

## General Terms and Conditions of Sale and Delivery

### 1. Scope and basic principles

#### 1.1. Scope of the General Terms and Conditions of Sale and Delivery

These 'General Terms and Conditions of Sale and Delivery' ('**GTC**') shall apply to all legal relationships (offers, contract negotiations, contracts) between Brugg Kabel AG ('**BRUGG KABEL**') and contractors as their customers ('**CUSTOMERS**') regarding (i) the sale and delivery of products or works ('**DELIVERY ITEMS**') and (ii) the provision of services ('**SERVICES**') by BRUGG KABEL to the CUSTOMERS.

These General Terms and Conditions form an integral part of the legal relationships and, in particular, contracts existing between BRUGG KABEL and the CUSTOMER, unless otherwise explicitly agreed. Provisions deviating from these General Terms and Conditions shall only become legally binding if they are expressly offered by BRUGG KABEL or accepted by BRUGG KABEL expressly and in writing.

By commissioning BRUGG KABEL, the customer confirms, accepts and agrees that the sale and delivery of DELIVERY ITEMS and the provision of SERVICES are regulated by these General Terms and Conditions. BRUGG KABEL reserves the right to amend these General Terms and Conditions at any time. Amendments shall apply from the date of notification to the CUSTOMER for all legal relationships between BRUGG KABEL and the CUSTOMER that are subsequently established.

Subject to the explicit written consent of BRUGG KABEL, the General Terms and Conditions and other contractual documents of the CUSTOMER are explicitly omitted and excluded. This also applies if General Terms and Conditions or other documents of the CUSTOMER have been integrated into an order or 'order confirmation' of the customer or have otherwise been communicated to BRUGG KABEL.

#### 1.2. Offers and conclusion of contracts

All offers, price lists, product descriptions, brochures, plans and similar materials from BRUGG KABEL are non-binding and can be changed or revoked at any time, unless otherwise explicitly stated in the respective document.

As far as the offers of BRUGG KABEL are non-binding, a contract with BRUGG KABEL shall only come into effect on the date of approval by BRUGG KABEL. Approval is given by written confirmation of order (declaration of acceptance), signature of a written contract or by execution of the order by BRUGG KABEL. Orders and 'acceptance declarations' of the CUSTOMER are considered as mere offers at the conclusion of the contract.

The order confirmations of BRUGG KABEL contain a detailed description of the DELIVERY ITEMS and/or the SERVICES. BRUGG KABEL shall be notified in writing of any changes or discrepancies within two days of receiving the order confirmation. If no order confirmation is issued, the description is provided in the offer of BRUGG KABEL and/or in the written contract signed by BRUGG KABEL.

#### 1.3. Form

Statements in text form that are transmitted or recorded by electronic media (email, SMS, etc.) are considered written declarations by a party. The proof that 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 by the recipient at the time of retrieval.

#### 1.4. Descriptions of DELIVERY ITEMS, SERVICES, brochures, plans and similar documents

All descriptions of DELIVERY ITEMS and SERVICES and information contained in brochures, plans and similar documents are subject to technical changes and improvements (measured values, weights, etc.). In principle, the information only reflects the contractual quality of the DELIVERY ITEMS and SERVICES, if this is expressly stated.

## 2. DELIVERY ITEMS

### 2.1. Order, object and scope

BRUGG KABEL can accept orders directly from the CUSTOMER or from a third party authorised by the CUSTOMER orally or in writing, e.g. a builder ('**THIRD PARTY**'). Orders placed by a THIRD PARTY shall be deemed to be orders placed in the name and for the account of the CUSTOMER. In the event that the orders are accepted by BRUGG KABEL and irrespective of the legal relationship between the CUSTOMER and the THIRD PARTY, BRUGG KABEL and the CUSTOMER alone shall be entitled and required to fulfil them.

Items not stored by BRUGG KABEL or special products (extra lengths, etc.) or other DELIVERY ITEMS produced to measure or according to other customer specifications ('**SPECIAL PRODUCTS**') must always be ordered in writing. The customer must accept the ordered quantity in full.

The object and scope of the DELIVERY ITEMS arise from the order confirmation of BRUGG KABEL. In all other respects, section 1.2 para. 3 of these General Terms and Conditions shall apply. Delivery items (i.e. cables), which are ordered in predefined lengths on a project-specific basis, are supplied by BRUGG KABEL in the ordered length at minimum.

For an order by a THIRD PARTY, the THIRD PARTY shall receive a written order confirmation from BRUGG KABEL at its request and on behalf of the CUSTOMER with the designation of the ordered DELIVERY ITEMS. Furthermore, the legal relationship between the CUSTOMER and the THIRD PARTY shall be governed by the terms agreed between the CUSTOMER and the THIRD PARTY. In particular, the prices listed in the order confirmation are only suggested retail prices. The CUSTOMER may define the pricing for its customers at its entire discretion.

Subsequent changes to the orders by the CUSTOMER, if possible, can only be made at the expense of the CUSTOMER.

### 2.2. Packaging, provision or delivery and unloading of DELIVERY ITEMS

The provision or delivery of the DELIVERY ITEMS ('**DELIVERY**') shall be carried out in accordance with the packaging units specified in the offer or the price lists. Special packaging shall BE INVOICED TO THE CUSTOMER in addition.

For cable orders of entire production or storage lengths, the DELIVERY and invoiced quantity can deviate higher or lower by up to 5% from the ordered quantity and occur in partial lengths. If the CUSTOMER considers this to be unreasonable with regard to the intended use, it is the customer's responsibility to inform BRUGG KABEL thereof in writing when ordering.

DELIVERIES within Switzerland shall be made 'Carriage Paid To' (CPT) in accordance with Incoterms 2010 to the destination in Switzerland ('**destination**') agreed between BRUGG KABEL and the CUSTOMER. The transfer of use and risk to the CUSTOMER shall occur when the DELIVERY ITEMS are delivered at the DESTINATION.

DELIVERIES abroad are made 'Free Carrier' (FCA) Brugg, in accordance with Incoterms 2010. The transfer of benefit and risk to the CUSTOMER occurs when the DELIVERY ITEMS are delivered to the carrier.

The CUSTOMER shall inform BRUGG KABEL of any special requirements regarding transport and insurance within 14 days of receiving the order confirmation. All additional costs due to subsequent inquiries and/or changes shall be entirely at the expense of the CUSTOMER.

Any transport damage and missing quantities must be noted in writing by the CUSTOMER on the delivery note and confirmed in writing by the carrier on the delivery note. For DELIVERIES by post or train, a statement of facts must be requested from the competent post office or railway station on the day of delivery. In case of non-compliance with this policy, BRUGG KABEL reserves the right to waive the obligation to pay compensation.

If the DELIVERY is delayed or made impossible for reasons beyond the control of BRUGG KABEL, such as refusal of acceptance of the DELIVERY ITEMS, failure to collect or delayed collection of the delivery items by the carrier in

the case of export, postponements, etc., the DELIVERY ITEMS shall be invoiced (0.4% of the value of the goods per week after a waiting period of 30 days) and stored at the risk of the CUSTOMER.

Interim storage of the DELIVERY ITEMS and delivery on demand are only possible to a limited extent and must be requested from BRUGG KABEL in advance and on a case-by-case basis. The CUSTOMER shall bear any additional costs in full.

The unloading of THE DELIVERY ITEMS is generally the task and the responsibility of the CUSTOMER.

The CUSTOMER can commission BRUGG KABEL with the unloading of the DELIVERY ITEMS ('UNLOADING'). The CUSTOMER will be charged in addition for the UNLOADING of the DELIVERY ITEMS. If the UNLOADING at the DESTINATION is assigned by the CUSTOMER or a THIRD PARTY directly to the carrier or other third parties authorised by BRUGG KABEL ('AUXILIARY OF BRUGG KABEL'), this is deemed to be authorised by the CUSTOMER. The instructions of the AUXILIARY OF BRUGG KABEL must be followed. BRUGG KABEL is not liable for any damages caused by failure to observe the instructions of the AUXILIARY OF BRUGG KABEL.

The AUXILIARY PERSONNEL OF BRUGG KABEL have been instructed not to transfer DELIVERY ITEMS to the customer's warehouse by hand or unload them by hand with customer's own handling equipment. If the CUSTOMER orders the AUXILIARY OF BRUGG KABEL to carry out such work directly, BRUGG KABEL shall not assume any liability.

BRUGG KABEL assumes no liability for damage to persons or objects caused by UNLOADING. This also applies expressly to cases in which the handling devices are provided by BRUGG KABEL or the AUXILIARY PERSONNEL OF BRUGG KABEL.

For DELIVERIES deposited at the agreed time of delivery in the absence of the CUSTOMER at the DESTINATION, BRUGG KABEL shall not be liable for damages and losses of the DELIVERY ITEMS. The CUSTOMER shall accept the DELIVERY ITEMS as received without signing the delivery notes and/or freight documents.

For self-collection of the DELIVERY ITEMS from BRUGG KABEL's warehouse, the loading is the responsibility of the CUSTOMER. If the CUSTOMER or THIRD PARTY would like BRUGG KABEL to perform the loading, BRUGG KABEL shall not be liable for any resulting damage. The CUSTOMER is responsible for the operational safety of the vehicle, specifically for the securing of the load, compliance with the authorised payload and compliance with the occupational safety regulations of BRUGG KABEL by its employees or representatives on the premises of BRUGG KABEL.

### 2.3. Handling of rollers

Steel rollers (including belts and planks) and plastic rollers ('ROLLERS') remain the property of BRUGG KABEL and are only provided to the CUSTOMER on loan. The ROLLERS must be returned to BRUGG KABEL immediately after emptying, but at the latest within 6 months receiving the ROLLERS, in good condition and at the CUSTOMER's expense.

BRUGG KABEL reserves the right to charge the CUSTOMER for ROLLERS that are not returned within 6 months or are returned in damaged condition at the purchase price. Unreturned rollers remain the property of BRUGG KABEL until the purchase price has been paid in full. BRUGG KABEL excludes all warranty for such ROLLERS.

Subject to the written approval of BRUGG KABEL, ROLLERS can also be returned after 6 months, but at the latest within 3 years after receipt of the ROLLERS. If the ROLLERS are in good condition, BRUGG KABEL will reimburse 75% of the invoiced purchase price.

The CUSTOMER will be charged for disposable rollers. BRUGG KABEL does not accept returns of disposable rollers.

For rollers owned by Kabeltrommel-Gesellschaft GmbH & Co. KG ('KTG') in Cologne (Germany), the General Terms and Conditions of KTG shall apply.

### 2.4. Warranty

BRUGG KABEL inspects the DELIVERY ITEMS prior to dispatch in accordance with normal business practices. Additional inspections shall be carried out if agreed and shall be invoiced to the CUSTOMER in addition.

BRUGG KABEL guarantees the CUSTOMER that the DELIVERY ITEMS at the time of dispatch do not show any substantial defects in the processing or in the material that impair the proper use of the DELIVERY ITEM. Any additional material warranty and any warranty of title are expressly excluded, unless explicitly agreed in the order confirmation and/or the contract.

The CUSTOMER shall immediately inspect the DELIVERY ITEMS upon arrival at the agreed DESTINATION and notify BRUGG KABEL in writing of any complaints within 20 days (as determined by the date of the postmark). Hidden defects discovered later must be reported to BRUGG KABEL within 7 days of discovery. If the CUSTOMER fails to notify or if the DELIVERY ITEMS are processed without inspection, the DELIVERY ITEMS shall be deemed to be accepted.

If the CUSTOMER or THIRD PARTY processes the delivery items that are the subject of a complaint without the written consent of BRUGG KABEL, the warranty shall no longer apply.

Once defects have been claimed, BRUGG KABEL may then either examine the affected DELIVERY ITEM on site or request that the DELIVERY ITEM be returned to BRUGG KABEL. BRUGG KABEL will review the warranty claim and inform the CUSTOMER whether or not the asserted claim is covered by the warranty. The CUSTOMER must keep the DELIVERY ITEM in storage until the final clarification of the complaint.

Should there be a case for warranty, BRUGG KABEL shall either remedy any defects on the DELIVERY ITEM free of charge or replace them in whole or in part at its own discretion. A right to withdraw from the contract (rescission), to a reduction of the purchase price (reduction) or to a replacement is excluded.

Should there be no valid case for warranty, the CUSTOMER shall bear all costs incurred by BRUGG KABEL arising from the assertion of the claim not covered by the warranty. This includes, in particular, transport, assembly and labour costs. The invoicing shall be carried out in the same way as the invoicing for SERVICES according to section 4 of these General Terms and Conditions.

BRUGG KABEL does not assume any liability if the CUSTOMER or THIRD PARTY makes changes or repairs to the affected DELIVERY ITEM without the written consent of BRUGG KABEL or if the item is handled improperly.

Warranty claims are subject to an explicit other regulation after the expiry of a period of two years after DELIVERY of the respective DELIVERY ITEM. For DELIVERY ITEMS replaced or repaired by BRUGG KABEL, the two-year period shall apply as from the delivery of the original DELIVERY ITEM.

If BRUGG KABEL cooperates in any way in the determination of defects or the rectification thereof, this shall take place without any prejudice to the existence and scope of the warranty.

### 2.5. Liability and disclaimer

Liability is based on the applicable statutory provisions. However, BRUGG KABEL shall not be liable in any case for (i) slight negligence, (ii) indirect damages and consequential losses and lost profits, (iii) unrealised savings, (iv) damages from delayed DELIVERY or SERVICE, and (v) any acts and omissions of AUXILIARY PERSONNEL OF BRUGG KABEL, whether contractual or non-contractual.

In addition, BRUGG KABEL shall not be liable for damage arising from any of the following causes:

- faulty transport and/or storage;
- faulty assembly, such as assembly not in accordance with the assembly or installation instructions, or (in the absence of instructions/directions) not in accordance with the rules of proper craftsmanship, or installation outside the recommended assembly environment;
- improper, non-conforming or illegal use of the DELIVERY ITEM and use of the delivery item outside the given purpose;
- failure to maintain and/or improper modification or repair of the DELIVERY ITEM by the CUSTOMER or a THIRD PARTY;

- not taking into account local and geographical conditions;
- events of force majeure such as, in particular, natural events, ice, snow, fire, strikes, war, terrorist attacks and official orders.
- violation of the obligations as a customer according to section 6 of these General Terms and Conditions.

## 2.6. Third-party products

For the delivery of products manufactured or delivered by third parties, BRUGG KABEL only assumes the role of mediation and/or procurement for the CUSTOMER. The CUSTOMER shall direct any claims, e.g. from manufacturer's guarantees of the respective third party, against this third party. For this purpose, BRUGG KABEL shall also assign to the CUSTOMER any warranty claims and other claims to which BRUGG KABEL may be entitled against the respective third party, if the CUSTOMER so requests. Any warranty and other liability of BRUGG KABEL for products of third parties is excluded. This applies in particular to liability for the possible removal and reinstallation of third-party products.

## 2.7. Returns

Returns of DELIVERY ITEMS are generally not accepted. In exceptional cases and only for standard parts according to the catalogue, complete, undamaged, dry and clean DELIVERY ITEMS in their original packaging can be returned.

The invoiced value of the goods is refunded to the CUSTOMER minus 25-75%, along with any transport, handling, cleaning and disposal costs.

Non-refundable delivery items can be returned to BRUGG KABEL for disposal, completely at the expense of the CUSTOMER.

All returns are subject to the written consent of BRUGG KABEL without exception.

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## 3. SERVICES

### 3.1. Object and scope

The object and scope of the SERVICES are listed in the relevant contract.

BRUGG KABEL provides specific SERVICES for cable laying and/or installation work ('INSTALLATION WORK'), along with consulting and assistance in the process of analysing, planning and optimising the operational use of BRUGG KABEL products and the monitoring and/or execution of INSTALLATION WORK.

The separate General Terms and Conditions for installation, monitoring and commissioning by BRUGG KABEL shall additionally apply to INSTALLATION WORK.

### 3.2. Provision

The CUSTOMER shall immediately inspect the SERVICES after provision ('PROVISION OF SERVICES') and notify BRUGG KABEL in writing of any complaints within 20 days (as determined by the date of the postmark). If the CUSTOMER fails to notify, the SERVICES are deemed to be accepted.

### 3.3. Liability or warranty for results

Subject to an explicit agreement to the contrary, BRUGG KABEL shall only be liable to the CUSTOMER for the careful performance of THE SERVICES, i.e. shall not be liable for the results of the SERVICES.

The SERVICES of BRUGG KABEL are based on documents provided by the CUSTOMER or THIRD PARTIES. The CUSTOMER is responsible for the timeliness, completeness and correctness of the documents. BRUGG KABEL assumes no liability for faulty documents or designs. Furthermore, with respect to liability, reference is made to section 2.4 of these General Terms and Conditions.

If liability for results has been expressly agreed by BRUGG KABEL, section 2.5 of these General Terms and Conditions shall apply analogously.

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## 4. Prices, invoicing and remuneration

Prices are based on the respective offers, price lists, etc. at the time of the order.

Unless expressly agreed otherwise, SERVICES provided by BRUGG KABEL shall be remunerated on a time basis. Expenses and material costs will be invoiced additionally. If the underlying situation changes significantly during the term of the contract or if additional DELIVERY ITEMS or additional SERVICES are to be provided by BRUGG KABEL, BRUGG KABEL can itself adapt fixed remuneration amounts.

All prices and remuneration for DELIVERIES and SERVICES within Switzerland are net, in Swiss francs, plus the applicable statutory value added tax. Insofar as no other provisions are contained in the respective offers, price lists, etc., the prices for DELIVERIES within Switzerland are understood as Carriage Paid To (CPT) to the indicated DESTINATION according to Incoterms 2010

All prices and remuneration for DELIVERIES and SERVICES abroad are net, in Swiss francs, plus the applicable statutory consumption tax, value added tax, goods and services tax (GST) or comparable tax in the country of destination ('CONSUMPTION TAXES'), if these consumption taxes are not transferred to the CUSTOMER by 'reverse charge' in the country of destination. For DELIVERIES abroad, the prices are Free Carrier (FCA) Brugg. In addition, the CUSTOMER shall therefore bear in particular all costs for transport, insurance and packaging as well as taxes, customs duties, fees and other charges in connection with the import of the DELIVERY ITEMS in the country of destination.

Invoicing shall be carried out at the discretion of BRUGG KABEL in advance or after DELIVERY or provision of SERVICE.

Invoices from BRUGG KABEL shall be paid no later than 30 days from the date of the invoice. Deductions from invoice amounts may not be made unless otherwise expressly agreed. Settlement with counterclaims is not permitted. Unjustified discounts will be invoiced.

When exporting DELIVERY ITEMS, BRUGG KABEL reserves the right to demand a credit note prepared by a first-class Swiss bank or 'Cash Against Documents' (CAD) in accordance with Incoterms 2010.

A discount is only permitted if expressly stated on the invoice and the invoice is paid within the specified period. Compliance with the deadline shall be determined according to the date on which payment is received by BRUGG KABEL.

The due date is also the expiry date. If invoices are not settled within the 30-day payment period, a default interest rate of 6% per year as of the due date and payment of reminder fees is due without further notice. BRUGG KABEL reserves the right to assert claims for further damages caused by delay and to withdraw from the contract and demand the return of the DELIVERY ITEMS according to Art. 214 para. 3 of the Swiss Code of Obligations and to assert of further claims for damages. Should the CUSTOMER be in default of payment, BRUGG KABEL shall have the right to engage a third party for collection at the CUSTOMER'S expense.

Any complaints concerning invoices must be made in writing within 10 days of receipt of the invoice, otherwise invoices are deemed to be accepted. The payments must also be made on time if insignificant parts of a DELIVERY ITEM and/or the SERVICE are missing or rework is required, which does not make it impossible to use the DELIVERY ITEM.

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## 5. Delivery periods and deadlines

BRUGG KABEL always endeavours to comply with agreed delivery periods and deadlines. However, BRUGG KABEL cannot assume any liability for compliance with delivery periods and deadlines. In particular, deadlines can be postponed due to delays caused by the CUSTOMER and/or third parties, such as delayed planning and/or structural and/or other approvals or the delayed signing of time-sensitive supplements or changes proposed by the CUSTOMER to the DELIVERY ITEM or SERVICE or the scope of the DELIVERY ITEM or SERVICE, missing letters of credit and/or import documents, or due to lack or insufficient overall preparation or assistance from THE CUSTOMER or third parties, or due to new findings or cases of force majeure for which BRUGG KABEL is not responsible.

BRUGG KABEL shall charge a surcharge ('EXPRESS SURCHARGE') for express deliveries (deliveries of stock items within 24 hours or CUSTOM PRODUCTS within 72 hours) or explicitly requested fixed delivery dates. In addition, if agreed delivery periods are shortened due to changes requested by the CUSTOMER, BRUGG KABEL reserves the right to charge an express surcharge.



For DELIVERIES abroad, the delivery date shall be the handover of the DELIVERY ITEMS to the carrier in Brugg; for deliveries within Switzerland the delivery date shall be the delivery date at the destination.

Any delay in the fulfilment of any of BRUGG KABEL MANUFACTURING AG's duties or obligations to the customer with respect to the delivery items or services of BRUGG KABEL MANUFACTURING AG to the customer caused by an event beyond the reasonable control of BRUGG KABEL MANUFACTURING AG shall not constitute a violation of the legal relationship between BRUGG KABEL MANUFACTURING AG and the customer, and the time required for performance shall be extended by the duration of the delay.

Such events include, but are not limited to, force majeure; acts of terrorism; riots; epidemics and/or pandemics, in particular (i) specific state measures taken in Switzerland or in the country of destination with regard to such epidemics and/or pandemics, and (ii) epidemics and/or pandemics in connection with COVID-19 and state measures taken in Switzerland or in the country of destination in this context; embargoes; labour disputes, including strikes, lockouts, industrial action or boycotts; fires; explosions; earthquakes; floods; material or energy shortages; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of BRUGG KABEL MANUFACTURING AG. BRUGG KABEL MANUFACTURING AG will immediately inform the customer of such a cause and take all reasonable steps to remedy the effects of such a cause as quickly as possible.

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## 6. Obligations of the CUSTOMER

### 6.1 Provision of information

The CUSTOMER agrees to all carry out all necessary tasks in preparation and support of the DELIVERY ITEMS and/or SERVICES correctly and in a timely manner (such as obtaining any required official authorisations). Specifically, the CUSTOMER must provide the information and material means required for the DELIVERY ITEMS and SERVICES when placing the order and must notify BRUGG KABEL in writing of any special official and other regulations and guidelines and special features that must be taken into account for the proper fulfilment of the contract by BRUGG KABEL.

### 6.2 Compliance with instructions

The CUSTOMER must follow all instructions, assembly and processing instructions of BRUGG KABEL and/or of the AUXILIARY PERSONNEL OF BRUGG KABEL and/or according to packaging, brochures and technical instructions concerning the DELIVERY ITEMS and SERVICES.

### 6.3 Handling of hazardous goods

The CUSTOMER must observe the applicable statutory regulations and the hazard data sheets of BRUGG KABEL when transporting and storing hazardous goods and when handling such goods.

### 6.4 Confidentiality

The CUSTOMER shall take any necessary steps to maintain the secrecy of all confidential information of which the CUSTOMER and/or any THIRD PARTY becomes aware in connection with the SERVICES of BRUGG KABEL for an unlimited period of time. Any information that is not generally known and whose secrecy BRUGG KABEL may have an interest in protecting is considered confidential.

The CUSTOMER shall refrain from any attempt to recruit BRUGG KABEL employees for itself or any other company.

### 6.5 Anti-corruption

The customer shall comply with all applicable anti-bribery regulations. The customer shall pledge, warrant and agree to refrain from paying, offering, giving or promising, directly or indirectly, any money or other items of value to (i) a government official or official or employee of a government or department or agency of a government, (ii) an official or employee of a public international organisation, (iii) a person who acts in an official capacity for or on behalf of any government or department, authority or institution of such government or public international organisation, or authorising the payment of funds or other items of value; (iv) any political party or its official or any candidate for political office; (v) or any other person, individual or body on the initiative, request or instruction of, or in favour of any of the persons and entities described above; or (vi) engage in other acts or transactions, if in each case this violates or is incompatible with any applicable

anti-bribery legislation of a government or the applicable country regulations on the implementation of an OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

BRUGG KABEL AG may terminate the contract with the customer at any time without liability by giving written notice to the customer, if the customer, in the reasonable opinion of BRUGG KABEL AG, violates any of the foregoing pledges, warranties or obligations; the customer shall assume all liability in connection with such infringement.

### 6.6 Trade restrictions

The customer acknowledges that regulations, in particular, regulations of Switzerland, the United Nations and the United Nations Security Council, the European Union and its member states, the United Kingdom of Great Britain and Northern Ireland and the United States of America, may prohibit certain transactions with certain prohibited destinations, countries, governments, persons or entities or impose related restrictive measures ('trade restrictions'). The customer shall take reasonable business steps to ensure that it does not deliver, transfer or resell BRUGG KABEL AG products, directly or indirectly, to any place, person or entity, or permit the transport of the product by any means that would cause BRUGG KABEL AG to violate the above provisions. The customer agrees to indemnify and hold BRUGG KABEL AG harmless for any liability that BRUGG KABEL AG may incur from or as a result of the violation of trade restrictions by the customer.

Before and/or after delivery, the customer guarantees that all documents provided to BRUGG KABEL AG by the customer or its representatives prove that the destination of the product does not violate the trade restrictions. Without prejudice to the legal rights of BRUGG KABEL AG, a breach of this warranty entitles BRUGG KABEL AG to terminate the contract with the customer and to refuse delivery or to refuse the continuation of a delivery already started, whereby the entire liability in connection with such a violation is on the account of the customer. With regard to this matter, the customer acknowledges that each BRUGG KABEL AG contract provides for specific and individually adapted trade restriction clauses and that these provisions take precedence over the provisions of this article.

### 6.7 Code of Ethics

Brugg Kabel AG is a subsidiary of Terna Rete Italia S.p.A. and complies with the Terna Code of Ethics. This code of ethics should also be observed by customers, suppliers and agents.

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## 7. Data protection

**Brugg Kabel AG** processes certain personal data from its customers within the framework of the contractual relationship or at the time the contract is initiated. The processing by **Brugg Kabel AG** is carried out in accordance with the relevant provisions of the EU General Data Protection Regulation (GDPR) and in compliance with the respective national data protection legislation. All relevant information in connection with data processing is set out in the document 'Privacy Policy for the General Conditions of Sale of **Brugg Kabel AG**', which can be accessed on the **Brugg Kabel AG** website at [www.bruggcables.com](http://www.bruggcables.com) and can also be sent to the customer on request.

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## 8. Other provisions

### 8.1 Inclusion of third parties

BRUGG KABEL has the right to engage third parties to fulfil the contract. BRUGG KABEL is equally responsible for the services of third parties as for its own services.

### 8.2 Intellectual property and retention of title

BRUGG KABEL or its licensors shall retain all rights to all DELIVERY ITEMS and SERVICES, descriptions, brochures, plans, documents and data carriers, including patent, copyright or other intellectual property rights. The CUSTOMER acknowledges these rights of BRUGG KABEL and/or its licensors.

BRUGG KABEL confirms that the descriptions of DELIVERY ITEMS and SERVICES, brochures, plans, documents and data carriers provided to the CUSTOMER do not violate any rights of third parties to the best of BRUGG KABEL's knowledge. However, BRUGG KABEL does not provide any guarantee that the descriptions of the DELIVERY ITEMS and SERVICES, brochures, plans, documents and data carriers provided to the CUSTOMER do not infringe any rights of third parties.

The DELIVERY ITEMS shall remain the property of BRUGG KABEL until the CUSTOMER's payment obligations have been fulfilled in full and the agreed remuneration has been received by BRUGG KABEL. The CUSTOMER agrees to cooperate with measures to protect the property of BRUGG KABEL. The CUSTOMER authorises BRUGG KABEL to enter its property in the corresponding retention of title register if BRUGG KABEL wishes to make such an entry.

**8.3. Partial invalidity**

If any provision of this General Terms and Conditions 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 and of the General Terms and Conditions 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.

**8.4. Applicable law and jurisdiction**

All legal relationships between the CUSTOMER and BRUGG KABEL are subject to Swiss substantive law. The Vienna Convention on the International Sale of Goods is not applicable.

The exclusive place of jurisdiction is Brugg (Switzerland). However, BRUGG KABEL is free to appeal to the competent court at the CUSTOMER's registered office or residence.

Brugg, Switzerland, March 2021