

**1 Subject Matter of the Contract and Validity**

- 1.1 These General Terms and Conditions regulate the relationship between Apleona Switzerland AG (hereinafter referred to as Apleona Switzerland) and its customers. The subject matter of the contract is the facility management services as specified in the offer and the appertaining appendices.
- 1.2 If contradictory provisions are contained in the different contractual documents, the following order of precedence shall apply: The written order confirmation of Apleona Switzerland shall have top priority, followed by the offer of Apleona Switzerland, followed by the General Terms and Conditions of Apleona Switzerland.
- 1.3 No general terms and conditions of the customer shall apply.

**2 Scope and Provision of Services**

- 2.1 A contract between Apleona Switzerland and the customer shall only come into existence if it entered into in writing. Generally, this means that Apleona Switzerland submits an offer without engagement and subsequently confirms the customer's order in writing. The content and scope of the contract shall be determined solely by the agreements made in writing; any verbal agreements shall be nonbinding. The requirement of the written form shall also be deemed observed if an agreement or order is transmitted electronically (by fax or e-mail).
- 2.2 The services shall be provided in Switzerland by Apleona Switzerland itself or by a qualified third party instructed by Apleona Switzerland.
- 2.3 Any standby, response and intervention times, where relevant, shall be defined in the offer. Any surcharges for services outside of the defined normal working hours shall be specified in the offer. Except where the schedule planning for the service provision has been specified in the contract, it shall be agreed with the customer.
- 2.4 Any services not included in the contract shall be provided by Apleona Switzerland only on the basis of a separate written agreement. If the customer requires an additional service or modification of the functional specification, Apleona Switzerland shall submit an offer that the customer must confirm in writing. Any services required to rectify damage or faults caused by an act of God, natural disasters, vandalism etc. shall be considered as additional services.

**3 Remuneration and Terms of Payment**

- 3.1 The contractually agreed remuneration shall be paid for services rendered in accordance with the contract.
- 3.2 Unless agreed otherwise, the services shall be remunerated on a time and material basis. The agreed hourly rates shall apply to services rendered during normal business hours. Traveling time shall be considered as working hours. Except where the agreement contains a regulation, the usual rates of Apleona Switzerland shall apply.
- 3.3 If a fixed price is agreed, it shall be based on the basic information known at the time of the signing of the contract, provided that the requirements agreed at that time are still met upon fulfillment of the contract. If this basic information and the requirements change significantly during the service provision, without having been foreseeable for Apleona Switzerland, then Apleona Switzerland shall be entitled to adjust the fixed price.
- 3.4 Unless otherwise agreed, the prices as of the signing of the contract can be adjusted with effect from January 1 to the price increase in accordance with the consumer price index.
- 3.5 Apleona Switzerland shall invoice once a month. Invoices shall be payable net within 30 days.

**4 Obligations of Apleona Switzerland**

- 4.1 Apleona Switzerland shall work with the diligence customary within the industry and undertake to comply with the effective occupational safety, accident prevention and conservation regulations and, as far as possible, shall require the same of any subcontractors. Apleona Switzerland is ISO 9001 and ISO 14001 certified and is guided by these quality specifications in providing the services, without being bound to strict compliance therewith.
- 4.2 If there is imminent danger and an agreement with the customer is not possible, Apleona Switzerland shall be entitled to take the action required to avert damage. Apleona Switzerland shall be entitled to compensation for the expenditure incurred by this and to reimbursement for its services according to Apleona Switzerland rates. Apart from that, the provisions on agency without authority shall apply.

**5 Obligations of the Client**

- 5.1 The customer shall be obliged to pay the remuneration owed under the contract.
- 5.2 The customer undertakes to grant Apleona Switzerland any required support free of charge and to make available, on time and in full, all documents and information required for the provision of services. In particular, the customer shall grant access to the places required for the provision of services. This includes access to IT and remote maintenance systems or other necessary facilities.
- 5.3 The customer hereby authorizes Apleona Switzerland to conclude and execute any legal transactions required for the service provision. At the request of Apleona Switzerland, the customer shall issue the written powers of attorney required for the service provision.

**6 Fulfillment of the Contract by Apleona Switzerland**

- 6.1 The place of fulfillment shall be the place of fulfillment specified in the contract. If the agreement does not specify a place of fulfillment, Apleona Switzerland shall be entitled to name the place of fulfillment.
- 6.2 The benefits and risk of the goods and work results shall pass to the customer at the time of goods receipt; ownership shall pass to the customer upon full payment for the goods. Until full payment has been made, the goods and work results shall remain the property of Apleona Switzerland and Apleona Switzerland shall be entitled to register retention of title thereof.
- 6.3 Unless otherwise agreed in the contract, the fulfillment dates and deadlines customary in accordance with the nature of the services shall apply to the fulfillment. Apleona Switzerland is entitled to fulfill the contract and/or provide partial services prior to the fulfillment date or expiry of the fulfillment period.
- 6.4 In the case of noncompliance with contractual deadlines and dates, Apleona Switzerland shall only be in default if Apleona Switzerland is responsible for the delay and if the customer gives Apleona Switzerland a written warning. The consequences of delay shall be subject to the statutory rule, with the exception of any damage claims of the customer that are based on paragraph 7.

- 6.5 Unforeseeable, unavoidable events that are outside of the area of influence of the parties, as well as any other events that Apleona Switzerland is not responsible for, shall for their duration and an appropriate response time thereafter, release Apleona Switzerland from its obligation to perform.

**7 Warranty and Liability of Apleona Switzerland**

- 7.1 The customer must check deliveries and services without delay and notify any defects in writing without delay. Otherwise, the customer shall not be entitled to assert any claims for compensation for patent defects. In any case, notification shall be deemed late if it is not made within 10 days of delivery or service provision. The deadline for due notification of hidden defects is 10 working days from the date of discovery.
- 7.2 Provided that notification is given in due time and is justified, Apleona Switzerland shall establish the status as specified in the contract as quickly as possible by rectifying any defects and/or making good for the delivery or service.
- 7.3 Rights to claim damages for defects shall not exist in the case of a minor deviation from the agreed state or insignificant impairment of the serviceability.
- 7.4 Apleona Switzerland shall only be liable for damage (be it as a result of defects or of other breaches of contract) if such damage is a direct result of the breach of contract and if Apleona Switzerland itself, its auxiliary persons or third parties called in by Apleona Switzerland have caused the damage through intent or gross negligence. Any liability for indirect damage, consequential damage or purely financial losses shall be excluded. In any case, liability shall be limited to EUR 5 million per event per year. Further liability based on mandatory law, shall remain unaffected.
- 7.5 The present paragraph 7 conclusively regulates the customer's warranty and compensation claims. The customer is not entitled to any other claims.

**8 Liability of the Customer**

- 8.1 If the customer does not pay the remuneration owed within the specified period, Apleona Switzerland shall be entitled to set the customer a 7-day grace period. If payment is not made within this period, either, then Apleona Switzerland shall, in addition to the statutory claims, be entitled to cease the provision of its services until all invoices due have been paid fully.
- 8.2 The customer shall be liable for any other breaches of contract in accordance with the law.

**9 Rights to Work Results, Confidentiality and Data Protection**

- 9.1 The concept, procedures, working methods and work results used by Apleona Switzerland for the fulfillment of contract are based on existing or, within the scope of the contract fulfillment justified, intellectual property rights and/or know-how of Apleona Switzerland or on intellectual property rights or third-party know-how used by Apleona Switzerland on the basis of licenses. The customer is entitled to use these intellectual property rights, know-how and licenses even beyond the termination of contract, provided that this is required for the customer's proper business operation. The customer acknowledges that the intellectual property rights, know-how and other rights are the exclusive property of Apleona Switzerland and must under no circumstances be published or made available to third parties for use. The same shall apply to any concepts, procedures and work results that have been developed within the scope of the contract fulfillment by Apleona AG on its own or together with the customer.
- 9.2 The parties must keep all confidential information that is made available to them in connection with this contract a secret without restrictions. Until proven otherwise, the information surrendered shall be considered as confidential. The obligation to maintain secrecy shall not apply to information that is publicly accessible or becomes publicly accessible without breaching the contract or that was already in the possession of the other party prior to being passed on.
- 9.3 Each party shall comply with all applicable data protection provisions with respect to any personal data it has received from the other party.
- 9.4 The aforementioned confidentiality and data protection obligations shall continue to remain in force without restriction and as long as permissible beyond the termination of this contract.

**10 Offsetting and Retention**

- 10.1 The customer shall only be entitled to offset or enforce rights of retention and/or rights to refuse performance if the customer's counterclaims have been established to be uncontested or legally valid and if they originate from the same contractual relationship as the claims of Apleona Switzerland.
- 10.2 Apleona Switzerland is entitled to transfer title or to have title transferred by other group companies, as well as offsetting any claims of other group companies.

**11 Termination**

- 11.1 Unless agreed otherwise, each party shall be entitled to terminate the contract in writing with effect from the end of the month by giving three months' notice.
- 11.2 If a party seriously breaches the contractual relationship or, in the case of an ordinary breach of contract, does not restore the status compliant with the contract within an appropriate grace period in spite of a written warning, the other party shall be entitled to terminate the contractual relationship with immediate effect by registered letter. Any services already rendered or provisions already made for rendering the services shall be reimbursed, even if the customer terminates the contract prematurely.
- 11.3 Upon termination of the contract, any building security passes, keys and access systems must be returned fully and any powers of attorney granted by the customer shall automatically cease without further explanation. Any certificates of power of attorney must be returned.

**12 Final Provisions and Court of Jurisdiction**

- 12.1 No verbal side agreements have been made. All and any changes and amendments to this contract must be made in writing.
- 12.2 This contract is governed by Swiss law, to the exclusion of the Vienna Convention.
- 12.3 The exclusive court of jurisdiction for all disputes arising from or in connection with this contract is Wallisellen.