

Suva General Terms and Conditions (GTC) for Procurement

1 Subject

1.1 These General Terms and Conditions (hereinafter "GTC") govern the general aspects for all services provided by the supplier/service provider (hereinafter "contractual partner") to Suva.

1.2 The services are agreed by signature of a contract between the parties, with these GTC forming an integral part of the contract. Any subsequent references to the "contract" refer to all contractual documents (contract, annexes, GTC, etc.).

1.3 The General Terms and Conditions of the contractual partner are expressly excluded.

1.4. Conclusion of a contract with Suva does not guarantee sector exclusivity.

2 Offer and conclusion of contract

2.1 By submitting an offer, the contractual partner acknowledges and accepts Suva's General Terms and Conditions.

2.2 Offers, including any demonstrations, are free of charge, unless otherwise agreed in Suva's request for quotation.

2.3. The contractual partner shall submit the offer in writing and explicitly indicate any deviations from these GTC.

2.4 The offer is binding during the period specified in the request for quotation. If there is no such specification, a period of three months from submission of the quotation will apply.

2.5 A contract is concluded by written acceptance of the quotation by the responsible person in the procurement office (an e-mail is sufficient).

3 Services of the contractual partner

3.1 The contractual partner undertakes to provide the services specified in the contract in accordance with the contractually defined standards and within the agreed time limits. The contractual partner guarantees that all deliveries and services will meet general industry standards.

4 Remuneration

4.1 The contractual partner shall provide the services at fixed prices or on a time and materials basis. A cost ceiling applies as a binding upper price limit. In the case of agreed cost ceilings, the contractual partner undertakes to inform Suva in the event of a foreseeable overrun of the cost ceiling. Information should be provided upon reaching 80% of the cost ceiling at the latest or as agreed.

4.2 The remuneration covers all services necessary for fulfilment of the contract. In particular, the remuneration covers the packaging, transport and insurance costs, expenses and ancillary costs, costs of documentation, licence fees and any other public charges, excluding any Swiss VAT.

4.3. Unless otherwise agreed, payment will be made within 30 days of the service provided.

5 Place of fulfilment

5.1 Suva shall define the place of fulfilment in the contract.

5.2 Benefit and risk will be managed according to the currently valid incoterms.

6 Data protection, security and confidentiality

6.1 The contracting parties shall treat as confidential all information that is neither common knowledge nor in the public domain. Confidentiality must already be maintained prior to the start of conclusion of the contract and remains in force after termination of the contractual relationship. This does not apply when there is a legal duty of disclosure.

6.2 Publications or other use of the contractual relationship for advertising purposes require Suva's written consent (an e-mail is sufficient).

6.3 Both parties undertake to treat as confidential all information exchanged within the scope of the contractual collaboration and not to make this accessible to third parties without express written consent.

6.4 The contractual partner guarantees that all of the information and data made available to it or which it obtains or of which it gains knowledge in the course of fulfilment of the contract will be used solely for the purpose of performance of the contract and processed in accordance with Suva's instructions and shall fully adhere to data protection legislation in the fulfilment of its contractual obligations. In particular, it confirms that it is aware of the duty of confidentiality regarding data protection and non-disclosure stipulated in the Data Protection Act and in social security legislation (AIA, GSSLA, MilIA, etc.) and that it is able to comply with these obligations.

6.5 The contractual partner also guarantees that processing of the information and data made available to it or which it obtains or of which it gains knowledge in the course of fulfilment of the contract will only be carried out by employees and other auxiliary staff (including all third parties working under instruction of the contractual partner) who are contractually or legally obligated to maintain confidentiality (including ensuring the applicable official and professional secrecy) and are obligated not to make use of or process the information and data made available to them or which they obtain or of which they gain knowledge, other than to perform the duties assigned to them by the contractual partner in accordance with the contract.

6.6 The contractual partner is liable for ensuring compliance with all data protection regulations, in particular when personal data are processed. The contractual partner is obligated to take appropriate technical and organisational measures to ensure data security and prevent unauthorised access, loss or damage. The contractual partner undertakes to inform Suva immediately in writing of the existence of problems and risks relating to compliance with ensuring confidentiality or data protection and to securely erase or destroy Suva's data using methods that reflect the current state of the art when the data are no longer required to

perform the task. This does not apply to statutory retention obligations of the contractual partner.

7 Subcontractors (third-party providers)

7.1 The contractual partner may engage third parties (e.g. subcontractors, sub-providers, etc.) for the purposes of providing its services. The engagement of third parties and the assignment of the task to a third party require Suva's prior written consent (an e-mail is sufficient). The contractual partner retains responsibility for provision of the agreed service by the engaged third parties. The supplier alone is responsible for selecting, instructing and monitoring the engaged third parties.

7.2. The contractual partner shall contractually obligate engaged third parties (subcontractors) to comply with the obligations arising from these GTC.

7.3 The contractual partner is obligated to inform Suva immediately of all relevant developments, changes or issues, which could affect provision of the contractually agreed services.

8 Default and deficiencies

8.1 The contractual partner will automatically be in default if it fails to meet the agreed delivery deadline.

8.2 Suva can set a grace period for the contractual partner with statutory consequences (Art. 107 CO).

8.3 If the contractual partner is in default, it will be liable to pay a contractual penalty in the amount of 1% of the remuneration per day of delay, but no more than 10% of the total remuneration. Payment of the contractual penalty does not release the contractual partner from its contractual obligations.

8.4 In cases of force majeure, no contractual penalty is due.

8.5 In the event of deficiencies, Suva has the right to reduce the price, withdraw from the contract or require replacement delivery. The guarantee period is 12 months.

8.6 In the case of service deficiencies, Suva has the right to proceed according to legal provisions, including but not limited to withdrawal from the contract or rectification.

9 Acceptance procedure and acceptance criteria

9.1 Acceptance of the services will be effected by Suva, which shall check the services provided according to the acceptance criteria stipulated in the contract. Any deficiencies or deviations must be reported within 30 days after acceptance.

10 Liability and warranty

10.1 The contractual partner is liable to Suva for any damage caused in connection with performing the contract, unless it can prove that it is not at fault. The supplier is liable for any fault on its part under the contract concerned, but only up to the amount of the damage incurred.

10.2 The contractual partner is liable for both the conduct of its auxiliary staff (e.g. employees, subcontractors) and its own conduct.

10.3 Liability for loss of profits is excluded.

11 Rights of use/intellectual property rights

11.1 The contractual partner is liable for ensuring that no property rights of third parties are infringed by the delivery, performance and use of the contract items.

11.2 All intellectual property rights arising from the services provided will be transferred in full to Suva. The contractual partner undertakes to make all necessary declarations to ensure the transfer of these rights.

12 Changes to the scope of services

12.1 Changes to the agreed services require the written consent of both parties. Suva has the right to require changes to the services, provided these are necessary to achieve the agreed objectives.

13 Assignment and pledging

13.1 No claims to which the contractual partner is entitled from this contract may be assigned or pledged without Suva's prior written consent.

14 Consequences of termination

14.1 Following termination of the contract, all ongoing obligations arising from the provision of services must be met. The parties must invoice all payments made and services rendered within the framework of the contract.

15 Procedural principles

15.1 The contractual partner shall comply with all health and safety regulations and working conditions for its employees at the place of performance for all services provided.

15.2 Contractual partners that do not comply with the procedural principles in accordance with section 15.1 (above) will owe a contractual penalty of 10% of the contract value, at least CHF 3,000 but a maximum of CHF 100,000.

15.3 The contractual partner undertakes to comply with all applicable laws, regulations, ordinances and regulatory requirements which are relevant for the provision of the service.

16 Conflicts of interest

16.1 A conflict of interest exists whenever a contractual partner is no longer able to comply fully with its obligation to fulfil the contractually agreed service for Suva in an unbiased and impartial manner or if there may be an external perception that such a conflict of interest exists.

16.2 The contractual partner shall avoid all situations which may lead to a conflict of interest or the perception of such a conflict. The contractual partner shall disclose any conflict of interest or the perception of such of a conflict to Suva immediately.

16.3 In the event of a conflict of interest or the perception of such a conflict, Suva shall decide whether this impacts the contractual relationship only in specific respects or in its entirety. The contractual party shall recuse itself from the contract items affected on a case-by-case basis or the contract must be terminated, as applicable. A conflict of interest or the perception of such a conflict leading to the termination of the contract, may represent a breach of the

agreement on the part of the contractual partner and lead to immediate termination.

17 Amendments

17.1 Suva reserves the right to amend these GTC at any time. Amendments will be communicated in good time and in an appropriate form and will be deemed to have been accepted unless the contractual partner objects within 30 days.

17.2 If individual provisions of these GTC are invalid or incomplete, this will not affect the validity of the remaining provisions. In such cases, the invalid or incomplete provision in question will be replaced by a provision that is as equivalent as possible in economic terms to the original provision.

18 Applicable law and place of jurisdiction

18.1 The contractual relationships are governed exclusively by Swiss law. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention, SR 0.221.211.1) is expressly excluded.

18.2 The exclusive place of jurisdiction for any disputes arising from or in connection with the contractual relationship between the parties is Lucerne.