

1. Scope of application

1.1. These terms and conditions apply to assembly, service, repair and maintenance services as well as to planning services that are commissioned separately (hereinafter referred to as "services"). They apply to all current and future contractual relationships.

1.2. All services are provided exclusively on the basis of these terms and conditions. Terms and conditions that conflict with or deviate from our terms and conditions shall only apply if we have expressly agreed to their validity in writing. The following terms and conditions shall also apply if we perform the service without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these terms and conditions.

1.3. Individual agreements with the client shall always take precedence over these terms and conditions.

1.4. All agreements and collateral agreements as well as all amendments must be made in writing. This also applies to the cancellation of this written form requirement.

2. Scope of maintenance services, definitions

2.1. Installations within the meaning of these terms and conditions are the installations on which or in whose spatial or functional environment we are to provide the commissioned services.

2.2. The inspection includes measures to determine and assess the actual condition of the technical equipment of a system. The inspection must be carried out at approximately equal intervals in accordance with the time interval selected by the client or in accordance with the specifications of the relevant VdS/VDE. In the case of a VdS-certified system, the time interval is based on the VdS specifications. The main device functions and the overall function of several devices and associated software must be checked.

2.3. The inspection in accordance with section 2.2 above does not exempt the customer from acceptance by certified inspection bodies in accordance with the legislation applicable in Switzerland.

2.4. Maintenance is usually carried out after the inspection and comprises all measures to maintain the target condition of a system's technical equipment. Maintenance includes the care of system components, replacement of components with a limited service life

(e.g. light bulbs), adjustment, readjustment and calibration of assemblies and devices.

2.5. Maintenance comprises measures to restore the target condition of a system's technical equipment. Repair services are carried out according to the method deemed necessary for the respective device. The client agrees to this; otherwise he will bear any additional costs incurred.

2.6. The maintenance measures carried out by remote access include remote enquiry, remote repair and remote control.

2.7. Digital Enabled Services means services provided by us under the Agreement that utilise Johnson Controls software and cloud-hosted software and tools to enhance and implement those services. These include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and condition reporting. If we provide Digital Enabled Services, these will require the collection, transmission and ingestion of building, device, system time series and other data into our cloud-hosted software applications. The Client consents to the collection, transmission, ingestion and use of such data by us in order to provide, maintain, protect and improve the Digital Enabled Services and our products and services.

3. Quotation / Offers

3.1. Our offers are always subject to change.

3.2. Illustrations, drawings, assembly instructions, circuit diagrams and other documents are protected by copyright and may only be used in connection with the provision of our services. Any disclosure to third parties, e.g. for the purpose of obtaining a quotation, requires our express written consent. Such documents must be returned to us unsolicited if a contract is not concluded.

4. Non-feasible services

4.1. The services rendered at the instigation of the client for the submission of an offer or cost estimate as well as the further proven expenditure (e.g. troubleshooting time) shall be borne by the client in accordance with Clause 5.7. 5.7 if the service cannot be performed for reasons for which we are not responsible, in particular because

- the client does not wish the service to be performed,
- a contested error is not recognisable,

- spare parts cannot be procured,
- the client has missed an agreed deadline,
- the client has not provided the object of performance,
- the client has not enabled access to the object of performance,
- the contract has been cancelled during the performance of the service.

4.2. We shall inform the client if a service does not appear to be economically viable. If the client decides that the agreed service is not to be performed for this reason, Clause 4. 4.1 shall apply accordingly.

4.3. Attachments are to be used in the areas specified in Clause 4.1 and 4.2 shall only be restored to their original condition at the express request of the client. The costs required for this shall be borne by the client in accordance with para. 5.7 shall be remunerated.

5. Terms of payment

5.1. Unless otherwise agreed, 30% of the order amount is payable on signing the contract, a further 30% on commencement of installation, a further 30% after construction progress and the final 10% after acceptance of the service.

5.2. Contracts for recurring services are invoiced annually in advance.

5.3. All payments are due within 30 days of invoicing without deduction.

5.4. Interest on arrears shall accrue at a rate of 5%. In the event of default of payment by the client – under this or other contracts – we are entitled to refuse performance under this or other contracts or to terminate the contract.

5.5. Contracts for recurring services are invoiced annually in advance.

5.6. We are entitled to demand a contractually agreed amount of money as security. In the case of movable goods, we are authorised to register a retention of title with the debt collection register at the purchaser's place of residence or place of business.

5.7. We will invoice our services according to time and material costs. In this respect applies:

- a) the working time shall be remunerated in accordance with the rates applicable at the time of conclusion of the contract;
- b) Waiting and travelling times shall be considered working time, insofar as they are to be remunerated as working time in accordance with the labour law regulations applicable to us;
- c) expenses and costs (e.g. expenses for investigations and official authorisations) are to be reimbursed by the client;

d) Necessary expenses, in particular travelling expenses, transport of luggage, tools and small materials are to be reimbursed by the client;

e) the material used as well as special tools, measuring and testing equipment shall be remunerated according to the price list valid at the time of conclusion of the contract, alternatively in the amount of the costs demonstrably incurred, plus appropriate surcharges.

6. Offsetting/rights of retention

6.1. The client shall only be entitled to set-off if his claims have been legally established, are undisputed or have been recognised by us.

6.2. The client shall only be entitled to exercise a right of retention or right to refuse performance if its claim is based on the same contractual relationship.

7. Execution of the service/duty to co-operate

7.1. The services are generally provided within our normal business hours. For services outside of business hours, we maintain an emergency service that will come to the place of use when commissioned. If the emergency service is utilised, the additional costs incurred shall be charged in accordance with Clause 5.7 will be invoiced.

7.2. We are authorised to commission subcontractors with the provision of services. However, we remain the sole point of contact for the client.

7.3. We shall be entitled to render partial services unless this conflicts with a recognisable interest of the client.

7.4. The client must fulfil all structural, technical and operational requirements.

for the performance of our services, as they result from our offer.

7.5. All preparatory work required for the provision of our services must have progressed to such an extent that we can provide our services unhindered and without interruption.

7.6. The client shall inform us in good time of any local safety regulations.

7.7. The client shall provide the energy and energy connections (e.g. electricity, water) required to fulfil the service at its own expense.

7.8. During the provision of services, there may be interruptions to the operational readiness of the systems. During this period, the client must provide an appropriate replacement and, as the operator of the building, remains solely responsible for compliance with public law requirements in particular.

7.9. Under no circumstances are we the operator of the systems for which we provide services. The client must ensure that he or a third party remains the actual and legal operator of a system. The client shall indemnify us against all claims arising from a breach of this obligation.

7.10. Malfunctions in operation and damage to the systems on which we are to provide services or which are connected to systems on which we are to provide services must be reported to us immediately with an appropriate description of the fault that has occurred.

8. Scope of services – delivery times – delay

8.1. The scope of services owed is conclusively described in our offer.

8.2. The service times stated in our offer are non-binding.

8.3. Agreed performance times are binding insofar as all technical issues have been clarified and the client has fulfilled its obligations, in particular to provide all necessary documents and authorisations, approvals and plans. If these requirements are not met, the performance period shall be tacitly extended by the period of the hindrance plus a reasonable start-up time. Further rights remain unaffected.

8.4. Delays in performance due to force majeure or due to unforeseeable and unavoidable circumstances such as operational disruptions, strikes, lockouts, lack of means of transport, pandemics and epidemics, difficulties in procuring raw materials and materials, official orders, late delivery by our suppliers or other circumstances that make contractual performance impossible or unreasonably difficult for us shall not lead to default. An agreed performance period shall be extended by the duration of the hindrance. Claims for damages are excluded in this case.

9. Recurring services

9.1. Insofar as the services ordered are recurring services such as regular maintenance work, the following provisions shall apply.

9.2. Adjustment of remuneration

a) We can adjust the prices at any time in the event of changes to the scope of the system.

b) We have the right to adjust our prices for the first time six (6) months after the start of the contract and then at least in accordance with the level shown by the Swissmen Index for the 3rd quarter. We reserve the right to make higher price increases. If the annual price increase is more than ten (10) per cent, the client is entitled to terminate the contract in writing within two (2) weeks with a notice period of three (3) months to the end of the month.

c) If the regular service costs change (e.g. due to changed safety requirements or technical changes to the system), we are entitled to adjust the remuneration at our reasonable discretion with a notice period of three (3) months.

9.3. Expansion, modification and relocation of the system

a) The client must notify us in writing in good time of any intended changes or relocation of the system.

b) Changes to the operating conditions must be communicated to us in writing in good time.

c) If we are to be commissioned with the modifications or relocation of the system, this must be agreed separately.

d) We are entitled to cancel an existing maintenance, inspection, servicing or repair contract if the corresponding system has been modified by the client or a third party during the term of the contract.

9.4. Contract term / cancellation

a) The contract begins on the agreed date and has a basic term until the end of the following year. It is extended by a further year in each case if it is not cancelled with three (3) months' notice to the end of the year.

b) In the event of final decommissioning of the system, a maintenance, inspection, servicing or repair contract in this regard shall end six months after we have been informed of this in writing. If the contract relates to several installations, it shall remain in force with regard to the remaining installations and the remuneration shall be adjusted accordingly.

c) If the client leaves the system to third parties, his obligation to pay the agreed remuneration shall remain in force, unless the third party enters into this contract with our consent.

d) If the client defaults on payment, we shall be entitled to suspend further services until the arrears have been settled. The right to terminate the contract for good cause remains unaffected by this.

e) The contract can only be cancelled before the end of the contract term for good cause.

f) Any cancellation must be made in writing.

g) In the event of extraordinary termination declared by us, the client shall be obliged to compensate us for any damages incurred due to premature termination of the contract. We are entitled to claim 30% of the monthly fees still outstanding up to the end of the term or up to the next possible termination date as liquidated damages or actual damages incurred. The client is at liberty to provide evidence of lower damages.

10. Acceptance

10.1. The client may only refuse acceptance in the event of a significant defect. Acceptance shall be deemed to have taken place if the client does not accept the work within a reasonable period of time specified by us, although he is obliged to do so. Public-law approvals, tests and certificates or licences for operation are not a prerequisite for acceptance.

10.2. Work on existing installations shall be deemed to have been accepted if no objection to our performance

has been made within one (1) week of completion of the work / notification of completion.

10.3. We may demand partial acceptance for functionally completed service areas.

11. Material defects

11.1. We shall only be liable for the services provided by us if they are used under the operating conditions known to us or typical operating conditions at the time the contract is concluded. Damage and/or wear and tear due to excessive or unintended use as well as deviations (tolerances) permitted or customary according to the relevant technical standards do not constitute a material defect. A construction tolerance of 5 % (five per cent) plus the measurement tolerances from the applicable technical regulations applies to the performance data listed in our offers. Claims for defects shall not exist in the event of only insignificant deviations from the agreed quality or in the event of only insignificant impairment of usability.

11.2. We assume no liability for defects for components, devices or spare parts provided by the client which we use at the client's instigation or instruction in the provision of the services. This exclusion shall also apply insofar as the components, devices or spare parts used at the instigation or instruction of the client cause a defect in the services provided by us and/or existing systems.

11.3. A guarantee or agreement on the quality of an item shall only exist if this has been expressly stated in writing in our offer or in the contract. The documents belonging to our offer, such as catalogues, specifications, illustrations, drawings, weights and dimensions, assembly plans, circuit diagrams and other plans etc. are only approximate and do not lead to a quality agreement unless they are expressly designated as binding.

11.4. In the event of a material defect, we must be given the opportunity to rectify the defect within a reasonable period of time. The rights of the customer shall be governed by the statutory provisions; however, cancellation of the contract shall be excluded. Claims for damages in the event of material defects shall be governed by para. 12.

11.5. Where we provide Digital Enabled Services, whilst these generally improve the performance of the products and services, they do not prevent all potential malfunctions, do not protect against all failures and do not guarantee any particular level of performance.

11.6. If it turns out that a notice of defects was unjustified, the client shall reimburse the expenses incurred as a result at the rates applicable at the time of the unjustified notice of defects.

11.7. The expenses necessary for the purpose of rectification shall be borne by the client insofar as they

are increased by the fact that the deliveries or services are taken to a place other than the client's registered office or branch office at the client's instigation or request, unless the transfer corresponds to their agreed or intended use.

11.8. Claims for defects shall lapse after one (1) year.

12. Liability/claims for damages

12.1. We are liable for intent, gross negligence, personal injury and damage in accordance with the German Product Liability Act (ProdHaftG) in accordance with the statutory provisions.

12.2. The following applies to simple negligence:

a) We shall only be liable for foreseeable damage typical of the contract.

b) Our liability is limited to CHF 1 million.

c) We are not liable for indirect or consequential damages such as loss of profit, business interruption, operational downtime, loss of use, loss of production or damages resulting from loss of data.

13. Retention of title

We reserve title to the delivered items until receipt of all payments from the business relationship with the client. If a relationship similar to a current account exists within the framework of the business relationship, we shall retain title to the items delivered by us until all payments from the business relationship with the client have been received and the recognised balance has been settled.

14. Compliance with export control regulations

14.1. The customer has to comply with the applicable international export and/or embargo regulations, in particular the applicable Swiss, EU and US regulations. We reserve the right to terminate or withdraw from the contract if it becomes apparent that the customer or the end user of our services is a person or entity listed under Swiss, US, European, and/or international export or embargo regulations or that the delivery is intended for a country to which delivery is prohibited under these regulations. The customer undertakes to inform us in due time if our deliveries are to be passed on to an end user or transferred to such country and if this could violate the afore mentioned regulations.

14.2. The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods supplied under or in connection with the Agreement that fall under the scope of Article 14f of the Ordinance on Measures in Connection with the Situation in Ukraine (SR 946.231.176.72). The customer shall undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers. Any violation of this clause shall constitute a material breach of an essential element of

this Agreement, and we shall be entitled to all appropriate remedies, including, but not limited to, termination of the Agreement. The customer shall immediately inform us about any problems in applying the requirements of this clause, including any relevant activities by third parties that could frustrate the purpose of this clause. Upon request, the customer shall make available to us any and all requested information concerning compliance with the obligations under this clause within two weeks of such request.

15. Software, digitally supported services and digital solutions

15.1. Installed Software. Subject to the terms of the Agreement and the End User Licence Agreement ("EULA") accompanying the Software or, if there is none, the terms of the EULA listed at (<https://www.johnsoncontrols.com/legal/digital/general-ula>), we hereby grant to Customer a non-exclusive, non-transferable, non-sublicensable licence to use the Software installed on site, solely for the purpose of using, operating and maintaining the product in which the Software is installed and to use the Software for internal business purposes.

15.2. Digitally Enabled Services: When we provide Digitally Enabled Services, they require the collection, transmission and ingestion of building, equipment, system time series and other data into Johnson Controls ("JCI") cloud-hosted software applications. Customer consents to JCI's collection, transmission, ingestion and use of such data to enable JCI to provide, maintain, protect and improve the Digitally Enabled Services and its products and services. Customer acknowledges that while the Digitally Enabled Services generally improve the performance of the Equipment and Services, they do not prevent all potential malfunctions, protect against all losses, or guarantee any particular level of performance. Client shall be solely responsible for the setup, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall reasonably protect the hardware and products connected to the Network, and shall provide us with secure network access for the provision of its Services. Notwithstanding any other provision of this Agreement, we shall not be liable for any Non-JCI Data Failure and Customer shall be responsible for any work performed by JCI to repair or remedy any Non-JCI Data Failure.

15.3. The term "Digitally Enabled Services" means the services provided under the Agreement that utilise JCI software and cloud-hosted software offerings and tools to enhance and enable those services. Digitally Enabled Services may include, but are not limited to, remote inspection, advanced fault detection and diagnostics, data dashboarding and condition reporting. A "non-JCI data outage" occurs when no data is received in

connection with the digitally supported services and this absence is not caused by JCI's action or inaction (e.g. if the customer disconnects the data acquisition gateway or the subsystem manufacturer changes the subsystem integration).

15.4. JCI Digital Solutions. The use, implementation and provision of software and hosted software products ("Software") offered under these Terms are subject to the applicable JCI Terms of Use for such software and software-related services ("Software Terms"), available at (<https://www.johnsoncontrols.com/legal/digital/general-tos/english-for-switzerland>).

15.5. We and our licensors reserve all rights, including all copyrights and industrial property rights, in the software and in improvements to the software. The Software licensed hereunder is licensed and not sold subject to the Software Terms. In the event of any conflict between any other terms and conditions contained herein and the Software Terms, the Software Terms shall prevail and govern the rights and obligations with respect to the Software, its implementation and deployment, and any improvements thereto.

15.6. Notwithstanding any other provisions, the following terms and conditions apply to software provided to the Customer under a subscription (i.e. a time-limited licence or right of use) (each a "Software Subscription"), unless otherwise specified in the relevant order:

Each Software Subscription provided under the Agreement will commence on the date the initial login credentials for the Software are provided (the "Subscription Start Date") and will continue until the expiration of the Subscription Term specified in the applicable Order. Upon expiration of the Software Subscription Term, the Software Subscription will automatically renew for successive one (1) year terms (each, a "Renewal Subscription Term"), unless either party notifies the other party at least ninety (90) days prior to the expiration of the then-current term that it will not renew the Subscription Term. To the extent permitted, purchases of Software Subscriptions are non-cancellable and amounts paid are non-refundable. Software subscription fees are payable annually in advance and will be invoiced on the subscription start date and on each anniversary date thereafter. Unless otherwise agreed in writing, the subscription fee for each renewal period will be JCI's then-current list price for the applicable software offering. Any use of the Software in excess of the scope set forth in the Agreement and the applicable Purchase Order will be subject to additional charges from the date of excess use.

16. Confidentiality, property rights and copyrights

16.1. Drawings, technical descriptions, operating instructions, cost estimates and other documents are recognised by the customer as our trade secrets and shall be treated confidentially. They may not be copied, reproduced or made available to third parties – in particular for the purpose of requesting quotations – without our express written consent.

16.2. The client must inform us immediately of any alleged infringements of property rights and – at our discretion – leave the conduct of legal disputes to us at our express request or – if this is not possible – at least involve us in the conduct of a legal dispute in such a way that we are fully informed and can have a say in all decisions that affect us, even indirectly.

16.3. In the event of an infringement of property rights, we shall be entitled, at our own discretion, to obtain a property right for the product in question, to modify it in such a way that the property right is no longer infringed or to replace it with a similar product. If this is not possible for us under reasonable conditions or within a reasonable period of time, the buyer shall be entitled to the statutory rights of cancellation or reduction, provided that he has enabled us to carry out a modification. We may also withdraw from the contract under the aforementioned conditions

16.4. Claims of the customer are excluded if he is (partly) responsible for the infringement of property rights or if he has not reasonably informed us of impending or known infringements of property rights and has not reasonably supported us in the defence against third-party claims.

16.5. Claims of the customer are also excluded if the (alleged) infringement of the property right results from use in conjunction with other goods not originating from us or if the goods are used in a way that we could not foresee.

16.6. Our obligation to pay damages in the event of culpable infringement of industrial property rights or copyrights is governed by para. 12.

16.7. Further claims or claims other than those regulated here on the part of the client due to the infringement of property rights are excluded.

17. Note on data protection

17.1. Johnson Controls as controller: We collect, process and transfer certain personal data of the customer and its personnel in connection with the business relationship between us and the customer (e.g. names, e-mail addresses, telephone numbers) as controller and in accordance with the Johnson Controls Privacy Statement at <https://www.johnsoncontrols.com/privacy-center/global-privacy-notice>). The client acknowledges Johnson Controls' privacy policy and consents to the collection, processing and transfer to the extent required

by applicable law. To the extent that consent to such collection, processing and transfer by Johnson Controls is mandatorily required of Customer's personnel under applicable law, Customer warrants that it has obtained such consent.

17.2. Johnson Controls as a processor: If we actually act as a processor of personal data on behalf of the client, the conditions at (www.johnsoncontrols.com/dpa) apply.

18. Miscellaneous

18.1. We are authorised to obtain an extract from the debt collection register or information from an information institute and to provide them with the usual information.

18.2. The contract shall remain binding in its remaining parts even if individual points are legally invalid. The invalid provision shall be deemed to have been replaced by a valid provision that is as economically equivalent as possible.

18.3. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is, at our discretion, the location of the branch that received the order or Pfäffikon.

The contractual relationship shall be governed by Swiss law to the exclusion of the conflict of laws. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.