

General Terms and Conditions of Purchase (GTCP) for the purchase of goods and services Equans Switzerland AG, Equans Solutions Switzerland Ltd. and Equans Techniques Ltd.

Version of 1 January 2025



1. General

All orders placed by Equans Switzerland AG, Equans Solutions Switzerland Ltd., and Equans Techniques Ltd. (hereinafter "Equans") shall be governed exclusively by these terms and conditions of purchase. General terms and conditions and other contractual conditions of the supplier shall only apply to the extent that Equans has expressly agreed to them in writing.

The supplier shall provide the deliveries and services stated in the purchase order (hereinafter also referred to as the subject of the contract) in a professional and careful manner. These also include all the deliveries and services that were not expressly requested by Equans, but which are necessary or usually required for the specified function of the subject of the contract.

All agreements and legally relevant declarations of the contracting parties shall be valid only if they are made in writing.

Should any provision of these GTCP prove to be invalid in whole or in part, the contracting parties shall replace said provision by a new agreement which best approximates the legal and economic intent of the original provision.

In the event of any discrepancies between the other language versions of these GTCP, the German version shall prevail.

2. Offer

Offers, consultations, designs, demonstrations, sample deliveries, etc. are free of charge for Equans. The offer must adhere exactly to the specifications of the request from Equans. Any deviations must be clearly indicated. Although additional variants and options are desired, for the sake of clarity, the offer should list them separately from the original request items. All costs must be detailed in the offer and listed separately, including – in particular – the costs of transport and packaging, and the HVC (performance-related heavy vehicle charge). Any costs not mentioned separately are deemed to be included in the total price.

Unless the request from Equans states otherwise, a binding period of 90 days applies.

3. Orders and conclusion of contract

Equans shall send the purchase order to the supplier. The contract enters into force on acceptance of the order by the supplier. The supplier shall declare their acceptance by immediately returning an order/purchase order confirmation, which must include the purchase order reference. Deviations and additions by the supplier that are contained in the order confirmation only apply if Equans has expressly agreed to these in writing. If confirmation is not forthcoming, and if the supplier does not decline the order in whole or in part within five days of the order date, the order is deemed to be accepted unreservedly and without change.

By accepting the order, the supplier declares that they have all the necessary information and documents to perform the contract.

4. Prices and payment terms

The prices stated in the order are binding fixed prices in Swiss francs (CHF). They include all costs, fees, and other expenditure necessary for performance of the contract. Additional discounts agreed alongside the standard conditions apply unchanged until the contract has been performed. Additional costs and surcharges – such as cutting costs and surcharges for small quantities, express delivery, and specific delivery times, etc. – apply only if explicitly agreed in writing.

VAT must be stated clearly. Advance payments are made only against a bank guarantee from a first-class Swiss bank for at least 10% of the net order value.

Unless otherwise agreed, all invoices are paid net within 60 days, provided that the goods and services have been delivered in full and free of defects. Other payment terms must be agreed in writing. The corresponding proof of service performance (work report, measurement logs, etc.) must be enclosed on delivery of the invoice. Invoices without proof of service performance will be rejected by Equans.

In the case of payments on account, the invoice amount should generally reflect the actual status of the delivery of goods or service performance.

In the event of defective deliveries and/or services, payment is not due until 30 days after the proper correction of the defect and/or the provision of a replacement delivery or service. Equans does not accept any cash-on-delivery consignments or bills of exchange (drafts).

5. Delivery date and consequences of delay

The delivery dates stated in the purchase order are binding. The supplier is obliged to take action without delay in order to avert any anticipated or identifiable delays, and to inform Equans in writing of any such action. In the event of a failure to meet the delivery date at the designated destination, the supplier shall be deemed in default without further notice. In the event of default, Equans is entitled either to insist on performance or, following the expiry of an appropriate grace period, to forgo subsequent delivery and/or performance and withdraw from the contract without any obligation to pay compensation. Equans reserves the right to claim for damages in each and every case. The acceptance of delayed deliveries and/or services shall not be construed as a waiver of claims for compensation.

6. Force majeure

If, despite making every reasonable effort and taking every reasonable action, the supplier is prevented from fulfilling their obligations due to force majeure or if performance of the contract is thereby significantly impeded, they must immediately notify Equans of these circumstances in writing. In addition to stating the reason, they must specify the anticipated duration of the disruptive event and the actions they intend to take to expedite performance of the contract in spite of these issues. If such an instance of force majeure can be verifiably demonstrated, the agreed deadlines will be extended accordingly for a period not exceeding the duration of the disruptive event, with the performance obligations remaining fully in effect. The inability to procure raw materials or other materials at the planned prices, or the inability to transport goods at the planned prices, shall not be considered force majeure. This risk shall always be borne by the supplier.

7. Transport, insurance and packaging of the delivery item

A delivery note containing the information requested by Equans – including any necessary customs documentation – must be enclosed with every consignment. Partial deliveries must always be agreed with Equans. Where partial and residual consignments have been approved by Equans, they must always be identified as such and include details of the items yet to be delivered. The supplier bears full responsibility for proper packaging, correct transport and unloading of the delivery item at the place of performance.

The packaging must be designed in such a way that the goods are protected against transport-related damage during delivery and weather effects and corrosion during interim storage at the construction site. If special care is required when unpacking, the supplier must attach a clearly visible notice of this on the packaging. The supplier must comply with any special instructions for packaging, transport and unloading, as stated on the purchase order. All costs, fees and other expenses incurred for packaging and transport (including unloading) shall be borne by the supplier.

The subject of the contract/delivery item is to be insured by the supplier accordingly.

8. Returns

The supplier agrees to take back standard goods not required by Equans in their original packaging against a reimbursement of the price and deduction of the usual transport costs.

9. Place of performance, benefit and risk, and transfer of ownership

The place of performance for delivery is the place of handover stated in the purchase order (delivery address). The place of performance for payment is the registered office of Equans.

In the case of deliveries which include an installation obligation, the benefit and risk are transferred on acceptance. In the case of deliveries without an installation obligation, they are transferred as soon as Equans acknowledges receipt of the delivery at the place of performance. Ownership is transferred on delivery to the place of performance, but no later than when payment is made.

10. Warranty and correction of defects

The supplier grants Equans full warranty regarding defect of title and defect of quality. The supplier is liable for ensuring the flawless quality and suitability of the subject of the contract for both customary purposes and those communicated to the supplier, as well as for any warranted properties.

The warranty period is (i) two years from when the subject of the contract is delivered to the place of performance or (ii), in the case of goods that are intended for installation, five years after acceptance of the installation in which these have been installed. Where the manufacturer grants an extended warranty period or in the event of an extended warranty period being agreed between Equans and the supplier, this shall take precedence. In the case of a repair or the provision of a replacement delivery or service, the warranty period begins again as soon as these parts or construction stages undergo repeat acceptance and are found to be free of defects. Equans is entitled to assert claims for defects at any time within the warranty period. Payments made by Equans do not constitute a waiver of the right to lodge warranty claims.

In the event of a valid warranty claim, Equans is entitled, at its own discretion, to request repair, a price reduction, a replacement, or rescission. The supplier shall pay all costs associated with the correction of the defect (including transport and travel expenses). In urgent cases, and if the supplier fails to correct the defect or does so improperly despite being given a reasonable period of grace, Equans is also entitled, at the supplier's expense, to correct the defects itself or have them corrected by a third party and/or to procure a replacement. Equans expressly reserves the right to assert further claims for damages in each and every case.

The limitation period for the supplier's warranty extends 6 months beyond the agreed warranty period.

11. Liability and insurance

The statutory provisions regarding liability apply, including those provisions relating to product liability and the protection of intellectual property rights.

If the subject of the contract is defective, the supplier must, in particular, also bear the full costs of determining the defects – including any costs for removing and installing the subject of the contract from/in a system – upon first request by Equans.

The supplier must indemnify Equans against claims by third parties arising from faulty products or improperly provided services (e.g. water damage), infringement of intellectual property rights and any other breaches of contract. If a building contractor's lien is registered provisionally or definitively in connection with the supplier's performance of the contract, the supplier shall redeem the lien at their own expense on first request.

The supplier declares that they have liability insurance cover (for personal injury and property damage) of at least CHF 5 million and will provide written evidence of this from their insurance company on first request. In the event of a change in the insurance or insurance cover, the supplier shall notify Equans of this immediately and provide the new certificate.

12. Plans, (technical) documents and intellectual property

Materials made available by Equans as a basis for the order – such as samples, tools, software, plans, drawings, calculations, etc. – are binding. The supplier shall immediately verify the information provided by Equans and report any errors and ambiguities without delay. Equans retains all rights to the order documents and materials. There is also no intention to grant the supplier or third parties any licenses to these rights whatsoever.

13. Safety, country regulations and quality

The supplier shall comply with the laws and regulations that apply to them locally, as well as in the country or countries for which their products are intended. The supplier guarantees that the subject of the contract conforms to the latest state of the art and all the applicable safety regulations and technical standards. The supplier shall issue the necessary standard certificates and information on origin on request. The supplier is liable to Equans for all damage suffered by the latter as a result of failure to comply with these regulations and standards. The supplier is required to implement a quality management system based on international standards such as ISO 9001 or an equivalent standard.

14. Ethics

Both parties are committed to maintaining the highest ethical standards in all their business activities and relationships. This includes respecting human rights, promoting fair working conditions, minimising environmental impact, fighting corruption and complying with all applicable legal requirements. Code of ethics: <https://www.equans.com/about-us/ethics-compliance>.

In the context of contract performance, the parties shall each comply with the same standards, both when acting on their own behalf or on behalf of, and for the account of, their contractors.

Each party reserves the right to require the other party to provide proof of compliance with the obligations under this clause.

Any failure to comply with the obligations contained in this clause shall constitute non-compliance, which entitles the compliant party to suspend and/or terminate this contract immediately at the expense of the non-compliant party.

The supplier also undertakes to act in accordance with all principles set out by Bouygues SA in the "CSR Charter for Suppliers and Subcontractors" <https://www.equans.ch/ethics-compliance>. This Charter forms an integral part of the GTCP. Any failure to comply with the principles set out in this Charter shall constitute a breach of contractual obligations.

15. Labour protection and labour law

If delivery includes the deployment of personnel, the supplier undertakes to comply with all statutory provisions applicable to the deployment and recruitment of personnel, specifically with regard to employment contracts, prohibition of undeclared work, work and residence permits, safety, equal opportunities, and social security contributions.

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The supplier undertakes to follow the guidelines entitled "Occupational safety for temporary employees and subcontractors of Equans Switzerland in Switzerland" <https://www.equans.ch/einkauf>. These guidelines form an integral part of the GTCP. Any failure to comply with the principles set out in these guidelines shall constitute a breach of contractual obligations.

16. Environment

The supplier undertakes to comply with the legal environmental regulations applicable at the place of performance. They also undertake to make sustainable use of natural resources, to generate as little environmental pollution as possible and to dispose of waste in an environmentally friendly manner. Written evidence of this must be provided upon request.

17. Confidentiality

Materials provided as the basis for the order and other know-how, data and information of any kind or in any form that comes to the knowledge of the supplier in connection with the order shall be used by the supplier solely for the contractual purpose and treated by them as confidential. Any other use shall require the prior written consent of Equans.

18. Assignment, subcontractors and offsetting

The supplier shall not assign or pledge claims against Equans to third parties without the prior written consent of Equans. The full or partial transfer of deliveries and/or services to third parties also requires the prior written consent of Equans. The supplier is liable for the actions and omissions of subcontractors as if they were themselves performing the contract.

The supplier may not offset the claims of Equans against their own counterclaims.

19. Advertising

Any reference to the business relationship with Equans for advertising purposes requires the prior written consent of Equans.

20. Amendments and withdrawal from the contract

Equans is entitled to request amendments and additions to the order at any time. Resulting changes in deadlines and costs shall be communicated to Equans by the supplier without delay. The contractual terms of the original order continue to apply to the same extent. Any amendments to the delivery and/or service made by the supplier must be approved in writing by Equans in advance. Equans may withdraw from the contract at any time, either in whole or in part. The supplier shall be entitled to compensation for services already provided and for preparatory services which cannot be cancelled or used for other purposes. The supplier must keep the costs incurred as low as possible. No further claims of the supplier shall be entertained.

21. Data protection

Collection and processing of personal data: We collect and process personal data in accordance with the provisions of the Swiss Data Protection Act (DSG) and other relevant data protection regulations. We collect and process personal data exclusively for the purposes specified in this data protection clause.

Purpose of data collection and processing: We collect and process personal data exclusively for the purposes stated in our privacy policy on our website <https://www.equans.ch/datenschutz>.

Personal data will not be used for other purposes unless the data subject has expressly consented, or such processing is permitted by law.

Transfer of personal data to third parties: Personal data will only be transferred to third parties if this is necessary to fulfil the aforementioned purposes or if there is a legal obligation to do so.

Before transferring personal data to third parties, we carefully check whether the data protection requirements are met and take appropriate measures to protect the data.

Right of access and rectification: The data subject has the right to obtain information about the personal data stored concerning them.

The data subject has the right to have incorrect data corrected and to request the deletion of their data, provided that there are no legal obligations to retain it.

Data security: We take appropriate technical and organisational measures to ensure the security of personal data and protect it from unauthorised access, loss, or misuse.

Despite all precautions, risk to data security cannot be completely ruled out. The data subject is aware of these risks and accepts them when using our services.

Contact address for data protection enquiries: For any questions about data protection and the exercise of data protection rights, data subjects can email our data protection officer at dataprivacy.ch@equans.com.

Changes to the data protection clause: We reserve the right to amend or update this data protection clause at any time. The currently valid version is available on our website and comes into force as soon as it is published.

The data subject will be informed of any significant changes to the data protection clause and has the right to object to the processing of their data in accordance with the amended conditions.

22. Place of jurisdiction and applicable law

The exclusive place of jurisdiction is Zurich. Equans is also entitled to take legal action against the supplier at the location of the latter's registered office.

The legal relationship is subject exclusively to Swiss substantive law. The provisions of the "Vienna Sales Convention" (CISG) and the conflict of laws provisions of the Swiss Federal Act on Private International Law are expressly excluded.

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