

GENERAL TERMS AND CONDITIONS OF SALE

通用销售条款和条件

BRUGG KABEL SERVICES AG

BRUGG KABEL AG

BRUGG KABEL MANUFACTURING AG



Content

目录

1.	Scope and principles 范围与原则	4
2.	Offer and conclusion of contract 合同要约与订立	4
2.1.	Non-binding nature and acceptance 无约束力与合同成立	4
2.2.	Form 形式	5
2.3.	Reservation of technical changes and improvements 技术变更和改进保留权	5
2.4.	Orders by third parties 第三方订单	5
2.5.	Non-stock items or custom-made products 非库存产品或定制产品	6
3.	Subject and scope of delivery 交付标的与范围	6
3.1.	Order confirmation 订单确认	6
3.2.	Subsequent order changes or special requests 后续订单变更或特殊要求	6
3.3.	Packaging units and special packaging 包装单位和特殊包装	7
3.4.	Cable orders 电缆订单	7
4.	Tests, acceptance and warranty 测试、验收与质保	7
5.	Terms of delivery 交付条款	9
5.1.	Terms of delivery 交付条款	9
5.2.	Transfer of benefits and risks 利益与风险转移	9
5.3.	Delivery periods and dates 交货期限与日期	10
5.4.	Express deliveries 快运服务	11
5.5.	Transport damage 运输损坏	11
5.6.	Unloading 卸货	12
5.7.	Third-party products 第三方产品	12
5.8.	Services 服务	12

6.	Storage, cleaning and maintenance 存储、清洁与维护	13
7.	Returning drums 归还电缆盘	13
8.	Returns 退货	14
9.	Advance payment, invoicing and payment 预付款、开票及付款	14
9.1.	Value added tax and other charges 增值税及其他费用	16
10.	Liability and disclaimer 责任与免责声明	16
11.	Warranty period 质保期	17
12.	Obligations of the customer 客户的义务	18
12.1.	Provision of information 资料的提供	18
12.2.	Compliance with instructions 遵守规程	18
12.3.	Handling dangerous goods 危险品处理	18
12.4.	Confidentiality 保密义务	18
12.5.	Anti-corruption 反腐败	19
12.6.	Trade restrictions 贸易限制	20
12.7.	Code of Conduct and Whistleblower Channel 行为准则与举报渠道	21
12.8.	Withdrawal 撤销	21
13.	Protection of personal data 个人数据保护	22
14.	Further provisions 进一步规定	22
14.1.	Involvement of third parties 第三方参与	22
14.2.	Intellectual property rights and retention of title 知识产权与所有权保留	22
14.3.	Partial invalidity 部分无效	23
14.4.	Applicable law and dispute resolution 适用法律与争议解决	23
14.5.	Original version 初始版本	24

1. Scope and principles 范围与原则

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).

本通用销售条款和条件（下称“GTC”）适用于 Brugg Kabel AG 及其分支机构和子公司（以下统称

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.

除非 Brugg Kabel AG 与买方另行签订书面协议，否则本 GTC 构成合同不可分割的一部分。Brugg Kabel AG 可随时单方面修订本 GTC，修订内容一经通知即告生效。除非 Brugg Kabel AG 明确接受客户的一般条款和条件，否则即使在订单或订单确认书中有所提及，也应视为无效。

2. Offer and conclusion of contract 合同要约与订立

2.1. Non-binding nature and acceptance 无约束力与合同成立

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.

Brugg Kabel AG 提供的所有要约、价格表、产品说明、宣传册、计划及类似文件均无约束力，可随时更改或撤销，除非在相关文件中另有明确说明。

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.

鉴于 Brugg Kabel AG 作出的要约不具有约束力，合同仅在 Brugg Kabel AG 接受后方可成立。接受应通过书面订单确认（接受声明）、签署书面合同或 Brugg Kabel AG 执行客户订单的方式实现。客户的订单和接受声明应仅视为要约或合同订立邀请。

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.

Brugg Kabel AG 的订单确认书包含对约定交付产品和/或服务的详细说明。变更请求或异议须在收到订单确认书后两（2）个工作日内以书面形式告知 Brugg Kabel AG。若未发出订单确认书，对约定交付产品和/或服务的说明应依据 Brugg Kabel AG 的要约和/或 Brugg Kabel AG 签署的书面合同来确定。

2.2. Form 形式

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.

通过电子邮件、短信等电子媒介传送的单方面文字声明不具有约束力。仅当遵循第 2.1 条规定的程序时方产生约束性义务。

2.3. Reservation of technical changes and improvements 技术变更和改进保留权

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.

所有交付产品和服务说明，以及宣传册、计划和类似文件中包含的信息均可能会因技术变更和改进而调整，尤其是在测量值和重量方面。除非合同另有规定，Brugg Kabel AG 在这方面提供的信息通常不具有约束力。

2.4. Orders by third parties 第三方订单

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.

Brugg Kabel AG 接受客户直接下达的订单，也接受客户书面授权的第三方（如建筑商）下达的订单。第三方所下的订单视为代表客户以客户名义下达的订单。一经 Brugg Kabel AG

接受，该等订单将在 Brugg Kabel AG 和客户之间建立权利和义务，不论客户和第三方之间的法律关系如何。

2.5. Non-stock items or custom-made products 非库存产品或定制产品

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.

非库存产品、定制产品（如超长产品或按照客户规格定制的交付产品）必须始终以书面形式订购。客户有义务接受其订购的全部产品，并履行合同或订单确认书中规定的所有相关义务。

3. Subject and scope of delivery 交付标的与范围

3.1. Order confirmation 订单确认

The subject and scope of delivery are based on the order confirmation issued by Brugg Kabel AG. 交付标的与范围以 Brugg Kabel AG 签发的订单为准。

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

若客户要求，Brugg Kabel AG 也可向第三方出具书面订单确认书副本。

3.2. Subsequent order changes or special requests 后续订单变更或特殊要求

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.

Brugg Kabel AG 可拒绝客户对订单的后续变更。若 Brugg Kabel AG 接受变更，客户应承担由此产生的所有额外费用。

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.

客户须在收到订单确认书后 14 天内告知 Brugg Kabel AG 任何特殊运输和保险要求，并承担由此产生的所有额外费用。

3.3. Packaging units and special packaging 包装单位和特殊包装

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.

交付产品的提供或交付应按照要约或价格表中规定的包装单位执行。特殊包装费用由客户承担。

3.4. Cable orders 电缆订单

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.

对于整厂或库存长度的电缆订单，实际交付和开票数量可与订单数量存在最多百分之五（5%）的偏差，且允许分段长度交付。

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

按精确指定长度订购的项目相关电缆，由 Brugg Kabel AG 将至少按订购长度交付。

4. Tests, acceptance and warranty 测试、验收与质保

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.

Brugg Kabel AG 将按照标准商业惯例在发货前对交货产品进行检验。额外测试和验收须在合同中注明，除非另有约定，所有相关费用（包括差旅费、住宿费和餐费）由客户承担。

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

如需第三方检验，客户应自行组织并承担所有相关费用。

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.

Brugg Kabel AG 保证交付产品在发货时不存在任何会影响其正常使用的重大工艺或材料缺陷。除非在订单确认书或合同中明确约定，否则不作任何其他保证。

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”.

客户应在约定目的地收货后立即检查交付产品，如有不满之处，应在 24 小时内书面告知 Brugg Kabel AG。若后续发现隐藏缺陷，须在发现后七（7）天内报告给 Brugg Kabel AG。若客户未能报告缺陷，或交付产品未经检验即被处理，则视为“按订单且符合订单要求”而接受。

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.

若客户或第三方在未经 Brugg Kabel AG 书面同意对拒收的交付产品进行进一步处理，则质保将失效，且视为该等产品已按订单要求被客户接受。

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.

报告缺陷后，Brugg Kabel AG 可选择在现场检验所涉交付产品或要求将其退回。若进行检查，Brugg Kabel AG 应告知客户是否存在质保索赔权。客户有义务，在最终确认是否存在质保索赔权前妥善保管交付产品。

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.

若存在质保索赔权，Brugg Kabel AG 将自行决定承担费用修复缺陷或全部或部分更换交付产品。客户不得主张退出合同（解除合同）、降低购买价格或进行更换。

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.

若不存在质保索赔权，客户应承担由于不合理索赔而产生的所有费用，特别是专家费用、运输费用、装配费用及人工费用。

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.

若客户未经 Brugg Kabel AG 书面同意擅自改动或修理相关交付产品，或客户对交付产品进行不当处理，质保索赔权即告失效。

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.

除非另有明确约定，质保索赔权有效期为相应交付产品交付后两（2）年。对于更换或修理的交付产品，两年期限自最初有缺陷的交付产品的交付日期起计算。

5. Terms of delivery 交付条款

5.1. Terms of delivery 交付条款

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.

除非另有明确约定，所有交付均按现行的《国际贸易术语解释通则》的“货交承运人”（FCA）条款执行。交货日期为在 Brugg Kabel AG 处提货的日期。预付款订单须在提货前完成付款。

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.

客户需自行负责提货车辆的操作安全，特别是确保货物安全，并遵守准许载货重量规定。此外，客户须确保其员工或代理在 Brugg Kabel AG 的场所遵守 Brugg Kabel AG 的职业安全规则。

5.2. Transfer of benefits and risks 利益与风险转移

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

利益与风险通常按约定的国际贸易术语转移给客户。

5.3. Delivery periods and dates 交货期限与日期

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

Brugg Kabel AG 尽全力遵守约定的交货期限。但下列情况可能导致延迟交货：

- 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;
客户或第三方延迟审批、延迟签署时效性补充条款或后续变更交付产品、服务或其范围；
- missing letters of credit or import documents, as well as insufficient preparation or support by the customer or third parties;
信用证或进口文件缺失，以及客户或第三方准备或支持不足；
- 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.
不可抗力事件，如战争、恐怖袭击、动乱、疫情、制裁与禁运、官方命令、罢工或抵制等劳资纠纷、火灾、爆炸、冰雪、地震、洪水或森林火灾等自然灾害、材料或能源短缺或其他超出 Brugg Kabel AG 控制范围的不可预见原因。

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.

若发生以上情况，Brugg Kabel AG 应立即通知客户，并采取一切合理措施减轻对客户任何负面影响或尽快补救。约定的履约期应根据延迟时间予以延长。在上述所有情况下，Brugg Kabel AG 均不对任何交货延迟或由此造成的任何损害承担任何责任。

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.

若因客户原因（如延期、拒绝收货、承运人延迟或未提货）导致交货延迟或受阻，交付产品将临时储存，风险由客户承担。等待期超过 30 天后，Brugg Kabel AG 将每周向客户收取货物价值百分之十（10%）的仓储费。

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.

只有事先与 Brugg Kabel AG 达成一致，才可临时储存交付产品，并根据需要进行后续交付。相关额外费用由客户承担。

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.

若交付产品在约定的交付时间和地点存放时，客户不在场且未作任何解释，则 Brugg Kabel AG 不对产品的损坏、被盗或灭失承担任何责任。在这种情况下，即使未签署送货单和/或货运单据，也自动视为客户已接受交付产品。

5.4. Express deliveries 快运服务

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.

Brugg Kabel AG 将对加急交货（如 24 小时内交付库存产品）收取附加费（下称“加急附加费”）。若因客户变更要求而缩短约定的交货时间，Brugg Kabel AG 也保留收取附加费的权利。

5.5. Transport damage 运输损坏

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.

客户须在送货单上书面报告运输损坏或其他问题，并得到承运人的确认。若通过邮寄或铁路方式交付，客户须在交货当日向承运主管部门索取报告。若未遵守此规定，Brugg Kabel AG 可拒绝承担修理或更换责任。

5.6. Unloading 卸货

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.

除非另有明确约定，由客户负责卸载交货产品。卸货过程中发生人身伤害或财产损失的，由客户承担全部责任。

5.7. Third-party products 第三方产品

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.

若 Brugg Kabel AG 同意交付由第三方制造的产品，则 Brugg Kabel AG 仅对及时交货负责，不对产品质量负责。客户应直接向第三方提出制造商质保索赔。Brugg Kabel AG 不对第三方产品承担任何质保责任。

5.8. Services 服务

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.

Brugg Kabel AG 所提供服务的标的与范围在相应的合同中已明确界定。Brugg Kabel AG 提供电缆铺设和配件安装方面的服务，并就此类产品的操作使用分析、规划和优化提供咨询与支持服务。

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.

服务完成后，客户应立即验收，有任何不满之处，应立即书面通知 Brugg Kabel AG。未通知者，视为已按订单接受服务。

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.

任何安装工作须由持有有效证书的 Brugg 认证人员完成，否则，Brugg Kabel AG 拒绝对由承担任何责任。

6. Storage, cleaning and maintenance 存储、清洁与维护

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):

客户应遵循以下文件（可在线获取或按需提供）规定的存储、清洁与维护说明：

- **Storage of high-voltage accessories and their components: Q-01089**

高压附件及其部件存储：Q-01089

- **Cleaning instructions for HV terminations: Q-01788**

高压终端清洁操作规程：Q-01788

- **Maintenance recommendations for HV cable systems and their components: Q-03398**

高压电缆系统及其部件维护建议：Q-03398

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

对于因未能遵守以上规程而导致的损坏或缺陷，Brugg Kabel AG 不承担任何责任。

If delivered item 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.

若交付货物因客户原因导致延迟而需临时储存，客户须提供合适的储存场所并承担临时储存的费用。临时储存期间的所有风险由客户承担。

7. Drum returns 电缆盘归还

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.

除非另有明确约定，钢制和塑料电缆盘仍为 Brugg Kabel AG 的财产，仅出借给客户使用。电缆盘不提供质保。

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

双向电缆盘最迟须在清空后六（6）个月内完好归还，费用由客户承担，

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

逾期归还的，按月收取费用。

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

双向电缆盘如有损坏，将按购买价格开票计费。

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

一次性电缆盘将预先向客户收取费用，Brugg Kabel AG 不再收回。

8. Returns 退货

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.

Brugg Kabel AG 不接受先前交付给客户并被客户接受的产品退货。但是，在特殊情况下，客户可退回产品目录中列出的常规标准零件，但前提是 Brugg Kabel AG 书面同意，且该等零件仍在原包装中，完整、无损、干燥且清洁。

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.

退货后，客户将收到货物发票金额的退款，扣除 25-75% 的运输、处理、清洁及处置费用。

9. Advance payment, invoicing and payment 预付款、开票及付款

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 提供的产品和服务的价格以客户接受时的报价单、价格表或其他协议为准。除非另有约定，服务报酬按时间计费。额外支出及材料费需单独开具发票。

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.

对于客户后续订购的产品或服务，Brugg Kabel AG 可按照后续订购时适用的价格向客户开具发票。

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.

除非另有明确约定，签署合同时需 100% 预付所购产品和/或委托服务的款项，客户须在发票日期后 15 个日历日内按照标准付款条件支付发票款项。

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.

所有价格均为净价（不含增值税）。未经 Brugg Kabel AG 事先同意，客户不得行使反诉赔偿抵销权利。只有在 Brugg Kabel AG 的发票上明确注明扣除折扣，且在指定期限内收到付款的情况下，才可扣除折扣。以 Brugg Kabel AG 实际收到款项的日期为准。若客户未经授权擅自扣款，Brugg Kabel AG 将对该未经授权的扣款部分开具发票。

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.

自到期日起自动适用逾期利息，年利率如下：（a）以欧元计值的款项，不定期公布的一个月期欧元短期利率（€STR），（b）以瑞士法郎计值的款项，不定期公布的瑞士隔夜平均利率（SARON），（c）以任何其他货币计值的款项，该货币的相关央行基准利率，加上 2.5 个百分点的利差。催收费亦自动适用。若发生逾期付款，Brugg Kabel AG 有权就逾

期付款主张损害赔偿、退出合同和/或收回已交付产品，以及委托给第三方收款机构追讨，费用由客户承担。

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.

客户须在发票开具后五（5）个日历日内提出书面异议，否则视为接受。若交付产品或服务存在非重大部分缺失，只要缺失部分不会严重损害交付产品的使用或约定工作成果，仍应按时支付发票款项。

9.1. Value added tax and other charges 增值税及其他费用

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

除非另有约定，客户应按适用税率缴纳增值税及其他法定费用。

10. Liability and disclaimer 责任与免责声明

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.

Brugg Kabel AG 仅在法定条款范围内承担责任，不对轻微过失、间接或附带损害或损失（包括利润损失、未实现的节省或针对客户的第三方索赔）承担责任。

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.

因延迟提供服务及 Brugg Kabel AG 辅助人员的作为或不作为而导致的损害赔偿责任也不承担责任，但故意或重大过失造成的损害除外。

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.

此外，对于因客户或第三方未遵守安装或铺设规程而导致的不当运输、不当储存或错误安装造成的损害，Brugg Kabel AG 不承担任何责任。

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.

若客户或第三方不当使用交付产品，未进行维护，进行不当修改或维修，或未能充分注意当地地理条件，Brugg Kabel AG 也不承担任何责任。

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

Brugg Kabel AG 亦不对不可抗力（定义见第 5.3 条）造成的损害承担任何责任。

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.

除非另有明确约定，Brugg Kabel AG 仅就服务的谨慎执行对客户负责，不对结果承担任何责任。

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.

Brugg Kabel AG 的服务基于客户或客户授权的第三方提供的文件。客户全权负责确保该等文件的时效性、完整性和正确性。对于客户或其授权的第三方错误编制的文件，或由此导致的任何错误执行，Brugg Kabel AG 不承担任何责任。

11. Warranty period 质保期

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.

若已委托 Brugg Kabel AG 进行电缆和/或配件的安装工作，则可协商质保期。根据双方的约定，保修期自产品后、最终测试成功完成或书面验收安装之日起计算。除非另有约定，质保期不超过两（2）年。

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.

若在质保期内出现缺陷，须立即书面报告。若缺陷责任归属于 Brugg Kabel AG，客户需承担举证责任。

12. Obligations of the customer 客户的义务

12.1. Provision of information 资料的提供

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.

客户承诺及时、妥善为交付产品和/或服务开展所有必要的准备工作，并采取所有必要的支持措施，包括获得任何必要部门的批准。此外，客户在下单时须提供所有相关信息与物料资源，并书面告知 Brugg Kabel AG 正确履行合同必须遵守的特殊官方或其他规定、指南及特别注意事项。

12.2. Compliance with instructions 遵守规程

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.

客户承诺遵守 Brugg Kabel AG 和/或其辅助人员的所有操作规程、装配及加工手册和/或与交付产品和服务相关的包装、宣传册和技术说明。

12.3. Handling dangerous goods 危险品处理

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

客户承诺在运输、储存和处理危险品时，遵守所有适用的法律法规以及 Brugg Kabel AG 的专项安全说明书。

12.4. Confidentiality 保密义务

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.

客户承诺采取一切必要措施，对其自身或第三方收到的与 Brugg Kabel AG 的产品或服务相关的所有机密信息永久保密。未经 Brugg Kabel AG 明确书面同意，不得公开或传播 Brugg Kabel AG 的机密信息。机密信息指不为公众所知且 Brugg Kabel AG 对其拥有合法保密权益的任何信息。

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

此外，客户不得试图为其自身或其他公司挖走 Brugg Kabel AG 的员工。

12.5. Anti-corruption 反腐败

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.

客户承诺遵守所有适用的反腐败和反贿赂法规，特别是经合组织（OECD）的《反腐败公约》、美国的《反海外腐败法》、英国的《反贿赂法》以及意大利和瑞士《刑法典》的相关规定。

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.

客户保证不会直接或间接向政府官员、国家机关工作人员、国际组织、政党或成员其他个人和实体转移、提供或授权支付金钱或其他经济利益。此外，客户承诺不参与任何不符合上述及其他适用反腐败法规的行为或交易，尤其是接受 Brugg Kabel AG 员工的金钱或其他经济利益。

12.6. Trade restrictions 贸易限制

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.

客户确认法规（尤其是瑞士、联合国、欧盟、英国和美国的法规）禁止与特定目标地区、国家、政府、个人或实体进行某些商业往来，或通过出口管制或制裁等特定措施对其进行限制。

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.

客户承诺采取一切必要的技术和组织措施，确保 Brugg Kabel AG 产品不会直接或间接交付、转移或转售至被禁地点、个人或实体。客户还须确保不使用可能导致 Brugg Kabel AG 违反适用贸易限制的运输方式。客户同意全额赔偿 Brugg Kabel AG 因违反该等规定而造成的任何损失。

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.

交付前后，客户保证其自身或代表提供的所有文件均能确认产品的目的地、产品本身或最终用户均未违反任何适用的贸易限制条款。

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.

客户确认与 Brugg Kabel AG 签订的合同可能包含优先于本通用条款的其他贸易限制条款。此外，客户同意，Brugg Kabel AG 有权在获悉产品、服务、客户本身或其商业伙伴受到贸易限制后，根据第 12.8 条的规定退出合同。

12.7. **Code of Conduct and Whistleblower Channel 行为准则与举报渠道**

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. 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.

客户确认，作为 Terna 的子公司，Brugg Kabel AG 应遵守 Terna 的道德准则（详见 www.terna.it）。Brugg Kabel AG 要求其客户也遵守 Terna 的道德准则，特别是其中关于禁止腐败、贿赂、不正当竞争、童工、强迫劳动及任何形式歧视的规定。

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. Terna's OMM aims to prevent criminal offences such as corruption and bribery both inside and outside of Italy.

客户进一步确认，Brugg Kabel AG 遵循 Terna 根据意大利第 231/2001 号法律指定的组织和管理模式（OMM）（详见 www.terna.it）。Terna 的 OMM 旨在预防意大利境内外的腐败和贿赂等刑事犯罪。

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

任何人若发现违反 Terna 道德准则、适用法律或其他法规的行为，均以通过以下渠道进行举报：

[whistleblowing\(at\)bruggcables.com](mailto:whistleblowing(at)bruggcables.com)

[whistleblowing\(at\)terna.it](mailto:whistleblowing(at)terna.it)

terna.it 上的举报页面 <https://whistleblowing.terna.it>

12.8. **Withdrawal 撤销**

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.

若客户违反 12 条款中提及的一项或多项义务，Brugg Kabel AG 有权通过书面声明立即解

除与客户任何合同，且无需赔偿。因 Brugg Kabel AG 退出合同而导致的所有损失应由客户承担。

13. Protection of personal data 个人数据保护

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.

Brugg Kabel AG 将在合同关系或合同启动过程中处理客户的某些个人数据。相关处理将遵循欧盟《通用数据保护条例》（GDPR）和相应的国家数据保护法律。接受本 GTC，即视为同意该等数据处理。

All relevant information on data processing is set out in the "Brugg Cables Privacy Policy", which is available at www.bruggcables.com.

所有数据处理相关信息详见 www.bruggcables.com 网站上的“Brugg Cables 隐私政策”。

14. Further provisions 进一步规定

14.1. Involvement of third parties 第三方参与

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

Brugg Kabel 有权不经客户同意委托第三方参与合同的履行。

14.2. Intellectual property rights and retention of title 知识产权与所有权保留

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 或其许可方始终拥有交付产品、服务、说明文件、宣传册、计划、文件及数据载体的所有权利，包括专利、版权及其他知识产权。客户确认知悉上述权利。

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.

Brugg Kabel AG 确认，据其所知，向客户提供的说明文件、宣传册、计划、文件及数据载体不侵犯任何第三方权利。

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.

在客户付清全部款项之前，交付产品仍归 Brugg Kabel AG 所有。客户承诺进行配合并采取保护措施保护该等财产，并授权 Brugg Kabel AG 根据要求在相关登记册中登记保留所有权。

14.3. Partial invalidity 部分无效

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.

若本 GTC 任何条款被有管辖权的仲裁法庭、法院或当局判定无效或失效，其余条款的效力不受影响。双方承诺共同协商，以最接近原条款经济目的的有效条款替换无效条款。

14.4. Applicable law and dispute resolution 适用法律与争议解决

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.

客户与 Brugg Kabel AG 之间的所有法律关系均受瑞士法律管辖。1980 年 4 月 11 日的《维也纳销售公约》不适用。

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.

客户与 Brugg Kabel AG 之间的争议应通过友好协商解决。若未能在六十（60）天内解

决，任何一方可向另一方发出书面通知，将争议提交苏黎世国际商会（ICC），并通过 ICC Case Connect 门户网站进行电子立案，以进行调解。随后，ICC 指定的一（1）名仲裁员应在三（3）个月内作出仲裁裁决，并裁定双方的费用，此程序原则上应以英语通过虚拟方式（视频会议）和数字方式（电子邮件）进行。若争议金额超过一百万瑞士法郎，双方也可协商指定三（3）名仲裁员。仲裁裁决（包括费用裁定）对双方均具有约束力，不可上诉。为执行裁决之目的，可向 Brugg Kabel AG 或客户注册地所在的普通法院申请执行。尽管有此条款，双方仍可随时向普通法院申请临时禁令。

14.5. Original version 初始版本

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 or Chinese version or in an actual dispute.

本 GTC 原始版本以德语书写，如对英语或中文版本的理解存在歧义，或在发生实际争议时，该德语版本将作为解释的依据。