

## 1. Scope of application

These General Terms and Conditions of Purchase (hereinafter 'GTCP') apply to all orders for the purchase of services or the purchase of goods issued by CIMO, regardless of their legal form or nature, unless a restriction is expressly provided for in an order or contract for one or more types of services or purchase of equipment.

In the event of any contradiction between the GTCP and an order, the order shall prevail.

General terms and conditions and other documents issued by the service provider or supplier which supplement or deviate from these GTCP will only become an integral part of the contract with the prior written consent of CIMO, which will have mentioned this in its order, even if the service provider or supplier refers to its own terms and conditions, for example as part of its order confirmation.

By expressly or tacitly accepting CIMO's orders, the service provider or supplier unconditionally acknowledges the exclusive application of these GTCP unless otherwise agreed in writing with CIMO.

## 2. Orders

Only written orders are valid. No order or modification of an order issued by CIMO can be taken into account without prior written consent of CIMO.

Unless expressly agreed otherwise, all orders must be confirmed by the service provider or supplier within 5 days of the order being issued.

## 3. Prices

The prices agreed for an order are valid until the complete execution of the said order. A reservation by the service provider or supplier with regard to a possible price increase is only valid with the prior written consent of CIMO. The prices quoted by the service provider or supplier are net prices. VAT is deducted separately.

## 4. Personal execution

The service provider or supplier is obliged to execute orders personally. The execution of an

order by CIMO may only be transferred to a third party on the express condition that CIMO is informed and gives its prior written consent to the service provider or supplier, in which case these GTCP remain unaffected and fully applicable.

In all cases, the service provider or supplier is liable for the services of its auxiliaries and third parties to whom it has given an order in the same way as for its own services.

In the event of a breach of this provision, CIMO will have the right to cancel any order in progress or already executed, without compensating the service provider or supplier in any way whatsoever and without prejudice to its rights to claim compensation, in particular damages.

## 5. Place of performance or delivery

Unless otherwise stipulated in the order, the place of performance or delivery is the Monthey chemical site.

## 6. Guarantee of quality

The service provider or supplier guarantees that the work entrusted to it will be carried out carefully, in accordance with all the rules of the trade and on time, corresponding to the level of execution agreed in the order and the documents contained therein (call for tenders, specifications, etc.). The service provider or supplier guarantees CIMO that the service provided or the goods delivered will be carried out at the place of performance or delivery in accordance with the specifications and criteria defined in the order and the documents contained therein (call for tenders, specifications, etc.) and in compliance with the applicable standards and laws.

The service provider or supplier undertakes to comply with the legal provisions relating to environmental protection in force at the place where the services are provided. In addition, it undertakes to behave responsibly with regard to natural resources, to harm nature as little as possible and to dispose of waste in an environmentally friendly manner. On request, the service provider or supplier will provide documentary evidence.

## 7. Compliance with legal obligations, protection and labour law

The services or goods provided or delivered by the service provider or supplier must comply with the laws, regulations, directives, codes of conduct and standards applicable to them. The list is indicative and not exhaustive :

- i. Laws, ordinances and regulations applicable in Switzerland
- ii. Swiss regulatory guidelines
- iii. EU directives on CE marking
- iv. CIMO directives (also known as 'DC') and Monthey site documents (also known as 'DSM')
- v. CIMO technical standards
- vi. SIA, EN and DIN standards.
- vii. any other standard mentioned in the order and documents contained therein (call for tenders, specifications, etc.)

The service provider or supplier guarantees that it, its employees, auxiliaries, representatives, agents and subcontractors have all the necessary authorisations and comply with the laws and ordinances in force that apply to them. This obligation applies in particular to Federal Law on Labour in Industry, Trade and Commerce (Bundesgesetz über die Arbeit in Industrie, Gewerbe und Handel – "ArG", or Loi fédérale sur le travail dans l'industrie, l'artisanat et le commerce – "LTr"), the Posted Workers Act (Entsendegesetz – "EntsG", or Loi sur les travailleurs détachés – "LDét") and its related ordinance (Verordnung über die in die Schweiz entsandten Arbeitnehmerinnen und Arbeitnehmer – "EntsV", or Ordonnance sur les travailleurs détachés en Suisse – "Odét") and the Federal Law on Measures to Combat Undeclared Work (Bundesgesetz über Massnahmen zur Bekämpfung der Schwarzarbeit – "BGSA", or Loi fédérale concernant des mesures en matière de lutte contre le travail au noir – "LTN").

The service provider or supplier is obliged to register his employees with the social security authorities and to pay the relevant contributions and premiums. If they are self-employed, they must prove that they are affiliated to a compensation fund. CIMO reserves the right to ask the service provider or supplier for the relevant social insurance certificates and/or to request an inspection of the

worksite by the cantonal employment inspectorate or the ad hoc joint committee.

## 8. Hygiene, safety, health and environment

When performing the services covered by this order, the service provider or supplier, its employees, auxiliaries, representatives, agents and subcontractors must comply with all the directives and rules in force at the Monthey chemical site that have been brought to their attention.

The Federal Law on Road Traffic (Strassenverkehrsgesetz – "SVG", or Loi fédérale sur la circulation routière – "LCR") is applicable on the Monthey chemical site. However, given the specific nature of the traffic flows on the site, there is a traffic plan that must be followed by everyone on the site.

Any breach of the site's safety rules will be penalised. In addition, penalties will be imposed on anyone who behaves in an inappropriate manner at the site, who does not perform the services in accordance with the rules of the trade, the agreed level of performance and/or the specifications, or who does not comply with the site's traffic rules.

In the event of repeated, serious or dangerous breaches, CIMO reserves the right to cancel and recover the entry badge of the person(s) concerned. In this case, the service provider or supplier must take the necessary steps to replace the person(s) concerned as soon as possible so as not to delay the provision of the services which are the subject of this order.

All persons required to work on the Monthey chemical site must undergo computer-based safety training to ensure that they are familiar with the basic rules of behaviour. This training gives access to an entry badge, without which it is forbidden to provide any service on the Monthey chemical site. The service provider or supplier is responsible for the time spent on this training by its employees, auxiliaries, representatives, agents and subcontractors. CIMO is responsible for the cost of producing the badge. The badge is renewed following a training reminder from CIMO.

## 9. Documentation

The complete documentation for the supply of services or goods is an integral part of the purchase. The service provider or supplier must submit the complete documentation to CIMO at the latest when the services or goods are delivered, unless CIMO has previously requested the documentation.

## 10. Duty to provide information

The service provider or supplier must immediately inform CIMO in writing of any ambiguous or unclear points of any kind in order to avoid problems or open questions which could have an impact on deadlines, prices and/or the quality of the services or goods supplied by the service provider or supplier.

## 11. Invoicing and terms of payment

Unless otherwise agreed in writing, invoices will be paid within 90 days net. Additional costs (transport, insurance, VAT, etc.) are shown separately and in detail on each invoice.

The invoice must be accompanied by the corresponding documentary evidence as described in the order and the documents contained therein (call for tenders, specifications, etc.). Any invoice submitted without documentary evidence will be rejected by CIMO.

With regard to payments on account, the amount of the payments on account and the terms of payment as described in the order and the documents contained therein (call for tenders, specifications, etc.) are authoritative. Advance payments will only be made against a bank guarantee.

## 12. Civil liability

The service provider or supplier is liable and will indemnify CIMO, its partner companies on the Monthey chemical site and any injured third party for any damage caused by its actions and/or omissions and/or those of its agents or subcontractors during the performance of the services or the supply of goods. It is the responsibility of the service provider or supplier, at its own cost and expense, to demonstrate the absence of fault on its part or on the part of its agent or subcontractor (reversal of the burden of proof).

The service provider or supplier and its agents and subcontractors must have a civil liability insurance policy for all services provided or goods delivered. This insurance policy covers bodily injury (i.e. death, injury or other damage to the health of persons, including economic loss resulting from insured bodily injury), material damage (i.e. destruction, deterioration or loss of property, including economic loss resulting from insured material damage) and pure financial loss (e.g. loss of income, damage resulting from the infringement of intangible rights, etc.). The sum insured per event and per year is at least CHF 5,000,000 (five million Swiss francs) and must be taken out with a first-rate insurer established in Switzerland. The sum insured stipulated above and/or the indemnity paid by the insurer do not constitute a limitation of the liability of the service provider or supplier and its agents and subcontractors.

A copy of the insurance policy or a certificate of third party liability insurance will be provided to CIMO spontaneously upon commencement of the performance of the services or delivery of goods.

The service provider or supplier must take all useful and necessary measures in order to protect CIMO against any recourse or claims from third parties due to a failure to perform the services or the delivery of goods, the infringement of intellectual property and any other breach of contractual or pre-contractual obligations.

If a legal mortgage of craftsmen and contractors is registered, provisionally or definitively, in connection with the execution of the order, the service provider or supplier will replace the deposit on first demand at its own expense.

## 13. Assignment, attachment, offsetting

Without the prior written consent of CIMO, the assignment or attachment of rights and claims as well as the transfer of contractual obligations is not permitted, either in whole or in part. The service provider or supplier may not set off claims in favour of CIMO against his own claims.

## 14. Confidentiality

The service provider or supplier undertakes to keep secret and confidential all commercial, technical, operational and/or personal information received from or made available to it by CIMO, one of its

employees, subcontractors or clients, or obtained in any other way within the framework of the contractual relations binding it to CIMO (hereinafter 'Confidential Information' or 'Confidential Information') The service provider or supplier undertakes and commits its employees and subcontractors to :

- i. Use the Confidential information exclusively for the execution of the services or delivery of goods entrusted to it by CIMO, while complying with the obligation of confidentiality;
- ii. In no way communicate it to unauthorised third parties or make it public ;
- iii. Not make any personal, commercial or industrial use of it;
- iv. Not copy, reproduce or duplicate it, in whole or in part, without the prior written consent of CIMO.

The above limitations do not apply to information which the provider or supplier can prove:

- i. Has entered the public domain without violating the obligation de confidentiality; or
- ii. Has been lawfully obtained from a third party entitled to communicate it; or
- iii. Has been developed by the service provider or supplier, its employees, representatives or subcontractors independently and without violating the obligation of confidentiality ; or
- iv. Must be disclosed in accordance with a decision of a court or authority. The service provider or supplier must inform CIMO without delay so that CIMO can safeguard its rights and interests, subject to an injunction by law, court or authority not to do so.

The service provider or supplier undertakes to protect Confidential information in accordance with the best practices in force and to set up an internal organisation to guarantee its confidentiality. It shall ensure that Confidential information is only passed on and made accessible to its employees, subcontractors and any other person if and insofar as this proves necessary in the context of the contractual relations binding it to CIMO (need-to-know principle).

The service provider or supplier must ensure that these parties have a clear understanding of their obligation of confidentiality and that they have taken the necessary and appropriate measures to preserve their integrity and confidentiality. CIMO reserves the right to have the service provider's or supplier's employees and subcontractors who provide services sign a non disclosure agreement.

The service provider or supplier does not acquire any ownership rights or other property rights or rights of use over Confidential information. CIMO reserves the right of ownership, the right to use at any time and in any place and the right to transfer to its customers or to third parties, the elements developed within the framework of the contractual relationship linking it to CIMO.

The service provider or supplier undertakes, and its sub-contractors undertake, at the end of the relationship binding it to CIMO, to destroy or return to CIMO within thirty days any medium (paper, electronic or other) and any copy, reproduction or duplicate containing Confidential information belonging to CIMO. Subject to a legal obligation to retain Confidential information, the service provider or supplier will confirm in writing to CIMO that the complete return or destruction of such information has been carried out.

The service provider or supplier will be liable for any damage suffered by CIMO, its employees, subcontractors or customers as a result of a breach of the obligation of confidentiality.

## 15. Data protection

In connection with the provision of services and the delivery of goods, the service provider or supplier may receive or otherwise obtain personal or even sensitive information concerning CIMO, its employees, its subcontractors, its customers or other legal entity or physical persons (hereinafter 'personal data'), which it will not process in the name of and on behalf of CIMO.

The service provider or supplier undertakes, and its employees and subcontractors undertake, to process such personal data exclusively for the provision of services or the delivery of goods entrusted to it by CIMO, while complying with the rules on confidentiality set out in article 14 above as well as the legal provisions applicable in this respect, in particular Federal Act on Data

Protection (FADP) and, where applicable, the General Data Protection Regulation (GDPR) of the European Union. Except and to the extent permitted by the applicable laws, the service provider or supplier, its employees and its subcontractors shall refrain from processing this personal data for any other purpose and, in particular, from disclosing it to third parties, analysing it for their own purposes and/or creating a profile.

The service provider or supplier will take technical and organisational measures to ensure a level of security appropriate to the risks of misuse and loss of personal data.

The service provider or supplier is obliged, in accordance with the applicable laws, to rectify, delete and/or limit the processing of personal data. The service provider or supplier has no right to retain personal data.

In addition to its legal obligations, the service provider or supplier undertakes, and its employees and subcontractors undertake, to inform CIMO without undue delay, but no later than 24 (twenty-four) hours after becoming aware of a breach of personal data, in particular in the event of loss. Upon termination or expiry of the contractual relationship with CIMO, or at CIMO's written request, but subject to a legal obligation to retain data, the service provider or supplier will delete the personal data, including all copies thereof, without delay in accordance with the applicable laws.

## 16. Intellectual property

Technical documents of all kinds, drawings, lists, diagrams and specifications are the de facto property of CIMO. None of the technical information will be used by the service provider or supplier for purposes other than those relating to the supply of services and the delivery of goods, nor disclosed to third parties, except to subcontractors, provided that the latter have previously agreed to be bound by obligations of secrecy.

## 17. Advertising

Any reference for advertising purposes by the service provider or supplier concerning its business relationship with CIMO requires the prior written consent of CIMO.

## 18. Changes to the GTCP

CIMO reserves the right to amend these General Terms and Conditions of Purchase at any time.

## 19. Validity

If any provision of these GTCP is or becomes invalid, unenforceable or impracticable, the validity or effectiveness of the remaining provisions shall not be affected. In such a case, the provision concerned will be amended or replaced so as to achieve as far as possible the objective envisaged. The same applies if the provisions of these GTCP prove to be incomplete or deficient.

## 20. Changes

All changes to orders, supplements and amendments between the service provider or supplier and CIMO must be made in writing and duly signed by both parties.

## 21. Independence

CIMO and the service provider or supplier agree that nothing in the order and the documents contained therein (call for tenders, specifications, etc.) or in the GTCP shall have the effect of establishing a partnership agreement, an association, a simple partnership, a joint venture, or a relationship of representation, employment or hire of services between CIMO and the service provider or supplier, its employees, its auxiliaries, its representatives, its agents and/or its subcontractors.

## 22. Entirety and no waiver

The order and the documents contained therein (call for tenders, specifications, etc.) as well as the GTCP constitute the entirety of the agreements existing between the parties relating to the same subject matter. All other written or oral agreements that may have existed previously are expressly null and void and of no effect from the date of dispatch of the order.

The waiver by either party to exercise a right provided for in the order and the documents contained therein (call for tenders, specifications,



etc.) as well as the GTCP, or the fact of exercising it with delay, does not constitute a waiver to subsequently avail oneself of this right.

## 23. Force majeure

CIMO and the service provider or supplier may not be held liable for delays or other breaches of its obligations resulting from a case of force majeure as recognised by Swiss law. The party affected by force majeure undertakes to inform the other party as soon as possible of the occurrence, the exact circumstances and the presumed duration of the event, as well as the consequences for its ability to perform its obligations.

In the event that it is established that the party affected by the case of force majeure will no longer be able to fulfil all of its obligations arising from this order and the documents contained therein (call for tenders, specifications, etc.) and the GTCP within a reasonable period of time, despite the taking of appropriate measures and the search for

a solution by CIMO and the service provider or supplier in order to minimise losses, this contract formed by the GTCP and the order may be terminated by registered letter.

## 24. Applicable law, place of jurisdiction and subsidiary provisions

These general terms and conditions of purchase are subject to Swiss substantive law.

In the event of disagreement in the performance of the services or the delivery of goods, CIMO and the service provider or supplier shall endeavour to seek an amicable solution. If no agreement is reached within a reasonable period of time, but at the latest after three (3) months from the start of the disagreement and subject to the right of one party to take any provisional measures during this period, the dispute may be brought before the courts of Monthey (VS), subject to recourse to the cantonal and federal authorities as provided by the applicable laws.