

# GENERAL TERMS AND CONDITIONS OF SALE

BRUGG KABEL SERVICES AG  
BRUGG KABEL AG  
BRUGG KABEL MANUFACTURING AG



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## 1. Scope and principles

These General Terms and Conditions of Sale (GTC) apply to the sale and delivery of products and the provision of services by Brugg Kabel AG, its branches and subsidiaries (hereinafter collectively: Brugg Kabel AG).

They form an integral part of the contract, unless Brugg Kabel AG has entered into a different written agreement with the buyer. Brugg Kabel AG may unilaterally amend the GTC at any time. Amendments shall take effect upon notification. Unless Brugg Kabel AG explicitly accepts the customer's general terms and conditions, they shall be excluded even if referenced in orders or order confirmations.

## 2. Offer and conclusion of contract

### 2.1. Non-binding nature and acceptance

All offers, price lists, product descriptions, brochures, plans and similar documents of Brugg Kabel AG are non-binding and may be changed or revoked at any time, unless explicitly stated otherwise in the document in question.

Insofar as the offers made by Brugg Kabel AG are non-binding, a contract shall only be concluded upon acceptance by Brugg Kabel AG. Acceptance shall be effected by means of a written order confirmation (declaration of acceptance), the signing of a written contract or Brugg Kabel AG's execution of customer's order. Orders and declarations of acceptance by the customer shall be deemed to be mere offers or invitations to conclude a contract.

Order confirmations from Brugg Kabel AG contain a detailed description of the agreed delivery items and/or services. Requests for changes or discrepancies must be communicated to Brugg Kabel AG in writing within two (2) working days of receipt of the order confirmation. If no order confirmation is issued, the description of the agreed delivery items and/or services shall be based on the offer of Brugg Kabel AG and/or the written contract signed by Brugg Kabel AG.

### 2.2. Form

Unilateral declarations in text form transmitted via electronic media such as e-mail, SMS, etc. are non-binding. A binding obligation only arises if the procedure set out in section 2.1 is followed.

### 2.3. Reservation of technical changes and improvements

All descriptions of delivery items and services as well as the information contained in brochures, plans and similar documents are subject to technical changes

and improvements, in particular with regard to measured values and weights. The information provided by Brugg Kabel AG in this regard is generally non-binding, unless the contract stipulates otherwise.

### 2.4. Orders by third parties

Brugg Kabel AG may accept orders directly from the customer or from a third party authorized in writing by the customer, such as a builder. Orders placed by a third party are considered orders placed on behalf of and for the account of the customer. If accepted by Brugg Kabel AG, these orders establish rights and obligations between Brugg Kabel AG and the customer, regardless of the legal relationship between the customer and the third party.

### 2.5. Non-stock items or custom-made products

Non-stock items, custom-made products such as extra-long items or custom-made delivery items according to customer specifications must always be ordered in writing. The customer is obliged to accept the entire quantity it has ordered and fulfil all related obligations as stated in the contract or order confirmation.

## 3. Subject and scope of delivery

### 3.1. Order confirmation

The subject and scope of delivery are based on the order confirmation issued by Brugg Kabel AG.

At the customer's request, Brugg Kabel AG may issue a copy of the written order confirmation to a third party as well.

### 3.2. Subsequent order changes or special requests

Brugg Kabel AG may reject a customer's subsequent changes to orders. If Brugg Kabel AG accepts changes, the customer shall bear any and all resulting additional costs.

The customer must notify Brugg Kabel AG of any special transport and insurance requests within 14 days of receiving the order confirmation and bear any and all resulting additional costs.

### 3.3. Packaging units and special packaging

The provision or delivery of the delivery items shall be in accordance with the packaging units specified in the offer or price list. The customer shall bear the cost of special packaging.

### 3.4. Cable orders

For cable orders in whole factory or stock lengths, the quantity delivered and invoiced may deviate by up to five per cent (5%) from the quantity ordered and may be delivered in partial lengths.

Project-related cables ordered in precisely specified lengths will be delivered by Brugg Kabel AG in at least the length ordered.

## 4. Tests, acceptance and warranty

Brugg Kabel AG inspects the delivery items before dispatch in accordance with standard business practice. Additional tests and acceptances must be specified in the contract, with the customer bearing all costs incurred, including travel, accommodation and meal costs, unless otherwise agreed.

If a third-party inspection is required, the customer shall organize it and pay for all associated costs.

Brugg Kabel AG warrants that the delivery items do not have any significant defects in workmanship or material at the time of dispatch that would impair their proper use. Any further warranties are excluded unless expressly agreed in the order confirmation or in the contract.

The customer must inspect the delivered items immediately upon receipt at the agreed destination and notify Brugg Kabel AG in writing of any complaints within 24 hours. Hidden defects discovered later must be reported to Brugg Kabel AG within seven (7) days of discovery. If the customer fails to report the defect or if the delivered items are processed without inspection, they shall be deemed accepted "as is and in conformity with the order".

If rejected delivery items are further processed by the customer or third parties without the written consent of Brugg Kabel AG, the warranty shall expire and the items shall be considered accepted by the customer in conformity with the order.

After a defect has been reported, Brugg Kabel AG may either inspect the affected delivery item on site or request its return. In the event of an inspection, Brugg Kabel AG shall inform the customer whether a warranty claim exists. The customer is obliged to keep the delivery item until the existence of a warranty claim has been finally clarified.

If a warranty claim exists, Brugg Kabel AG shall repair the defect at its own discretion and cost or replace the delivery item in whole or in part. A claim for withdrawal from the contract (rescission), reduction of the purchase price or replacement is excluded.

If there is no warranty claim, the customer shall bear all costs incurred as a result of the unjustified claim. This includes, in particular, expert, transport, assembly and labour costs.

Warranty claims shall lapse if the customer makes changes or repairs to the delivery item concerned without the written consent of Brugg Kabel AG, or if the customer handles the delivery item improperly.

Unless expressly agreed otherwise, warranty claims shall expire two (2) years after delivery of the respective delivery item. For replaced or repaired delivery items, the two-year period shall commence from the date of delivery of the original defective delivery item.

## 5. Terms of delivery

### 5.1. Terms of delivery

Unless expressly agreed otherwise, deliveries are made in accordance with "Free Carrier" (FCA) based on the current version of Incoterms. The delivery date is the date of collection at Brugg Kabel AG. For orders with advance payment, payment must be made before pick-up.

The customer alone is responsible for the operational safety of the collection vehicle, in particular for securing the load and complying with the permissible payload. In addition, the customer must ensure that its employees or agents comply with the occupational safety rules of Brugg Kabel AG while being on the premises of Brugg Kabel AG.

### 5.2. Transfer of benefits and risks

Benefits and risks generally are transferred to the customer in accordance with the agreed Incoterm.

### 5.3. Delivery periods and dates

Brugg Kabel AG makes every effort to meet agreed delivery deadlines. However, delivery delays may occur under certain circumstances, for example due to

- delayed approvals, delayed signing of time-sensitive addenda or subsequent changes to the delivery item, the service or its scope by the customer or third parties;
- missing letters of credit or import documents, as well as insufficient preparation or support by the customer or third parties;
- events of force majeure, such as war, terrorist attacks, unrest, epidemics and pandemics, sanctions and embargoes, official orders, labour disputes such as strikes or boycotts, fires, explosions, ice, snow, natural disasters such as earthquakes, floods or forest fires, material or energy shortages or other unforeseeable causes beyond the control of Brugg Kabel AG.

In the event of such an occurrence, Brugg Kabel AG shall inform the customer immediately and take all reasonable measures to mitigate any negative effects on the customer or remedy them as quickly as possible. The agreed performance period shall be extended by the duration of the delay. In all such cases, Brugg Kabel AG shall not be liable for any delays in delivery or for resulting damages of any kind.

If delivery is delayed or prevented for reasons for which the customer is responsible (e.g. postponements, refusal to accept delivery, late or non-collection by the carrier), the delivery items will be stored temporarily at the customer's risk. Following a waiting period of 30 days, Brugg Kabel AG charges the customer a storage fee of ten percent (10%) of the value of the goods per week.

Interim storage of the delivery items and subsequent delivery on demand are only possible if this has been agreed in advance with Brugg Kabel AG. Any additional costs shall be borne by the customer.

Brugg Kabel AG accepts no liability for damage, theft or loss if the delivery items are deposited at the agreed delivery time and location while the customer is absent without explanation. In such cases, customer's acceptance of the delivery items automatically is deemed to be given, even without signing the delivery notes and/or freight documents.

#### 5.4. Express deliveries

Brugg Kabel AG charges a surcharge fee ("express surcharge") for express deliveries (e.g. stock items delivered within 24 hours). If agreed delivery times are shortened due to customer's change requests, Brugg Kabel AG also reserves the right to charge a surcharge fee.

#### 5.5. Transport damage

The customer must report any transport damage or other problem in writing on the delivery note and have it confirmed by the carrier. In the case of delivery by post or rail, customer must request a report from the responsible authority on the day of delivery. If this is not complied with, Brugg Kabel AG may refuse to accept liability for repair or replacement.

#### 5.6. Unloading

Unless expressly agreed otherwise, the customer is responsible for unloading the delivery items. If personal injury or property damage occurs during the unloading process, customer shall be solely liable.

#### 5.7. Third-party products

If Brugg Kabel AG agrees to deliver products manufactured by third parties, Brugg Kabel AG is liable solely for timely delivery, but not for product quality. The

customer shall address any claims regarding manufacturer warranties directly to the third party. Brugg Kabel AG rejects any warranty claims related to third-party products.

#### 5.8. Services

The subject matter and scope of the services provided by Brugg Kabel AG are conclusively defined in the respective contract. Brugg Kabel AG offers services in the areas of cable laying and installation of accessories, as well as advice and support in the analysis, planning and optimisation of the operational use of such products.

After the services have been provided, the customer is obliged to assess them immediately and to notify Brugg Kabel AG in writing and without delay of any complaints. Without notification, the services shall be deemed to have been accepted as ordered.

Any installation must be carried out by Brugg-certified personnel holding a valid certificate. If this is not the case, Brugg Kabel AG refuses any kind of liability.

### 6. Storage, cleaning and maintenance

The customer is responsible for complying with the prescribed storage, cleaning and maintenance instructions, which can be found in the following documents (available online or provided upon request):

- **Storage of high-voltage accessories and their components:**  
Q-01089
- **Cleaning instructions for HV terminations:**  
Q-01788
- **Maintenance recommendations for HV cable systems and their components:**  
Q-03398

Brugg Kabel AG accepts no liability for damages or defects resulting from failure to comply with these instructions.

If delivered items have to be stored temporarily due to delays for which the customer is responsible, the customer must provide suitable storage and bear the costs of temporary storage. The customer bears all risks during temporary storage.

### 7. Drums returns

Unless expressly agreed otherwise, steel and plastic drums remain the property of Brugg Kabel AG and are only provided to the customer on loan. A warranty for drums is excluded.

Two-way drums must be returned in good condition at the customer's expense within six (6) months of emptying at the latest.

A monthly fee will be charged for two-way drums that are returned late.

Damaged two-way drums will be invoiced at the purchase price.

Disposable drums will be charged to the customer in advance and will not be taken back by Brugg Kabel AG.

## 8. Returns

Brugg Kabel AG does not accept the return of items previously delivered to and accepted by the customer. In exceptional cases, however, the customer may return standard and normal parts listed in the catalogue, provided that Brugg Kabel AG has given its written consent and the items are in their original packaging, complete, undamaged, dry and clean.

Upon return, the customer will receive a refund for the invoiced value of the goods, less 25-75% for any transport, handling, cleaning and disposal costs.

## 9. Advance payment, invoicing and payment

Prices for goods and services provided by Brugg Kabel AG are based on quotations, price lists or other agreements at the time of acceptance by the customer. Unless otherwise agreed, services are remunerated on a time basis. Additional expenses and material costs are invoiced separately.

Brugg Kabel AG may invoice the customer for goods or services it orders later at the prices applicable at the time of the later order.

Unless expressly agreed otherwise, an advance payment of 100% of goods purchased and/or services commissioned is due at the signing of the contract and customer must pay the invoice according to standard payment terms of 15 calendar days following the date of the invoice.

All prices are net (excluding VAT). Offsetting a counterclaim is only permitted to customer if Brugg Kabel AG has given its prior consent. Discount deductions are only permitted if this is expressly noted on Brugg Kabel AG's invoice and payment is received within the specified period. The date on which Brugg Kabel AG receives the payment is decisive. If customer makes an unauthorized payment deduction, Brugg Kabel AG shall invoice for such unauthorized deduction.

From the due date, default interest shall automatically apply at an annual rate equal to (a) for amounts denominated in EUR, the one-month €STR as published from time to time, (b) for amounts denominated in CHF, the SARON (Swiss Average Rate Overnight) as published from time to time, and (c) for amounts denominated in any other currency, the relevant central bank base rate for that currency, in each case plus a margin of 2.5 percentage points. Reminder fees shall also apply automatically. In the event of late payment, Brugg Kabel AG reserves the right to claim damages for late payment, to withdraw from the contract and/or to reclaim delivered items, as well as to assign the claim to a third-party collection agency at the customer's expense.

The customer must object to an invoice in writing within five (5) calendar days, otherwise it shall be deemed accepted. Payment of an invoice must also be made on time if insignificant parts of the delivery item or service are missing, to the extent that the missing parts do not significantly impair the use of the delivery item or the work owed.

### 9.1. Value added tax and other charges

Unless otherwise agreed, the customer shall pay value added tax and other statutory charges in accordance with the applicable tax rates.

## 10. Liability and disclaimer

Brugg Kabel AG shall only be liable within the scope of the statutory provisions, but not for slight negligence, indirect or consequential damages or losses, including lost profits, unrealised savings or third party claims against the customer.

Liability for damages resulting from delayed provision of services and for actions or omissions by auxiliary persons of Brugg Kabel AG is also excluded, unless the damages were caused intentionally or by gross negligence.

Furthermore, Brugg Kabel AG accepts no liability for damages caused by incorrect transport, improper storage or incorrect installation, if due to customer or third party's failure to observe installation or laying instructions.

Brugg Kabel AG shall also not be liable in the event of customer or third party's improper or inappropriate use of the delivery item, failure to perform maintenance or improper modifications or repairs, or failure to pay adequate attention to local or geographical conditions.

Brugg Kabel AG is also not liable for damage resulting from force majeure (see clause 5.3 for definition).

Unless expressly agreed otherwise, Brugg Kabel AG shall be liable to the customer only for the careful

execution of the agreed service, but shall not be responsible for any result.

Brugg Kabel AG's services are based on the documents provided by the customer or third parties mandated by the customer. The customer is solely responsible for ensuring that these documents are up to date, complete and correct. Brugg Kabel AG accepts no liability for documents that the customer or its mandated third parties have incorrectly prepared, or for any resulting incorrect execution.

## 11. Warranty period

If Brugg Kabel AG has been commissioned to install cables and/or accessories, a warranty period may be agreed. Depending on Parties' agreement, the warranty period shall commence upon delivery of goods, after successful completion of the final test, or upon written acceptance of the installation. Unless otherwise agreed, it shall not exceed two (2) years.

If defects occur during the warranty period, these must be reported in writing without delay. The burden of proof that Brugg Kabel AG is responsible for the defect lies with the customer.

## 12. Obligations of the customer

### 12.1. Provision of information

The customer undertakes to carry out all necessary preparatory and support measures for the delivery items and/or services in a timely and correct manner, including obtaining the approval of any required authority. Furthermore, customer must provide all relevant information and material resources when placing the order and inform Brugg Kabel AG in writing of any special official or other regulations, guidelines and special features that must be observed for the proper fulfilment of the contract.

### 12.2. Compliance with instructions

The customer undertakes to follow all instructions, assembly and processing manuals of Brugg Kabel AG and/or auxiliary persons of Brugg Kabel AG and/or in accordance with packaging, brochures and technical instructions relating to the delivery items and services.

### 12.3. Handling dangerous goods

The customer undertakes to observe all applicable legal regulations and Brugg Kabel AG's specific data sheets when transporting, storing and handling dangerous goods.

### 12.4. Confidentiality

The customer undertakes to take all necessary measures to keep confidential for an unlimited period of time all confidential information that it or third parties receive in connection with the goods or services of Brugg Kabel AG. The publication or dissemination of confidential information belonging to Brugg Kabel AG is only permitted with the express written consent of Brugg Kabel AG. Confidential information is any information that is not generally known and in which Brugg Kabel AG has a legitimate interest in keeping it confidential.

Furthermore, the customer may not attempt to poach employees of Brugg Kabel AG for itself or another company.

### 12.5. Anti-corruption

The customer undertakes to comply with all applicable regulations about fighting corruption and bribery, in particular the OECD's "Anti-Corruption Convention", the United States of America's "Foreign Corrupt Practices Act", the United Kingdom's "Bribery Act" and the relevant provisions of the Italian and Swiss Criminal Codes.

The customer guarantees that it will not directly or indirectly transfer, offer or authorise the payment of money or other financial benefits to government officials, employees of state authorities, international organisations or political parties, or to other persons and entities. In addition, the customer undertakes not to participate in any actions or transactions that are incompatible with the above-mentioned and other applicable anti-corruption regulations, in particular the acceptance of money or other financial benefits from employees of Brugg Kabel AG.

### 12.6. Trade restrictions

The customer acknowledges that regulations, in particular those of Switzerland, the United Nations, the European Union, the United Kingdom and the United States, prohibit certain commercial interactions with specific target regions or countries, governments, persons or entities, or restrict them by means of specific measures such as export controls or sanctions.

The customer undertakes to take all necessary technical and organisational measures to ensure that Brugg Kabel AG products are not delivered, transferred or resold, either directly or indirectly, to prohibited locations, persons or entities. The customer is also responsible for ensuring that no means of transport are used that could result in Brugg Kabel AG violating applicable trade restrictions. The customer agrees to fully compensate Brugg Kabel AG for any damages resulting from its violation of such provisions.

Before and after delivery, the customer guarantees that all documents provided by them or their

representatives confirm that neither the destination of the product nor the product itself nor the end user of the product violate any applicable trade restrictions.

The customer acknowledges that contracts with Brugg Kabel AG may contain further trade restriction clauses that take precedence over these general provisions. In addition, the customer grants Brugg Kabel AG the right to withdraw from contracts in accordance with clause 12.8 as soon as it becomes known that goods, services, the customer itself or its business partners have been subject to trade restrictions.

### **12.7. Code of Conduct and Whistleblower Channel**

The customer acknowledges that Brugg Kabel AG, as a subsidiary of Terna, adheres to Terna's Code of Ethics, which can be found at [www.terna.it](http://www.terna.it). Brugg Kabel AG expects its customers to also comply with the provisions of Terna's Code of Ethics, in particular the prohibition of corruption, bribery, unfair competition, child labour, forced labour and any form of discrimination contained therein.

The customer further acknowledges that Brugg Kabel AG follows Terna's Organisation and Management Model (OMM) in accordance with Italian Law 231/2001, which can be found at [www.terna.it](http://www.terna.it). Terna's OMM aims to prevent criminal offences such as corruption and bribery both inside and outside of Italy.

Reports of violations of Terna's Code of Ethics, applicable law or other regulations can be submitted by anyone via the following channels:

[whistleblowing\(at\)bruggcables.com](mailto:whistleblowing(at)bruggcables.com)  
[whistleblowing\(at\)terna.it](mailto:whistleblowing(at)terna.it)  
<https://whistleblowing.terna.it>

### **12.8. Withdrawal**

If the customer violates one or more of the obligations mentioned in clause 12, Brugg Kabel AG has the right to withdraw from any contracts with the customer with immediate effect, by means of a written declaration and without duty to compensate. Any damages incurred as a result of Brugg Kabel AG's withdrawal shall be borne by the customer.

## **13. Protection of personal data**

Brugg Kabel AG processes certain personal data of its customers within the framework of the contractual relationship or the initiation of a contract. The processing is carried out in accordance with the EU General Data Protection Regulation (GDPR) and the respective national data protection laws. Consent to the processing is deemed to have been given upon acceptance of these GTC.

All relevant information on data processing is set out in the "Brugg Cables Privacy Policy", which is available at [www.bruggcables.com](http://www.bruggcables.com).

## **14. Further provisions**

### **14.1. Involvement of third parties**

Brugg Kabel AG is entitled to involve third parties in the fulfilment of the contract even without the customer's consent.

### **14.2. Intellectual property rights and retention of title**

Brugg Kabel AG or its licensors remain the owners of all rights to delivery items, services, descriptions, brochures, plans, documents and data carriers, including patent, copyright and other intellectual property rights. The customer acknowledges these rights.

Brugg Kabel AG confirms that, to the best of its knowledge, the descriptions, brochures, plans, documents and data carriers provided to the customer do not infringe any third-party rights.

Delivery items remain the property of Brugg Kabel AG until the customer has made full payment. The customer undertakes to cooperate and take measures to protect such property and authorises Brugg Kabel AG, upon request, to enter a retention of title in the relevant register.

### **14.3. Partial invalidity**

Should any provision of these GTC be declared invalid or ineffective by a competent arbitration tribunal, court or authority, the validity of the remaining provisions shall remain unaffected. The parties undertake to jointly replace the invalid provision with a valid provision that comes as close as possible to the intended purpose of the original provision.

### **14.4. Applicable law and dispute resolution**

All legal relationships between the customer and Brugg Kabel AG are subject to Swiss law. The Vienna Sales Convention of 11 April 1980 does not apply.

Disputes between the customer and Brugg Kabel AG shall be settled amicably. If this is not possible within sixty (60) days, either party may, after giving written notice to the other party and for the purpose of settlement, refer the dispute to the International Chamber of Commerce (ICC) in Zurich and register the dispute electronically via the ICC Case Connect Portal. One (1) arbitrator appointed by the ICC shall then issue an arbitral award within three (3) months and determine the costs for both parties, whereby the proceedings shall

primarily be conducted virtually (via video conference) and digitally (via email communication) in English. If the amount in dispute exceeds one (1) million Swiss francs, the parties may also agree on three (3) arbitrators. The arbitration award, including the decision on the costs, shall be binding on both parties and cannot be appealed. For the purpose of enforcement, an ordinary court at the registered office of Brugg Kabel AG or the customer may be called upon. Notwithstanding this clause, the parties may apply to an ordinary court for interim injunctions at any time.

#### **14.5. Original version**

The original version of these GTC is written in German and shall serve as source of interpretation in case of differing understandings of the English version or in an actual dispute.

