

## General Terms and Conditions of Purchase of Brugg Kabel AG, Brugg Kabel Manufacturing AG and Brugg Kabel Services AG

### 1. Scope

This cooperation agreement ('CA') applies to all legal transactions (offers, contract negotiations, contracts) concerning the purchase and delivery of items ('**delivery items**') between Brugg Kabel AG or Brugg Kabel Manufacturing AG or Brugg Kabel Services AG ('**BRUGG**') as buyer and their suppliers ('**suppliers**') as seller.

This CA is an integral part of the legal relationships between BRUGG and the supplier, in particular the purchase and supply contracts, unless otherwise expressly agreed. Provisions that deviate from this CA are only legally binding if they were expressly offered or accepted in writing by BRUGG.

Upon acceptance of an order from BRUGG, the supplier accepts that the sale and delivery of the delivery items are subject to this CA and expresses its agreement. Exceptions to this rule must be made in writing.

BRUGG can change this CA at any time. For new contracts, the version valid at the time of conclusion of the contract shall apply. For existing contracts, BRUGG shall inform the supplier in advance in a suitable form (e.g. by letter, e-mail, or on the invoice) of the amendment to the CA. The amended CA is deemed to be accepted if the supplier does not object within 30 days from the date of this notification by written notification to BRUGG; in the event of a contradiction, BRUGG has the right to terminate the contract without any costs or other consequences with a notice period of 30 days. If the supplier is to manufacture, package and/or deliver the delivery items, in whole or in part, to a third party (e.g. subsupplier, subcontractor, etc.), it must oblige the third party concerned to comply with this CA and, in particular, the provisions contained therein.

General terms and conditions of the supplier and other contractual documents are expressly excluded, unless BRUGG has expressly agreed to them in writing. This also applies if the supplier's general terms and conditions or other documents were part of an offer or an order confirmation of the supplier or disclosed to BRUGG in any other way.

### 2. Conclusion of contract/form

The supplier must confirm orders for delivery items within three working days, provided that such confirmation complies with the usual procedures or the applicable agreements.

Contracts between BRUGG and the supplier shall come into effect at the time when BRUGG grants its approval. The agreement is made by written order, written confirmation and/or signature of a written contract.

Statements in text form transmitted or recorded by electronic media (email, SMS or similar) shall be deemed to be written statements by the party concerned. The obligation to provide proof that corresponding declarations have been received by the recipient and retrieved by the recipient is the responsibility of the sender. Such declarations shall be deemed to have been received at the time of their retrieval.

### 3. Cancellation

BRUGG has the right to cancel orders between the time they are approved by BRUGG and the arrival of the total delivery of the delivery items at the place of performance (see clause 6) subject to reimbursement of all costs incurred by the supplier in connection with the respective order. However, the right to a refund shall only apply if the delivery items cannot be otherwise sold or used by the supplier. BRUGG shall only reimburse costs for which the supplier has corresponding receipts. Failure to comply with the provisions of clause 15 may result in termination of the agreement.

### 4. General obligations of the supplier

The supplier agrees to manufacture, pack and/or deliver the delivery items in accordance with the requirements and specifications provided by BRUGG. The supplier may only make technical changes to products/specifications with the written consent of BRUGG.

The supplier must deliver delivery items that are free from quality defects and suitable for the agreed purpose.

The supplier is required to comply with the legal regulations of Switzerland and the European Union within the scope of the fulfilment of the contract and pledges to do so.

### **5. Shipping/packaging**

All deliveries of delivery items shall be accompanied by a delivery note, which shall specifically include the order number, the number of items, the item numbers, a description, the delivery date, the ordering body/person and the sender.

BRUGG has the right to return the packaging material invoiced by the supplier to the supplier at the same price. The supplier shall bear the shipping costs for the return.

### **6. Delivery date/partial delivery**

Delivery dates are binding. Compliance with the delivery date shall be determined according to the date on which the delivery items arrive at the place of performance (see clause 7).

BRUGG reserves the right to store or return deliveries that arrive more than seven days before the agreed delivery date at the supplier's expense.

If the supplier fails to comply with the contractually agreed delivery date, BRUGG may, after granting a grace period of five working days and regardless of any fault on the part of the supplier, withdraw from the contract in whole or in part and claim compensation for damages, or maintain the contract and demand compensation in lieu of performance of the contract, whereby BRUGG's rights to the further performance of the contract and compensation for damages due to non-performance shall remain unaffected.

In the event of delayed delivery, BRUGG may, at its sole discretion, demand 1% of the agreed contract price excluding VAT for each week of delivery delay, but limited to a maximum of 10%.

If a fixed date has been agreed in the respective individual case, regardless of fault on the part of the supplier, BRUGG may withdraw from the contract in whole or in part, without a grace period, and demand compensation for damages or maintain the contract and demand compensation in lieu of performance of

the contract. However, regardless of fault on the part of the supplier, BRUGG shall have the right to insist on the performance of the respective contract and to demand compensation in the event of non-performance, provided that the supplier has been informed thereof in writing three days before expiry of the delivery period.

BRUGG reserves the right to postpone agreed delivery dates. Notification of a postponement of a delivery date must be made no later than seven days before the agreed delivery date. Should this occur, the supplier shall reserve the delivery planned for BRUGG for up to six months with no effect on the costs. The provisions regarding invoicing according to clause 10 shall remain applicable.

The supplier may not make partial deliveries without the express consent of BRUGG.

BRUGG shall not be required to accept the delivery without having granted consent.

The supplier shall bear any additional costs resulting from partial deliveries, in particular transport costs. Partial deliveries agreed in individual cases must be indicated as such on the delivery note the supplier.

If the supplier is temporarily unable to fulfil the contract due to force majeure – e.g. natural disasters, epidemics, strikes and other business interruptions without fault on the part either party, which lasts longer than three weeks – both parties may withdraw from the respective contract in whole or in part, without giving rise to claims for damages. For the supplier, however, this applies only under the condition that the supplier informs BRUGG in writing within one week of the occurrence of the case of force majeure about the reasons for the delay in delivery and its expected duration.

### **7. Place of performance, transfer of use and risks**

The delivery items shall be delivered exclusively to the delivery address specified in the order ('place of performance') and is subject to the terms of delivery stated therein.

The transfer of use and risk does not occur until the delivery items are handed over to BRUGG at the place of performance.

## 8. Proof of origin

For cross-border transactions, the supplier must enclose the valid proof of origin (movement certificate, origin declaration on the invoice, EUR1, etc.) with the delivery items, which is required for preferential customs clearance in the country of destination. For items purchased in Switzerland and delivered there, the supplier shall also provide a supplier declaration as proof of origin. The supplier shall bear any costs incurred in this regard.

The supplier shall be responsible for the correctness and completeness of the information contained in any proof of origin. Regardless of fault, the supplier shall reimburse BRUGG and BRUGG's customers for all losses (including, but not limited to, all duties, fees and other additional costs) incurred by BRUGG because the preferential origin is not recognised by the competent authorities in the country of destination due to a lack of or false proof.

## 9. Prices

The contractually agreed prices are fixed prices plus VAT and include all costs incurred by the supplier in connection with the delivery. Specifically, these include the costs for transport, insurance and packaging as well as taxes, customs duties and costs relating to the import of the delivery items into the country of destination and/or the delivery of the delivery items.

BRUGG shall bear only those costs which are expressly indicated in the order payable by BRUGG.

Unless otherwise specified in the order, the 'Delivered Duty Paid' (DDP) price shall apply to BRUGG in accordance with Incoterms 2010.

## 10. Invoicing/terms of payment/set-off

The invoice must include the order number and the date on which the items to be delivered were shipped. It must be sent separately to BRUGG without delay after dispatch of the delivery items.

Unless otherwise expressly agreed, the agreed price is due for payment within 90

days of proper delivery to the place of performance and receipt of the invoice. Compliance with the payment period shall be determined according to the date on which BRUGG gives the payment instruction. Any deviating provisions must be laid down in Annex A, 'Prices and Conditions'.

The payment of the invoice shall not be understood as confirmation of the absence of defects or completeness of the delivery.

The supplier may only set off counterclaims that are undisputed or legally binding. The supplier has no rights of lien or other retention rights.

In the event of defective delivery, BRUGG may retain payment until the contract has been correctly fulfilled.

## 11. Warranty

In the event of defective delivery, BRUGG may demand supplementary performance (correction of defects or replacement delivery), regardless of any additional rights and regardless of fault on the part of the supplier.

A supplementary performance shall be deemed to have failed after one unsuccessful attempt. After supplementary performance has failed, BRUGG may either demand a discount or withdraw from the respective contract, regardless of fault on the part of the supplier. If damage has arisen as a result of the defect, BRUGG shall have the right to claim damages in any case, regardless of fault on the part of the supplier.

Claims due to defective deliveries may be asserted for up to five years from the date of delivery of the delivery items to the place of performance ('**warranty period**'). This period shall not apply if the defects have been fraudulently concealed.

BRUGG may claim defects in the delivery items for the entire duration of the warranty period. There is no obligation to immediately inspect and report defects.

All other legal and contractual rights of BRUGG are reserved.

## 12. Other marketing of goods/indemnification/product liability

The supplier may not otherwise market the delivery items ordered by BRUGG, which either have not been delivered by the supplier or have not been accepted by BRUGG, unless BRUGG has given its express written consent, if these delivery items bear the company name 'BRUGG', company slogans or brand names or were intended to be delivered specifically and exclusively to BRUGG. This also applies to any production surpluses.

In the event of any breach of the foregoing obligation – whereby it is stipulated that several violations cannot be combined into a single incident – the supplier shall pay BRUGG a contractual penalty in the amount of the three times agreed price of the delivery items – in any case, however, at least EUR 100,000. Without prejudice to the foregoing, BRUGG shall have the right to assert further claims for damages regardless of fault on the part of the supplier.

The supplier agrees, regardless of fault, to indemnify BRUGG against any damages claims asserted by third parties against BRUGG, e.g. due to non-compliance with statutory or other generally binding rules, if the cause falls within the influence and organisational responsibility of the supplier. Furthermore, the supplier shall release BRUGG from all costs, including expenses incurred as a result of recalls and legal proceedings, regardless of fault. In other respects, the legal provisions shall apply. The supplier agrees to take out and maintain product liability insurance with adequate minimum coverage. BRUGG may require the supplier to provide proof of such insurance.

## 13. Right of use/third-party rights

Insofar as intellectual property rights, in particular copyrights and other intellectual property rights, arise or are acquired by the supplier with respect to the delivery items that are manufactured, packaged and/or delivered to BRUGG by the supplier specifically and exclusively for BRUGG, all rights to the use and exercise of the relevant intellectual property rights shall be transferred irrevocably, immediately and exclusively to BRUGG,

without any limitations with respect to content, location and time.

The supplier shall manufacture, package and/or deliver the delivery items free of third party rights, in particular, free of copyright and other intellectual property rights of third parties, which hinder and/or exclude the fulfilment of the contractually agreed purpose. In this respect, the supplier shall indemnify BRUGG against all claims asserted by third parties, including the costs of proceedings, arising from infringement of intellectual property rights by BRUGG through the use of the delivery items manufactured, packaged and/or delivered by the supplier.

## 14. Confidentiality/references

The supplier agrees to treat as business secrets, and therefore as completely confidential, all legal relationships between BRUGG and the supplier, all commercial and technical details within their context, all findings resulting from the cooperation with BRUGG ('**information**') and all information provided to the supplier in physical form by BRUGG, such as technical documents, drawings, plans and other materials ('**documents**'). Specifically, no documents may be copied. All documents and all items provided for loan must be returned by the supplier immediately upon request by BRUGG, which can be made at any time. In any case, they must be returned without request at the latest at the end of the legal relationship. The supplier is not entitled to retain the information or objects provided for loan.

Advertising under BRUGG's names and/or trademarks or other reference details is only permitted with the prior written consent of BRUGG.

The supplier agrees to conclude agreements with its own employees and representatives (e.g. subsuppliers, subcontractors, etc.) within the meaning of this clause 14 or to subject them to corresponding obligations. The supplier shall be liable for any breach committed by its employees or agents of the obligations set forth in this clause 14.

## 15. Data protection

The supplier shall comply with the relevant provisions of the EU General Data Protection Regulation (GDPR) as the controller or processor in the context of legal relationships with BRUGG.

The supplier shall collect, process, disclose and provide personal data exclusively for the purpose of fulfilling the contractual relationships with BRUGG and to store them only for the purpose of fulfilling the statutory retention obligations. Processing of the data for own purposes or for the purposes of third parties is not permitted. The transfer of personal data to third parties requires the prior written consent of BRUGG.

If the supplier processes personal data of BRUGG within the scope of an order, the supplier shall conclude a corresponding contract with BRUGG in accordance with Article 28 GDPR.

The supplier shall ensure the technical and organisational measures required to maintain the confidentiality [etc.] of the personal data in accordance with the GDPR. The supplier shall use only persons who are trained in data protection and who are obliged during and after the end of their activities [by concluding a confidentiality agreement] not to collect, process or use personal data without authorisation.

On request, the supplier must provide BRUGG with all required information regarding data protection and, if necessary, provide proof of a data protection concept.

## 16. Social responsibility, environmental protection, anti-corruption

The supplier shall comply with the relevant statutory regulations regarding the treatment of employees, environmental protection and occupational health and safety, and shall work to reduce the negative effects of its activities on people and the environment. To achieve this, the supplier shall set up and develop a management system according to ISO 14001 wherever possible. Furthermore, the supplier shall observe the principles of the UN 'Global Compact' initiative (<http://www.unglobalcompact.org>) and the international labour standards of the ILO (<http://www.ilo.org>).

These relate in particular to the protection of human rights worldwide, the right to collective bargaining, the abolition of child and forced labour, the elimination of discrimination in respect of employment and occupation, the responsible treatment of the environment and the fight against corruption.

Specifically, the supplier must ensure, on behalf of its company, that the delivery items are or have been produced or processed without exploitative child labour within the meaning of ILO Convention No. 182 and without breach of obligations arising from the implementation of this Convention or other applicable national or international provisions aimed at eliminating exploitative child labour. In addition, the supplier shall ensure that its company, its suppliers and their subcontractors have actively taken effective measures to exclude exploitative child labour within the meaning of ILO Convention No. 182 in the manufacture or processing of the delivery items. The supplier must subject its sub-suppliers and their subcontractors to the appropriate obligations and implement the appropriate measures to monitor their compliance. BRUGG shall have the right to review the content of the corresponding agreements. The supplier must provide proof of the measures it has taken at the request of BRUGG.

The supplier may not use conflict raw materials for the production of their delivery items. Conflict raw materials include, for example, columbite-tantalite (coltan), cassiterite (tin ore), gold, wolframite and its derivatives from the Democratic Republic of Congo and its neighbouring states, as explained in more detail in Section 1502 (e)(1) and (e)(4) of the Dodd-Frank Act (USA). The supplier shall take and implement the appropriate measures to prevent the procurement and use of conflict raw materials. If the supplier uses columbite-tantalite (coltan), cassiterite (tin ore), gold, wolframite or their derivatives for the production of the delivery items, it must prove to BRUGG on an annual basis that it has not violated the prohibition of the use of conflict raw materials.

BRUGG has agreed to refrain from extortion, bribery or other unlawful, unethical or fraudulent activities in any business relationship.

The supplier agrees to comply with all applicable laws and regulations, in particular the US Foreign Corrupt Practices Act.

The supplier agrees not to offer, promise, authorise, grant, demand or accept any gifts, loans, commissions, compensation or other benefits in connection with any business relationship with BRUGG, which are intended to entice any person to engage in dishonest or unlawful acts or breaches of contract in order to obtain, retain or secure an order or to gain an unfair advantage. Illegal payments within the meaning of this provision therefore also include payments of any amount that are offered, promised or authorised in order to accelerate administrative procedures. The supplier shall implement appropriate procedures for its employees to ensure that they comply with all applicable anti-corruption laws and this provision.

#### **17. Severability**

If any provision of this CA is deemed invalid or ineffective by a competent arbitration court, ordinary court or competent authority, this shall not affect the validity of the remaining provisions or of the CA as a whole. The parties shall endeavour to replace the invalid provision with a valid provision as close as possible to the legal and economic purpose of the invalid provision.

#### **18. Applicable law and place of jurisdiction**

All legal relationships between the supplier and BRUGG are subject to Swiss substantive law. The Vienna Convention on the International Sale of Goods is not applicable. The exclusive place of jurisdiction is the place of the registered office of BRUGG. BRUGG may, however, also appeal to the court at the place of the supplier's registered office.

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