

General conditions for the purchase of goods and the provision of services to Skyguide

Unless otherwise agreed, acceptance of the Purchase Order relating to the products or services by the supplier/service provider (hereinafter "supplier") entails acceptance of these general conditions and, as a secondary condition, the prescriptions of the Swiss Code of Obligations. With the exception of these general conditions, the parties shall be bound only by agreements in writing.

1 Price

The price is firm and includes all ancillary charges, such as personnel costs, postage, transport costs and the like. Specifically, for the provision of services, Skyguide shall not be responsible for any permits, social security contributions and/or taxes of any kind. All prices shall be stated net of VAT.

2 Deliveries / customs clearance

Products originating from Switzerland: shall be delivered to the address shown on the reverse. Delivery costs shall be for the account of the supplier except if agreed otherwise in advance and in writing or if customs dictate otherwise. Products originating outside of and entering Switzerland, including CD-ROMs, software on data carriers, hardware and the like, shall be delivered to the following address:

Geneva site: Skyguide, c/o DHL Logistics (Suisse) SA, Halle de Fret N° 4 CH-1211 Genève Aéroport.

Zurich/Dübendorf site: Skyguide, c/o DHL Global Forwarding, Flugsicherungsstrasse 1-5, CH 8602 Wangen bei Dübendorf.

Deliveries shall be made to either Geneva or Dübendorf site or any other location specified in any purchase order or any other document, as the case may be" (DAP; Incoterms 2020). Each delivery shall be accompanied by an invoice showing the value of the merchandise, its origin, customs tariff code and the above-mentioned incoterm. Such an invoice is essential for the formalities of customs clearance.

Services shall be provided at the place of performance shown on the reverse.

ATTENTION: for deliveries and/or services on-site the supplier's personnel shall announce itself in advance and shall be in possession of valid proof of identity.

Delivery dates shall be considered as being firm, accordingly the supplier shall instantly be in delay without further notice in the event of non-compliance with the delivery date.

Skyguide may at its sole discretion accept and /or request partial deliveries.

3 Invoice

The invoice must contain order number and ordering line, gross price, rebates, amount of VAT and rate applied, VAT registration number, discount, method of delivery and a clear description of the service provided or goods supplied. If the service involves a provision of labour or repair work, the invoice shall also show the hours worked, the hourly rate and the cost of each spare part used. Partial deliveries shall be described as such. The invoice shall be sent to the invoice address shown on the reverse. Invoices shall not be addressed personally.

A separate invoice shall be provided for each order.

The payment details shall be indicated as follows:

For Switzerland:

- a paying-in slip QR Code in the name of the supplier, or
- a bank account number with clearing number and IBAN, or
- a post check account with IBAN.

Abroad:

- Precise name and address of the bank, its BIC and SWIFT code and the IBAN of the bank account.

Skyguide reserves the right to return invoices that do not conform to these regulations as well as to charge a processing fee of CHF 50.- as of the second invoice returned.

4 Payment

Unless agreed otherwise, payment shall be made within 30 days following receipt of the invoice which fully complies with the requirements stated herein, in particular in Section 3 hereabove, and after acceptance of the delivery or after assembly and functional check of the installation. Skyguide shall pay only those bank charges levied by its own payment institution.

5 Warranty

The supplier, as a specialist in the matter, represents and warrants for a period of two years from delivery or acceptance, if any, that the products or services

- Conform in all respects with any particulars or specifications defined in the purchase order.
- Be of high quality and free from defects in materials and workmanship.
- Comply with applicable legislation and regulations.
- are in all ways for proper use by Skyguide and are fit for purpose.

The supplier shall notify Skyguide without delay of any matters which could affect use of the products or service in the manner and for the purpose intended.

6 Intellectual Property Indemnity

Except to the extent that the products are supplied in accordance with designs provided by Skyguide it shall be a condition of the Purchase Order that none of the products will infringe any patent, trademark, design, right (whether registered or not), copyright or any other intellectual property right of any third party and the supplier shall indemnify and keep indemnified Skyguide against all actions, claims, losses, costs and expenses whatsoever which Skyguide may suffer as the result of non-compliance with the foregoing.

7 Safety of Machinery

Where relevant the manufacturer and/or supplier certify that the machine meets all the provisions of Directive 2006/42/EC on machinery. It certifies it by presentation of the declaration of conformity or of manufacturer referred to in art. 5 of the Directive. It also undertakes to provide the machine with an instruction manual or a declaration of incorporation and assembly instructions for incomplete machines. It also ensures that the technical documentation referred to in Annex VII of the above mentioned directive is kept on its premises and remains available to the competent authorities for at least ten years.

8 Subcontractors

Subject to Skyguide's prior written approval, the supplier shall have the right to appoint subcontractors for the performance of its obligations under the Purchase Order. In such event the supplier shall be fully responsible for the proper and timely performance of its obligations by such subcontractors.

9 Confidentiality

Neither party shall disclose any confidential information relating to the other. For any documents supplied by Skyguide the supplier shall take all necessary steps to ensure that such documents shall not be disclosed to any person other than a person employed, contractors, agents or other persons engaged by the supplier, whether under subcontract or otherwise for the performance of the Purchase Order.

Any disclosure to any person permitted under this term shall be made in confidence and shall extend only so far as may be necessary for the purposes of the Purchase Order.

The supplier shall procure that its employees, contractors, agents or other persons engaged by it neither transmit nor disclose Skyguide's confidential information to third parties and that such persons enter into a written Non-Disclosure Agreement to that effect and shall if and wherever necessary enforce its rights against such employees, contractors, agents of other persons.

Except with the prior written consent of Skyguide, the supplier shall not make use of any Skyguide confidential information otherwise than for the purposes of the Purchase Order.

10 Supplier's conditions of sale

Any of the supplier's general conditions of sale that may be in contradiction of or inconsistent with these general conditions shall be null and void.

11 Compliance

Both parties will carry out their obligations hereunder in strict compliance with applicable legislation, in particular legislation combatting bribery and corruption.

By accepting an order, the supplier accepts the application of Skyguide's Compliance Rules, i.e. Skyguide's Code of Conduct. The applicable Compliance rules are available at www.skyguide.ch.

Any violation of this provision is considered as being serious enabling Skyguide to terminate the Purchase Order for default.

12 Data Protection

Each Party shall process any personal data in accordance with the applicable laws (Swiss Federal Act on Data Protection ("FADP") and its Ordinance ("DPO") and where applicable the European General Data Protection Regulation (Regulation (EU) 2016/679 or "GDPR").

13 Liability and insurance

Skyguide refuses any attempt by the supplier to limit and/or exonerate its liability towards Skyguide.

The supplier shall take out and maintain on terms and conditions approved by Skyguide with a reputable insurance company a professional liability insurance covering Supplier's liability under the Purchase Order as well as a third-party liability insurance. The third-party liability policy shall provide a limit of CHF 10 Mio. per occurrence and a deductible of maximum CHF 100'000.- per case at the supplier's costs. Such policy shall cover damages occurring within a period of ten years after expiration of the Purchase Order. An insurance certificate shall be presented to Skyguide at Skyguide's request.

14 Applicable law and jurisdiction

The place of jurisdiction is Geneva. These general conditions are subject to Swiss law and exclude the Vienna Convention on the international sale of goods and the prescriptions of international private law.