

Standard terms and conditions for the supply of services, goods, installations and maintenance



1 Scope and applicability

- 1.1 These Standard Terms and Conditions («STC») shall govern the legal relations between the Supplier and Salt Mobile SA, Avenue de Malley 2, 1008 Prilly (hereinafter referred to as «Salt») in connection with services, goods, installations, and maintenance.
- 1.2 These STC shall take precedence over any standard terms and conditions previously agreed, and over the Supplier's standard terms.
- 1.3 The Supplier shall be deemed to have agreed to these STC by the submission of a Proposal and/or the supply of the Objects of the Agreement.

2 Definitions

- a.) «Agreement» shall mean these STC and any hereto related documents duly signed by the parties or the acceptance of the Purchase Order, subject to these STC, by the Supplier;
- b.) «Objects of the Agreement» shall mean the provision by the Supplier of in particular (but not necessarily limited to) goods, services, installations, maintenance, etc. in accordance with a Purchase Order by Salt;
- c.) «Delivery Date» shall mean the date agreed for the supply of the Objects of the Agreement;
- d.) «Proposal» shall mean the Supplier's response based on Salt's request to provide quotation for the Objects of the Agreement described in Salt's request;
- e.) «Purchase Order» shall mean a binding order in writing for the supply of the Objects of the Agreement, and all modifications thereof, duly signed by Salt.

3 Ordering

- 3.1 A Purchase Order shall be valid only if duly signed by Salt. The Supplier shall confirm or reject the acceptance of the Purchase Order in writing within five (5) working days, otherwise the Purchase Order shall be deemed accepted by the Supplier.
- 3.2 Until Salt issues a Purchase Order and/or signs an Agreement, it has no liability (including pre-contractual liability) to the Supplier for any damage suffered by the Supplier. Salt is not obliged to state any reasons in the event of non-selection of the Supplier or of the non-ordering of Objects of the Agreement.

4 Delivery

- 4.1 The Supplier shall deliver the Objects of the Agreement at the Delivery Date, to the address and in the quantity and quality set forth in the Purchase Order, in conformity to Salt's request or to the specifications agreed prior to the issuance of the Purchase Order, suitable for the intended use and free of apparent or hidden defects.
- 4.2 The Supplier's delivery note shall state the number and date of the Purchase Order and include a description of the Objects of the Agreement, their quantity (total gross weight, where appropriate) and, if applicable, their dangerous-goods classification as required by law.
- 4.3 If Salt refuses to accept the Objects of the Agreement because of defects found, it shall not pay/be liable for the rejected Objects of the Agreement.
- 4.4 Partial deliveries shall be permissible only subject to prior agreement in writing by Salt. Salt reserves the right to cancel a Purchase Order in part or as a whole if a partial delivery is made without agreement in writing. Salt shall not be liable for costs incurred by the Supplier in case of such cancellation (notably but not necessarily limited to any such that may arise for the Supplier due to the return of such partial delivery).

5 Default

- 5.1 The Delivery Date stated in the Purchase Order shall be binding and shall be deemed met if the Objects of the Agreement have been delivered free from defects at the agreed Delivery Date to the location as stated in the Purchase Order.
- 5.2 If the Supplier does not meet the agreed Delivery Date as stated in the Purchase Order, then the Supplier shall be automatically deemed in default.
- 5.3 If the Supplier is in default, Salt may demand immediate compliance with the Agreement or cancel the Agreement without thereby affecting any of its legal rights. The Supplier shall in any case be liable for any damage that arises from its failure to deliver the Objects of the Agreement within the agreed Delivery Date. The Supplier shall pay Salt liquidated damages of two percent (2%) of the value of the Purchase Order for each started weekday for which it is in default, up to a total of twenty percent (20%). The payment of liquidated damages shall not be deemed to relieve the Supplier from its contractual duties or be offset against a claim for compensatory damages.

6 Testing and acceptance of the Objects of the Agreement

- 6.1 Upon receipt of the Objects of the Agreement, Salt shall test them within a reasonable time and inform the Supplier forthwith of their acceptance or rejection, as the case may be.
- 6.2 If Salt finds any Object of the Agreement or part of the Objects of the Agreement to be defective, it shall set the Supplier a reasonable period of grace to make good the defect. The Supplier shall make good any such defect within the stipulated period at its sole charge. The granting of a period of grace for making good defects shall not be deemed to relieve the Supplier of its liability to pay compensatory damages to Salt.
- 6.3 If within the stipulated period, the Supplier fails to make good the defect or fails to do so in full, Salt may at its sole discretion exercise the following rights:
 - a.) insist upon compliance with the Agreement, require compensation for the reduced value of the Objects of the Agreement, and claim compensatory damages; if Salt so requires, the Supplier shall replace the defective Objects of the Agreement;
 - b.) refuse acceptance of the defective part(s) of the Objects of the Agreement and claim compensatory damages;
 - c.) withdraw from the Agreement and claim compensatory damages for the loss.
- 6.4 If Salt claims a reduction of the value in the Objects of the Agreement, it shall also have the right, at the Supplier's risk and charge, either itself to make good or complete the Objects of the Agreement, or to transfer this task to a third party of its choice. The Supplier shall assist Salt therein and notably hand over all documents necessary for that purpose.
- 6.5 If only part of the Objects of the Agreement supplied is defective, Salt shall at its discretion accept only those parts that are free from defects.
- 6.6 The Supplier shall make available free of charge to Salt all documentation, such as (but not necessarily limited to) documents and copies relevant or belonging to the Objects of the Agreement or, as the case may be, to hand these over within five (5) days after (full or partial) delivery of the Objects of the Agreement.

7 Transfer of title and risk

Title and risk shall pass to Salt upon acceptance of the Objects of the Agreement.

8 Changes to the Objects of the Agreement

Changes to the Objects of the Agreement shall be valid only if mutually agreed and confirmed in writing by the parties. In response to a variation request by Salt, the Supplier shall inform Salt in writing within five (5) working days after receipt of said request whether the proposed changes are possible and what effects (notably on Delivery Dates and prices) they will have on the Objects of the Agreement.

9 Prices

- 9.1 Except as may be otherwise agreed, the prices stated in the Agreement shall be deemed firm and binding.
- 9.2 Any price change shall be mutually agreed and confirmed in writing. If the Supplier uses price lists and reduces these before the agreed Delivery Date for the Objects of the Agreement, the reduced prices shall also apply without specific agreement in writing.
- 9.3 All prices specified in or referred to in this Agreement are DDP (Incoterms 2010), include all costs, expenses and are exclusive of any tax raised in Switzerland (such as any sales, use, value added tax/VAT), levies, excise or other similar or equivalent taxes imposed on the supply of the Objects of the Agreement.

10 Permits and required certificates

The Supplier shall obtain at its own charge all necessary permits and required certificates.

11 Ethics

- 11.1 The Supplier undertakes to comply with and to require his subcontractors and any person under his control to comply with all applicable legislation and rules relating to ethical and responsible standards of behaviour including in particular the Supplier Code of Conduct on the Salt website (<https://www.salt.ch>) which is an integral part of these STC ("the Rules").
- 11.2 Salt within the framework of its corporate responsibility wants to promote an improvement of the environmental performance of its products and services. To this end, the Supplier agrees to supply on request relative information, in particular concerning the energy consumption, its equipment manufacturing and logistics, in order to assess and measure the CO₂ impact, the composition of products and its packaging and/or other specific information. The Supplier agrees that Salt will use part or whole of the above information for its customers.
- 11.3 Salt shall be entitled, by itself or through a nominated auditor, to audit the Supplier after a prior reasonable written notice in order to control the Supplier's conformity to the Rules.
- 11.4 In the event that a failure to comply with the Rules is detected, the Supplier shall upon Salt's written notice immediately remedy such failure so that its conduct conforms to the Rules.
- 11.5 Where the Supplier continues to be in breach of this clause, within thirty (30) days following receipt of said notice, Salt shall be entitled to terminate the Agreement with the Supplier with immediate effect.

12 Invoicing, payment

- 12.1 Except as may be otherwise agreed in writing by the parties, the Supplier shall not invoice Salt for the Objects of the Agreement before their completed delivery and their final acceptance by Salt.
- 12.2 All invoices shall be addressed to:
Salt Mobile SA
Accounting Department
Avenue de Malley 2
CH-1008 Prilly
- 12.3 All invoices shall contain the following details: number and date of the Purchase Order, Objects of the Agreement supplied, component designation and drawing number (if applicable), description, quantity and weight.
- 12.4 Payment by Salt shall be made in Swiss francs (CHF) within sixty (60) days after it has received the correctly compiled invoice. Salt shall notify the Supplier forthwith if an invoice is incorrect.
- 12.5 Payment by Salt shall not be deemed acknowledgment that the Objects of the Agreement are in accordance with the Agreement and/or free from defects.

13 Warranty

- 13.1 The Supplier warrants that the Objects of the Agreement possess the promised properties and characteristics, and contain no defect that reduces their value or impairs their suitability for the intended use. In particular, this provision requires that the Objects of the Agreement are state-of-the-art and comply with the technical documents as regards design, materials, workmanship, quality and other specifications that Salt is entitled to assume in good faith to be obvious to the Supplier, even if not expressly stipulated or agreed. Furthermore, the Supplier shall warrant that the Objects of the Agreement comply with the legal requirements and applicable industrial standards at the place of performance. The Supplier hereby warrants that it will keep spare parts available for Salt for at least ten (10) years after acceptance.
- 13.2 Except as may be otherwise agreed in writing or if the law requires a longer warranty period, the period of warranty shall be twenty-four (24) calendar months from the date of final acceptance. For maliciously concealed defects, the warranty period shall be ten (10) years. Defects shall be notified to the Supplier within sixty (60) days of their discovery.
- 13.3 The warranty period shall be deemed to recommence afresh for spare-part deliveries, maintenance, servicing and for the making good of defects under warranty.

14 Liability

- 14.1 The Supplier shall be liable for any damage and for any fault due to any defect in the Objects of the Agreement and/or due to poor execution of the Agreement. The Supplier shall obtain an insurance cover of at least five million Swiss francs (CHF 5 m). Salt may at any time demand proof of such insurance. The Supplier's liability shall not be limited by the insurance cover.
- 14.2 The Supplier shall be liable for any act of commission and/or omission by any helper, supplier, subcontractor, mandatory and/or other third party it may engage for its performance of the Agreement, as for its own such acts.
- 14.3 The Supplier's liability for death and personal injury shall be unlimited.

15 Proprietary rights in the Objects of the Agreement and rights of use

- 15.1 By its payment of the price, Salt shall acquire all proprietary rights in the Objects of the Agreement. The Supplier shall ensure through written agreements that all proprietary rights, including those of the Supplier's in-house or external employees and/or of any third party engaged for its performance of the Agreement, are likewise transferred to Salt. If this is not possible, the Supplier shall bring this circumstance to the notice of Salt when it submits its offer or in any event not later than before the signature of the Agreement.
- 15.2 Salt shall have absolute freedom as to whether, when and/or how it uses the Objects of the Agreement for processing and whether it does so in conjunction with other rights or integrates or incorporates them in other rights. The Supplier accepts that the Objects of the Agreement may be modified or altered by any third party within the meaning of article 11 par. 2 of the Federal Act on Copyright and Related Rights.
- 15.3 The Supplier hereby expressly waives its right to be named as author or creator. The Supplier shall ensure through written agreements that all its in-house or external employees and/or any third party engaged for its performance of the Agreement likewise waive this right. If this is not possible, the Supplier shall bring this circumstance to the notice of Salt when it submits its offer or in any event not later than before the signature of the Agreement.

16 Infringement of third-party property rights

- 16.1 The Supplier shall, at its sole charge, defend any claim against Salt on account of the infringement of patents and intellectual property rights, notably copyright, that may be raised in connection with the Objects of the Agreement supplied by the Supplier. Salt shall notify the Supplier forthwith as regards any such claim and, as far as possible, shall grant the Supplier authority to conduct and settle any such litigation itself. Supplier will not settle any claim or action without first obtaining the written consent of Salt. Salt will not be liable for any amounts paid by the Supplier in settlement of any claim or action where written consent of Salt was not first obtained. The Supplier undertakes to hold harmless, defend protect and indemnify completely Salt against any claim, suit, action, demand, damage (direct or indirect), loss, penalty, liability, disbursement and expenses whatsoever including legal fees that may arise in connection with such infringement of property rights
- 16.2 If Salt is prevented by final and unappealable judgment from using the Objects of the Agreement, the Supplier shall, as Salt may choose at its sole discretion, obtain for Salt the right to continue their use, exchange and replacement, or so modify the Objects of the Agreement as to avoid infringement of property rights; or take back the Objects of the Agreement and credit or reimburse Salt the price of the Objects of the Agreement or licence fee less normal depreciation.

17 Confidentiality

- 17.1 Both parties, their employees and their third parties shall treat as confidential all information communicated by the disclosing party. Except as set forth in clause 17.2 and 17.3, such information shall not be disclosed to any unauthorized third party. The confidentiality obligation shall begin upon the initiation of the contractual negotiations and continue in effect for three (3) years after the termination of the contractual relations. The confidentiality obligation shall not apply if there is a legal duty of disclosure.
- 17.2 The following information shall not be deemed confidential:
- information in the public domain, unless passed on without proper authority; or
 - information passed on by a third party not subject to a confidentiality obligation.
- 17.3 Disclosure of information to any third party shall be permissible only with the prior written consent of the parties.
- 17.4 The parties agree that the receiving party may disclose information to its subsidiaries, its parent companies and/or any of the latter's (directly or indirectly) controlled companies if such companies are bound by a comparable obligation of non-disclosure.
- 17.5 The receiving party shall store all confidential information in a safe place and protect it against unauthorized access, damage and/or loss.
- 17.6 The receiving party shall inform the disclosing party forthwith if it becomes aware of unauthorized disclosure of confidential information and shall make every possible effort to have it returned and prevent its further disclosure.
- 17.7 Upon termination of the contractual relations, the receiving party shall at its own charge destroy all confidential information made available by the disclosing party.
- 17.8 The Supplier and Salt agree that no press release or other public announcement related to the Agreement concluded between them and the Objects of the Agreement hereunder, written or oral, shall be published, except as required by applicable law or by a competent public authority.
- 17.9 Breach of the confidentiality obligation by the Supplier shall be a ground for liquidated damages of fifty thousand Swiss francs (CHF 50'000), for each case. The payment of liquidated damages shall not relieve the Supplier of its confidentiality obligation and of its liability for compensatory damages payable to the disclosing party. Liquidated damages shall not be offset against compensatory damages.

18 Data protection

- 18.1 In the event that the Agreement also involves the processing of personal data, the Supplier guarantees compliance with applicable legislation (Swiss and European) regarding data protection by himself, by all of its employees, internal or external, and any third parties engaged for the execution of the Agreement.
- 18.2 In particular, the Supplier guarantees that it has taken all the necessary technical and organizational measures for the processing of personal data.
- 18.3 For the rest, the Salt Privacy Statement available on the Salt website (<https://www.salt.ch>) is an integral part of these STC and is applicable for the Supplier and his subcontractors and any person under his control.

19 Use of Salt logo and name

The use or exploitation by the Supplier of the Salt name and/or logo in any manner or form shall be subject to the prior agreement in writing by Salt. Except as may be otherwise expressly specified, the application of these STC shall not in any manner be deemed to mean that the Supplier acquires any right in the intellectual property of Salt or in any such for which Salt possesses a licence.

20 Premature termination

Salt may terminate the Agreement at all time with immediate effect for justified reasons. Are in particular considered to be justified reasons:

- Gross negligence of Supplier;
- financial difficulties of Supplier such as, in particular, the cessation of payments, over-indebtedness, notice to the judge pursuant to art. 725b CO, bankruptcy warning, negotiations in view of obtaining a global debt settlement before or outside of court;
- incapacity to act, total or partial dissolution or liquidation of Supplier;
- breach of the obligations of the Agreement by Supplier, if after a notice of default Supplier does not remedy the situation;
- Force Majeure Event that lasts more than 60 calendar days;
- Violation of ethical standards;
- any circumstances which have seriously damaged the relationship of trust between the Parties.

21 Miscellaneous

- 21.1 Neither party shall, without the prior agreement in writing by the other party, assign any rights and/or duties under the Agreement, and pledge any claims and chattels. The Supplier has no right of retention regarding chattels and securities which, with the consent of Salt, have come into his possession, and which belong to Salt.
- 21.2 In processing a Purchase Order, the Supplier shall strictly observe all relevant accident-prevention and safety regulations, and shall carry out the directives and instructions by Salt as regards access to the Salt sites.
- 21.3 The Supplier shall at its own sole costs obtain all work permits and local official permits necessary to ensure the performance of its contractual duties. The Supplier shall likewise perform all its duties in strict accordance with all applicable laws and regulations, in particular arising from taxation and insurance legislation, such as (but not necessarily limited to) Old Age and Surviving Dependents' Insurance [AHV], Disability Insurance [IV], Unemployment Insurance [ALV], Accident Insurance Act [UVG] and Occupational Old-Age, Surviving Dependents' and Disability Act [BVG], and any other required by law or regulation.
- 21.4 No failure by a Party to comply partially or totally with any of the terms of the Agreement shall give rise to any claim against it, if such failure arises from any cause beyond its control, fortuitous event or any other external and unforeseeable event (Force Majeure Event). Within five (5) days from the day when a Party knew or should have known to be in a case of force majeure, such Party shall notify in writing the other thereof as well as of the consequences on the performance of its obligations under the Agreement resulting therefrom.
- 21.5 If the Agreement contains invalid or unenforceable clauses, the validity and effectiveness of the other contractual clauses are not affected. In such a case, the parties undertake to replace the defective clauses with others pursuing the aim and intention of the invalid or unenforceable clauses. Any gaps in the Agreement do not affect its validity; the parties will fulfill them with provisions that come closest to the party's will economically.

22 Contract amendments, signature

- 22.1 All amendments to this Agreement and/or to the Purchase order shall only be effective if made in writing.
- 22.2 The Parties acknowledge that they may also use an electronic signature solution (e.g. DocuSign) to sign the Agreement and/or any associated documents such as amendments and agree to be bound by any such electronic signature, as they would be with a handwritten signature.

23 Applicable law, legal venue

23.1 Swiss law shall apply exclusively to the interpretation and/or implementation of the Agreement and any dispute related thereto. The legal venue shall be either Lausanne or Zurich, at plaintiff's choice.

23.2 The provisions of the Vienna Treaty (United Nations Convention on Contracts for International Trade of 11 April 1980) shall not apply hereto.

February 2026, Version 2.9

Salt Mobile SA

Prilly, Switzerland

ACCEPTED by:

Supplier

Place, Date

Name, Title

Name, Title

Salt Mobile SA

Prilly, _____

Name, Title

Name, Title