

## General Terms and Conditions of Business and Delivery

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### 1. General provisions and scope of application

These “General Terms and Conditions of Business and Delivery” as amended from time to time (hereinafter the “GTC”) are binding for all legal relationships between the Swiss company BRUGG Rohrsystem AG, headquartered in Böttstein/Aargau (hereinafter “BRUGG Pipes”) and its business partners (hereinafter “Customers”) regarding the sale and delivery of products and works (hereinafter “Deliveries”) and the rendering of pure services with no tangible character (hereinafter “Services”).

Any terms and conditions and/or contractual documents of the customer which deviate from these GTC shall only be applicable, regardless of whether they are used or not, if expressly agreed to by BRUGG Pipes in writing. Terms and conditions and/or contractual documents not expressly agreed to by BRUGG Pipes in writing shall be invalid.

### 2. Offers – offer documents

All orders or declarations by the (potential) customer which express the intention to receive deliveries and services from BRUGG Pipes (hereinafter “Orders”) shall be considered offers to conclude a contract.

BRUGG Pipes has the right but not the obligation to accept orders within two weeks of receipt of the order by BRUGG Pipes.

Against this, and unless expressly specified otherwise in the applicable document, all offers, price lists, product descriptions, brochures, plans and similar provided by BRUGG Pipes (“Offers”) are non-binding and can be amended or revoked at any time. Specifications in technical documents are only binding if expressly guaranteed.

BRUGG Pipes reserves all rights to the plans and technical documents it issues. The (potential) customer recognises these rights and shall not make the documents available to third parties in whole or in part without the prior written authorisation of BRUGG Pipes, nor use them for any other purpose than that for which they have been issued.

### 3. Conclusion of contract

Agreements and legally relevant declarations between BRUGG Pipes and its customers must be made in writing, unless the GTC provide otherwise below. Declarations in text form, transmitted by electronic media, and physical documents with an electronic signature (e.g. via Adobe Sign, DocuSign) are considered equal to those in writing. The sender is obliged to provide proof that electronically transmitted declarations have been received by the recipient.

The contract is concluded on the issuance of the written order confirmation by BRUGG Pipes (hereinafter “Order Confirmation”), the signing of a written contract or the fulfilment of the order by BRUGG Pipes.

Any requests for changes or any discrepancies must be communicated to BRUGG Pipes in writing within two working days of receipt of the order confirmation. If no order confirmation is issued, the content of the contract shall be based on the BRUGG Pipes Offer and/or the written contract signed by BRUGG Pipes. On expiry of this two-day deadline, the content of the contract shall be deemed to have been approved and changes shall only be possible with the written consent of BRUGG Pipes and with the customer bearing full responsibility for extra costs and compensation.

### 4. Prices and price adjustment

Unless otherwise agreed in writing, all prices are net (excl. VAT) ex works, excluding packaging and any deductions. If procurement costs increase during order processing (in particular due to provable increases in purchase prices or currency fluctuations), BRUGG Pipes shall be entitled to charge the corresponding additional cost to the customer.

All ancillary costs such as freight, insurance, export, transit, import and other permits as well as certifications shall be fully borne by the customer. Likewise, the customer shall bear the cost of all taxes, charges, fees, customs and similar levied with respect to the deliveries and Services to be delivered, or the customer shall reimburse these expenses to BRUGG Pipes against appropriate proof.

BRUGG Pipes shall also be entitled to carry out price adjustments if the scope of the deliveries or services is subsequently altered or if additional expenses are incurred for reasons for which BRUGG Pipes is not responsible.

Deduction of a discount requires a special written agreement; if this is not the case, it is excluded.

### 5. Terms of payment

Unless otherwise agreed, BRUGG Pipes' invoices shall be due for payment immediately and payable without deduction no later than 14 days after the invoice date. The payment obligation is deemed to have been fulfilled when the amount owed has been credited to the account stated on the invoice and is fully at the disposal of BRUGG Pipes.

Payments may not be withheld, offset or reduced due to complaints or counterclaims by the customer (exclusion of the right of offset).

Payment deadlines shall also be complied with if transport, delivery, assembly or acceptance of Deliveries or the provision of the service is delayed or rendered impossible for reasons for which BRUGG Pipes is not responsible.

If the customer fails to meet the agreed payment deadlines, he shall pay default interest of 6% p.a. from the 14th day after the invoice date without a reminder. BRUGG Pipes reserves the right to claim compensation for further damages.

### 6. Scope of Deliveries and Services

The Deliveries and Services of BRUGG Pipes are set out in full in the order confirmation and any appendices to this, the BRUGG Pipes Offer or in the written contract signed by BRUGG Pipes.

Services may include, in particular, troubleshooting, the elimination of faults, the analysis and monitoring of product installation or the regular inspection of delivered products. Such services are not included in the purchase price and will be invoiced additionally, separately and in accordance with the conditions applicable at the time the order is placed. It may occur that BRUGG Pipes' employees do not provide the services physically on site, but in whole or in part online from another location. The agreed remuneration shall remain unaffected by this.

Deliveries within Switzerland shall be "Delivered at Place Unloaded" (DPU) in accordance with Incoterms 2023; in this case, delivery shall be made to the location in Switzerland agreed between BRUGG Pipes and the customer (hereinafter "Destination"). Deliveries to a country other than Switzerland shall be made "Free Carrier" (FCA) in accordance with Incoterms 2023 to the destination agreed between BRUGG Pipes and the customer.

If the customer has special requirements for insurance, delivery or transportation that deviate from the standard, these must be communicated to BRUGG Pipes when the Orders are placed. The customer shall bear all costs resulting from this.

### 7. Delivery dates and deadlines

The stated delivery dates and deadlines are non-binding. In particular, no liability shall be assumed for delays caused by unforeseen events, lack of readiness to deliver on the part of BRUGG Pipes' suppliers, force majeure, mobilisation, war, civil unrest, raw materials shortages, operational disruption, production rejects, strikes, transport delays or other events for which BRUGG Pipes is not responsible. The customer shall not be entitled to any claims against BRUGG Pipes for non-delivery or delayed delivery of goods. In particular, the customer shall have no claim to compensation or termination of contract due to late or non-delivery of ordered goods.

For express deliveries (delivery of warehoused goods within 24 hours or customised products within 72 hours) or expressly requested fixed delivery dates, BRUGG Pipes shall levy a surcharge of 20% of the agreed price for the deliveries concerned. This can also be levied if delivery dates are brought forward due to customer requests.

### 8. Transfer of risk, packaging costs, returns

Benefits and risks shall be transferred to the customer at the latest upon dispatch of the Delivery ex works. This shall also apply if the delivery is made carriage paid, DPU, FCA or under similar clauses or including assembly or if the transport is organised and managed by BRUGG Pipes. The transfer of benefits and risks shall take place regardless of the time of transfer of ownership.

As an exception, and only in the case of standard and normal parts as per the catalogue, BRUGG Pipes may take back deliveries that are in their original packaging, complete, undamaged, dry and clean. However, this shall only apply subject to the express written consent of BRUGG Pipes and subject to a deduction of 25% of the value of the goods and all costs associated with the delivery and return. Special conditions apply to the return of packaging.

### 9. Handling of reels

Steel reels (including straps and wooden casing) and plastic reels (hereinafter collectively referred to as "Reels") shall remain the property of BRUGG Pipes and shall only be provided to the customer on loan. Reels shall be returned to BRUGG Pipes without delay once empty, but at the latest within 6 months of receipt of the Reels, in good condition and at the expense of the customer.

BRUGG Pipes reserves the right to invoice the customer for the purchase price of Reels not returned within 6 months or returned in a damaged condition. Reels not returned shall remain the property of BRUGG Pipes up to complete payment of the purchase price. BRUGG Pipes excludes all warranties and liability in relation to such reels.

Single-use reels will be charged to the customer. BRUGG Pipes does not accept returns of single-use reels.

For reels owned by third parties, their general terms and conditions apply.

### 10. Warranty

BRUGG Pipes warrants for deliveries only that at the time of dispatch they do not exhibit any significant defects with regard to material or workmanship which make their proper use impossible. Any further warranty is expressly excluded unless specified otherwise in the order confirmation or in the contract

The customer shall inspect the deliveries immediately upon arrival and notify BRUGG Pipes of any defects within 10 days of receipt of the Deliveries at the Destination by sending a registered letter or email to BRUGG Pipes. For hidden defects, a notification period of 10 days from discovery of the defect shall apply.

If the complaint relates to transport damage or shortfalls, these must be noted in writing on the delivery note. If delivery is made by post or rail, the deliveries must also be inspected immediately upon receipt and, in case of complaints, a factual report must be made to the post office or railway company on the same day.

Once complaints for defects are exercised, BRUGG Pipes shall choose whether to inspect the deliveries on site or request their return for inspection. BRUGG Pipes shall determine during the inspection whether defects have occurred or not. The deliveries must be placed in storage until clarification of the assertion of defects.

In the case of a defect, BRUGG Pipes may, at its discretion, either remedy the defect free of charge or replace the defective delivery in whole or in part. It is expressly stated that the Customer shall have no right to cancellation and/or cost reduction. The customer's claim to substitute performance is also excluded. If the customer or third parties undertake alterations or repairs to the deliveries without the agreement of BRUGG Pipes, all warranty claims related to the deliveries in question will be void. All actions and declarations within the scope of an alleged warranty claim shall be without prejudice to the existence and scope of the warranty.

If, however, BRUGG Pipes' inspection results show that there is no defect, the customer shall be fully liable to pay compensation for all additional expenses incurred as a result of the alleged defect.

The warranty period shall not be extended by rectification and replacement deliveries; it shall be two years from initial delivery or from completion of the (partial) order in the case of services.

In the event of non-compliance with the obligation to give notice of defects, the warranty rights shall be void and the deliveries shall be deemed accepted. Processing of the deliveries or parts thereof by the customer or third parties shall be deemed as approval and shall result in the cancellation of any warranty claims.

BRUGG Pipes accepts no liability whatsoever for products manufactured or supplied by a third party. All such claims must be made directly to the third party.

## 11. Obligations of the Customer

### 11.1. Preparatory and support measures

The customer is obliged to engage in all preparatory and support measures with regard to the supply of deliveries and provision of services. This includes, in particular:

- the provision of information at the time the order is placed and of materials during its execution;
- the obligation to give written notification of special official and other regulations and guidelines, special features and functional requirements which must be taken into account in the proper fulfilment of the contract by BRUGG Pipes;
- the obligation to ensure access to the destination for vehicles up to 40 tons total weight;
- the preparation of material and provision of power connections at the destination;
- ensuring safety measures on the work site in accordance with legal and accident insurance requirements.

Should the customer fail to fulfil its preparatory and support obligations, BRUGG Pipes and the auxiliaries commissioned by it are entitled to stop work, whereby the customer shall be liable to pay compensation for the additional expenses incurred as a result.

### 11.2. Following instructions

The customer is obliged to follow all instructions, assembly and processing directions by BRUGG Pipes and/or its auxiliaries. The customer shall furthermore be obliged to consult and comply with the information contained on the packaging, in brochures and technical instructions.

### 11.3. Handling of hazardous materials

When transporting, storing and handling hazardous goods, the customer is obliged to comply with the applicable legal regulations and hazard data sheets provided by BRUGG Pipes.

### 11.4. Confidentiality and non-solicitation

The customer undertakes to take all required measures to keep confidential information disclosed to it and/or third parties in connection with the business relationship with BRUGG Pipes secret for an unlimited period of time. All information not generally known and in the confidentiality of which BRUGG Pipes may have an interest worth protecting shall be considered confidential.

The customer shall refrain from enticing away BRUGG Pipes' employees for itself or another company.

### 11.5. Anti-corruption

The customer undertakes to comply with all applicable national and international regulations to prevent and combat bribery.

If the client violates or appears to violate any such regulation to prevent or combat bribery, BRUGG Pipes shall be entitled to terminate the contract with the customer at any time with immediate effect by registered letter or email and without any compensation or liability consequences for BRUGG Pipes.

### 11.6. Trade restrictions

The customer acknowledges that regulations, in particular regulations in Switzerland, the European Union and the United States of America, may prohibit particular transactions with certain destinations, countries, governments, persons or entities or can impose restrictive measures in connection therewith. It shall therefore ensure that deliveries provided by BRUGG Pipes are neither directly nor indirectly delivered, transferred or sold on to such a destination, person or entity.

BRUGG Pipes may request written evidence of this from the customer at any time. If the customer does not fulfil its burden of proof within the deadline set by BRUGG Pipes, the latter shall have the right, but not the obligation, to terminate the contract with the customer at any time with immediate effect and without compensation and liability consequences for BRUGG Pipes by registered letter or email.

### 11.7. Indemnity

If third parties are injured or third-party property is damaged by acts or omissions of the customer or its auxiliaries or if the customer violates anti-corruption regulations, official trade regulations or export controls or restrictions and BRUGG Pipes is prosecuted or held liable for any of these reasons, the customer shall indemnify BRUGG Pipes to the full extent.

### 12. Liability

Any liability beyond the mandatory legal provisions is expressly excluded. In particular, BRUGG Pipes accepts no responsibility for the results of its services.

BRUGG Pipes accepts no liability (neither for deliveries nor services) in cases of slight negligence, indirect damages, consequential damages (i.e. damages not arising from the deliveries themselves), financial losses, loss of profit, unrealised savings, damages from delayed delivery and all damages arising from the actions of auxiliaries of BRUGG Pipes or from the actions of third parties. In addition, BRUGG Pipes accepts no liability for the following cases:

- incorrect transport;
- incorrect storage;

- incorrect installation, in particular installation that deviates from the installation, laying or assembly instructions or (in the absence of or in the case of incorrect instructions/regulations) improper installation (i.e. not in compliance with the proper rules of the trade);
- installation outside the recommended installation environment;
- incomplete or omitted cleaning and functional testing of the installed deliveries before commissioning;
- faulty connection (in particular of welding seams, threaded sockets, press fittings, sleeves, wall ducts);
- when exceeding the maximum permissible medium temperature or maximum operating pressure;
- use of non-permitted media;
- improper, non-contractual, illegal or inappropriate use or deployment of the deliveries;
- external effects such as undermining, subsidence, landslides, meteorological or chemical influences;
- use of incompatible spare parts or accessories;
- omitted maintenance and/or improper modification or repair of the deliveries by the customer or a third party;
- failure to take local and geographical conditions into account;
- force majeure;
- non-compliance of the customer with its own obligations or duties.

### 13. Data protection

BRUGG Pipes and the customer agree that the customer is the data controller responsible for ensuring compliance with data protection laws, in particular the legality of processing of personal data. BRUGG Pipes processes personal data on behalf of the customer and offers a guarantee solely for those obligations under the applicable data protection laws that are expressly addressed to the processors of data, acting in accordance with the legal instructions of the customer.

The employees of BRUGG Pipes involved in the processing of personal data are informed about the confidential character of the personal data, have received suitable training regarding their obligations and have signed written non-disclosure agreements.

The customer agrees that it will not refuse or delay approval to any changes to the data protection clause or any additional data processing and protection agreements of BRUGG Pipes and the application thereof. This refers in particular to such changes which, in the reasonable opinion of BRUGG Pipes, are necessary in

order to ensure compliance with the applicable data protection laws and regulations and/or the guidelines of a competent supervisory authority.

#### **14. Retention of title**

BRUGG Pipes shall retain title to the deliveries until full payment has been made by the customer. BRUGG Pipes shall be entitled at any time to have the retention of title entered in the relevant register by unilateral declaration to the competent authorities.

Up to complete payment for the deliveries, the customer is obliged to treat the deliveries with care; in particular, the customer is obliged to insure them adequately against fire, water and theft at their value as new. If maintenance and inspection works are required, the customer must carry them out or have them carried out professionally, in good time and at its own expense.

#### **15. Place of fulfilment**

Unless otherwise specified in the order confirmation or a written and signed contract between BRUGG Pipes and the customer, the place of fulfilment shall be BRUGG Pipes' operating location in Kleindöttingen.

#### **16. Current version**

The GTC shall apply as amended at the point of contract conclusion. The current version of the GTC can be viewed on the BRUGG Pipes website (see [www.bruggpipes.com](http://www.bruggpipes.com)).

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

All legal relationships between BRUGG Pipes and the customer shall be governed by Swiss material law to the exclusion of the Vienna Sales Convention (CISG) and without giving effect to the principles of conflict of laws.

The exclusive place of jurisdiction for all disputes shall be Böttstein (registered office of BRUGG Pipes). Beyond this, BRUGG Pipes shall be entitled to take legal action against the customer at its own registered office and at any other place of jurisdiction provided by law.