

General Terms and Conditions of the Amstein + Walthert Group for Consulting Services (GTC-CS)

Status: April 2024

1. Principles and scope

- 1.1. These General Terms and Conditions (henceforth GTCs) govern the conclusion, content and processing of contracts on the provision of consulting services by companies of the Amstein + Walthert Group.
- 1.2. The Parties are referred to in the following as the Contractor and the Client.
- 1.3. The GTCs form an integral part of the contract when enclosed to the offer or the order confirmation of the Contractor, irrespective of whether the contract is concluded by email or in writing. They shall also apply to subsequent contracts between the Parties, even if not expressly referred to again.
- 1.4. The following documents are part of the contract:
 1. The offer or the order confirmation of the Contractor together with enclosures
 2. These GTCs
 3. The documents relating to the project as far as they concern the content of the contract (e.g. tender documents, plans, etc.)In the event of contradictions between contract components, the above order of precedence shall apply.
- 1.5. Agreements that deviate from these GTCs, in particular in the general conditions of the Client, shall only be applicable if the Contractor agrees to them in writing.

2. Validity of the offer

Unless otherwise agreed, the Contractor is bound by the offer for a period of three months from the date of preparation.

3. Changes to the agreed service

Additional services and changes to the contractually agreed services must be agreed in writing. Unless otherwise agreed, the additional work thereby incurred for the Contractor shall be billed according to the actual time spent.

4. Involvement of employees and third parties

The Contractor is permitted to involve additional employees than those appointed to the project organisation or to substitute same with others with equivalent qualifications, if necessary. Furthermore, the Contractor is permitted to involve third parties in service provision.

5. Reference

The Contractor is permitted to use the name of the project, the Client and the services of the Contractor as

well as a logo for reference purposes in its advertising and offer documents, for example.

6. Obligations of the Client

The Client shall provide the Contractor in advance and in good time with all the necessary bases for the performance of the service.

The Client shall appoint a responsible project manager for the project for all project-specific concerns. Moreover, the Client shall establish all necessary connections with internal individuals and support the Contractor in effecting important project decisions.

The Client shall provide the necessary project documents and take necessary decisions within a reasonable period; otherwise, it shall bear the adverse consequences from non-compliance with deadlines.

7. Fee

Unless otherwise agreed, the agreed services shall be billed according to the actual time spent and at the agreed hourly rates. The Contractor is entitled to charge night and weekend surcharges. Travel time is considered normal working time.

If the Parties agree on a fixed or global price or a cost ceiling, these shall be expressly designated as such. Services that are included in the global/fixed price or the cost ceiling must be listed in the contract. Services which are not expressly declared as included in the agreed global/fixed price or in the cost ceiling shall be billed according to the actual time spent.

All remuneration including hourly rates are exclusive of VAT.

8. Incidental costs and expenses

Unless otherwise agreed, incidental costs are charged in addition to the fee and amount to a flat rate of 5% of the total fee.

If it is agreed that the incidental costs are included in the fee, the Contractor is nevertheless entitled to additionally bill third-party costs incurred in connection with the provision of the service (e.g. rental costs of measuring devices, fees of online platforms, premiums for insurance policies, etc.).

9. Price changes following price increases

Unless otherwise agreed, the Contractor is entitled to the adjustment of remuneration according to price increases. The price adjustments shall be calculated in accordance with the most recent SIA 126 standard "Price adjustments for services provided by planners following price fluctuations" at the time the contract is concluded.

10. Terms of payment

Invoices shall be issued on a monthly basis.

Invoices are due immediately and must be paid within 30 days of the invoice date.

The Client must notify the Contractor of any objections to the invoice in writing within 10 days, stating the reasons. Without such notification, the invoices shall be deemed accepted.

In the event of non-compliance with the payment dates and deadlines, the Client shall be in default without a reminder. Interest on arrears of 5% p.a. shall be due.

The Contractor shall charge reminder fees in the amount of CHF 40. The Contractor is furthermore entitled to immediately discontinue the provision of services and/or to terminate the contract without notice or compensation and to charge the Client for all costs incurred by the Contractor as a result.

11. Cost information

If the Contractor provides cost information, unforeseeable price increases (in materials and services) shall be taken into account as follows when assessing compliance with any agreed degrees of accuracy: in the event of price changes of more than 5%, these shall be applied collectively to the respectively agreed degrees of accuracy.

12. Deadlines

In the event of an expired deadline for which the Contractor is responsible, the Contractor shall only enter default following an unsuccessful reminder and the expiry of a reasonable grace period set therein.

Compliance with agreed deadlines and periods is subject to the requirement that the cooperative acts of the Client and project progress permit fulfilment of the order. Any delays in the construction process, including construction delays and supply disruptions due to circumstances for which the Contractor is not responsible, shall entitle the Contractor to suitably extend agreed deadlines and periods even after contract conclusion and for the duration of service provision.

Where construction delays and/or supply disruptions result in additional costs in the services offered by the Contractor, these shall be offered and billed according to the actual time spent.

13. Confidentiality

The Parties undertake to keep secret and not to make available to third parties all information, documents, etc., received in connection with the contract and not generally accessible, even after termination of the contract, unless this is necessary for the intended use of the item or the provision of the service.

The Parties undertake at their choice to return or delete all personal and material data following the end of this contract, subject to any statutory retention periods within Switzerland, without retaining a copy thereof and to confirm such deletion accordingly.

14. Data protection

The Client confirms that it has taken note of the "Data Protection Declaration for Business Partners" of the Contractor. The data protection declaration is available at <https://amstein-walthert.ch/de/datenschutzerklarung-geschäftspartner/> and becomes part of the contract in the version valid at the time of the conclusion of the contract.

The Parties undertake to comply with the Swiss Data Protection Act and the Swiss Data Protection Regulation, in particular to process personal data exclusively for the purposes of this contract. Data shall not be transmitted to a third country.

15. Liability

The Contractor is liable exclusively for damage caused by its own gross negligence or wilful misconduct. Liability for the services of external auxiliary persons is excluded. Both provisions apply with respect to contractual and non-contractual liability.

Liability for consequential harm caused by a defect and indirect damage is excluded in full to the extent permitted by law.

16. Intellectual property rights

The Contractor is entitled to the rights to the work results created at the Contractor within the framework of the fulfilment of the contract. Upon full payment of the fee, the Contractor shall grant the Client the right to use the documents prepared and/or provided by the Contractor for the project.

Insofar as the Parties have jointly created intellectual property, they grant each other the authority in perpetuity to use and exploit these rights independently of each other without restriction, subject to the duty of confidentiality.

Pre-existing intellectual property rights shall remain with the respective Party or the third-party rights holder. If intellectual property rights of third parties are recognisable to the Client as part of the services of the Contractor, the Client shall also recognise the terms and conditions of use and licences of these third parties.

17. Quality management

The Contractor is certified according to ISO 9001 and follows the SIA 2007 information sheet on quality in construction with respect to the use of quality-specific terms.

18. Insurance

The Contractor has insurance cover customary in the industry (personal injury and property damage; damage to buildings, plant and property), which will be maintained for the duration of the performance of the order. The policy shall be presented at the request of the Client.

19. Contract transfer and offsetting

The assignment of the contract as a whole or of individual rights or claims arising therefrom by the Client requires the prior consent of the Contractor.

The Contractor may transfer the contract or individual rights and obligations under it to companies within the Amstein + Walthert Group without the Client's consent. The Client is only able to offset mutual claims with the consent of the Contractor.

20. Duration and termination of the contract

Unless otherwise agreed, the contract ends with the fulfilment of the contractual obligations.

The Parties are entitled to terminate the contract without stating reasons, with a notice period of one month in writing to the end of any month.

If such termination by the Client occurs at an inopportune time, the Contractor is entitled to demand a surcharge in addition to the fee for the work performed in accordance with the contract. The surcharge shall amount to 10% of the fee for the withdrawn part of the contract or more if the proven damage is greater. Termination at an inopportune time shall be deemed to have occurred in particular if the Contractor has not given any justified cause for termination and the termination is disadvantageous for the Contractor with regard to the time and the dispositions made by it.

The Contractor is entitled to terminate the contract immediately in the event of non-compliance with the payment dates and deadlines, without the Client being entitled to any reimbursement, compensation or other claims as a result.

21. Severability clause

Should individual provisions of this contract be incomplete, legally invalid or unenforceable for other reasons, the validity of the other provisions of the contract shall not be affected thereby. In such a case, the Parties shall reach an agreement which replaces the provision in question with a valid provision which is as economically equivalent as possible.

22. Applicable law and place of jurisdiction

Swiss substantive law exclusively applies, to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International

Sale of Goods of 11 April 1980 (Vienna Sales Convention).

The place of jurisdiction is the registered address of the Contractor. The Contractor is entitled to sue the Client at its place of business.