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## General Terms and Conditions of Purchase (GTC-P)

for RUAG Space GmbH with its place of business in Vienna, Austria

### 1 Scope of application

- 1.1 The following General conditions of purchase shall apply for all goods and/or services acquired or obtained from suppliers by RUAG. Any conditions that amend the following conditions - recorded in writing in an order from RUAG - shall have priority over these General conditions of purchase.
- 1.2 Any General terms and conditions of the supplier that amend or supplement these General conditions of purchase or the superordinate order are non-binding on RUAG and shall only apply if they are expressly accepted in writing by the RUAG. Execution of the order is in any case to be considered as acceptance of this General Terms and Conditions of Purchase.
- 1.3 If terms in these General conditions of purchase contradict mandatory conditions of the KSchG [consumer protection act] then they shall not apply to the contractual relationship in the case of a contract with a consumer as defined by the KSchG, and the legal regulations of the KSchG shall apply instead.

### 2 Conclusion of the contract

- 2.1 An order shall be made up of a written order and, where relevant, a written requisition by RUAG as well as a written acceptance by the supplier. The same applies for amendments and supplements to the contract.
- 2.2 If the supplier does not accept an order in writing within 2 weeks of receipt, then RUAG is entitled to revoke and cancel it, without the supplier being entitled to claim compensation on whatever legal basis.
- 2.3 The supplier may only issue subcontracts with the prior written consent from RUAG.

### 3 Changes/additions

- 3.1 Insofar as the supplier is due to provide supplies or services, RUAG can at its reasonable discretion at any time until acceptance - taking account of the interests of the supplier - demand changes and additions to the contract. The supplier undertakes to propose to RUAG changes, which he believes necessary or worthwhile with regard to a successful completion of contract. After written consent from RUAG he will also carry out these changes.
- 3.2 Insofar as a change leads to increased or reduced costs and/or postponement of deadlines, the supplier undertakes to point this out at the same time as proposing the change or immediately after the request for change is received from RUAG, and propose a suitable supplementary offer. The change is made on the basis of a written agreement setting out the reimbursement of additional costs or the allowance for reduced costs and the timetable. The additional reimbursement is determined according to the principles for fixing prices for the contracted work and the special costs of the requested additional work.

### 4 Execution

- 4.1 Supplier shall inform RUAG regularly about work progress and in particular shall obtain all required specifications. Supplier shall inform RUAG at once about all circumstances, which might jeopardise the contractual performance. This also includes the change of production sites, subcontractors and sub-suppliers.
- 4.2 If for the execution RUAG premises have to be entered, supplier shall comply with RUAG's company regulations, in particular with the safety regulations and house rules, which he will be handed upon request.

### 5 Delivery dates/Contractual penalty

- 5.1 Agreed deadlines are binding. The legal regulations concerning arrears shall apply to missed deadlines.
- 5.2 If a contractual penalty is agreed for missed deadlines, which are the fault of the supplier, RUAG retains the right to claim further damages on presentation of proof. The right to demand payment of an agreed contractual penalty remains even if the contractual penalty is not expressly retained on acceptance of the belated delivery.

### 6 Delivery/Transfer of risk

- 6.1 Unless otherwise stated in the relevant order or in the requisition, the supplier shall deliver to the agreed place of use or to the stated delivery address ('DAP' in accordance with INCOTERMS 2010).

- 6.2 RUAG will notify the supplier of defects in the performance without delay as soon as it finds them in the course of normal business. To that extent the supplier waives its right to object to delayed complaints.

- 6.3 Unless expressly agreed otherwise, partial performance is not permitted.

- 6.4 Force majeure, labour disputes, official measures or other unavoidable events release RUAG from its duty of acceptance of the delivery item for the duration of the disruption.

### 7 Acceptance

- 7.1 Insofar as the supplier is due to provide supplies or services, a formal acceptance is required. If the examination of the supplier's work requires a start-up or usage for the purposes of the test, the acceptance shall only take place after the test is successfully completed.
- 7.2 Payments from RUAG are not an acceptance that the service or supply has been properly provided and do not replace formal acceptance in accordance with 7.1.

### 8 Quality/Documentation

- 8.1 The supplier shall give RUAG written information about the features and composition of the delivery item along with the delivery, insofar as this is necessary to meet official directives at home and abroad.
- 8.2 If RUAG requires a prototype or sample, the supplier may only begin to produce the delivery item once he has the relevant written authorisation from RUAG.

### 9 Payment/Assignment

- 9.1 Unless otherwise agreed, payment shall be within 30 days of receipt of a proper and verifiable invoice by RUAG and faultless performance and acceptance in accordance with 7. For the purposes of calculating the date of payment falling due, supplies which are made before the agreed delivery date shall only be regarded as having been received on the agreed delivery date.
- 9.2 Prior written consent from RUAG is required by the supplier for the transfer of rights from the contractual relationship.
- 9.3 Each invoice must give the RUAG order number.
- 9.4 A complaint from RUAG suspends the payment period of the invoice under 9.1.

### 10 Warranty

- 10.1 Unless otherwise agreed, the duty of warranty is determined by the then applicable legal regulations. In any case RUAG is entitled initially to demand that the defect be corrected free of charge or that flawless delivery items are supplied free of charge. If the supplier is slow to comply, then RUAG may repair the fault itself or have it repaired by a third party and demand reimbursement of the necessary expenditure.

### 11 Property rights/Usage rights

- 11.1 The supplier shall ensure and undertakes to confirm on request either that the work provided by him is free of third-party property rights which exclude or limit its use by RUAG or that he has authority to transfer the appropriate usage rights.
- 11.2 The supplier releases RUAG from all third-party claims, which are made due to the use of the work products provided by the supplier to RUAG. The supplier will handle any necessary legal disputes if possible himself on his own behalf and at his own expense. This does not affect the RUAG right to demand compensation under the legal regulations, and to withdraw from the contract.
- 11.3 All copyrights, commercial property rights and legal items similar to property rights which arise within the framework of realising the order relating to the work provided under the contract and to all other written, machine-readable and other work products created within the framework of this contract shall transfer on creation to RUAG without further stipulation and without additional payment. RUAG is exclusively entitled to them with no restrictions on space, time or content and they can be extended, transferred, reworked, suitably changed, replicated or published by RUAG without the consent of the supplier. RUAG is granted the right to register for patent any results of development which can be patented.

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### 12 Production materials

- 12.1 Production materials, e.g. models, samples, drawings and other production documents in electronic or physical form, etc., which RUAG has provided to the supplier or work contractor must be returned to RUAG on request; electronically transferred data must be deleted on request.
- 12.2 Production materials handed over to the supplier or produced according to RUAG instructions may not be copied or sold, assigned as security, pledged or otherwise passed on nor used in any way for third parties without express written permission. The same applies for delivery items manufactured with the help of these production materials.

### 13 Confidentiality

- 13.1 The supplier undertakes to treat all commercial and technical circumstances that are not public and which become known to him through the business relationship as a trade secret.
- 13.2 Drawings, tools, templates, models, samples and similar items or documents and electronically-transferred data must not be transferred or made otherwise accessible to third parties without the consent of RUAG. Replication of such items is only permitted within the framework of operational requirements and terms of copyright. The same undertaking applies to subcontractors and employees of the supplier. The supplier may make public the fact or content of his business relationship with RUAG only with the prior written consent of RUAG.

### 14 Termination

- 14.1 RUAG has the right to terminate the entire contract or parts thereof.
- 14.2 The termination is the responsibility of the supplier if (i) the supplier does not provide the agreed work or does not do so on time, (ii) the progress of the work which has to be provided is so poor in content and time terms that it is at risk of not being provided on time and the supplier does not deal with these faults within a reasonable period after request from RUAG, (iii) the supplier contravenes other regulations of this contract or (iv) the supplier becomes insolvent or stops payment or an application is made to open insolvency proceedings or court settlement proceedings over the assets of the supplier or one of its owners.
- 14.3 If the supplier is responsible for the reasons for termination under 14.2, then only the work which has been provided until then and which is complete in itself and proven must be reimbursed, insofar as this is usable by RUAG. This does not affect RUAG's claims for compensation.
- 14.4 If the supplier is not responsible for the reasons for termination, then RUAG shall reimburse the expenses which shall be proven to have arisen by the end of the contract and directly from the order, including costs which result from liabilities which cannot be suitably resolved. Reimbursement under this Clause shall not exceed the contract price. The supplier has no claim for fulfilment or compensation due to the termination over and above these expenses. Property and/or usage rights to work products created before termination transfer to RUAG in accordance with 11.

### 15 Compliance

- 15.1 Supplier complies with applicable legal standards, particularly with the competition- and antitrust laws, industrial safety and child protection provisions (e.g. regarding raw materials under conflict), the prohibition of trafficking in women and with the core conventions of the International Labour Organisation, as well as with the provisions against counterfeits or for the protection of the environment and of health (e.g. guidelines like REACH and RoHS).

- 15.2 Supplier commits himself not to accept financial or other favours, if in return the giving party expects an unjustified advantage or is rewarded. He also commits himself to observe the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.

- 15.3 Supplier shall commit his personnel, subcontractors, sub-suppliers and other third parties enlisted for the fulfilment of the contract contractually to compliance with this article.

### 16 General conditions

- 16.1 The supplier will mark delivery items in the way stipulated by RUAG or by any legal regulations.
- 16.2 The legal relationships of the parties are fundamentally subject to Austrian law, with the exception of the UN treaty of 11.04.1980 on contracts for the international purchase of goods.
- 16.3 Vienna is the place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this contract, unless another place of performance or jurisdiction is mandatorily ordained by law.
- 16.4 The supplier must ensure that the goods can be exported onward and must provide all documentation and certificates necessary for this. Any restrictions – here with particular reference to the conditions of the 'U.S. Export Administration Regulation' and the U.S. 'International Traffic in Arms Regulation (ITAR)' -, which might be imposed on RUAG, must be clarified urgently by the supplier and notified to RUAG without delay. In the event of such restrictions, RUAG must confirm this order in writing in order to be bound to it.
- 16.5 If a term in these conditions of purchase and subsequent agreements appertaining to it should be or become unworkable this does not affect the validity of the rest of the contract. The contractual partners undertake as far as possible to replace the invalid condition with a regulation which has as close as possible an economic effect to the original condition.
- 16.6 Supplements and amendments to the commission and any terminations must be made in writing. This requirement of written form can also only be waived by written declaration.
- 16.7 After written advance notification of at least 15 days and during normal working hours at suppliers place of business, supplier shall at this place put at the disposal of RUAG or of an auditing company commissioned by RUAG, which for supplier's protection acts in strict secrecy, all documents which are needed to examine the compliance with the provisions of the present contract, particularly of the development and production of the contractual products of supplier.
- 16.8 All costs and expenses in connection with the verification shall be borne by RUAG. Should the verification show that supplier did not comply with the provisions of the present contract, he has to assume all costs and expenses.
- 16.9 To perform inspections and audits, authorized representatives of RUAG, after due identification, shall have free access to all premises, in which the subject-matter of contract is manufactured, tested or stored. This also applies to representatives/quality inspectors of RUAG's customers or official quality inspectors commissioned by them (as per Standard AQAP 2110 or other standards mentioned by RUAG in its requirements).
- 16.10 Upon request any desired information is to be given to this personnel and the requested documents are to be presented.