BRUGG
Pipes

General Terms and Conditions of Purchase of BRUGG Rohrsysteme GmbH, DE-Wunstorf

1. General – Scope of application

Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing.
Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
All agreements made between us and the supplier for the purpose of executing this contract must be set out in writing in this contract.
Our Terms and Conditions of Purchase shall only apply to companies within the meaning of § 310 para. 1 BGB (German Civil Code).
Our Terms and Conditions of Purchase shall also apply to all future business transactions with the supplier.

2. Offer – offer documents

The supplier is obliged to accept our order within a period of one week by returning the signed duplicate of this order.
We reserve the ownership rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production based on our order; after the order has been processed, they are to be returned to us without the need for a request. They are to be kept secret from third parties; in this respect, the provision of § 9 (e) shall apply additionally.

3. Prices – Payment terms

The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery “free domicile” and packaging. The return of packaging requires a special agreement.
The statutory value added tax is not included in the price.
We can only process invoices if they state the order number shown in our order, in accordance with the specifications in our order; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
Unless otherwise agreed in writing, we shall pay the purchase price within 90 days of receipt of the invoice.
We are entitled to the rights of set-off and retention to the extent permitted by law.

4. Delivery time

The delivery time specified in the order is binding.
The supplier is obliged to notify us immediately in writing if circumstances arise or become apparent to him that prevent the agreed delivery time from being met.
In the event of a delay in delivery, we shall be entitled to demand flat-rate default damages of 1% of the delivery value per full week, but not more than 5%; further legal claims

(withdrawal and compensation instead of performance) remain reserved. The supplier has the right to prove to us that no damage or significantly less damage has been caused by the delay.

5. Transfer of risk – documents

Unless otherwise agreed in writing, delivery shall be made free of charge.
The supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if the supplier fails to do so, we shall not be responsible for any delays in processing that may result.

6. Inspection for defects – liability for defects

We are obliged to check the goods for any quality or quantity deviations within a reasonable period of time; the complaint is timely if it is received by the supplier within a period of three working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery.
We are entitled to the full statutory claims for defects; in any case, we are entitled to demand from the supplier, at our discretion, either rectification of the defect or delivery of a new item. The right to compensation, in particular to compensation in lieu of performance, is expressly reserved.
We are entitled to rectify the defect ourselves at the supplier's expense if the supplier is in default of subsequent performance.
The limitation period shall be 60 months from the transfer of risk, unless the mandatory provisions of §§ 445b, 478 (2) BGB apply.
The remaining mandatory provisions of delivery recourse shall remain unaffected.des Lieferregresses bleiben unberührt.

7. Product liability – exemption – liability insurance protection

Insofar as the supplier is responsible for product damage, he is obliged to indemnify us from third-party claims for damages at our first request, provided that the cause lies within his sphere of control and organization and he is liable himself in relation to third parties.

Within the scope of his own liability for cases of damage in the sense of paragraph (1), the supplier is also obliged to reimburse us for any expenses in accordance with §§ 683, 670 BGB or in accordance with §§ 830, 840, 426 BGB that arise from or in connection with a recall action lawfully carried out by us. We shall inform the supplier in good time in advance about the content and scope of such a recall measure, insofar as this is possible and reasonable, and give him the opportunity to comment.
We shall undertake the necessary notification of the relevant competent authority in accordance with the provisions of the Product Safety Act in consultation with the supplier.
The supplier shall maintain product liability insurance with a flat-rate sum insured of €10 million per instance of personal injury/property damage during the term of this contract, i.e. until the respective expiry of the limitation period for defects; if we are entitled to further claims for damages, these shall remain unaffected.

8. Intellectual property rights

The supplier warrants that no rights of third parties within the Federal Republic of Germany will be infringed in connection with or as a result of the delivery.
If a third party asserts a claim against us in this regard, the supplier shall be obliged to indemnify us against these claims upon our first written request.
In the event of claims for damages by the third party, the supplier reserves the right to prove that it was not responsible for the infringement of the third party's rights. We are not entitled to enter into any agreements with the third party, in particular to reach a settlement, without the consent of the supplier.
The supplier's obligation to indemnify us applies to all expenses necessarily incurred by us as a result of or in connection with the third-party claim, unless the supplier proves that it is not responsible for the breach of duty on which the infringement of the property right is based.
The limitation period for these claims is three years, beginning with the transfer of risk.

9. Retention of title – Provision – Tools – Confidentiality

We reserve ownership of any parts we provide to the supplier. Any processing or alteration by the supplier is carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
If the goods provided by us are inseparably mixed with other goods not belonging to us, we shall acquire co-ownership of the new goods in the ratio of the value of the goods subject to retention of title (purchase price plus VAT) to the other mixed goods at the time of mixing. If the mixing is done in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier transfers co-ownership to us pro rata, in the amount of the value of the provided item; the supplier shall hold the sole ownership or co-ownership in safe custody for us.
We reserve ownership of tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods we have ordered. The supplier is further obliged to insure the tools belonging to us at replacement value at its own expense against fire and water damage and theft. At the same time, the supplier hereby assigns to us all compensation claims arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools, as well as all servicing and repair work, at its own expense and in good time. The supplier must notify us immediately of any faults; if the supplier culpably fails to do so, claims for damages remain unaffected.
If the security interests to which we are entitled under paragraphs (1) and/or (2) exceed the purchase price of all our unpaid goods subject to retention of title by more than 10%, we shall be obliged, at the supplier's request, to release the security interests at our discretion.
The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall also apply after the execution of this contract. However, it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known or was demonstrably already known to the supplier at the time of the notification within the meaning of sentence 1.

10. Social responsibility, environmental protection and anti-corruption

The supplier is obliged to comply with the respective legal regulations for dealing with employees, environmental protection and occupational safety and to work to prevent adverse effects on people and the environment in the course of its activities. To this end, the supplier shall set up and develop a management system in accordance with ISO 14001 within the scope of its possibilities. Furthermore, the supplier shall observe the principles of the UN Global Compact Initiative (http://www.unglobalcompact.org) and the International Labor Standards of the ILO (http://www.ilo.org). These relate primarily to the protection of international human rights, the right to collective bargaining, the abolition of child and forced labor, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption.

In particular, the supplier warrants for its company that the manufacturing and/or processing of the delivery items is/was carried out without child labor within the meaning of ILO Convention No. 138 and No. 182 and without violating obligations arising from the implementation of this Convention or from other applicable national or international regulations to combat child labor. Furthermore, the supplier warrants that its company, its suppliers and their subcontractors have taken active and targeted

measures to prevent child labor as defined by ILO Conventions No. 138 and No. 182 during the production and/or processing of the delivery items. The supplier shall impose a corresponding obligation on its subcontractors and their downstream contractors and shall carry out control measures in this regard. BRUGG shall be entitled to verify the content of these obligations and the control measures, to demand information and documents from the supplier and third parties and to carry out on-site inspections at the supplier's premises or have them carried out by third parties. At the request of BRUGG, the supplier shall provide evidence of the measures it has taken and those taken by its subcontractors. At the request of BRUGG, the supplier shall confirm in writing the absence of any suspicion of human rights violations or child labor in the production or processing of the delivery items during the last 12 months. The supplier shall be obliged to inform BRUGG immediately if there is reasonable suspicion of the use of child labor by the supplier or the supplier's subcontractors.

The supplier shall not use any conflict materials or their derivatives for the manufacture of the delivery items. The supplier shall provide BRUGG with all the information and evidence requested by BRUGG at any time regarding the delivery items, for example, the country of origin, mining or processing, including a conflict minerals report (Conflict Minerals Reporting Template). Conflict minerals are defined as metals or minerals containing tin, tantalum, tungsten or gold or consisting of these, as defined in Appendix 1 of the Swiss Ordinance on Due Diligence and Transparency in relation to Minerals and Metals from conflict areas and child labor (VSoTr), which originate from conflict or high-risk areas, in particular in accordance with the resolutions of the UN Security Council or the list of conflict countries from RAND Europe on behalf of the EU Commission. Conflict materials also include columbite-tantalite (coltan), cassiterite (tin ore), wolframite and their derivatives from the Democratic Republic of Congo and neighboring countries, as defined in more detail in Article 1502 Section e Clauses 1 and 4 of the Dodd Frank Act (USA). The supplier shall take and implement suitable measures to prohibit the purchase and use of conflict materials or their derivatives. It shall impose a corresponding obligation on its subcontractors and their subcontractors and carry out control measures in this regard. If the supplier has reasonable grounds for suspecting that conflict materials or their derivatives are being used to manufacture the delivery items, it shall inform BRUGG in advance and/or immediately and provide annual proof that it is not violating the prohibition on the use of conflict materials or their derivatives. At the request of BRUGG, the supplier shall confirm in writing that it has not used any conflict materials or their derivatives during the last twelve months. BRUGG shall be entitled to verify whether the supplier has used conflict materials or their derivatives, to demand information and documents from the supplier and third parties and to carry out on-site inspections at the supplier's premises or have them carried out by third parties.

BRUGG has undertaken to conduct all business without extortion, bribery and other unlawful, unethical or fraudulent activities. The supplier shall comply with all applicable laws and regulations, in particular the U.S. Foreign Corrupt Practices Act.

In connection with business with BRUGG, the supplier shall not offer, promise, authorize, give or demand any gift, loan, fee, compensation or other advantage to or from any person as an inducement to do something dishonest, illegal or in breach of contract, to obtain, retain or direct business, or to secure any other improper advantage. demand or accept anything of value to do anything which is dishonest, illegal or a breach of contract in order to obtain, retain or direct business or secure any other improper advantage. Prohibited payments under this provision also include offers, promises or authorizations of payments of any amount to government officials for the purpose of expediting routine government action. The supplier shall be required to introduce appropriate processes for its employees to ensure compliance with all applicable anti-corruption laws and this provision.

The supplier shall be responsible for the accuracy and completeness of the information required under this section 15 in connection with this section 15. Regardless of fault, if any, the supplier shall be obliged to compensate BRUGG for any direct or indirect loss, damage, expense and third-party claims incurred by BRUGG in connection with a breach of the obligations under section 15 of these GPC by the supplier, its agents or substitutes.

In the event of a breach of duties by the supplier, its auxiliary persons or substitutes in accordance with Clause 15 of these GPC, BRUGG shall be entitled to terminate all contracts with the supplier without notice. Claims of the supplier or third parties against BRUGG in connection with such termination without notice shall be excluded.

11. Severability clause

Should any of these provisions be invalid in whole or in part, the parties shall work together to agree a provision that most closely approximates the invalid or partially invalid agreement. The validity of the remaining agreement shall not be affected.

12. Place of jurisdiction – place of fulfillment

(1) If the supplier is a merchant, our place of business shall be the place of jurisdiction; however, we shall be entitled to sue the supplier at his place of residence.
(2) Unless otherwise stated in the order, our place of business shall be the place of performance.

Wunstorf, January 1, 2025