

General Terms and Conditions – Plant Construction

Tyco Integrated Fire & Security (Switzerland) AG

Johnson Controls Systems & Service GmbH

Status October 2024

1. General scope of application

1.1. All current and future construction or plant-related contracts for work within the meaning of the provisions of the Swiss Code of Obligations (OR), in particular Art. 363 et seq. OR, are carried out under the following conditions.

1.2. Terms and conditions that conflict with or deviate from our terms and conditions shall not apply unless we have expressly agreed to their validity in writing. The following terms and conditions shall also apply if we carry out the services or deliveries to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our 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.

1.5. Our offers are always subject to change. Offers and cost estimates may only be forwarded to third parties with our consent.

2. Scope of services

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

2.2. We shall be entitled to render partial services, unless this conflicts with a justified interest of the client.

3. Remuneration

3.1. Our remuneration is calculated on the basis of the contractual unit prices and the services actually performed.

3.2. If the quantity estimate is exceeded by more than 10 per cent, a new price shall be agreed upon request, taking into account the additional or reduced costs.

3.3. In the event of a shortfall of more than 10 per cent of the quantity estimate, we shall be entitled to increase the unit price for the quantity of the service or partial service actually performed, unless we receive compensation by increasing the quantities for other ordinal numbers (items) or in some other way. The increase in the unit price shall essentially correspond to the additional amount resulting from the allocation of the

construction site set-up and construction site overheads and the general business costs to the reduced quantity.

3.4. We charge for our services according to time and material costs. In this respect applies:

a) the working time shall be remunerated in accordance with our 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.

3.5. Our calculation is based on the labour, material and ancillary costs applicable at the time of conclusion of the contract; in the event of an increase in these costs, we shall be entitled to invoice our remuneration on the basis of the increased costs no earlier than 4 months after conclusion of the contract.

3.6. If other services for which a lump sum has been agreed are dependent on the service or partial service covered by a unit price, we shall be entitled to demand an appropriate change in the lump sum together with the change in the unit price.

3.7. For ordered changes to services, our remuneration for additional and reduced services is calculated exclusively on the basis of the update of the original order calculation.

4. Terms of payment

4.1. We are entitled to charge instalments on the basis of the progress of performance or a table of values to be agreed between the parties (invoicing schedule). For all projects that exceed a threshold value defined by us, the parties shall agree on a billing plan that covers the scope of the project. In particular, this billing schedule provides

that we will send the customer an invoice for payment at the end of each month based on the progress of the work (broken down according to the phases completed and/or in progress and indicating the amount to be paid of the total price of the project). We reserve the right to invoice the objectively ascertainable costs for the storage of items as part of the project.

4.2. Payments are due without deduction within 30 days of the invoice date of the corresponding invoice.

4.3 If the client objects to an invoice in good faith ("objection"), it is obliged to explain the objection to us in detail in writing by the expiry of the payment deadline. If the client fails to make a complaint within the time limit, the invoice shall be deemed to be recognised, correct and payable, i.e. the client waives any corresponding objections to the invoice. Any other rights of the client remain unaffected. We are obliged to expressly draw the client's attention to this exclusion of complaints.

4.4 Measurements submitted in advance for partial invoices must be checked by the client within two weeks of delivery, after which the measurements shall be deemed to have been recognised. Depending on the complexity, different inspection periods may be agreed for measurements for the final invoice, but no more than six weeks after delivery.

4.5 Interest on arrears shall be charged 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.

4.6 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. Offsetting/rights of retention

5.1. The client shall only be entitled to offset its own claims if its claims have been legally established, are undisputed or have been recognised by us.

5.2. The client shall only be entitled to exercise a right of retention or right to refuse performance if the statutory requirements are met and its offsetting claim is based on the same contractual relationship.

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

6.1. The client must fulfil all constructional, technical and operational requirements for the performance of our services as set out in our offer.

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

7. Dates

7.1. The performance times stated by us are non-binding.

7.2. Delays in performance due to force majeure or due to unforeseeable and unavoidable circumstances such as operational disruptions, war, riots, terror, 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 it impossible or considerably more difficult for us to fulfil the contract shall not result in our default. Claims for damages are excluded in this case.

7.3. We shall notify the client if there are circumstances that hinder the performance of our services.

7.4. In the event of delays in performance in accordance with Clause 7.2 or a hindrance, any agreed execution deadlines shall be extended; the extension of the deadline shall be calculated according to the duration of the hindrance with a surcharge for the resumption of work and any postponement to a less favourable season.

7.5. If performance is interrupted for an expected longer period without our performance becoming permanently impossible, the services already performed shall be invoiced according to the contract prices and, in addition, the costs already incurred by us and included in the contract prices of the part of the service not performed shall be reimbursed.

7.6. If the client is responsible for the impeding circumstances, we shall be entitled to compensation for the damage incurred.

7.7. If an interruption lasts longer than 3 months, the contract may be terminated in writing by either party. Settlement shall be governed by Sections **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** If we are not responsible for the interruption, the costs of clearing the construction site shall also be remunerated, insofar as they are not included in the remuneration for the services already performed.

7.8. If we are in default with the performance of the service, the client is entitled, after prior written warning and threat of cancellation, to refuse further performance by us and to declare cancellation; withdrawal from the contract due to default with the performance of the service is excluded.

8. Acceptance / transfer of risk

8.1. 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.

8.2. We are authorised to demand partial acceptance for functionally completed service areas.

8.3. If delivery and installation are interrupted at the request of the client or for reasons for which the client is responsible, the risk shall pass to the client for the duration of the interruption.

8.4. If the service already performed by us in whole or in part is damaged or destroyed before acceptance due to force majeure or other objectively unavoidable circumstances for which we are not responsible, the performed parts of the service shall be remunerated according to the contract prices including the costs already incurred by us and included in the contract prices of the non-performed part of the service; in this case, there shall be no mutual obligation to pay compensation for other damages.

8.5. The risk of accidental loss and accidental deterioration of objects and materials provided shall be borne by the client.

9. Material defects

9.1. We shall only be liable for the systems manufactured by us or 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 shall not constitute a material defect. A construction tolerance of 5% (five per cent) applies to the performance data listed in our offers, plus the measurement tolerances in accordance with EN 13771-1:2003 or tolerances from comparable technical regulations. Claims for defects do not exist in the case of only insignificant deviations from the agreed quality or in the case of only insignificant impairment of usability.

9.2. We assume no liability for defects for components, devices or spare parts provided by the client which we are to use at the client's instigation or instruction in the work assigned to us. This exclusion shall also apply insofar as the components, devices or spare parts used at the instigation or instruction of the client have caused a defect in the services rendered by us and/or existing installations.

9.3. A guarantee or agreement on the quality of an item shall only exist if this has been expressly stated by us in writing in the offer or 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.

9.4. 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. Clause 10 shall apply to claims for damages due to material defects.

9.5. 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.

9.6. 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 have been 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.

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

10. Liability

10.1. We are liable for intent, gross negligence, personal injury and damages under the PrHG in accordance with the statutory provisions.

10.2. 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.

11. Retention of title

11.1. We reserve title to the delivered items until receipt of all payments from the business relationship with the client. If a current account relationship exists within the framework of the business relationship, we shall retain title to the items delivered by us until receipt of all payments from the existing current account relationship with the customer until settlement of the recognised balance.

11.2. The client is obliged to treat the items delivered by us with care and diligence until acceptance or until the

transfer of ownership and to insure them adequately at its own expense against fire, storm, water and theft damage at replacement value, storm, water damage and theft at its own expense at replacement value.

11.3. In the event of seizure or other interventions by third parties, the client must inform us immediately in writing, provided that ownership has not yet been transferred. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Article 242 SchKG, the client shall be liable for the costs and expenses incurred by us.

11.4. The customer shall be entitled to resell and/or process the delivered items in the ordinary course of business, but he hereby assigns to us all claims in the amount of the gross invoice total of our claims which accrue to him from the resale against his customers or third parties, irrespective of whether the delivered item has been resold without or after processing. In the event of processing by the customer, this shall be done on our behalf. The client shall store the newly created item for us with the care of a prudent businessman. The new item shall be deemed to be reserved goods. The processing/mixing with other items not belonging to us shall in any case establish co-ownership of the new item in the ratio of the value of the combined or mixed reserved goods to the value of the other goods at the time of combination or mixing. The client remains authorised to collect this claim even after the assignment. Our authorisation to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as the customer fulfils his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended. If this is the case, we may demand that the client discloses the assigned claims and their debtors, provides all information necessary for collection, presents the relevant documents and informs the debtors (third parties) of the assignment. Insofar as a relationship similar to a current account exists between the customer and his customer, the claim assigned to us by the customer in advance shall also relate to the recognised balance and, in the event of the customer's insolvency, to the then existing balance surplus.

12. Compliance with export control regulations

12.1 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.

12.2 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.

13. Digital Enabled Services

13.1 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 set out at <https://www.johnsoncontrols.com/legal/digital/general-eula>, we hereby grant the 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.

13.2 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.

13.3 The term "Digitally Enabled Services" means the services provided under the Contract that utilise JCI Software and cloud-hosted software offerings and tools to enhance and enable such 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).

13.4 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>.

13.5 We and our licensors reserve all rights, including all copyright and intellectual property rights, in the Software and any 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.

13.6 Notwithstanding any other provision, the following terms and conditions shall apply to Software provided to 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:

13.7 Each Software Subscription provided under the Agreement shall commence on the date on which the initial login credentials for the Software are provided (the "Subscription Start Date") and shall 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 the then-current JCI 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.

14. Confidentiality, property rights and copyrights

14.1. 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.

14.2. 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 have a say in all decisions that affect us, even indirectly.

14.3. 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 customer 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.

14.4. 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.

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

14.6. Our obligation to pay damages in the event of culpable infringement of industrial property rights or copyrights is governed by Clause 10.

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

15. Note on data protection

15.1. 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 the customer and us (e.g. names, email addresses, telephone numbers) as controller and in accordance with the Johnson Controls Privacy Statement at <https://www.johnsoncontrols.com/privacy-center>. The customer acknowledges the Johnson Controls Privacy Statement 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 by applicable law from the client's personnel, the client warrants that it has obtained such consent.

15.2. 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.

16. Miscellaneous

16.1. 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.

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

16.3. 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.

16.4. 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.