

General Terms and Conditions (GTC) Climate Services Ltd.

1. Scope

1.1 These GTC are valid for all business relationships between Climate Services and its customers. A customer may object to these GTC only if he can prove that Climate Services has not made him aware of them and has not sufficiently indicated their application.

1.2 Any rules regarding the business relationship between a customer and Climate Services that differ from these GTC are only valid if they have been agreed between a customer and Climate Services in writing.

1.3 Unless otherwise agreed, if a customer submits its own general terms and conditions to Climate Services and asserts their validity, only the corresponding provisions shall apply. In this case, the parties are free to provide for another agreement in written form.

1.4 The validity of these GTC shall not be limited in time or space, unless Climate Services and a customer agree otherwise in writing.

1.5 Insofar as these GTC do not provide otherwise, the provisions of Swiss law of obligations shall apply in the alternative.

1.6. Should individual provisions of these GTC be or become invalid or should these GTC contain any loopholes, this shall not affect the validity of the remaining provisions (severability clause). In place of the invalid provisions, a valid provision that most closely reflects the economic intent of the parties shall be deemed to have been agreed from the outset. The same shall apply in the event of a loophole.

2. Validity and acceptance of offers submitted by Climate Services

2.1 Oral and telephone information from Climate Services about offers is only binding on Climate Services if confirmed in writing.

2.2 Offers submitted by Climate Services to the customer in writing are valid for 30 days, unless otherwise agreed in writing. Any information is non-binding and may only be used for the approximate determination of an order of magnitude, when the parties indicate that this information has been given for information purposes.

2.3 Climate Services' offers are accepted by the customer if the customer communicates the acceptance in written form (by letter, fax, e-mail or in a personal discussion which must be the subject of a protocol in written form).

2.4 Insofar as the context or agreements in written form do not clearly demonstrate otherwise, all contractual relationships between Climate Services and its customers are agency relationships within the meaning of Swiss law of obligations, in which the customer is the principal and Climate Services is the agent.

3. Guarantee, external control and liability

3.1 Climate Services carefully selects its external partners and service providers with all due care in accordance with the legal provisions. However, Climate Services accepts no liability for the declarations and activities of its partner companies and external service providers.

3.2 Climate Services accepts no liability if the projects it proposes or implements (services in connection with the mandate) do not meet the standards set by third parties. It does not assume responsibility for the services performed or offered by a third party. Defective services by third parties cannot under any circumstances give rise to the reimbursement of damage by Climate Services.

3.3 Climate Services cannot be held responsible for erroneous recommendations related to errors in the data provided by customers.

3.4 Climate Services ensures that the emission factors and related data used in the calculation of CO₂ balances are up-to-date. Climate Services accepts no liability for any future changes to these factors or data and is not obliged to update these factors or data free of charge.

3.5 The advice is based on the scientific data and the legal framework in force at the time the mandate is carried out. Climate Services cannot be held liable for the inadequacy of the advice as a result of a subsequent legislative change.

3.6 Due to external factors that cannot be influenced, Climate Services cannot guarantee the success of the measures it has proposed and therefore cannot assume responsibility for them.

3.7 Climate Services may refer to websites managed and maintained by a third party via hyperlinks. Climate Services controls these pages at the time of reference, but does not control the entire website and is therefore solely responsible for the content of the page indicated.

3.8 The Client acknowledges and agrees that Climate Services automatically acquires all intellectual property rights that are created during the execution of the mandate with the Client. However, Climate Services has no rights to any intellectual property (i) that was created by Customer, (ii) that was already owned by Customer (iii) that contains secret financial data of Customer or (iv) that contains Customer sales, marketing or business strategies or information about its products.

3.9 Neither Climate Services nor the customer shall be liable for the non-performance of a contractually stipulated duty if the non-performance is attributed to an impediment that is beyond the control of the respective party (e.g. fire, natural disaster, war, confiscation, political unrest, general shortage of raw materials, restriction of energy consumption, strike and other similar causes). The same applies in the event that a Climate Services project partner is affected by such circumstances and is therefore unable to fulfil its contractual commitments.

3.10 Climate Services shall not be liable under any circumstances for a value greater than the value of the mandate in question. The value of the mandate corresponds to the price communicated by Climate Services to the client for the correct execution of the mandate.

4. Rights to use trademarks, labels, knowhow and the like

4.1 Climate Services may grant the Client rights for the use of trademarks, labels, know-how or the like in the production, distribution and marketing of climate-neutral services and products in connection with these services within the scope of or as a result of the fulfilment of the mandate. Such rights may only be used

by the customer and within the agreed framework and may not be passed on by the customer to third parties.

4.2 The Client undertakes to adopt any change of brand or related representations and logos directly after the change has been communicated by Climate Services. It follows that the client undertakes to also adapt all marketing materials to the representations prescribed by Climate Services at its own expense within six (6) months of receipt of a written statement.

4.3 Climate Services grants its customer the right to communicate the existence of a contractual relationship with Climate Services to third parties, to mention the use of Climate Services' services with its own means of communication, in particular the website, the annual report and official press statements. All references to Climate Services by the client in its external communications tools must, where possible, be exposed to Climate Services prior to publication, in order to be approved by Climate Services.

4.4 Climate Services is entitled to refer to its customer on its own website or in other media by name, unless the customer asserts a legitimate interest to the contrary in writing. Any references to Climate Services in external media should, where possible, be communicated to Climate Services prior to publication.

4.5 In principle, and insofar as the above provisions do not provide otherwise, all rights to contributions made with the performance of the contract belong to Climate Services. Any use that has not been expressly approved by Climate Services in advance is not permitted.

5. Miscellaneous provisions

5.1 Invoices sent by Climate Services to the Client must be paid in accordance with the terms and conditions individually agreed to by contract. In the absence of such conditions, a period of 15 days is granted from the date of the invoice. Climate Services reserves the right to levy collection costs and default interest to the extent customary in the business.

5.2 In addition to the individual contractual agreements, these general terms and conditions of sale and the provisions of the Swiss Code of Obligations apply exclusively to all transactions between the customer and Climate Services. Deviating general terms and conditions of the customer or any provisions that deviate from the GTC must be expressly accepted in writing in advance by Climate Services.

5.3 For disputes between the parties arising from the business relationship between Climate Services and its customers, the exclusive place of jurisdiction shall be Fribourg.

5.4 Swiss law shall apply exclusively to these General Terms and Conditions.

These GTC are a translation of the French version available on the home page of Climate Services. The French version is the authoritative version.

Fribourg, 10.02.2026