

General Conditions for Construction Works

1. General

These *General Conditions for Construction Works* set out the general conditions applicable to contracts for work, orders, general commissions and other legal relationships between Ganter SUISSE AG and contractors. These *General Conditions for Construction Works* apply and become valid when both Parties sign the Contract for Work and Services or, in the absence of an individual contract, when they sign the order confirmation or other non-contractual agreements.

2. Contract and order documents

The Contractor is obliged to examine the Contract and order documents for correctness and completeness before signing them. No more reservations will be accepted once they have been approved and signed.

3. Contract Prices

The contractually agreed prices for the work include all (ancillary) work, deliveries, ancillary delivery costs, customs duties, materials and auxiliary materials required for the agreed provision of services. Unless otherwise agreed, services for noise abatement, occupational safety, environmental protection, execution in stages and documentation with revision documents in particular form integral components. Incidental costs, travel costs, expenses, overnight stays, night, overtime and Sunday supplements will not be remunerated separately. Travel is not remunerated separately unless otherwise agreed in writing. No additional compensation will be paid for working hours lost due to inclement weather conditions. In particular, snow removal costs will not be reimbursed unless the site management explicitly request it. Unless otherwise agreed, building electricity and water will be supplied free of charge. For larger construction projects, the general deductions etc. will be listed separately and contractually agreed.

4. Contract Changes

Order changes and adjustments to the scope of the Contract have to be agreed in writing in advance. Deadline postponements resulting from changes to the order are to be communicated by the Contractor in writing without delay. Omissions or reductions in quantities will not be compensated. Excluded from this are services which the Contractor has already rendered. Additional services are subject to the provisions of the main contract. Any rebates and discounts granted as well as other deductions remain valid.

5. Deadlines and dates

The contractually agreed dates and deadlines for planning and execution are binding. If the circumstances require it, the site management can adjust the dates. This does not entitle the Contractor to compensation, however. The site management is to be notified of any extension to the deadline by the Contractor in good time and in writing. Any consequential costs and substitute measures are to be borne by the Contractor.

6. Construction Documents

The site management is to request the plans and documents in good time before the construction work is carried out. The Contractor is responsible for the technical inspections. If discrepancies and defects occur, the Contractor has an immediate obligation to report and issue a warning in writing (Art. 25 SIA Standard 118).

7. Limitations and requirements

The Contractor is to inform themselves about the local conditions before signing the order. They are to be particularly aware of the restrictions concerning access roads, space conditions and parking facilities. Noisy work, including impact drills, hammer drills and larger equipment, is only allowed to be performed at the times specified by the site manager. Construction noise is to be kept to a minimum. Pile drivers, compressors and other machinery that produce noise are to be soundproofed. Work in public areas is to be clearly demarcated and marked off. Construction barriers are to be erected for work involving a lot of dust. The additional costs for this are to be included in the tender prices and do not justify the Contractor making any additional financial claims.

8. Ban on alcohol and smoking

A strict ban on smoking and alcohol is in place during construction work on all construction sites.

9. Construction logistics and environmental protection

The transport of all materials, equipment, apparatus and other products required for construction works takes place at the Contractor's expense and risk. Parking spaces on the construction and installation site are subject to approval by the site management. The regulations on air pollution control on construction sites are to be complied with in accordance with the statutory provisions (Construction Directive Air, BauRLL). The incineration of construction waste is prohibited. The formation of dust during materials handling and transport is to be avoided by taking suitable measures, such as covering, cleaning or spraying. Additional measures are to be implemented in consultation with Ganter SUISSE AG. Company addresses are only to be affixed to construction boards that the site management will coordinate graphically. The costs of this are to be borne by the Contractors on a pro rata basis. Individual advertising hoardings are explicitly prohibited.

10. Material declaration/use of materials

The product sheets for the materials used are to be submitted at the request of the site management. Wherever possible and reasonable, preference is to be given to processed secondary or recycled building materials. Biocides (algaecides, fungicides) and plastic-modified binders should only be used in exceptional cases with the approval of the site management for mortar and plaster if insufficient drying possibilities are available. Concrete admixtures (setting accelerators, concrete plasticisers, etc.) should only be used where necessary for reasons of technical feasibility. The following conditions apply to the use of wooden materials: native, European wood species are to be used first and foremost (Swiss wood or wood imported from neighbouring countries). Other woods may be used if they demonstrably originate from sustainable forestry, i.e. bear the FSC label or an equivalent (PEFC, Q). This applies in particular to prefabricated wooden products (doors, frames, etc.).

11. Packaging and waste, construction site cleaning

The Contractor is obliged to take back packaging and waste or deliver it themselves to the facilities provided for this purpose on the construction site. The Contractor is required to submit proof of the method of waste disposal or recycling. Waste is to be separated and Ganter SUISSE AG may impose corresponding requirements for this. Ganter SUISSE AG reserves the right to recycle waste themselves. The Contractor guarantees to take back and dispose of all their own hazardous waste in accordance with the law. In particular, this includes painting and varnishing waste as well as residual amounts of construction chemicals and related containers (plasters, adhesives, joint sealants, paints and varnishes, etc.). The use of untreated mineral construction waste (e.g. for backfilling) is illegal. If there is a suspicion of pollutants (e.g. asbestos, PCB, chlorinated paraffins, coatings containing heavy metals or PAH) while dismantling existing components, work is to be stopped immediately and Ganter SUISSE AG informed without delay. The Contractor is to remove any waste and dirt they produce themselves. The costs of cleaning up and removing waste of unknown origin is to be borne by the contractors on a pro rata basis.

12. Scaffolding and auxiliary equipment

All scaffolding and auxiliary equipment required for performing the work (i.e. equipment the Contractor requires to perform their work in accordance with the Contract) is to be installed or provided by the Contractor alone and are to be included in the unit prices. The site management is entitled to require that auxiliary equipment and scaffolding etc. remain in place for longer than the Contractor's own requirements require. All work, material deliveries, transports, etc. are to be understood carriage paid to the place of use.

13. Authority to issue instructions/communication between Contractor and Owner

The Contractor and their employees are expressly prohibited from accepting any orders and/or instructions from third parties. Solely responsible for issuing orders and/or instructions is the project and site management team from Ganter SUISSE AG. All information relating to the order is to be provided solely by the project management team. Communication between the Contractor and the Owner is to take place exclusively via the project and site management team. The site management team are authorised to sanction breaches immediately and expel offenders from the construction site. Repeated breaches can lead to termination of the Contract at the full expense of the Contractor.

14. Protest by the Contractor

If the Contractor has reservations about the instructions issued by the site management team or about the state of construction components to which their work is to be linked, they are obliged to make an immediate verbal protest and confirm this in writing without delay. If the protest is not immediately confirmed in writing, it becomes void. If a protest is not raised in due time and/or form, the Contractor's defence that defects in their work were caused by orders issued by the site management or by errors made by other Contractors remains excluded. In this case, the Contractor is responsible for all consequences, including any missed deadlines.

15. Work Safety

Workplace safety is a key concern for Ganter SUISSE AG. This is why the company is also committed to the SUVA Safety Charter. Contractors are also required to act in accordance with the principle of the SUVA Safety Charter: *STOP IN CASE OF DANGER / ELIMINATE HAZARD / RESUME WORKING*. All workplace health and safety costs are included in the prices offered.

16. Representation and competences

Without the written consent of Ganter SUISSE AG, contractors are not allowed to enter into any agreements or arrangements with financial consequences. In the absence of such consent and if such consent is not subsequently granted by Ganter SUISSE AG, no compensation will be paid for such work.

17. Subcontractors

The Contractor awarding services to a subcontractor is to be submitted to Ganter SUISSE AG for approval. The warranty for all services and guarantees remains with the Contractor without restriction. The Contractor is explicitly responsible for ensuring that the subcontractor complies with the legal requirements set out in Sec. 27. Ganter SUISSE AG rejecting such an application does not entitle the Contractor to make any additional claims whatsoever.

18. Avoidance of builder's liens

The Contractor warrants to Ganter SUISSE AG that their subcontractors will not definitively register any builders' liens. In particular, the Contractor will settle the outstanding claims in due time when registering builders' liens. Ganter SUISSE AG reserves the right to make any payments directly to third parties to avert a builder's lien and to prosecute the Contractor accordingly.

19. Compensation

Ganter SUISSE AG generally settles invoices once the service has been rendered either within 14 days with a 3% cash discount or within 60 days net following receipt of the invoice. If partial payments are made, the payment amount will depend on the payment schedule, but will correspond to a maximum of 90% of the service rendered. The retained amount becomes due once any defects have been rectified and the joint and several guarantee/warranty bond has been issued. If Ganter SUISSE AG or their representatives have any complaints, the payment period will be extended until the corrected invoice is available. The Contractor is prohibited from assigning claims or parts thereof to third parties without the prior written consent of the Contracting Party.

Advance payments are only made against the security of an advance payment guarantee from a reputable Swiss bank or insurance company in the full amount of the advance payment and for the duration of the payment until permanent installation on the construction site. Unless otherwise instructed by the site management, all invoices relating to sub-projects, lots, CCP or SIC structure must be drawn up analogously to those in the Contract for Work and Services.

20. Time and material work

The Contractor is only allowed to perform time and material work in the sense of SIA Standard 118 with prior approval and under specification of a maximum cost ceiling by the site management, even if such direct labour is provided for in the bills of quantities. The reports are to be submitted weekly to the site management for signature. Reports submitted late may be subject to rejection. The same provisions regarding discounts, deductions, etc. as agreed in the Contract for Work and Services apply to time and material work.

21. Supplementary Quotations

Work which is not listed in the Contract for Work and Services, but which proves necessary in the course of performance, is to be offered in writing prior to commencement and approved by the site management. If this does not take place, the Contractor is not entitled to payment. The prices to be agreed for such work should remain in line with the prices agreed for the Contract for Work and Services, i.e. they are to be calculated on the same basis. The Owner can also invite competing offers and subcontract this work elsewhere. The deductions agreed in the Contract for Work and Services also apply to the work proposed in supplementary quotations. If the Contractor forgets to list individual services listed in the bill of quantities in the quotations, they are not allowed to submit a supplementary quotation for these.

22. Handover of the work

Until the work has been handed over, the Contractor remains liable for all damage to their work caused by their own actions or the actions of third parties. Ganter SUISSE AG is not liable for theft or similar risks to which the work is exposed until it is handed over. The Contractor is responsible for handing over the work within the stipulated deadline. Ganter SUISSE AG generally only accept works which are free of defects. Appropriate inspections of the work will be agreed in advance with the site management. Final acceptance will be deemed to signify acceptance of the work, whereby benefit and risk passes to Ganter SUISSE AG. If, on acceptance, significant defects as defined in Art. 161 SIA 118 emerge, Ganter SUISSE AG will grant the Contractor a reasonable period of grace of at least 10 calendar days in which to submit the work again for acceptance. The warranty periods pursuant to Art. 172 and Art. 180 SIA 118 commence with the handover of the work.

23. Security and warranty

Ganter SUISSE AG makes payment of the warranty holdback of 10% only against security in the form of a joint and several guarantee/warranty bond from a reputable bank or insurance company in the amount of 10% of the settlement amount over the duration of the agreed guarantee period. However, if the sum exceeds CHF 500,000, it amounts to 5% of the total sum, but at least CHF 50,000 and at most CHF 1,000,000. In addition to Art. 172, SIA 118, a complaint and warranty period of 5 years applies to all trades, with the exception of the following components or their properties:

- Putty joints, 2 years
- Flat roof waterproofing, 10 years
- Window waterproofing, 10 years

A joint inspection will take place prior to the period for lodging a complaint expiring. The Contractor will remedy defects that have been identified or already reported at their own expense within a reasonable period of time. The period for giving notice of defects is extended pursuant to Art. 176, SIA 118.

24. Insurance

Unless otherwise stated in the submission documents, the Contractor is obliged to be insured with public liability insurance for at least CHF 10,000,000 against personal injury and property damage to third parties. The Contractor will provide Ganter SUISSE AG with corresponding confirmation (insurance certificate) of this public liability insurance no later than when the order is accepted or when an individual contract is signed. With a joint venture, proof of insurance cover is to be provided separately. If a claim is made, payment of the insured sum does not release the Contractor from any additional obligations to pay damages.

25. Construction Documentation

The documentation is considered an integral part of the work. On handing over the work, the Contractor will also hand over the complete documentation in the form of plans, maintenance instructions, operating instructions and address lists.

26. Disclosure and confidentiality

Publication of construction plans, descriptions and photographic images of plans and buildings on the site as well as other public advertising is only permitted with the written consent of Ganter SUISSE AG. Both Parties mutually undertake not to make available to third parties, either in whole or in part, any and all information marked as confidential or obviously confidential which they receive from the other Party within the framework of the cooperation under this Contract and, moreover, to only use it for this Contract and under no circumstances for other commercial purposes. The Parties undertake to ensure that their employees comply with this obligation. This confidentiality obligation last for 5 years beyond the end of this Contract.

27. Governing law and jurisdiction

The Contractor is obliged to comply with all legal and official regulations. They are also responsible for their subcontractors. Ganter SUISSE AG is authorised at any time to check compliance with laws and regulations; in particular, the collective labour and wage agreements, occupational health and safety regulations and working conditions, as well as equal treatment for women and men. The Contractor must explicitly ensure that all persons working on the construction site have the necessary residence and work permits. Unless otherwise agreed in writing, Swiss law and regulations apply to the Contract, in particular SIA 118:2013 excluding the Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).

All disputes, controversies or claims arising out of or in connection with this Contract, including the validity, invalidity, breach or termination thereof, will be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The version of the rules in force at the time the notice of arbitration is served will apply. The arbitration tribunal is to consist of one or three members. The place of arbitration is Schenk (CH). The language of the arbitration proceedings is German.

Following arbitration, jurisdiction for all disputes is Schenk (CH).