

GENERAL TERMS OF PURCHASE

BRUGG KABEL AG
BRUGG KABEL MANUFACTURING AG
BRUGG KABEL SERVICES AG



1. Scope of application

These General Terms and Conditions of Purchase ('GTP') apply to all legal transactions (offers, contract negotiations, contracts, purchase orders, framework agreements) concerning the purchase and delivery of goods ('delivery items') and services between Brugg Cables (i.e., Brugg Kabel AG, Brugg Kabel Manufacturing AG, or Brugg Kabel Services AG) and its suppliers.

These GTP automatically apply to any legal relationship between Brugg Cables and a supplier, particularly in the context of a purchasing agreement, purchase order, supply contract, unless otherwise agreed between the parties in writing.

Provisions deviating from these GTP are legally binding upon Brugg Cables only if they have been accepted by the parties previously and in writing.

When accepting an order placed by Brugg Cables, the supplier automatically accepts that the sale and delivery of the delivery item(s) and/or service(s) will be governed by these GTP. Any exception to this rule must be made in writing and signed by two authorized Brugg Cables representatives.

Brugg Cables may change the wording of these GTP at any time. For new contracts, the GTP version that is valid at the time of conclusion of the contract shall apply. For existing contracts, Brugg Cables shall inform the supplier in advance and in a suitable form about any GTP amendment (e.g., by letter, email or with a respective remark on the order confirmation).

The amended GTP are deemed to be accepted if the supplier does not object to them within 30 days from the date of such notification, by written notification to Brugg Cables. In the event of an objection, Brugg Cables has the right to terminate the existing contract without any costs or other negative consequence 30 days upon giving written notice to the supplier.

If the supplier, for any purpose including the manufacturing, packaging or delivering of the delivery items, in whole or in part, relies on a

third party (e.g., sub-contractor), it shall require such third party to also fully comply with these GTP.

The supplier's general terms and conditions or any other supplier document with similar contents and purpose under no circumstances apply to the legal relationship between Brugg Cables and the supplier, unless Brugg Cables expressly accepts their application (totally or partially) in writing.

2. Conclusion of an order

A binding agreement between Brugg Cables and a supplier comes into effect only after two authorized representatives of Brugg Cables have duly signed and issued to the supplier a purchase order or any other kind of purchase agreement. In case of doubt,

Brugg Cables' proof of issuing such document to the supplier – by postal or electronic mail or via supplier's website – shall be sufficient to establish the agreement's binding effect.

Upon receiving Brugg Cables' order of delivery item(s) or request for service(s), a supplier shall issue within five working days an order confirmation in writing, unless Brugg Cables has agreed in writing to another procedure.

Electronically transmitted messages such as SMS, WhatsApp messages or similar under no circumstances develop any binding power.

3. Order cancellation

Brugg Cables may cancel any confirmed order, up to that moment in time when the respective order has been fully delivered or performed at the agreed place of delivery or performance (see clause 10).

In case of order cancellation, Brugg Cables shall reimburse the supplier for all costs incurred in connection with the respective order. However, the supplier's right to reimbursement shall exist only to the extent that the supplier is unable to sell otherwise any already produced delivery items. Furthermore, Brugg Cables shall reimburse costs only to the extent that supplier may document them credibly.

Supplier's violation of clauses 18 to 27 may also grant Brugg Cables the right to immediate cancellation of an order, whereas supplier's right to reimbursement shall depend on the gravity of its violation(s) and any resulting negative consequences suffered by Brugg Cables.

4. Supplier's general obligations

The supplier agrees to manufacture, pack and/or deliver the delivery items or services in accordance with Brugg Cables' requirements and specifications as they have been stipulated in the order or underlying purchasing agreement. The supplier may implement technical changes to products or services only upon receipt of Brugg Cables' previous written consent.

The supplier shall deliver all goods and/or services in strict conformity with the specifications, agreed purpose, and contractual requirements. The Supplier warrants that all deliverables shall be (i) free from any defects in design, materials, workmanship, and performance, (ii) of merchantable quality, (iii) fit for the intended and agreed purpose, whether expressly stated or reasonably implied, and (iv) compliant with all applicable laws, regulations, standards, and recognised technical rules. The supplier shall ensure that such compliance is maintained at the time of delivery and throughout the applicable warranty period.

5. Subcontractors

The engagement of subcontractors shall require the prior written consent of Brugg Cables. The supplier shall ensure that all subcontractors are bound by obligations equivalent to those set out in these GTP and shall remain fully liable for the acts and omissions of its subcontractors as for its own. Brugg Cables shall have the right to require the replacement of any subcontractor for justified reasons.

The supplier shall fully indemnify, defend and hold harmless Brugg Cables from and against any and all claims, damages, losses, liabilities, penalties, costs and expenses (including legal fees) arising out of or in connection with any act or omission of its subcontractors or any failure of its subcontractors to comply with applicable laws, contractual obligations or standards.

Brugg Cables shall be entitled to seek full recourse exclusively against the supplier for any such claims, without any obligation to legally pursue the subcontractors or other third parties.

The supplier shall ensure that all obligations of these GTP are imposed on all of its subcontractors. The supplier shall remain fully responsible for the compliance of its subcontractors across the entire supply chain, including all sub-tier levels.

The supplier shall be fully and exclusively responsible for ensuring that all subcontractors, sub-suppliers and any other third parties engaged in the performance of the contract strictly comply with all applicable quality, health, safety and environmental (QHSE) laws, regulations, standards and best industry practices.

The supplier shall assume full responsibility and liability for any QHSE-related act, omission, breach or incident attributable to its subcontractors, as if it were its own, irrespective of any supervision, instruction or control exercised by the supplier.

The supplier shall ensure that all subcontractors are properly trained, qualified, equipped and supervised in accordance with applicable QHSE requirements and shall implement appropriate risk assessment, prevention and mitigation measures across the entire supply chain.

Any breach of QHSE obligations by subcontractors, including accidents, unsafe practices, or violations of applicable regulations, shall be deemed a breach by the supplier. In such cases, the supplier shall be fully liable for all resulting consequences and shall indemnify and hold harmless Brugg Cables against any and all related claims, damages, losses, penalties and costs.

The supplier shall be responsible for the immediate reporting, investigation and remediation of any QHSE incident involving its subcontractors and shall provide full transparency and cooperation to Brugg Cables.

Brugg Cables shall have the right to require the immediate removal or replacement of any subcontractor not complying with QHSE

requirements, without any liability towards the supplier.

The supplier shall ensure that equivalent QHSE obligations are contractually imposed on all subcontractors and enforced throughout all tiers of the supply chain.

6. Business continuity

The supplier shall implement and maintain appropriate business continuity and risk mitigation measures to ensure uninterrupted performance of its contractual obligations. The supplier shall promptly inform Brugg Cables of any actual or potential disruption affecting its supply chain or performance and shall take all reasonable measures to mitigate such risks.

7. Delivery note & packaging material

Supplier's deliveries shall be accompanied by a complete and accurate delivery note. Such delivery note shall, at a minimum, clearly state the purchase order number, item numbers, quantities, detailed description of the goods, delivery date, the ordering entity or contact person, and the sender. Brugg Cables reserves the right to refuse acceptance of, or delay processing of, any delivery not accompanied by a compliant delivery note.

Any packaging material invoiced by the supplier shall be returnable at the invoiced price at Brugg Cables' discretion. The supplier shall, upon request, promptly accept the return of such packaging material and shall bear all costs and risks associated with its return, including transport, handling, and disposal.

8. Delivery date, partial delivery

a) Binding delivery date

All agreed delivery dates shall be fixed and binding. Compliance with the delivery date shall be determined by the timely receipt of the delivery items or services at the agreed place(s) of performance (see also clause 10).

b) Early deliveries

Brugg Cables reserves the right, at its sole discretion, to refuse, return, or store deliveries arriving more than seven (7) calendar days prior to the agreed delivery date. Any costs and risks associated therewith, including storage, transport and handling costs, shall be borne exclusively by the supplier.

c) Delay and remedies

In the event the supplier fails to meet an agreed delivery date, Brugg Cables shall be entitled, irrespective of fault:

- to grant a grace period of five (5) working days and, upon its expiry, withdraw from the contract in whole or in part and claim damages; or
- to maintain the contract and claim damages for delay and/or damages in lieu of performance.

The exercise of any such rights shall not affect Brugg Cables' right to claim further damages, including damages for non-performance, nor its right to demand continued performance where applicable.

d) Liquidated damages for delay

In addition, Brugg Cables may, at its sole discretion, claim liquidated damages for delay in the amount of two percent (2%) of the total contract price (excluding VAT) per commenced week of delay, up to a maximum of ten percent (10%) of the total contract price. The payment of liquidated damages shall not release the supplier from its obligation to perform nor limit Brugg Cables' right to claim further damages.

e) Fixed-date transactions

Where a fixed delivery date has been agreed, Brugg Cables shall be entitled, in the event of non-compliance, to withdraw from the contract in whole or in part, without granting a grace period, and to claim damages, irrespective of fault.

Notwithstanding the foregoing, Brugg Cables may elect in writing, no later than three (3) days prior to the agreed delivery date, to insist on performance and claim damages for delay or non-performance.

f) Postponement

Brugg Cables shall be entitled to postpone agreed delivery dates by written notice given no later than seven (7) calendar days prior to the scheduled delivery date. In such case, the supplier shall reserve the relevant goods for Brugg Cables for a period of up to six (6) months at no additional cost. Clause 13 (Invoicing) shall remain unaffected.

g) Partial deliveries

Partial deliveries shall require the prior written consent of Brugg Cables. Brugg Cables may refuse acceptance of any unauthorised partial delivery.

The supplier shall bear all additional costs arising from partial deliveries, in particular transport and handling costs. Any agreed partial deliveries must be clearly identified as such in the delivery documentation.

9. Force majeure

If the supplier is temporarily prevented from performing its contractual obligations due to an event of force majeure, the affected obligations shall be suspended for the duration of such event, provided that the supplier satisfies its notification and mitigation obligations as set out below.

Force majeure shall mean any event beyond the reasonable control of the affected party which could not have been prevented or avoided by the exercise of reasonable diligence, including, but not limited to:

- natural disasters such as earthquakes, floods, storms, lightning or fire;
- acts of war (declared or undeclared), armed conflict, terrorism, sabotage or civil unrest;
- epidemics, pandemics, widespread illness or officially declared public health emergencies;
- strikes, lockouts or other industrial disputes not limited to the workforce of the supplier;
- governmental acts or omissions, including embargoes, export or import restrictions, sanctions, expropriation, or changes in applicable law;
- disruptions of transport, energy supply, telecommunications or essential infrastructure beyond the supplier's control;
- shortages of raw materials or energy, provided that such shortages are not attributable to the supplier's procurement arrangements.

Excluded from force majeure are events that fall within the supplier's sphere of control or risk, including internal labour disputes, lack of personnel, production breakdowns, or supply chain failures of subcontractors, unless caused by an independent force majeure event as defined above.

The supplier shall notify Brugg Cables in writing without undue delay, and in any event within five (5) calendar days of becoming aware of the force majeure event, providing detailed information on its nature, expected duration, and the measures taken to mitigate its effects. The supplier shall use all reasonable efforts to minimise the impact of the force majeure event and to resume performance as soon as reasonably possible.

If the force majeure event persists for more than three (3) weeks, Brugg Cables shall be entitled, at its sole discretion, to withdraw from the contract in whole or in part without liability. The supplier shall only have a corresponding right of withdrawal if it has fully complied with its notification and mitigation obligations.

Withdrawal under this clause shall not give rise to claims for damages. However, any rights accrued prior to the occurrence of the force majeure event shall remain unaffected.

10. Place of performance, transfer of use and risks

The place of performance for all deliveries and services shall be exclusively the delivery address specified in the relevant purchase order. Delivery shall be executed strictly in compliance with the terms, delivery conditions and Incoterms (if any) specified in the purchase order.

Unless expressly agreed otherwise in writing, all deliveries of goods shall be made DDP (Delivered Duty Paid, Incoterms 2020) to the place of performance, including proper packaging, transport, insurance, customs clearance and all associated costs and risks borne by the supplier.

The transfer of use, benefit and risk shall occur only upon (i) complete, timely and conforming delivery of the delivery items and (ii) their physical handover to and acceptance by Brugg Cables at the place of performance.

Any delivery prior to, at, or after the agreed delivery date, as well as any partial, defective, or non-conforming delivery, shall not trigger any transfer of use or risk. In such cases, all risks shall remain entirely with the supplier, unless Brugg Cables explicitly and in writing agrees otherwise.

The supplier shall bear all risks of loss of or damage to the delivery items until proper transfer of risk in accordance with this clause, including during transport, unloading, interim storage and handling at the place of performance, unless such storage is expressly accepted in writing by Brugg Cables.

If Brugg Cables refuses acceptance due to defects, delays, missing documentation or non-compliance with contractual requirements, the transfer of use and risk shall be deemed not to have occurred, and any return transport, storage and related costs shall be borne by the supplier.

Title to the delivery items shall pass to Brugg Cables at the latest upon transfer of risk; however, where payment is executed prior to delivery, title shall pass proportionally upon payment, without affecting the supplier's full risk responsibility until proper delivery and acceptance.

11. Proof of origin

For all cross-border transactions, the supplier shall provide, together with each delivery, all documents and evidence required to establish preferential and non-preferential origin in accordance with applicable customs and trade regulations, including, but not limited to, movement certificates (e.g. EUR.1), origin declarations on invoices and any other required supporting documentation.

For deliveries within Switzerland, the supplier shall additionally provide a valid supplier's declaration of origin in accordance with applicable Swiss and EU regulations.

All such documents must be complete, accurate, valid, duly executed and fully compliant with all applicable legal and administrative requirements in the country of export, transit and destination. The supplier shall ensure that the documentation is provided in a timely manner and in the form required by Brugg Cables or the competent authorities.

The supplier shall bear all costs, expenses and charges associated with the issuance, correction, replacement or subsequent provision of any proof of origin or related documentation.

The supplier warrants, independently of fault, the correctness, completeness and ongoing validity of all origin-related information and documentation. The supplier shall remain responsible for such information even where it originates from subcontractors or upstream suppliers.

The supplier shall, upon request, promptly provide all additional information, certificates and supporting evidence required by Brugg Cables or the competent authorities and shall grant Brugg Cables the right to audit and verify the origin of the delivery items, including access to relevant records and supply chain information.

If preferential origin is not granted or is withdrawn, in whole or in part, due to missing, incorrect, incomplete or invalid proof of origin or underlying information, the supplier shall, irrespective of fault, fully indemnify and hold harmless Brugg Cables and its customers from and against any and all losses, damages and expenses incurred, including, but not limited to:

- (i) customs duties, taxes and levies,
- (ii) penalties, fines and administrative charges,
- (iii) additional logistics and handling costs,
- (iv) costs of corrective measures, re-import or re-export,
- (v) internal and external administrative costs.

This indemnification obligation shall apply regardless of whether the defect in the proof of origin becomes apparent before or after importation or resale, and shall survive termination, completion or expiration of the contract.

12. Prices

The contractually agreed prices are fixed, firm and not subject to adjustment, and shall be understood as net prices plus applicable VAT. Unless expressly agreed otherwise in writing, the agreed prices constitute full and final compensation for all obligations of the supplier under the applicable contract.

The agreed prices include, without limitation, all costs, charges and expenses incurred by the supplier in connection with the performance of its obligations, including but not limited to:

- a) costs of production, procurement and processing;
- b) packaging (including export packaging), labelling and documentation;
- c) transport, carriage and freight charges;
- d) insurance (including transport insurance);

- e) loading, handling and delivery;
- f) export and import duties, customs clearance, taxes, levies and other public charges; and
- g) all costs relating to the importation of the delivery items into the country of destination and delivery to the agreed place of performance.

The supplier shall not be entitled to any additional remuneration, surcharges, claims for reimbursement or price adjustments of any kind, unless such costs have been expressly and unambiguously agreed in advance in the relevant purchase order as payable by Brugg Cables.

Unless explicitly agreed otherwise in writing, all deliveries shall be made on a Delivered Duty Paid (DDP) basis (Incoterms 2020) to the place of performance specified in the purchase order. The supplier shall bear all risks and costs associated with DDP delivery, including in particular all customs clearance obligations, duties, taxes, and import formalities.

Any deviation from the agreed pricing structure or Incoterm shall require the prior written approval of Brugg Cables and shall be expressly reflected in the purchase order. In the absence of such agreement, the provisions of this Clause 12 shall prevail.

Price adjustments based on currency fluctuations, changes in raw material costs, labour costs or other economic factors are expressly excluded unless expressly agreed upon in writing.

13. Invoicing

Invoices must be issued in a proper and verifiable form and shall, at a minimum, include the purchase order number, item references, quantities, agreed prices, and the date of dispatch of the delivery items. Invoices that do not meet these requirements shall be deemed non-compliant and may be rejected by Brugg Cables.

Invoices must be submitted separately and without delay after dispatch of the delivery items or completion of the services. The submission of an invoice shall not entitle the supplier to any payment unless the delivery or service has been duly performed in full compliance with the contractual requirements.

Unless expressly agreed otherwise in writing, payment shall be due within ninety (90) days following (i) proper, complete and conforming delivery to the agreed place of performance and (ii) receipt of a correct and verifiable invoice. The payment period shall not commence before both conditions are fulfilled.

Compliance with the payment term shall be determined solely by the date on which Brugg Cables issues the payment instruction to its bank.

Any deviating payment terms or conditions shall be valid only if expressly set out in Brugg Cables'

purchase order. General terms and conditions of the supplier shall not apply.

Any payment made by Brugg Cables shall not constitute acceptance of the delivery or a waiver of any rights, in particular with regard to defects, delays, incomplete delivery or other contractual non-compliance.

Brugg Cables shall be entitled, without limitation, to withhold or suspend payments in whole or in part if the supplier has not duly fulfilled its contractual obligations, including in cases of defective, delayed or incomplete delivery.

The supplier may only set off counterclaims that are undisputed or have been finally adjudicated by a competent court. Any right of retention, lien or similar right of the supplier is expressly excluded.

Brugg Cables shall be entitled to set off any of its claims against claims of the supplier without restriction.

14. Warranty

The supplier warrants that all delivery items and services fully comply with the contractual specifications and agreed purpose, are free from defects in design, material and workmanship, and conform to all applicable laws, regulations and recognised technical standards.

In the event of any defect or non-conformity, Brugg Cables shall be entitled, at its sole discretion and without prejudice to any other rights, to demand:

- a) rectification of the defect (repair);
- b) replacement delivery; or
- c) re-performance of the service(s).

The supplier shall bear all costs and expenses associated with supplementary performance, including but not limited to transport, dismantling, reinstallation, labour, material and ancillary costs.

Supplementary performance must be carried out without delay and within a reasonable period specified by Brugg Cables. In urgent cases or where the supplier fails to remedy the defect within the specified period, Brugg Cables shall be entitled, without prior notice, to remedy the defect itself or have it remedied by a third party at the supplier's cost and risk.

Brugg Cables shall not be obliged to grant more than one opportunity for supplementary performance. However, granting such opportunity shall not constitute a waiver of any rights. Supplementary performance shall be deemed to have failed if it is unsuccessful, delayed, or deemed unreasonable by Brugg Cables.

If supplementary performance fails, is refused, is not carried out in due time, or is deemed unreasonable by Brugg Cables, Brugg Cables may, at its sole discretion and without prejudice to any other rights:

- a) reduce the price (abatement);
- b) withdraw from the contract in whole or in part; and/or

c) claim damages.

The rights of Brugg Cables under this clause shall apply irrespective of fault on the part of the supplier. Any limitation of liability of the supplier shall not apply to claims based on defects unless expressly agreed otherwise in writing.

The warranty period shall be sixty (60) months from the date of proper and complete delivery to or performance at the agreed place of performance, unless otherwise agreed. For repaired or replaced items, the warranty period shall recommence in full from the date of successful completion of the supplementary performance.

Any defect may be notified at any time during the warranty period. Brugg Cables shall have no obligation to inspect the delivery items upon receipt or to give immediate notice of defects. Art. 201ff. Swiss Code of Obligations (or equivalent provisions) are expressly excluded to the extent permitted by law.

Claims for defects shall not be affected by any payment, acceptance, or approval, nor by any failure of Brugg Cables to inspect or notify defects.

The limitation period shall not apply in cases of wilful misconduct or fraudulent concealment of defects; statutory limitation periods shall apply in such cases.

All further statutory and contractual rights of Brugg Cables remain expressly reserved and unaffected.

15. Liability

The supplier shall be liable in accordance with statutory provisions. Any limitation or exclusion of the supplier's liability shall be excluded unless expressly agreed in writing by Brugg Cables. Supplier's liability shall in no event be limited or excluded for damages resulting from personal injury, wilful misconduct or gross negligence, or for claims relating to product liability, intellectual property infringement, breach of confidentiality, data protection violations, or breach of origin and trade compliance obligations.

16. Insurance

The supplier shall maintain, at its own expense and with reputable insurers, adequate insurance coverage commensurate with the risks arising from the contractual relationship, including in particular product liability, general liability, and, where applicable, professional indemnity and cyber liability insurance. The supplier shall ensure that such coverage is maintained throughout the duration of the contractual relationship and for a reasonable period thereafter, and shall, upon request, provide evidence of such insurance and its continued validity. Such insurance shall in no way limit the supplier's liability under clause 15.

17. Selling ordered goods

The supplier shall not, without the prior express written consent of Brugg Cables, sell, market, distribute or otherwise dispose of any delivery items that (i) were ordered by Brugg Cables but not delivered, (ii) were rejected or not accepted by Brugg Cables, or (iii) were manufactured specifically or exclusively for Brugg Cables, including any production surpluses. This prohibition applies in particular to delivery items bearing the name "Brugg Cables", any company logo, branding elements, slogans or other identifying marks, and extends to any use that could create the impression of an association with Brugg Cables.

Each individual act of non-compliance shall constitute a separate breach. In the event of any breach of this obligation, the supplier shall pay a contractual penalty equal to three (3) times the agreed price of the respective delivery items, but in any case not less than CHF 100,000 per breach. The payment of such contractual penalty shall not release the supplier from its obligations and shall not affect the right of Brugg Cables to claim full compensation for any damages suffered. The contractual penalty shall be set off against any damages only to the extent permitted by law.

The supplier shall, irrespective of fault, fully indemnify and hold harmless Brugg Cables, its affiliates and their respective officers, employees and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, costs and expenses (including legal fees) arising out of or in connection with any breach of this clause or any defect or non-compliance of the delivery items, including but not limited to third-party claims, product liability claims, regulatory violations or reputational damage, to the extent arising within the supplier's sphere of control and organisational responsibility.

The supplier shall further reimburse Brugg Cables, upon first demand, for all costs incurred in connection with such events, including but not limited to costs of investigation, recall, replacement, removal, legal proceedings and settlements, irrespective of fault.

18. Confidentiality

The supplier undertakes to treat as confidential and as trade secrets all information relating to the business relationship with Brugg Cables, including in particular all commercial, technical and organisational details, all findings and results arising from the cooperation, as well as all information and materials provided by Brugg Cables in any form, whether written, electronic or otherwise, including but not limited to technical documents, drawings, plans, specifications, data and other materials.

The supplier shall use such information exclusively for the purpose of performing its contractual obligations towards Brugg Cables and for no other purpose. Any disclosure to third parties is prohibited unless expressly authorised in writing by Brugg Cables and

limited to what is strictly necessary for contract performance.

The supplier shall not copy, reproduce, modify or otherwise use documents or information provided by Brugg Cables except to the extent strictly required for the execution of the contract. All copies permitted in this context shall remain subject to this confidentiality obligation.

The supplier shall be liable for all damages resulting from any breach of this clause, irrespective of fault, and acknowledges that any breach may cause irreparable harm to Brugg Cables. Brugg Cables shall be entitled to seek injunctive or other equitable relief in addition to any other available remedies.

The obligations under this clause shall survive termination or completion of the contractual relationship for an unlimited period of time, as long as the relevant information has not entered the public domain through lawful means.

19. Intellectual property

All documents, materials and other items provided by or on behalf of Brugg Cables, including any copies thereof, shall remain the property of Brugg Cables and shall be returned immediately upon request at any time, or without request at the latest upon termination or completion of the contractual relationship. The supplier shall have no right of retention, lien or any other right to withhold such items or information.

The use of the name "Brugg Cables", as well as any trademarks, logos, references or other identifying elements, for advertising, reference or marketing purposes shall require Brugg Cables' prior express written consent.

Insofar as any intellectual property rights, including but not limited to copyrights, design rights, patents, know-how and other industrial or intellectual property rights, arise, are created or are acquired by the supplier in connection with delivery items that are manufactured, packaged and/or delivered specifically or exclusively for Brugg Cables, such rights shall automatically and irrevocably vest in and be transferred to Brugg Cables in full, on an exclusive basis, free of charge, with effect upon creation. The transfer shall be worldwide, perpetual and without limitation as to content, territory or time, and shall include the right to use, exploit, modify, further develop, reproduce, distribute, sublicense and transfer such rights. To the extent a transfer is not legally possible, the supplier hereby grants Brugg Cables an irrevocable, exclusive, transferable, sublicensable, royalty-free and fully paid-up licence to such rights with the same scope.

The supplier shall ensure that all necessary assignments or licences from its employees, subcontractors and other third parties are obtained so that Brugg Cables acquires the rights as set out above without restriction. Upon request, the supplier

shall provide evidence of such assignments and shall take all further actions required to secure, maintain or enforce such rights for the benefit of Brugg Cables.

The supplier warrants that the delivery items, including their manufacture, delivery and intended use, do not infringe any intellectual property or other rights of third parties and are free from any encumbrances, licences or claims that would restrict or impair their use for the contractually agreed purpose.

In the event that any third party asserts or threatens to assert such claims, the supplier shall, at its own expense and at Brugg Cables' discretion, without delay (i) procure for Brugg Cables the unrestricted right to use the delivery items, (ii) modify the delivery items so that they become non-infringing without impairing their functionality, or (iii) replace them with equivalent non-infringing delivery items. If none of these measures is reasonably achievable, Brugg Cables shall be entitled to withdraw from the contract and recover all amounts paid.

The supplier shall, irrespective of fault, fully indemnify and hold harmless Brugg Cables, its affiliates and their respective officers, employees and agents from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any actual or alleged infringement of third-party rights in connection with the delivery items or their use. This includes, without limitation, costs of legal defence, settlements, damages awards, recall, replacement and business interruption.

The supplier shall reimburse Brugg Cables, upon first demand, for all costs and expenses incurred in connection with such claims or measures, irrespective of fault.

All further statutory and contractual rights of Brugg Cables shall remain expressly reserved and unaffected.

20. Data protection

The supplier shall fully comply with all applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR), in its capacity as controller and/or processor in connection with any legal relationship with Brugg Cables.

The supplier shall ensure that any processing of personal data is lawful, transparent and limited to what is necessary for the fulfilment of the contractual relationship with Brugg Cables. The supplier shall collect, process, use, disclose and otherwise handle personal data exclusively for the purposes of performing its contractual obligations towards Brugg Cables and strictly in accordance with documented instructions of Brugg Cables where applicable. The supplier shall not process personal data for its own purposes or for the purposes of any third party. Any transfer or disclosure of personal data to third parties, including affiliates and subcontractors, shall require

the prior written consent of Brugg Cables and shall be subject to appropriate contractual safeguards ensuring full legal and GDPR compliance.

Where the supplier processes personal data on behalf of Brugg Cables, the supplier shall, prior to commencing any such processing, enter into a data processing agreement with Brugg Cables in accordance with Article 28 GDPR, and shall comply with all obligations arising therefrom. The supplier shall ensure that all sub-processors are engaged only with the prior written approval of Brugg Cables and are bound by equivalent data protection obligations.

The supplier shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. Such measures shall at all times meet or exceed the requirements of applicable data protection laws and reflect the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing.

The supplier shall ensure that all persons authorised to process personal data are adequately trained in data protection and are bound by strict confidentiality obligations that continue beyond the termination of their engagement. The supplier shall restrict access to personal data strictly on a need-to-know basis.

The supplier shall promptly inform Brugg Cables of any actual or suspected personal or other data breach and shall fully cooperate with Brugg Cables in investigating, mitigating and remedying such breach, including fulfilling any notification obligations towards supervisory authorities or data subjects.

The supplier shall process and store personal data only for as long as necessary to fulfil the contractual purposes and shall delete or securely return all personal data, including all copies, upon completion of the contractual relationship, unless and to the extent that further storage is required by mandatory statutory retention obligations.

Upon request, the supplier shall provide Brugg Cables with all information and documentation necessary to demonstrate compliance with applicable data protection requirements, including evidence of its data protection policies, procedures and technical and organisational measures, and shall allow for and contribute to audits and inspections by Brugg Cables or its designated auditors.

21. Cybersecurity

The supplier shall implement, maintain and continuously update appropriate technical and organisational measures to ensure a level of cybersecurity protection commensurate with the risks arising from the contractual relationship and the nature of the delivery items or services.

Such measures shall include, at a minimum, protection against unauthorised access, cyberattacks,

malware, ransomware, data breaches and any other form of IT or network compromise, and shall reflect the state of the art, industry best practices and applicable cybersecurity standards.

The supplier shall ensure the security, integrity, availability and confidentiality of all systems, networks, software and data used in connection with the performance of the contract, including those of its subcontractors and sub-suppliers.

The supplier shall promptly, and in any event without undue delay, notify Brugg Cables in writing of any actual or suspected cybersecurity incident, cyberattack, data breach or other security event that may affect or compromise:

- (i) the performance of the contract,
- (ii) Brugg Cables' systems, data or operations, or
- (iii) the supply chain.

The supplier shall take all necessary measures to mitigate, contain and remedy such incidents and shall fully cooperate with Brugg Cables in investigating their causes, consequences and remediation, including providing all relevant information and access as required.

The supplier shall ensure that equivalent cybersecurity obligations are contractually imposed on all subcontractors and enforced throughout all levels of the supply chain.

Any breach of this clause shall constitute a material breach of contract and shall entitle Brugg Cables to all contractual and statutory remedies, including termination and indemnification.

22. Anti-corruption

Brugg Cables has agreed to refrain from extortion, bribery or similar unlawful, unethical or fraudulent activities in any business relationship.

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

The supplier agrees to comply with all applicable laws and regulations, in particular the US Foreign Corrupt Practices Act, the UK Bribery Act and the various penal law provisions of EU countries and Switzerland.

23. Social responsibility and environmental protection

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

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

Specifically, the supplier must ensure, on behalf of its company, that the delivery items are or have been produced or processed without exploitative child labour within the meaning of ILO Convention No. 182 and without breach of obligations arising from the implementation of the ILO Convention or other applicable national or international provisions aimed at eliminating exploitative child labour.

In addition, the supplier shall ensure that its company, its suppliers and their subcontractors have actively taken effective measures to exclude exploitative child labour within the meaning of ILO Convention No. 182 in the context of manufacturing or processing the delivery items. The supplier must subject its sub-suppliers and their subcontractors to the appropriate obligations and implement the appropriate measures to monitor their compliance.

Brugg Cables shall have the right to review and audit the content of the corresponding agreements and measures.

24. Material Compliance (REACH, RoHS and Responsible Sourcing)

The supplier shall ensure that all delivery items fully comply with all applicable chemical, environmental and product-related regulations, including but not limited to:

- Regulation (EC) No 1907/2006 (REACH);
- Directive 2011/65/EU (RoHS) and its amendments;
- Regulation (EU) No 821/2017 (EU Conflict Minerals Regulation);
- Regulation (EU) No 833/2014 (EU Regulation regarding Russian Iron and steel);
- Section 1502 of the Dodd-Frank Act (USA);
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals.

The supplier shall in particular:

- a) ensure that no substances of very high concern (SVHC) as defined under REACH are present in delivery items above the applicable threshold limits unless explicitly declared;
- b) provide complete, accurate and up-to-date material declarations and compliance documentation upon request, including but not limited to substance declarations and regulatory compliance statements;
- c) immediately inform Brugg Cables of any changes in the composition, manufacturing process, or regulatory status of the delivery items that may affect compliance;
- d) ensure full compliance with all restrictions on hazardous substances under RoHS and any equivalent or successor regulations;
- e) establish and maintain a risk-based due diligence system for responsible sourcing of minerals, including tin, tungsten, tantalum and gold (3TG), including materials originating from conflict-affected and high-risk areas (CAHRAs), such as the Democratic Republic of Congo and adjoining countries;
- f) ensure traceability of relevant materials within its supply chain and, upon request, provide complete and up-to-date Conflict Minerals Reporting Templates (CMRT) or equivalent documentation;
- g) identify smelters and refiners and ensure that they are compliant with recognised responsible sourcing standards (e.g. Responsible Minerals Initiative);
- h) ensure that materials do not directly or indirectly contribute to conflict, human rights abuses or unethical practices;
- i) cascade all obligations under this clause to its subcontractors, sub-suppliers and all upstream supply chain levels.

For the purpose of this clause, conflict-affected minerals include, among others, columbite-tantalite (coltan), cassiterite, gold and wolframite, and their derivatives.

The supplier shall promptly inform Brugg Cables of any identified risks or non-compliance and shall implement appropriate mitigation measures without undue delay.

The supplier shall be fully liable for any breach of this clause and shall indemnify and hold harmless Brugg Cables against any and all damages, losses, penalties, claims or regulatory consequences arising from or in connection with such non-compliance.

25. Trade compliance

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

Before and after delivery, the supplier guarantees that all documents provided by them or their representatives confirm that neither the origin of the product nor the product itself nor the entire upstream supply chain of the product violate any applicable trade restrictions.

Upon receipt of Brugg Cables' order, the supplier agrees to provide accurate country of origin and export classification data (dual-use, EAR, etc.), to assist with export filings if needed, and to notify Brugg Cables of any applicable re-export restrictions.

The supplier acknowledges that contracts with Brugg Cables may contain further trade restriction clauses that take precedence over these general provisions. In addition, the supplier grants Brugg Cables the right to withdraw from contracts in accordance with clause 30 as soon as it is known that goods, services, the supplier itself or its business partners have been subject to trade restrictions.

26. International sanctions

Each Party, in its name and in the name and on behalf of its directors, officers and employees hereby represents and guarantees:

- (i) not to be subject, directly or indirectly, to any "International Sanctions" (as defined below) and not to conduct any business, transactions or activities (a) subject to International Sanctions or (b) with or involving, directly or indirectly, any "Embargoed Jurisdiction" (as defined below) or an entity or a person subject to International Sanctions;
- (ii) that is not located in, organized, resident in nor operating from any Embargoed Jurisdiction.

"Embargoed Jurisdiction" means any country or territory that, at the date of contractual agreement, is subject to comprehensive country- or territory-wide "International Sanctions" (as defined below), which create a general, export, import, financial or investment embargo.

"International Sanctions" means any laws, regulations, decrees, orders or other restrictive measures concerning any trade, economic or financial sanction, embargo or restriction as adopted, issued, administered, implemented or imposed from time to time by or in: (a) the Security Council of the United Nations; (b) the United States of America; (c) the European Union; (d) any Member State of the European Union; (e) the United Kingdom; or (f) any bodies, agencies or authorities owned by or acting on

behalf of any of the jurisdictions/entities referred to above, (a) to (e).

The supplier undertakes, for the entire duration of the agreement, to confirm the representations and guarantees under the points above and to comply, in the conduct of its business, with the International Sanctions applicable to it.

The supplier expressly accept that Brugg Cables may withdraw from the agreement if: a) the object of the agreement becomes subject to International Sanctions, and/or b) the supplier can no longer confirm the declarations and/or comply with the undertakings referred to in the paragraph above.

In the event that the representations and guarantees and/or the undertakings pursuant to paragraphs above respectively are, in whole or in part, false or have been breached by the supplier:

- (i) Brugg Cables shall be entitled to terminate the agreement immediately, without prejudice to the right to compensation for any loss/damage/cost/expense; and
- (ii) the supplier, which has violated its obligations, shall in any event be obliged to indemnify and hold Brugg Cables harmless against any negative consequence and/or damage claim, even if of a compensatory nature, that any third party may bring or threaten against Brugg Cables.

27. Code of Conduct and whistleblowing channel

The supplier acknowledges that Brugg Cables, a subsidiary of Terna, adheres to Terna's Ethical Code. Brugg Cables expects its suppliers to comply with the provisions of Terna's Ethical Code, as well as with those of its own Supplier Code of Conduct, in particular the prohibitions of corruption, bribery, unfair competition, child labour, forced labour and any form of discrimination. Both codes can be found on Brugg Cables' website (www.bruggcables.com).

The supplier further acknowledges that Brugg Cables 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.

Reports of violations of Terna's Ethical Code, Brugg Cables' Supplier Code of Conduct or any other applicable law or regulation can be submitted by anyone via the following whistleblower channels:

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

28. Audit rights

Brugg Cables shall be entitled, upon reasonable notice, to audit and verify the supplier's compliance with its contractual and legal obligations, including but not limited to technical, QHSE, social, trade

compliance, and data protection requirements. The supplier shall grant access to relevant premises, records and personnel and shall ensure that corresponding rights are granted with respect to its subcontractors.

29. Termination for convenience

Brugg Cables may terminate any contractual relationship with the supplier, in whole or in part, at any time for convenience upon written notice. The supplier shall be entitled to reimbursement of demonstrable and unavoidable costs only, which have incurred directly and up to the effective date of contract termination.

Brugg Cables may further terminate the contractual relationship with immediate effect if the supplier's financial situation materially deteriorates, insolvency proceedings are initiated, or a change of control occurs that may affect the supplier's ability to perform.

30. Withdrawal

If the supplier violates one or more of the obligations listed in clauses 18 to 27 of these GTP, Brugg Cables shall have the right to withdraw from any contracts with the supplier with immediate effect, by means of a written declaration and without duty to compensate. Any damages incurred as a result of Brugg Cables' withdrawal shall be borne by the supplier.

31. Partial invalidity

Should any provision of these GTP 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.

32. Applicable law, dispute resolution

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

Disputes between the supplier and Brugg Cables 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 exceeds one (1) million Swiss francs, the parties may also agree on three (3) arbitrators. The arbitration award, including the decision about 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 Cables or the supplier may be called upon. Notwithstanding this clause, the parties at any time may apply to an ordinary court for interim injunctions.

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