

General Terms and Conditions of Purchase

Purchase of goods or services

Our goal in drawing up these General Terms and Conditions is to inform our suppliers, as well as those who would like to become our suppliers, of the principles to which we are committed and that will allow for successful cooperation between our companies.

We want our suppliers to become wholehearted partners. This is only possible when the following points are clear and agreed; they protect our interests and also those of our partners.

Our values: Honesty - Integrity - Fairness

1. Acceptance of the General Terms and Conditions

When the supplier accepts an order we have issued, it unconditionally accepts these General Terms and Conditions of Purchase. It waives the right to invoke any document that contradicts one of the clauses herein both now and in the future.

2. Orders

In no case may a tacit agreement on our part be claimed. We are only bound by documents signed by an authorized person that refer to these General Terms and Conditions of Purchase.

3. A spirit of collaboration

The relations between the principal contractor and the subcontractor are based on a spirit of collaboration for the preparation of the work to be performed. This spirit is materialized in balanced financial and contractual relations and must allow, when needed, for meetings to be held between the management of these companies.

The subcontractor, like any professional, is bound by a duty to advise regarding its services.

4. Compliance with preparation and execution deadlines

For the successful execution of the work that is the subject of the subcontracting agreement, particular care

must be taken in defining and complying with deadlines relative to both the preparation and execution of work.

5. General obligations incumbent on the subcontractor

The principal contractor informs the subcontractor of the rules applicable to the site regarding health and safety.

For its part, the subcontractor must take, or cause to be taken, all measures to ensure site safety, and the health, safety and security of workers, as well as of the public.

The subcontractor must proceed with or arrange for the performance of the regulatory tests and verifications of the equipment it uses on the site, in particular: scaffolding, guard rails or nets, machines and lifting devices, electrical installations, and PPE.

For its part, the subcontractor must continuously supervise the site. This supervision concerns its personnel and the personnel under its authority, and their safety and that of third parties during the performance of the work.

The subcontractor is responsible for any accidents or damage caused to any person that results from a shortcoming in the execution of its work or by its workers.

Level 2 subcontracting is prohibited unless we agree thereto.

6. Safety on our customers' sites

It is imperative to always wear the following PPE (personal protective equipment) on the sites:

- S3-type high cut safety shoes
- Long-sleeve T-shirt
- High visibility work pants
- Helmet with a chin strap
- Safety vest
- Protective gloves

Duty to warn and to withdraw

On a site, if the subcontractor identifies a situation that poses a risk or danger to equipment and/or people, it must

stop the work and correct the errors in order to resume activities safely.

The golden rule: to strictly comply with the customer's instructions and guidelines, and the rules on site safety and traffic.

We have zero tolerance regarding the consumption of alcohol, drugs and all other illegal substances.

7. Price

The prices set out on our orders do not include tax. They are firm, final and non-revisable.

The subcontractor acknowledges the fact that the price agreed by the parties covers its cost price.

8. Payment terms

Friderici Spécial SA makes its payments 45 days from the end of the month in which the invoice is issued.

9. Insurance

The subcontractor must insure the goods and services before the work starts, as stipulated in the Special Terms and Conditions, under conditions that are identical to those requested by the ordering party. It undertakes to provide all supporting documents that the principal contractor may find of use when requested.

10. Confidentiality

The supplier undertakes - personally and on behalf of those under its responsibility - to refrain from disclosing to anyone the information it may receive or collect relative to any of our orders for 10 years after the fulfilment of said order.

Non-compliance with this obligation will cause us to immediately terminate all our orders in progress at the time forthwith, without further formality and without prejudice to the damages we will claim.

The plans, drawings and other documents we entrust to the supplier for the execution of our orders remain our property and must be returned to us, without having been copied, as soon as the order concerned has been filled.

During work performed on our site or at one of our customers, it is prohibited to take photographs and/or post publications on social media. The image of your company is at stake.

11. Personal data protection

The parties are respectively bound to comply with the rules governing the protection of personal data to which

they have access when performing the contract, in accordance with applicable laws and regulations.

Friderici Spécial SA undertakes to refrain from using the personal data of the subcontractor's employees for purposes other than for requests of customers and administrative authorities, and for training, without their prior agreement. The documents are to be provided on request in accordance with each service provided. In any event, Friderici Spécial SA will comply with personality rights.

12. Delivery deadlines

The date and time of delivery or of the provision of service indicated on our orders, regardless of the form thereof, are mandatory. They relate to delivery at the location indicated on the order.

The supplier acknowledges that it is deemed to be in a position to deliver, to offer a service on expiry of this period, without any other formality.

In the event this date is not complied with, we reserve the right to cancel the order in progress without prejudice to the damages we may claim of the supplier to compensate the prejudice we may have suffered due to its failure to comply; said cancellation does not require a court order.

In this same situation, we also reserve the right to turn to another provider of our choice to obtain the supplies and/or performance of the work that are the subject of the order concerned. In this case, the payment of the difference between what we will pay this new supplier and what we should have paid for the execution of the order in question, as well as the costs incurred for this new purchase, will be incumbent on the defaulting supplier.

13. Warranties

In addition to strict compliance with the terms of the orders, the laws and regulations on health and safety in effect, and common law regarding defects, including hidden defects, the supplier guarantees that what it will deliver will operate appropriately for at least one year. The Special Terms and Conditions for each order will provide details and potentially improve said warranty.

14. Transport

The products that are the subject of our orders are transported at the expense and risk of the supplier. Friderici Spécial must be consulted regarding the transport of the goods ordered.

15. Delivery

Any delivery/provision of service must include a document on the supplier's letterhead, dated and bearing the reference of our order, also indicating in detail the products delivered or services rendered.

The signed CMR must be attached to your invoice.

16. Acceptance

The final acceptance process, which signifies our acceptance of the delivery and leads to an obligation to pay the supplier, always takes place on our premises, even if we have collected the goods. This acceptance is not affected by any provisional acceptance or discharge that may have taken place previously. Where applicable, the Special Terms and Conditions of each order set out the conditions for this final acceptance.

Any product we refuse is returned to the supplier at its expense and risk. Said supplier is also obliged to replace any product refused on our request and at its cost.

17. Transfer of ownership

Unless stipulated otherwise in the Special Terms and Conditions of an order, the transfer of ownership and risks takes place when acceptance is final. We do not agree to any ownership reservation clause, in any event, that we have not expressly accepted.

18. Exclusion

Our orders are not subject to any obligation other than legal obligations and those that they expressly indicate. In particular, they do not recognise any customary clauses and practices if they do not expressly stipulate said clauses and practices are accepted.

19. Force majeure

For us to consider a supplier's claim of force majeure to justify a failure to perform or delay in performance, said

supplier must inform us by registered letter with acknowledgement of receipt of the occurrence of the force majeure event as soon as it has knowledge thereof and of the obstacle it causes to the supplier's fulfilment of its obligations. The fact that we are informed does not bind us in any way regarding our purchase or a dispute we may have regarding the supplier's claim.

20. Termination

In addition to the stipulations regarding non-compliance with deadlines in Clause 10 above, any purchase order we place will automatically be terminated if the supplier fails to comply with all or part of its obligations. This termination will take effect without further formality after we serve notice thereof by registered letter with acknowledgement of receipt and said letter remains unheeded after a period of 10 days.

We also reserve the right to take the same measures as those indicated in Clause 10 above.

21. Applicable law

All our orders, regardless of the form thereof - purchase order, contract, agreement - are governed by the provisions of Swiss law.

22. Jurisdiction

In the event of any dispute regarding the execution of our order, it is expressly agreed that the competent court will be the court that has jurisdiction over the location in which our registered office is located.

For any action related to the performance of this contract, the parties expressly waive the right to claim any clause in their general terms and conditions, both now and in the future, that may contravene any of the clauses herein.



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