

General Terms and Conditions for test and measurement services provided by RUAG companies with their place of business in Switzerland (GTC Test/Measurement Services)

1. Scope and Validity

- 1.1 These GTC Test/Measurement Services shall govern the conclusion, content and performance of contractual relationships and the provision of test or measurement services provided by RUAG.
- 1.2 These GTC Test/Measurement Services shall be considered accepted if the contractual partner orders from RUAG and reference is made to them in the offer or in the order confirmation. General Terms and Conditions of the contractual partner are explicitly excluded.

2. Offer and Duration

- 2.1 Offers are only binding if they are placed in writing.
- 2.2 Amendments or changes to the offer submitted by RUAG, are not binding without written approval of RUAG.
- 2.3 An offer submitted by RUAG is valid during the period mentioned in the offer. If there is no respective information, RUAG remains bound for 30 days, starting from the date of issue.

3. Execution

- 3.1 RUAG undertakes that it has acquainted itself with all facts and circumstances relevant to the performance of its obligations under the contract, that the work will be performed in a timely, safe and workmanlike manner by qualified and efficient personnel and be of high professional quality, and that RUAG possesses all the necessary expertise, facilities and equipment required to perform the test or measurement services.
- 3.2 RUAG shall, as agreed upon with the contractual partner, obtain at its expense all approvals and permits of any kind whatsoever, necessary for the performance of the contract.

4. Inspection and Quality Assurance

- 4.1 RUAG shall implement an appropriate and recognized quality assurance programme to ensure that the test services comply with the requirements of the contract and provide contractual partners with all reports and certificates as required under the contract. RUAG shall provide contractual partner timely notification of any testing and the contractual partner and/or any third party authorized by the contractual partner shall be entitled to attend the test.
- 4.2 Contractual partner and/or any third party authorized by RUAG shall be entitled to inspect the test or measurement services at any reasonable time and shall be granted access to the relevant facilities of RUAG.

5. Contractual Partner's Material and Equipment

- 5.1 Any items as but not limited to materials, components, tools, patterns, equipment and the like belonging to or provided by the contractual partner, which are in RUAG's custody for any purposes, shall be clearly marked and recorded by RUAG as belonging to the contractual partner and during such custody shall be at contractual partner's risk.
- 5.2 RUAG shall not use any such items for any third party without contractual partner's written approval. Ownership in and/or the right to dispose of any such contractual partner items shall under no circumstances pass to RUAG. Upon request, RUAG shall give contractual partner or its representative as access to enter any premises to recover the contractual partner items.
- 5.3 Where applicable for goods provided by the contractual partner for the performance, contractual partner shall provide, no later than at the time of acceptance of the contract, the following minimum information:
 - The customs tariff numbers of the country of consignment, and the countries of origin for all goods.
 - For controlled goods, the relevant national export control numbers must be indicated and, if the goods and/or services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified.

- Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request.

6. Waiver of Liability

In relation with the contract, and as far as legally permitted, the contractual partner waives totally and completely all possible actions or claims vis-à-vis RUAG, its employees, agents, and insurers, for any liability for direct damage, loss of profit, loss of income, loss of production or any indirect or consequential damage that it may suffer, or that its employees, insurers or agents may suffer. In case that the law does not allow a total and complete waiver of RUAG's liability, then this waiver shall be understood, as far as permitted by the law, as a limitation of RUAG liability to the total price (excl. VAT) of the contract.

7. Price and Payments

RUAG shall be paid for the work as per the provisions on price and payments agreed within the contract.

8. Delivery Times and Default of Delivery

- 8.1 As far as nothing else was agreed upon in writing, times for delivery are considered and dates as kept, if up to its expiration the delivery of the test reports left RUAG's premises. .
- 8.2 If the dates and times of delivery cannot be kept (e.g. due to unfulfilled obligation to co-operate of the contractual partner or the fault of third parties), dates and times are extended appropriately.

9. Force Majeure

- 9.1 RUAG shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond its reasonable control, whether arising from natural causes or human agency ("Force Majeure"), including but not limited to acts of God, war, terrorism, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of RUAG's source of supply, shortage in material or energy, acts, orders or priorities of any aviation authority or government (e.g. non-issuance of an export license or non-approval of service deliveries as well as the withdrawal of such an export authorization), and embargo.
- 9.2 RUAG shall notify in writing Customer within two weeks following the occurrence of any event of Force Majeure citing this clause in said notice and shall supply all relevant information about its effects on the performance of its contractual obligations.
- 9.3 Unless mutually agreed to in writing, if RUAG is unable to perform because of Force Majeure, RUAG is temporarily excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. RUAG shall not be subject to damage claims.
- 9.4 In case the duration of Force Majeure exceeds six months, the parties will have the right to terminate this contractual relationship immediately. Contractual obligations performed shall be remunerated. If the purchase price has been paid by the Customer in full, RUAG will refund the purchase price less the accrued costs and expenses of the contractual obligations.

10. Termination

- 10.1 Each party may terminate or revoke the contract upon giving notice in writing to the other party at any time.
- 10.2 Any termination of the contract pursuant to this para shall be without prejudice to any other rights a party may be entitled to under the contract or at law and shall not affect and accrued rights or liabilities of either party nor the coming into or continuance in force of any para which is expressly or by implication intended to come into or continue in force on or after such termination.

10.3 Contractual partner shall indemnify RUAG against such part of any loss of profit as is attributable to the termination of the contract and against any damage resulting from the termination of the contract, in particular against any commitments, liabilities or expenditure.

11. Instructions and Cooperation

11.1 Instructions by the contractual partner are only binding if they are given in writing or subsequently confirmed in writing. Instructions and notifications given by telephone, fax or e-mail are only accepted on the basis of a separate written document. Any other suggestions and proposals by the contractual partner are not considered as instructions and do not have to be observed for the proper fulfillment of the contract.

11.2 Contractual partner provide to RUAG timely and completely all documents, information, including but not limited to the list of hazardous goods, potential test runs, approvals, rights of access and use required for the provision of the services.

12. Emerging Intellectual Property Rights

12.1 Intellectual property rights including but not limited to copyrights, know-how, patents, source codes arising from work performed under the contract shall pass to RUAG upon their creation.

12.2 Contractual partner shall have a free, non-transferable and non-exclusive license to enable the latter to use the emerging intellectual property rights within the purpose of the contract. In case of software this right includes the use of the hardware as agreed within the contract and their successor systems. For a changed operating system or higher performance, the modification and extension of the right of use requires the approval of RUAG.

13. Pre-existing Intellectual Property Rights

13.1 Pre-existing intellectual property rights shall remain the property of the owning party.

13.2 Each Party owning pre-existing intellectual property rights shall grant to the other party a free, non-exclusive and non-transferable license to enable the other party to use any product, application or result of the contract for that project only.

14. Infringement of Intellectual Property Rights

Each party shall defend and hold harmless and shall indemnify the other party, its customers, agents, employees, and subcontractors from and against any loss, damage or liability including attorney's fees and costs, based on a claim of infringement or misappropriation of any third party's intellectual property rights by the work performed or delivered hereunder. The party seeking indemnification shall notify the indemnifying party promptly of any such claim and, at its option and expense, shall provide to the indemnifying party reasonable and necessary information, assistance (at the indemnifying party's expense) and authority to defend or settle said claim. In case any work provided hereunder in any suit is held to be in violation of such third party's intellectual property rights and its use is enjoined, the indemnifying party shall at its option and expense (i) procure for the other party the right to continue using the work or (ii) modify the same to make it non-infringing, or (iii) replace the same with work that is non-infringing and acceptable to the other party. The indemnifying party shall not have any liability for infringement or misappropriation if the alleged infringement or misappropriation would not have occurred except for the other party's unauthorized modification of the work or unauthorized combination with other articles, materials, supplies, goods or intellectual property.

15. Confidentiality

15.1 Each Party shall treat in strict confidence all information which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the concluded contract. Moreover the parties shall ensure the confidential treatment by their personnel and consulted specialists. In case of doubt, all information shall be considered as a confidential information.

15.2 Confidential information of a party does not include information which:

- was already known to the other party, before it was made accessible by the disclosing party;
- is or becomes generally known without the other party's responsibility;

- was disclosed to the other party by a third party without any transfer restriction;
- was developed by the other party itself without using or referring the confidential information of the protected party;
- has to be disclosed based on a legally binding decision of a law court, administrative or other authority. In this case the party under the obligation to disclose has to inform the other party immediately about the decision and support protective measures the other party may want to take.

15.3 This obligation of confidentiality already exists prior to the conclusion of the contract and remains valid for a period of five (5) years after termination of the contractual relationship.

15.4 Without the approval of the other party the disclosure of information to third parties is not permitted. The companies of the RUAG Group, particularly the RUAG Holding AG as well as its subsidiaries and enlisted specialists (lawyers, auditors and experts) are not third parties in terms of this agreement. If the approval is given, the obligations of secrecy are to be transferred to the receiving third party.

15.5 Advertising and publications about specific services in connection with the contractual relationship require the written approval of the other party. Without the written approval of RUAG the contractual partner may not advertise the fact that a cooperation between the parties exists or existed, and may not give RUAG as a reference.

16. Data Protection

Each party may have access to personal data (for example names, functions, business units, contact details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with the contract that is subject to these GTC Test/Measurement Services. The parties agree that they act as independent controllers in relation with such Personnel Data unless otherwise agreed expressly by the parties. Personnel Data may be processed only in accordance with applicable law, applying appropriate security measures (e.g. technical and organizational measures, etc.), and only in order to enter into and perform the contract and compatible purposes including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each party undertakes to inform its own Personnel about the processing of Personnel Data by the other party, in accordance with applicable law. Additional details about RUAG's data processing are set out in RUAG's privacy notices (see www.ruag.com/en/privacy).

17. Compliance

17.1 The parties shall comply with applicable legal standards, particularly with the competition- and antitrust laws, industrial safety and child protection provisions (e.g. regarding conflict commodities) and the prohibition of human trafficking and with the core conventions of the International Labor Organisation, as well with the provision against counterfeits or for the protection of the environment and of health (e.g. guidelines like REACH or RoHS). The contractual partner complies with the current code of conduct for business partners of RUAG, which he will be handed upon request.

17.2 The parties commit themselves not to accept financial or other favours, if in return the giving party expects an unjustified advantage or is rewarded. They also commit themselves 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.

17.3 The parties shall commit their personnel, subcontractors, sub-suppliers and other third parties enlisted for the fulfillment of the contract contractually to compliance with this article.

18. Assignment and Pledging

The contractual relationship or rights and duties therefrom can only be assigned or pledged after previous written approval of the other party. The written approval of the other party is also required for pledging of claims from the contractual relationship.

19. Set-off

Contractual partner shall not be entitled to set-off.

20. Applicable Law and Arbitration

20.1 The Laws of Switzerland shall apply, excluding its rules on conflicts of legal systems (in particular Federal Law on International Private Law).

20.2 Any dispute, controversy, or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution on force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The seat of the arbitration shall be Zurich, Switzerland.

The arbitral proceedings shall be conducted in English.