive place of jurisdiction shall be Romanshorn, Switzerland. GEOBRUGG shall however also be entitled to take action against the CLIENT at the CLIENT's domicile/registered office. If the CLIENT has its domicile/registered office abroad, Romanshorn, Switzerland shall also be the place of debt enforcement.
15.2 The legal relationship shall be governed by substantive Swiss law, to the exclusion of conflict of law principles and the UN Convention of 11 April 1980 on the international sale of goods (Vienna Sales Convention, CISG).

Romanshorn, July 2019

Conditions of Installation

- 1. General**
1.1 These Conditions of Installation ("Conditions") shall apply to the performance of the installation and supervision of installation by Geobrugg ("Services") of products ("Supply") delivered by Geobrugg in accordance with Geobrugg's General Conditions of Contract ("General Conditions"). The scope of the Services is exhaustively set forth in the Order Acknowledgement as well as in the working reports prepared by Geobrugg's personnel.
1.2 These Conditions are made an integral part of the General Conditions and shall apply to the performance of the Services to the extent not in contradiction with the General Conditions.
- 2. Provision of Services**
2.1 Geobrugg shall perform the Services in a professional manner and through qualified personnel. Geobrugg shall at any time be entitled to subcontract the performance of the Services or any parts thereof to third parties.
2.2 If the event the scope of the Services is limited to support of installation, such Services shall be provided exclusively as specified in the system manuals of Geobrugg.
2.3 In the event, for any reasons beyond the reasonable control of Geobrugg, Geobrugg's personnel are significantly prevented from performing the Services or are prevented from performing the Services during a period of a total of 0.5 days, then Geobrugg shall be entitled to arrange the return of the personnel.
- 3. Working Time**
3.1 Except as otherwise provided for in mandatory regulations applicable at the installation site, the working time shall be as set forth in Geobrugg's Order Acknowledgement and in the working reports prepared by Geobrugg's personnel.
3.2 The normal weekly working time shall consist of five working days. The normal daily working time shall be between 8 a.m. and 5 p.m. Changes in the normal daily working time, in particular due to the season, shall remain expressly reserved.
3.3 Working hours performed in excess of the normal weekly or the normal daily working time shall be considered as overtime. The performance of overtime work shall require a prior mutual agreement in writing. Overtime work shall not exceed the normal daily working time by more than 3 hours, or shall overtime work exceed the normal weekly working time by more than 12 hours.
- 3.4 The normal working hours between 5 p.m. and 8 a.m. shall be considered as night work on working days (except for overtime night work). Overtime night work shall be the work performed between 5 p.m. and 8 a.m.
3.5 Work performed on Sundays or on week days being rest days at the installation site is considered as Sunday work. The work performed on legal holidays applicable at the installation site shall be considered as holiday work.
3.6 Travelling time, as well as an appropriate order related time for preparation of the performance of the Services and processing time after the trip, shall be considered as working time.
3.7 In the event, for any reasons beyond the reasonable control of Geobrugg, Geobrugg's personnel are prevented from performing the Services or for any reason detained after completion of the Services, Geobrugg shall, without prejudice to Clause 2.3 hereof, be entitled to invoice the waiting time as working time and to invoice the travelling costs. All other associated costs shall be borne by the Customer. The same shall apply to other downtimes beyond the reasonable control of Geobrugg.
- 4. Prices**
4.1 The Services shall be invoiced according to time and material calculated on the basis of Geobrugg's daily rates or hourly rates applicable at the time the Services are performed. The preparation of technical documents and any other accompanying services shall be invoiced according to time and material as well.
4.2 Taxes (e.g. withholding taxes, value-added taxes), customs duties, levies, fees, social security charges and the like to be paid by Geobrugg or its personnel in connection with the Contract or the performance thereof, as well as the administrative costs associated therewith shall be borne by the Customer.
4.3 In addition, in particular personnel costs (time sheets), travelling costs (transportation, costs for visa, import and export permits etc.), accommodation expenses, costs for tools and equipment and additional services shall be invoiced according to time and material as well.
- 5. Obligations of the Customer**
5.1 The Customer shall ensure that the permits required in connection with the performance of the Services (e.g. entry and exit permits and working permits for Geobrugg's personnel), as well as the permits for import and export in particular of tools, will be granted in a timely manner and will remain valid during the performance of the Contract.
5.2 The Customer shall properly perform the preparatory work required for the performance of the Services and shall in particular ensure that the transport routes and the free access to the installation site will be in a condition allowing the Services to be performed, and will be maintained in this status during the performance of the Contract.
5.3 The Customer shall be responsible for the security of the installation site and the safety of Geobrugg's personnel during the performance of the Contract.
5.4 The Customer shall store material and spare parts efficiently and in such a manner that material and spare parts are protected from harmful influences and acts by third parties.
5.5 The Customer shall, during the performance of the Contract, ensure in accordance with Geobrugg's requests as follows: Water and wastewater supply, electrical energy supply, lighting, necessary storage facilities and workstations at the installation site, access routes and waste disposal, as well as a list specifying local administrative offices and emergency services.
5.6 The Customer shall, within 30 days after use, return in perfect condition installation aids (e.g. drill gauges, helicopter suspension tackle) that have been made available to it. The repair of defective installation aids and the replacement of installation aids not returned to Geobrugg shall be invoiced to the Customer. The risk associated with the return of the installation aids shall be borne by the Customer.
5.7 The Customer shall fulfil its obligations under this Clause 5 in a timely and proper manner and at no cost to Geobrugg. In the event the Customer fails to fulfil its obligations in such a manner, Geobrugg shall be entitled without further notice to perform the respective services at Customer's risk and cost, or to engage a third party to perform such services at Customer's risk and cost. The Customer shall fully indemnify Geobrugg against any claims by third parties.

Data Protection Guidelines

for the General Terms and Conditions of Contract of Geobruugg AG

General

1. General and scope

- 1 In the initiation and performance of its contractual relationships, Geobruugg AG processes certain personal data from its customers. In doing so, Geobruugg AG is obliged to adhere to the EU's General Data Protection Regulation (GDPR) and respective national data protection legislation. Geobruugg AG always processes personal data in accordance with the respective relevant provisions.
- 2 In this document, Geobruugg AG provides information on the processing of its customers' personal data in the performance or initiation of its contractual relationships as well as the rights that customers have in this context.

2. Data categories

- 3 Geobruugg AG processes the personal data of its customers that it obtains as part of its business relationships with customers or from third parties. This applies in particular to the following data: contact data (name, address, telephone number and email address) and – where required for the purposes of contract execution – details concerning banks or payment methods (bank, account number, reason for payment, credit card information), information from publicly available sources or information databases (e.g. internet, commercial register, debt collection register) as well as other data that the customers of Geobruugg AG may offer in the performance or initiation of the contractual relationship.

3. Legal basis and purpose of the processing

- 4 Geobruugg AG only processes personal data in a lawful manner. Data processing is specifically

carried out on the following legal bases and for the following purposes:

- For the fulfillment and/or initiation of a contract, its performance and the termination of the contractual relationship (Art. 6(1)(b) GDPR); e.g. supply or rendering of a service and payment process or general correspondence with customers;
 - For the fulfillment of a legal obligation to which Geobruugg AG is subject (Art. 6(1)(c) GDPR); e.g. fiscal retention and reporting obligation – or obligation to inform authorities, etc.;
 - On the basis of consent granted by the customer (Art. 6(1)(a) GDPR); e.g. participation in surveys or marketing campaigns;
 - For the safeguarding of the legitimate interests of Geobruugg AG (Art. 6(1)(f) GDPR); e.g. assertion and enforcement of legal claims, defense of own assets; securing of IT security and compliance requirements, etc.
4. **Transfer of data to third parties**
 - 5 In line with item 2 above, Geobruugg AG may transfer personal data for the purposes outlined in item 3, i.e. for the performance of a contractual relationship, to affiliated companies of BRUGG GROUP AG.
 - 6 Some of these affiliated companies and other recipients are in Switzerland, but they may also be in other countries. The transfer of personal data to third countries or to countries outside the European Union or to international organizations is carried out in accordance with legal provisions (Chapter V GDPR, Art. 44 et seq.), i.e. with a constant guarantee of data security.

- 7 In the event that Geobruugg AG uses an external service provider for certain business activities, Geobruugg AG will enter into appropriate contract data processing contracts with such service providers to guarantee the protection of personal customer data in accordance with Art. 28 GDPR.

5. Duration of retention

- 8 In general, Geobruugg AG only stores the relevant personal data as long as required for the concrete processing purpose. In some circumstances, Geobruugg AG may also store the data beyond this point, specifically to safeguard its rights in the event of legal dispute and/or to satisfy its statutory obligations (information to public entities). In general, personal data is deleted as soon as the purpose of the processing or storage is void.

Rights of the data subject

Data subjects have the right to receive information about the processing of the personal data related to them (Art. 15 GDPR) in accordance with the legal provisions of the right to rectification, erasure or restriction of processing (Art. 16, Art. 17 and Art. 18 GDPR) and – where applicable – to change or withdraw their consent for data processing at any time with effect for the future. Data subjects then have a right to object to the processing under statutory provisions (Art 21. GDPR) and the right to lodge a complaint with a responsible regulatory authority (Art. 77 GDPR). Finally, under the requirements stipulated in Art. 20 GDPR, data subjects are entitled to receive personal data related to them in a structured, commonly used and machine-readable format and to transmit this data to another controller without hindrance from Geobruugg AG.

Contact

The controller pursuant to the GDPR and other national data protection legislation of the member states as well as other data protection provisions is:

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CH-8590 Romanshorn
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