



General Terms and Conditions for Purchasing by the Deutsche Telekom Group (GTC Purchasing)

Part B: Specific terms for Switzerland

1. Quality Management, Environmental Protection

Contractor shall adhere to Customer's requirements for quality management and environmental protection. If stipulated in the specification, Contractor shall document the application of (i) a quality management system in accordance with DIN EN ISO 9001, TL 9000 or a similar quality management system and shall provide data with respect to the metrics described either in the TL 9000 Quality Management System Measurements Handbook or in the agreed upon quality management system and (ii) an environmental management system in accordance with either DIN EN ISO 14001 or the ECO-Management and Audit Scheme.

2. Quotations

- (1) Quotations and related product demonstrations will be provided free of charge.
- (2) If the quotation deviates from the request for quotation of Customer, Contractor must expressly refer to this. If Contractor does not do so, the proposed services will be determined solely on the basis of the request for quotation of Customer.
- (3) Unless anything different is laid down in the quotation or request for quotation, Contractor remains bound by the quotation from the date on which it is received by Customer for a period of 3 months.
- (4) With a limit purchase order, Customer acquires the right, but not the obligation, to purchase from Contractor goods and services up to a defined value limit within a defined term. Limit purchase orders by Customer shall not constitute any purchase obligation of Customer. Contractor shall charge Customer exclusively for those goods and services effectively called by Customer from Contractor within the term of the limit purchase order. Goods and services not called by Customer expire at the end of the term without constituting any purchase or payment obligation of Customer.

3. Default

- (1) If Contractor exceeds a deadline agreed for the provision of a service ["Verzug"], then Contractor is automatically in default, if this deadline has been indicated as automatically giving rise to default (business deal subject to an expiry date). In other cases, Contractor is in default after being served by

Customer with a reminder including an appropriate time extension.

- (2) Should Customer exceed an agreed timeline with regard to payment, Customer shall be in default after being served by Contractor with a reminder including an appropriate time extension.
- (3) If a penalty is agreed, Customer may reserve the contractual penalty right any time up to the final payment.

4. Product Liability

- (1) Insofar as Contractor is accountable for a damage on the basis of product liability, Contractor undertakes to indemnify Customer against any claims for damages by third parties upon first written request. Same applies in cases of joint and several liability in accordance with the product liability law.
- (2) In addition, Customer shall be entitled to reimbursement of all costs and expenses incurred in this context, in particular those incurred by product recalls. Customer shall notify Contractor of the type and scope of recall actions, if this is possible and can be reasonably expected.
- (3) Customer shall immediately inform Contractor of the assertion of claims based on product liability and shall not make any payments or recognize any claims without consultation with Contractor.
- (4) Other statutory claims shall remain unaffected.

5. Transfer of Risk, Acceptance, Inspection for Defects

- (1) The transfer of risk and title occurs with acceptance ["Abnahme"] by Customer.
- (2) The supply of movables which are to be manufactured or produced as well as installation services require a written acceptance by Customer. The transfer of risk occurs with acceptance. Any implied acceptance, in particular by Customer's use of the products or services, is excluded.
- (3) Notwithstanding the foregoing, with regard to deliveries, the risk is transferred to Customer upon arrival at the place of receipt and upon counter-signing of the delivery note by an authorized employee of the Customer. Upon delivery, Customer shall inspect the delivery only for obvious defects (identity,

completeness and damages in transit). In the case of large-scale deliveries, Customer shall be allowed to narrow the inspection to random checks. In all other respects, Customer is released from the obligation to inspect and object to defects set forth in section 201 OR [Swiss Code of Obligations].

6. Liability for Defects

- (1) Contractor shall be liable for defects during the periods prescribed by statute, commencing on the date of transfer of risk or, if acceptance has been provided for, upon acceptance by Customer, and guaranteeing the contractual and defect-free condition and defect-free functioning of the products or services for which Contractor is responsible. The period of liability is extended by the time the products or services cannot be used correctly.
- (2) The statutory provisions shall apply to defects arising during the limitation period for claims for defects. Contractor is obliged to bear the cost of all expenses arising in connection with the liability for defects. Other statutory claims available to Customer shall remain unaffected.
- (3) Unless longer limitation periods are provided by law, Customer's claims due to warranty of title are subject to a limitation period of two years from the time a third party alleges infringement of intellectual property rights or any other rights or Customer becomes aware of the defect of title otherwise.

7. Performance, staff deployment and duty of loyalty

- (1) For the provision of the agreed services, Contractor will use only carefully selected and well-trained employees. On request by Customer, Contractor will replace any employees, within a reasonable period of time, who do not have the necessary specialist knowledge or who compromise the performance of the contract in any other way. In recruitment matters, Customer can reject any employee without having to give a reason.
- (2) The parties to the contract will divulge in writing the names and positions of the responsible employees. These will be deployed in line with project organization. If Contractor intends to replace employees or to deploy additional staff members, then the prior written consent of Customer must be sought.
- (3) For the provision of the agreed services, the parties to the contract will not deploy any employees who were involved in the same project on behalf of the other party to the contract during the contract negotiations and further after the conclusion of the contract. If either party to the contract infringes this duty, then it will pay a penalty to the other party, unless it can be demonstrated by the infringing party that the infringement was not caused by its fault. This penalty will correspond to 10% of the total payment per

incident, not exceeding 50,000 CHF per incident. Any further claims for damages under this section are excluded.

8. Data Protection

The following information shall also be collected on employees, vicarious agents and subcontractors to be deployed who require a work or residence permit as per applicable Swiss law in order to take up work in Switzerland: validity period of the work or residence permit, restriction of weekly working hours as per the work permit, restriction of place of deployment as per the work permit, restriction of duties/position as per the work permit.

9. Work and residence permit/occupational health and safety regulations, conditions of employment and equal pay rights for men and women

- (1) Where employees, vicarious agents or subcontractors are deployed, Contractor hereby assures that all necessary official approvals (i.e. work and/ or residence permits) have been obtained. Contractor shall indemnify Customer from any legal consequences resulting from failure to comply with these requirements.
- (2) As an independent contractor, Contractor shall undertake to properly submit any value-added tax received to the tax office and to independently and properly pay tax on any remuneration received from Customer.
- (3) For services rendered in Switzerland, Contractor will observe the occupational health and safety regulations and conditions of employment for its employees at the place at which the services are rendered. Contractor will ensure equal pay rights for men and women. The collective labour agreements and standard employment agreements will apply as conditions of employment or, where there are none, the existing employment conditions which are standard for the location and profession. Contractor will contractually ensure that subcontractors observe the aforementioned principles.

10. Invoices, Terms of Payment, Taxes

- (1) At Customer's discretion, the payment period shall be 30 days with a 3% discount or 90 days net. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this section, but not before performance/acceptance of the service.
- (2) If a credit note procedure has been agreed, the following provisions shall apply in deviation from respectively in addition to the provisions of this section: Customer effects payments without Contractor submitting invoices. The payment period shall commence when Customer has finished entering the

data, but no later than three working days after submission of the delivery note/service confirmation and not before performance/acceptance of the service.

The service shall be billed on the basis of the delivery note/service confirmation. Contractor shall receive a credit note from Customer on a monthly basis by the third working day of the following month as proof of the services recorded by Customer electronically. The credit note shall show the services according to type and quantity, as well as the net prices, the value-added tax rate, the value-added tax amount and the total amount for each delivery note/service confirmation.

11. Assignment of claims

Contractor's claims, rights and duties arising under the contractual relationship may only be assigned, transferred or pledged with the express written consent of Customer.

12. Final Provisions

The relationship between the Contractor and the Customer is governed by, and shall be construed in accordance with, the substantive laws of Switzerland to the exclusion of the conflict of laws rules set forth in Swiss international private law. The provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11.04.1980) shall not apply. The exclusive place of jurisdiction shall be Bern, Switzerland. However, Customer is entitled to bring an action against Contractor before any other competent court.