

# General Terms and Conditions

**Only the German version of the General Terms and Conditions is legally binding.**

## 1. Scope of Application

### 1.1 Principle

<sup>1</sup> These General Terms and Conditions (the GTC) of energie wasser Luzern (hereinafter ewl) govern the legal relationship between ewl and its customers. The term "Customer" shall hereinafter refer equally to male and female customers. A customer is any natural or legal person who obtains services from ewl.

<sup>2</sup> The term ewl includes all companies of the ewl Energie Wasser Holding AG that apply the GTC, in particular ewl Verkauf AG, ewl Kabelnetz AG, ewl Rohrnetz AG, ewl Wasser AG, ewl Kraftwerke AG, Seenergy Luzern AG and Fernwärme Luzern AG.

<sup>3</sup> The GTC apply to all services provided by ewl.

### 1.2 Formation of the Contractual Relationship

<sup>1</sup> The legal relationship with the Customer, hereinafter referred to as the Contract, is formed:

- a) upon conclusion of a written contract, in particular a product contract and/or a network connection contract, or
- b) upon acceptance of an offer issued by ewl, or
- c) upon connection to the distribution network of ewl, or
- d) upon the Customer's use of ewl services, in particular the supply of energy, water, telecommunications services, other services or certificates.

<sup>2</sup> By connecting to the distribution network pursuant to section 1.2 (c) and/or by using ewl services pursuant to section 1.2 (d), the Customer acknowledges and accepts the product-specific terms and technical regulations applicable to the relevant product, as well as these GTC. In such cases, the Customer shall pay remuneration in accordance with the prices published by ewl on its website.

### 1.3 Validity of Offers

<sup>1</sup> Offers issued by ewl shall be binding for a period of two months from the date of issue. ewl may specify a different validity period in an offer.

<sup>2</sup> All offers prepared by ewl and the related documentation remain the intellectual property of ewl and are confidential. They may not be copied or disclosed to third parties.

## 2. Definitions

<sup>1</sup> **Installations:** The installations, equipment, metering devices and systems required for the provision of services.

<sup>2</sup> **Energy:** The energy sources supplied to the Customer, such as electricity, gas, heat and cooling.

<sup>3</sup> **Force Majeure:** Events beyond the reasonable control of ewl which render the performance of a Contract impossible or substantially more difficult. Such events include, by way of example, governmental import or export restrictions, war or warlike events, pandemics or epidemics, terrorist activities, general mobilisation, riots, strikes, sabotage, cyber-attacks or natural disasters (such as earthquakes, floods or severe weather events).

<sup>4</sup> **ewl Services:** The products and services offered by ewl to Customers, in particular:

- a) the supply of energy
- b) the supply of water
- c) the provision of telecommunications services
- d) network connection to ewl distribution networks

e) the use of ewl lines

f) further services related to the above services.

<sup>5</sup> **Lines:** The distribution networks and network connection lines (pipes and cables) owned by ewl for the supply of energy, water and telecommunications.

<sup>6</sup> **Network Connection Line:** The line connecting the Customer's installation to the ewl distribution network.

<sup>7</sup> **Network Connection:** The technical/physical connection of a Customer's installations to the distribution network, from the network connection point to the metering point. The network connection point is the location where the physical connection to the distribution network is established.

<sup>8</sup> **Metering Equipment:** All tariff, control and communication devices, including communication connections and antennas, as well as meters, measuring transformers, volume converters and test installations. They are used at a metering point to measure and/or record consumption of the services used and to provide the recorded data.

<sup>9</sup> **Metering Point:** The physical location in the network at which measurement takes place.

<sup>10</sup> **Contracts:** All legal relationships existing between ewl and the Customer that have an ewl service as their subject matter. Network connection contracts are all contracts of ewl governing the technical/physical connection of a Customer's installations to an ewl distribution network.

<sup>11</sup> **ewl Distribution Network:** Any network operated by ewl for distribution purposes, in particular for electricity, gas, water, heat, cooling and data transmission.

<sup>12</sup> **Basic Price:** A fixed price levied for the provision of services, irrespective of the measured quantity consumed.

<sup>13</sup> **Energy Price:** A variable price levied for the provision of services, depending on the measured consumption quantity.

<sup>14</sup> **Capacity Price:** A fixed or variable price levied depending on the measured or contracted capacity.

## 3. ewl Services

### 3.1 Provision of Services in General

<sup>1</sup> ewl shall provide its services within the scope of its technical, legal and economic capabilities. Services shall be provided within the available and agreed connection capacity and within the permissible tolerances, for example in respect of voltage, frequency, pressure, temperature and quality. The applicable Swiss and European standards as well as the recognised rules of technology shall apply.

<sup>2</sup> ewl may engage auxiliary persons and subcontractors for the performance of the Contract.

### 3.2 Customer Portal

<sup>1</sup> ewl shall make an online customer portal available to its Customers, through which certain information and services (for example consumption data, invoices and contract information) are provided digitally. The customer portal shall be continuously adapted and further developed.

<sup>2</sup> Use of the customer portal is governed by the portal's terms of use.

#### 4. Use of ewl Services by the Customer

##### 4.1 General

The Customer shall ensure that, when using ewl services, they do not violate any statutory provisions; they comply with their contractual obligations at all times and use the services solely for the agreed purpose. Otherwise, ewl may suspend its services in accordance with section 12.2.

##### 4.2 Passing on of Services

The passing on of ewl services, in particular energy and water, by a Customer to third parties (for example to tenants) is not permitted without the consent of ewl, except in the case of subtenants of residential and office premises and in the case of self-consumption associations as prescribed by law. No surcharges may be added to prices within the scope of any permitted passing on of services.

#### 5. Customer's Duties to Cooperate

##### 5.1 Principle

<sup>1</sup> The Customer shall comply with the duties to cooperate that are set out in this section.

<sup>2</sup> Further duties of the Customer to cooperate are set out in the other contractual documents.

##### 5.2 General Duty to Provide Information

The Customer shall, upon becoming aware of them, inform ewl without delay regarding all circumstances that are or may be relevant to the provision of services by ewl.

##### 5.3 Notification Obligation in the Event of Departure/Relocation and Change of Ownership

<sup>1</sup> ewl shall be informed in writing, electronically or by telephone regarding any departure/relocation, change of ownership or change of property management at the latest 10 days prior to the event by the following persons:

- a) **Seller/Transferor:** any change of ownership of a property (such as a building or an apartment), stating the address of the buyer, the date of transfer of ownership and the date on which benefits and risks are transferred;
- b) **Departing/relocating tenant or lessee:** departure/relocation from leased premises, stating the new address and the date of handover of the keys;
- c) **Landlord or lessor:** change of tenant/lessee of premises, stating the address of the new tenant/lessee and the date of handover of the keys;
- d) **Property owner:** change of property management, stating the address of the new management company and the date from which responsibility changes.

<sup>2</sup> If a Customer breaches the above notification obligations, the Customer shall be jointly and severally liable for the remuneration for the services used at the relevant property. This includes the Basic Price, Energy Price and Capacity Price charged to an unreported tenant, as well as any further efforts and costs thereby incurred.

<sup>3</sup> Energy and water consumption and any additional costs and efforts incurred at vacant leased premises and for unused installations shall be borne by the owner of the relevant property vis-à-vis ewl.

<sup>4</sup> In the event of a transfer of ownership, the seller shall comply with section 15 paragraph 2.

<sup>5</sup> Any statutory or contractually agreed information and notification obligations deviating from the above shall remain reserved.

#### 5.4 Compliance with Regulations

The Customer and their auxiliary persons, such as third parties appointed by the Customer, shall comply with the safety requirements and technical regulations applicable in connection with the operation of the ewl distribution network and the installations that are connected to it. In addition, the Customer and their auxiliary persons shall comply with the relevant statutory provisions, the applicable technical standards and recommendations of Swiss professional associations, as well as the accompanying technical regulations of ewl.

##### 5.5 Notification Obligation in the Event of Works Carried Out by the Customer

<sup>1</sup> Information on the location of underground installations and lines may be obtained from ewl. If the Customer plans excavation works on a property, the Customer shall, in advance, make enquiries to ewl about the location of any underground installations or lines.

<sup>2</sup> If the Customer or third parties appointed by the Customer carry out or arrange for works of any kind in the vicinity of ewl lines or installations which could endanger or damage such lines or installations, the Customer (directly or via the appointed third parties) shall notify ewl thereof in writing or by electronic means at least 30 days prior to the commencement of the works.

Hazardous works include, in particular, construction works, demolition works/building demolition, drilling, blasting, excavation works, façade renovations, tree felling or the covering of cable lines. Any necessary protective measures shall be determined and carried out exclusively by ewl. The Customer shall tolerate such protective measures. The costs arising from this shall be invoiced to the Customer.

<sup>3</sup> If, in consultation with ewl, lines are excavated, ewl shall, prior to backfilling, be given the timely opportunity to inspect, survey and protect the lines.

<sup>4</sup> If installations or lines are unexpectedly discovered in the course of works on a property, the works shall be stopped immediately and ewl shall be informed without delay. ewl shall then decide on further measures.

##### 5.6 Protective Obligations

<sup>1</sup> The Customer shall be responsible for ensuring that their own installations and equipment that are used in connection with ewl services are in proper working order and safe condition. For the protection of its installations and lines, ewl may specify conditions and measures which the Customer shall implement at their own expense. This applies to both new and existing installations. The relevant conditions and measures shall be based on the applicable regulations, in particular these GTC, the applicable "Network Connection Rules", the product-specific technical regulations of ewl and the applicable industry standards.

<sup>2</sup> The Customer shall ensure that the routes for ewl lines and installations are kept clear. The Customer shall refrain from installing or remove structural installations and/or planting of vegetation that could pose a risk to ewl lines and installations or hinder the provision of services by ewl.

<sup>3</sup> The Customer shall, within their sphere of influence, refrain from and prevent any manipulation of seals or metering equipment.

#### 6. Installations and Lines

##### 6.1 Compliance with Regulations

<sup>1</sup> Only installations that comply with the applicable regulations and that do not have any adverse effects on the installations of ewl or third parties may be connected to the ewl distribution networks.

The regulations for electricity, gas and water installations shall be deemed to be complied with if the installations conform to the relevant regulatory frameworks, in particular those of the Swiss Gas and Water Association (SVGW) and the Association of Swiss Electricity Companies (VSE).

<sup>2</sup> If customer installations do not comply with the regulations pursuant to paragraph 1 or otherwise impair installations of ewl or third parties, ewl may require the Customer to implement all necessary technical measures to remedy the situation at their own expense. If the Customer fails to remedy the situation within a reasonable period, ewl may suspend its services in accordance with section 12.2.

<sup>3</sup> For all media, such as electricity, gas, water, heat and cooling, the respective ewl Network Connection Rules together with the technical regulations shall apply in particular.

## 6.2 Construction and Maintenance

<sup>1</sup> The construction, renewal, maintenance, modification and extension of network connections, the related installations and lines, as well as metering, switching, pressure control and safety equipment, shall be carried out exclusively by ewl or by third parties appointed by ewl. When doing so, ewl shall, within the scope of its technical regulations, give due consideration to the Customer's interests.

<sup>2</sup> If, in the course of renewal of the distribution network or road refurbishment works, an existing network connection line or an existing network connection must also be renewed – for example for technical, economic or legal reasons – the Customer shall tolerate such renewal.

<sup>3</sup> ewl shall take all necessary or appropriate measures to ensure the proper functioning of the network connection. In doing so, ewl shall decide at its own discretion.

<sup>4</sup> The installation of temporary network connections shall be carried out by ewl at the Customer's expense.

<sup>5</sup> The allocation of costs for construction and maintenance shall be governed by the other contractual documents.

## 6.3 Repairs

<sup>1</sup> Repairs to network connections, the related installations and lines, as well as to metering, switching, pressure control and safety equipment, shall be carried out exclusively by ewl or by third parties appointed by ewl.

<sup>2</sup> The Customer shall notify ewl without delay upon becoming aware of any damage to installations and lines of the network connections and to other installations of ewl. ewl shall in turn inform the Customer of any damage identified to the Customer's installations and network connection lines and of any repair measures planned.

<sup>3</sup> If the Customer reports damage late, ewl shall be entitled to subsequently invoice energy or water quantities that were not correctly billed as a result of the damage.

<sup>4</sup> The costs of repairs to network connections and the related installations and lines shall be borne by the respective Customer. In the case of network connections serving several parties, the allocation of costs shall be based on the number of connected properties.

## 6.4 Installation Inspections

<sup>1</sup> In accordance with the applicable technical regulations (for example SVGW, VSE) and the Network Connection Rules, ewl shall carry out periodic and extraordinary installation inspections. The Customer shall tolerate such inspections and ensure appropriate access.

<sup>2</sup> If the Customer refuses access or if identified defects are not remedied within the specified period, the installations shall be deemed defective. In such cases, ewl may suspend its services in accordance with section 12.2 or restore the lawful condition at the Customer's expense.

<sup>3</sup> The costs of extraordinary inspections, follow-up inspections and efforts incurred as a result of non-compliance with notification or access procedures shall be borne by the Customer.

## 7. Measurement of Consumption

### 7.1 Principle

<sup>1</sup> Unless another method of measurement has been agreed, the data recorded by the metering equipment installed at the Customer's premises for the relevant service, for example the meter provided by ewl, shall be decisive for determining consumption.

<sup>2</sup> The calibrated meters, measuring transformers and volume converters must comply with statutory requirements at all times. The metering equipment shall be supplied and installed by ewl and shall remain the property of ewl. The Customer shall provide the required space for the metering equipment free of charge. The Customer shall grant access to the metering equipment, taking into account any requirements specified by ewl. ewl shall ensure that the meters comply with statutory requirements at the Customer's expense.

### 7.2 Meter Reading

Regular reading of the metering equipment shall be the responsibility of ewl or its appointed third parties and shall comply with statutory provisions and the relevant industry standards. Meter reading may also be carried out electronically, as standard practice by remote reading and alternatively by onsite reading of the metering data. In special cases, Customers may be requested to read the meters themselves without being paid to do so and to truthfully report the meter readings to ewl.

### 7.3 Verification of Metering Equipment

<sup>1</sup> The Customer shall be obliged to notify ewl without delay of any irregularities identified in the functioning of the metering equipment. If the Customer doubts the accuracy of the measured values, they may request a verification. In such cases, ewl shall remove the metering equipment, in particular the meter, and have it officially tested. If the test result lies outside the statutory tolerance limits, ewl shall bear the costs of the test as well as any repair costs; otherwise, the Customer shall bear the verification costs. Objections regarding measurement do not release the Customer from their payment and performance obligations vis-à-vis ewl. If losses occur downstream of the metering point, the Customer shall not be entitled to any reduction of the measured consumption.

<sup>2</sup> If measurement errors or malfunctions are identified that lie outside the statutory tolerance limits, the actual consumption shall, insofar as possible, be determined as part of the verification pursuant to paragraph 1. If the verification does not produce a result, a joint estimate shall be made on the basis of comparable previous or subsequent periods. If the actual consumption cannot be determined either by verification or by a joint estimate, ewl shall determine the consumption relevant for invoicing. In the case of existing installations, ewl shall base its determination on the average consumption during the same period in the previous three years, adjusted to reflect changes in connection values or operating conditions. Where necessary, ewl shall take into account the information provided by the Customer.

<sup>3</sup> Billing shall be corrected for the period of the measurement error or malfunction using the consumption values determined pursuant to paragraph 2. If the exact period of the measurement error or malfunction cannot be determined, the correction shall be made only for the contested reading period.

#### 7.4 Temporary Connections

In exceptional cases, for example in the case of temporary connections, the installation of metering equipment to record temporary use of services may be dispensed with. In such cases, billing shall be based on an agreed flat rate.

#### 7.5 Replacement of Meters

<sup>1</sup> Meters subject to statutory verification requirements shall be replaced by ewl upon expiry of the verification period.

<sup>2</sup> If the Customer prevents the replacement, ewl shall be entitled to determine the consumption relevant for invoicing as per section 7.3 paragraph 2, sentence 3, or to suspend services until replacement in accordance with section 12.2. In addition, ewl may invoice the Customer for the associated efforts and costs.

#### 7.6 Dismantling after Termination of the Contract

After termination of the Contract, the Customer, as tenant or owner, may request the dismantling of the metering equipment for vacant leased premises and unused installations. The costs of dismantling and any subsequent reinstallation shall be borne by the Customer.

### 8. Remuneration

#### 8.1 Types of Remuneration and Prohibition of Set-Off

<sup>1</sup> The Customer's remuneration shall be payable either as a flat rate or based on effort and/or on the quantity consumed. The applicable remuneration system and the specific remuneration shall be agreed in the contractual documents, such as a price list. In the absence of an explicit agreement, the Customer shall owe remuneration based on effort and/or on the quantity consumed, whereby the prices published by ewl on its website shall apply. Remuneration shall be paid in Swiss francs (CHF), unless the Contract provides otherwise.

<sup>2</sup> Statutory value added tax (VAT) and the CO<sub>2</sub> levy shall be payable in addition to the agreed price, unless otherwise agreed contractually. If public levies on ewl services are introduced or if VAT, the CO<sub>2</sub> levy or other invoiced taxes or fees are adjusted, ewl may adjust the prices accordingly.

<sup>3</sup> Offsetting of ewl's remuneration claims against counterclaims of the Customer shall be excluded.

#### 8.2 Procedure for Adjustment of Remuneration

<sup>1</sup> ewl shall be entitled to adjust the contractually agreed remuneration to a reasonable extent. This shall apply in particular in the event of increased energy procurement and network costs or within the scope of general inflation.

<sup>2</sup> If ewl intends to adjust the remuneration, it shall notify the Customer in advance and at the same time inform the Customer of the date on which the adjustment takes effect (adjustment date).

<sup>3</sup> If the Customer does not agree with the price adjustment, they may object in writing within 30 days of notification by ewl. Otherwise, the adjustment of the remuneration shall be deemed to have been accepted.

<sup>4</sup> If the Customer objects to the adjustment of the remuneration within the set period of time, the parties shall attempt to reach

an amicable solution within 30 days of the objection. If no such solution is reached, the Customer may terminate the Contract in writing with effect from the adjustment date. Otherwise, the adjustment of the remuneration shall be deemed to have been accepted.

### 9. Invoicing and Payment Terms

#### 9.1 Invoicing

<sup>1</sup> Invoicing to the Customer shall be carried out at regular intervals determined by ewl. Where remuneration is based on the quantity consumed, the metering equipment shall be read in advance. ewl shall issue only one invoice per metering device.

<sup>2</sup> ewl may issue advance invoices at any time corresponding to the expected consumption.

<sup>3</sup> ewl may subsequently correct any errors or inaccuracies in all invoices.

<sup>4</sup> Connection contributions for network connections shall be invoiced after completion of the connection works, unless otherwise agreed. ewl may require advance payments, in special cases also to the amount of the full connection contribution.

#### 9.2 Payment Terms

Unless otherwise agreed, all invoices issued by ewl shall be payable within 30 days (payment period) of the invoice date (due date and maturity date). The invoice amount shall be transferred to the bank account stated on the invoice, free of charges for ewl, quoting the payment details specified in the invoice. ewl does not accept cash payments.

#### 9.3 Default and Consequences of Default

<sup>1</sup> If the Customer fails to pay within the period specified for payment, the Customer shall automatically be in default upon expiry of the due date (maturity date), without the need for a reminder.

<sup>2</sup> In the event of default, a first reminder shall be sent to the Customer after expiry of the period specified for payment, granting a further payment period of 7 days and indicating that reminder fees will be charged in the event of a further reminder. If the first reminder is not complied with, a second reminder shall be issued with a further grace period of 5 days, together with a warning of suspension of services after the third reminder and of debt enforcement proceedings in the event of continued non-payment. Upon issuing of the second reminder, the Customer shall, in addition to the statutory default interest that has accrued since the maturity date, owe a reminder fee of CHF 20 per reminder. If the second reminder period expires without payment, a third and final reminder shall be issued with a final grace period of 3 days and a renewed warning of suspension of services in the event of continued non-payment. The reminder fee for the third reminder shall be CHF 30. Should the third reminder period expire without payment, ewl shall be entitled to suspend its services, such as the supply of energy, with immediate effect in accordance with section 12.2 until all outstanding amounts have been paid. Section 12.3 shall apply correspondingly for the costs of suspension.

<sup>3</sup> If the Customer has still not made payment 3 days after expiry of the third grace period (third reminder), ewl may, after setting a final payment period of 10 days and threatening termination of the Contract upon expiry of that period, terminate the Contract with immediate effect for cause. In such cases, ewl shall be indemnified. The Customer shall, in particular, owe the agreed Basic Prices until the originally scheduled end of the Contract.



#### 9.4 Securities

ewl may at any time require securities for the remuneration of services (such as advance payments, bank guarantees, prepayment systems, etc.). The amount of any advance payments shall be determined individually on the basis of the Customer's consumption behaviour, generally assuming remuneration corresponding to a contract period of two to three months. The prepayment system enables the use of services on a prepayment basis; once the available credit has been exhausted, the service shall be automatically suspended. Advance payments may also be combined with instalment payments of outstanding claims arising from previous services provided by ewl. The costs for the introduction and discontinuation of the prepayment system shall be invoiced to the Customer.

#### 10. Ownership

##### 10.1 Ownership Structure

Unless otherwise provided for in the Contracts, the installations up to the contractually agreed ownership boundary at the network connection, as well as the metering equipment, auxiliary equipment and multiutility building entry systems, shall be the property of ewl.

##### 10.2 Rights of Use and Easements

<sup>1</sup> The Customer shall tolerate the construction, existence, operation and maintenance of ewl lines and installations on their parcel of land. ewl may also use a line located on the Customer's property to supply or connect other parcels. To facilitate this the Customer shall grant ewl all rights required for the provision of services to the Customer and to third parties, in particular rights of way, rights of access and rights to use space, on a permanent basis and free of charge.

<sup>2</sup> ewl may have these rights entered in the land register at its own expense. Upon first request by ewl, the Customer shall cooperate in all necessary steps to ensure that the corresponding easement agreements can be concluded and entered in the land register. The Customer shall also obtain any required consents from third parties. The Customer shall ensure that, in the event of construction or conversion works, the lines and installations and their accessibility are not impaired.

<sup>3</sup> ewl shall install the lines and installations in such a manner that the original use of the affected parcels of lands and buildings is impaired as little as possible. If the Customer subsequently carries out structural alterations that make relocation of the lines and installations necessary, they shall bear the resulting costs, unless otherwise agreed.

##### 10.3 Access

<sup>1</sup> The Customer shall grant ewl and its appointed third parties access to ewl installations and network connection lines and installations on the Customer's parcel of land or on the Customer's premises 365 days a year and 24 hours a day. This shall apply for the purposes of service provision, inspection, measurement, maintenance works, fault rectification, renewal, as well as recording and inspecting meter readings.

<sup>2</sup> The Customer must grant access according to the urgency of the situation, in the event of faults and emergencies at any time and, in other cases, after timely notice by ewl. ewl excludes any warranty and liability for damage resulting from or exacerbated by incidents and disruptions caused by failure to grant access.

<sup>3</sup> Where necessary and by mutual agreement, the Customer shall permit ewl to install a key tube (a type of key safe).

<sup>4</sup> If access is refused by the Customer, they shall bear all costs and efforts incurred by ewl as a result. In addition, ewl shall be entitled to suspend its services in accordance with section 12.2 until access is granted.

#### 11. Warranty and Liability

##### 11.1 Warranty

<sup>1</sup> ewl undertakes to ensure the highest possible availability and a high level of supply reliability within the scope of its existing infrastructure and the generally available energy sources and resources. ewl warrants that it shall provide its services with due care and in the agreed quality.

<sup>2</sup> The Customer acknowledges that malfunctions, performance fluctuations and service interruptions cannot be entirely excluded even with the utmost care and that uninterrupted, errorfree and faultfree supply and service cannot generally be guaranteed.

##### 11.2 Liability

<sup>1</sup> In the event of a breach of contract, ewl shall be liable for the proven damage, provided that it is at fault. Damage caused with intent or due to gross negligence shall be compensated by ewl without limitation. In the event of minor or average negligence, ewl shall be liable without limitation for personal injury and in cases of damage to property and other losses, up to an amount of CHF 50,000 per damaging event. ewl shall, on no account, be liable for indirect or consequential damages, loss of profit or other consequential losses.

<sup>2</sup> ewl shall also not be liable for direct or indirect damage suffered by the Customer as a result of pressure or voltage fluctuations.

<sup>3</sup> Mandatory statutory provisions shall remain unaffected.

##### 11.3 Special Warranty for Works Contract Services

<sup>1</sup> ewl shall provide services of a works contract nature (for example within the scope of construction of network connections or heating refurbishments) in accordance with the agreed specifications and the agreed quality.

<sup>2</sup> After delivery of a work, the Customer must inspect it immediately and thoroughly. Any defects shall be notified to ewl without delay, in detail and in an appropriate form (initial notice of defects).

<sup>3</sup> If no notice of defects is given within 30 days of delivery, the work shall be deemed to have been approved without reservation with respect to those defects that would have been identifiable upon thorough inspection. Defects that were not identifiable upon thorough inspection and are therefore only discovered at a later stage shall be notified without delay upon discovery, in detail and in an appropriate form (initial notice of defects).

<sup>4</sup> Upon receipt of the initial notice of defects, ewl shall have the right to remedy the defect within a reasonable period (first rectification period).

<sup>5</sup> If the defect still exists after expiry of the first rectification period, the Customer shall submit a further notice of defects (second notice of defects). The form and content of such a notice shall be governed by paragraph 2. ewl shall then have the right to remedy the defect within a further reasonable period (second rectification period).

<sup>6</sup> If the defect still exists after expiry of the second rectification period, the Customer may request a proportionate reduction of the remuneration.

<sup>7</sup> Other statutory warranty rights (such as rescission, premature termination of the contract pursuant to Article 366 paragraph 1 of the Swiss Code of Obligations, or transfer of performance of the work to third parties pursuant to Article 366 paragraph 2 of the Swiss Code of Obligations) shall be excluded to the extent permitted by law.

<sup>8</sup> Any claim for damages due to defects shall be governed by section 11.2.

## 12. Restriction or Suspension of Services

### 12.1 Principle

<sup>1</sup> ewl shall be entitled to restrict or suspend its services and supplies, such as energy, water and telecommunications services:

- a) in cases of force majeure, such as extraordinary incidents and (natural) events (for example the effects of ice, snow or drought);
- b) in the event of operational disruptions and overloading of lines and installations;
- c) in the event of operational interruptions, such as repairs, maintenance and expansion works, replacement of lines and installations of ewl or of the Customer (such as the Customer's meter), interruption of supply by upstream suppliers, delivery or production shortages, as well as accidents and hazards to persons, animals, property and the environment;
- d) where this is required to maintain general supply reliability;
- e) in the event of energy or water shortages, in the interest of maintaining general supply;
- f) as a result of measures ordered by the authorities;
- g) in the event of shutdowns permitted under the Contract;
- h) if public regulations, such as drinking water regulations, can no longer be complied with;
- i) if, due to defects identified during an installation inspection, installations do not comply with the technical requirements and such defects are not remedied.

<sup>2</sup> Foreseeable restrictions and interruptions shall be announced by ewl in good time. Urgent and unforeseeable cases cannot be announced. The supply of products for domestic purposes and for essential uses shall, as a matter of principle, take precedence over other supplies.

<sup>3</sup> In the event of supply interruptions, the Customer shall, on their own initiative, take all necessary and reasonable measures to prevent direct or indirect damage and accidents. The Customer shall, at their own responsibility, protect their infrastructure in such a way that no damage is incurred in the event of supply interruptions. ewl shall not be liable for any damage caused by supply interruptions.

### 12.2 Non-Performance of Contractual Obligations

<sup>1</sup> After setting a reasonable grace period in writing and issuing an appropriate warning, ewl shall be entitled to suspend services if the Customer:

- a) uses installations, apparatus, installations or equipment that do not comply with the applicable and agreed regulations or that otherwise endanger persons or property;
- b) prevents ewl from accessing installations or metering equipment (in particular pursuant to section 10.3);
- c) uses the ewl distribution network in an unlawful and/or non-contractual manner or obtains energy/water in an unlawful and/or non-contractual manner, or otherwise breaches its obligations under section 4.1;

- d) continues to fail to meet its payment obligations even after the third reminder (section 9.3 paragraph 2);
- e) fails, upon request by ewl, to provide adequate security for the remuneration owed, such as an advance payment or a deposit (section 9.4);
- f) fails to remedy impermissible adverse effects on the ewl distribution network caused by the Customer's installations, or if these installations do not comply with regulations and the Customer does not remedy the situation within a reasonable period (section 6.1 paragraph 1 and section 6.4 paragraph 2);
- g) seriously breaches material provisions of these GTC or other contractual provisions;
- h) in the other cases provided for in these GTC.

<sup>2</sup> Defective installations, equipment or devices that pose a risk to persons or property may be disconnected from the distribution network or sealed by ewl without prior notice or grace period and at the Customer's expense.

<sup>3</sup> Suspension of services on the grounds set out in paragraphs 1 and 2 shall not release the Customer from their payment obligations or from the performance of their other obligations towards ewl.

### 12.3 Cost Consequences

All costs incurred in connection with the restriction or suspension of services, such as for the disconnection and reconnection of the energy supply, shall be borne by the Customer.

## 13. Data Protection

<sup>1</sup> When processing personal data of the Customer and third parties, ewl shall comply with the applicable legislation. In particular

- a) ewl shall process personal data lawfully and only to the extent necessary for the performance of the Contract. Processing shall be carried out transparently and with due regard to the rights of data subjects. The detailed provisions are set out in ewl's privacy notices, the notice on data recipients and the country declaration (all available in their respective current versions on ewl's website);
- b) ewl shall protect personal data by means of appropriate technical and organisational measures;
- c) ewl shall treat personal data as confidential.

<sup>2</sup> ewl shall be entitled to disclose personal data to third parties insofar as this is necessary for the performance of the Contract. In particular, ewl shall be entitled to disclose personal data where a service is provided to the Customer jointly with a third party.

<sup>3</sup> By concluding a Contract for a product, the Customer confirms that the transfer and processing of personal data by the Customer using ewl's infrastructure is carried out in accordance with the applicable provisions on data processing that is carried out on behalf of a controller. If the Customer is subject to specific obligations in connection with the processing of personal data, they shall notify ewl of this prior to conclusion of the Contract so that any necessary special measures may be taken to ensure compliance with such obligations.

## 14. Intellectual Property

All rights, in particular intellectual property rights, to the services of ewl shall remain with ewl or the authorised third parties. For the duration of the Contract, the Customer shall be granted a non-transferable, non-exclusive right to use the services to the extent necessary for the performance of the Contract.

## 15. Assignment and Transfer of the Contract

- <sup>1</sup> The Customer may only assign or transfer a Contract with ewl, or any rights and obligations arising from such a contract to third parties with the prior written consent of ewl. Paragraph 2 shall remain reserved.
- <sup>2</sup> In the event of transfer of ownership of a property, the property owner shall be obliged to transfer existing Contracts with ewl to the new property owner and to ensure that the new property owner undertakes to transfer such Contracts to any future owners. The new property owner shall replace the previous property owner in all rights and obligations under the relevant Contracts with ewl. The previous property owner shall also be obliged to inform the new property owner of all contractual documents. The previous property owner shall remain jointly and severally liable to ewl for compliance with the Contracts for a period of two years if such Contracts have not been validly transferred to the new property owner.
- <sup>3</sup> ewl may itself assign or transfer the Contract or any rights and obligations arising from it to third parties without the Customer's consent.

## 16. Duration of the Customer Relationship

### 16.1 Term of the Contract and Ordinary Termination

- <sup>1</sup> Where the use of services is governed by a written contractual document (for example a product contract), the Contract shall enter into force upon signature by both parties. In the case of confirmed offers, the Contract shall enter into force on the date on which the signed offer or offer confirmation is received by ewl. In all other cases, a Contract shall enter into force upon the Customer's first use of services.
- <sup>2</sup> The commencement of supply and network use shall generally be specified in the written contractual document (usually as the "commencement of supply"). In the absence of such provision, supply shall commence as soon as all necessary installations and the network connection are in place and supply is technically possible.
- <sup>3</sup> A Contract for an ewl service shall be deemed to have been concluded for an indefinite period unless otherwise agreed in the Contract. Contracts concluded for an indefinite period may be terminated in writing by either party by giving three months' notice to the end of a calendar month.
- <sup>4</sup> Neither the non-use of supplies nor the non-use of equipment or parts of installations shall result in termination of the contractual relationship.

### 16.2 Extraordinary Termination

If continuation of the contractual relationship with the Customer becomes unreasonable for ewl for good cause, ewl may terminate the Contract with immediate effect. Good cause shall exist in particular in the event of a serious breach by the Customer of its contractual obligations, provided that the Customer has failed to remedy such a breach within a period of 30 days after being requested to do so.

## 17. Amendments to the Contract

### 17.1 Ordinary Amendments to the Contract

- <sup>1</sup> Amendments to Contracts and their constituent parts shall require the written form. This shall also apply in particular to this written form requirement itself. Paragraphs 2 to 4 below shall remain reserved.
- <sup>2</sup> ewl may amend these GTC, any special conditions, product and service terms or the Network Connection Rules at any time. ewl shall inform the Customer of such amendments and of the date on which they enter into force (the "amendment date") in advance and in an appropriate manner.
- <sup>3</sup> If amendments are disadvantageous to the Customer, they may object in writing within 30 days of the date on which the notification was dispatched. Otherwise, the amendments shall be deemed to have been accepted.
- <sup>4</sup> If the Customer objects to the amendments within the specified period, the parties shall attempt to reach an amicable solution within 30 days of the objection. If no such solution is reached, the Customer may terminate the Contract affected by the amendment in writing, giving 30 days' notice with effect from the amendment date. Otherwise, the amendments shall be deemed to have been accepted and shall enter into force in accordance with paragraph 2.

### 17.2 Extraordinary Amendments to the Contract

If the economic, technical or legal circumstances under which a Contract was concluded change materially and unforeseeably, adherence to the Contract may become unreasonable for one of the parties in good faith. In such cases, the contracting parties shall be entitled to request an adjustment of the Contract to reflect the changed circumstances.

## 18. Concluding Provisions

- <sup>1</sup> Should any provisions of the Contracts or of these GTC prove to be invalid, ineffective or impossible, this shall not affect the validity of the remaining provisions of the Contracts or of these GTC. In such cases, ewl and the Customer undertake to replace the invalid provision with a permissible and effective provision that comes as close as possible to the original contractual purpose (severability clause).
- <sup>2</sup> All Contracts between ewl and the Customer shall be governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (SR 0.221.211.1).
- <sup>3</sup> The place of jurisdiction for the judicial resolution of disputes between ewl and the Customer shall be the City of Lucerne. Mandatory places of jurisdiction shall remain reserved.

Version January 2026

**Only the German version of the General Terms and Conditions is legally binding.**