

General Order Terms (GOT) for RUAG group companies with their **place of business in Switzerland**

1. Scope

These General Order Terms shall govern conclusion of mandates and the provision of services by RUAG (hereinafter called Contractor or Party).

2. Offer and acceptance

- 2.1 Services provided by the Parties in the context of preparation of an offer shall be free of charge. Contrary provisions shall be agreed in writing.
- 2.2 The offer shall be binding on the Contractor for two months unless otherwise stated therein.
- 2.3 An offer confirmed in writing by the Client shall be deemed accepted. If the Parties enter into a negotiated contract for a mandate on the basis of the offer, this shall enter into force on signature by both Parties.
- 2.4 Without prejudice to 2.2 above, either Party may withdraw from the contract negotiations without financial consequences until confirmation of the offer or signature of the contract document.

3. Services

The nature and scope of the services to be provided by the Contractor shall conform to the provisions of the confirmed offer or mandate contract. The offer or mandate contract may refer to other documents.

4. Performance

- 4.1 The Contractor shall warrant careful and faithful performance of its services.
- 4.2 It shall be authorized to involve third parties in the performance of its services.

5. Remuneration

- 5.1 The Client shall pay the Contractor the contractually agreed remuneration. The accepted offer or mandate contract shall duly specify the amount thereof, by stating the cost basis (e.g. lump sum, fixed percentage of service value, remuneration according to effort, or fixed price) and rates (e.g. hourly or subject to a cost ceiling).
- 5.2 Invoicing may take place in instalments, unless expressly agreed otherwise between the Parties.
- 5.3 Invoices shall fall due from invoice date and shall be payable within 30 days of invoice date.

6. Property rights

All copyright arising from the service provided, intellectual property rights and all know how developed and input by the Contractor to software, hardware, documentation etc. shall be, and shall remain, the Contractor's property.

7. Secrecy and disclosure of information

- 7.1 Both Parties shall undertake to keep secret all facts, information and data which are neither in the public domain nor generally accessible. In case of doubt, facts, information and data shall be treated as confidential. Involved third parties shall be bound by the same secrecy obligation. This obligation shall apply to the contract negotiation stage and remain in force after the end of the contractual relations, without prejudice to statutory disclosure obligations.
- 7.2 Advertising and publications relating to project-specific services shall require the other Party's prior written consent.

8. Default

- 8.1 If they miss deadlines (due dates) specified in the contract document as giving rise to default, the contracting Parties shall automatically be in default. In cases of other dates, default shall exist after warning and granting of a reasonable period of grace.
- 8.2 If the Contractor is in default, it shall pay compensation for late performance, unless it can prove that the delay which arose was not its fault.

- 8.3 The Contractor's liability for default **shall be limited to 10% of the agreed remuneration** as per 5.1 above and **shall not exceed CHF 100,000.00**.

This shall not prejudice the Client's statutory rights to insist on or renounce performance of the service. Liability for loss of profit shall in any case be precluded.

9. Careful execution

- 9.1 The Contractor shall be liable for careful and faithful execution of the order.
- 9.2 If the Contractor acts without due care, it shall be liable for the loss thus caused, unless it can prove that it was not to blame.
- 9.3 The Contractor's liability for lack of care shall not exceed the total contractual amount of remuneration, without prejudice to further statutory claims. Liability for loss of profit shall in any case be precluded.

10. Notice of termination

- 10.1 The Parties may terminate or cancel the order contract at any time.
- 10.2 In case of dissolution of contract as per 10.1 above, the Contractor shall be entitled to remuneration for services already rendered, without prejudice to statutory or contractual compensation claims.

11. No set-off

The Client shall not be entitled to set-off.

12. Applicable law

Swiss substantive law shall apply as subsidiary to the present terms, **to the exclusion of the Swiss conflicts of law rules (and especially of the Swiss Federal Act on Private International Law)**. The UN Sales Convention (of Vienna) is hereby expressly precluded.

13. Jurisdiction

The **ordinary courts** at the **Contractor's place of business** shall be competent for disputes arising from this contract.