

General Terms and Conditions for the sale of goods, the performance of work as well as for the supply of other deliverables by RUAG companies with their place of business in France (GTC FRA)

1. Scope and validity

- 1.1 These GTC FRA provide for the conclusion, content and performance of contracts for the sale of goods (whether standard goods or specific goods), the performance of work as well as for similar contracts between RUAG (acting as a seller) and a contractual partner.
- 1.2 These GTC FRA shall constitute, in accordance with Article L.441-6 of the French Commercial Code, the sole basis of the commercial negotiation between the parties. These GTC FRA shall apply to all sales of goods (whether standard or specific) and performance of services by RUAG and shall be considered accepted if the contractual partner orders from RUAG. General Terms and Conditions of the contractual partner are explicitly excluded.

2. Offer and order

- 2.1 An offer submitted by RUAG is valid during the period mentioned in the offer. If there is no respective information, RUAG remains bound for thirty (30) calendar days.
- 2.2 If the order of the contractual partner deviates from the offer or from the order confirmation of RUAG, the offer and the order confirmation respectively apply and shall prevail, unless the contractual partner raises an objection immediately after receipt.
- 2.3 According to the explicit will of the parties, orders are only binding if they are placed in writing or subsequently confirmed in writing. Electronic orders and confirmations are considered equal.

3. Enlisting of subcontractors

RUAG reserves the right to enlist subcontractors for the provision of the services. In such a case RUAG remains responsible towards the contractual partner for the provision of the services.

4. Remuneration and packing

- 4.1 The remuneration compensates for the sale of goods and for the performance of services agreed upon in the contract. Unless expressly otherwise agreed, it is due net, excluding taxes and duties (value added tax, customs duties etc), from RUAG premises, without packing and without deductions.
- 4.2 The packing is invoiced separately by RUAG and usually not taken back.

5. Terms of payment

- 5.1 Unless otherwise agreed, the payments are due at once, payable to RUAG within thirty (30) days from the invoice issuance date without any deduction.
- 5.2 The payment dates have to be complied with, even if the delivery of goods or the provision of services is delayed for reasons, for which RUAG is not responsible, or if insignificant parts are missing or slight corrections are necessary.
- 5.3 Justified objections against the invoice must be explained and declared to RUAG within five (5) calendar days from arrival of the invoice, otherwise the original date of payment remains valid.
- 5.4 No discount is granted for all immediate payments.
- 5.5 Any non-payment of an invoice on its due date may give rise, at RUAG's sole discretion, to:
 - a) the total or partial suspension and/or termination of all outstanding orders issued by the contractual partner;
 - b) payment interest for late payment, at a rate equal to three (3) times the applicable statutory interest rate from the date of the invoice until the date of actual payment;

6. Retention of title and transfer of risk

- 6.1 **The delivered subject matter of contract remains the property of RUAG until all claims from the contractual relationship have been fully paid.**
- 6.2 The contractual partner may only sell, pledge or transfer for security the delivered goods with RUAG's express consent.

- 6.3 During the retention of title, the contractual partner shall carefully store, maintain, protect against theft, breakage, fire, water and other risks the delivered goods, and moreover, until an undividable amalgamation with other goods or until use or consumption, take all reasonable measures in order that the property claim of RUAG is neither compromised nor cancelled until the goods are fully paid.

- 6.4 Notwithstanding the terms of the title retention provision, the risks related to the goods shall be transferred to the contractual partner upon delivery to the place of performance.

7. Delivery times and default of delivery

- 7.1 Delivery times are considered kept if before their expiry the notification of dispatch or readiness for acceptance of RUAG has been sent to the contractual partner.
- 7.2 If RUAG cannot comply with a delivery time, for reasons for which it is not responsible (e.g. due to unfulfilled obligation to co-operate of the contractual partner, the fault of third parties, late or incorrect supply), it is extended appropriately.

8. Force Majeure

- 8.1 The Parties shall not be held responsible for failure to perform or delay in performing any of their contractual obligations if such failure or delay is due to unforeseeable events beyond their reasonable control ("Force Majeure"), including but not limited to acts of God, war, 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.
- 8.2 The Party affected by Force Majeure shall notify in writing the other Party within two weeks following the occurrence of any event of Force Majeure citing this Article in said notice and shall supply all relevant information about its effects on the performance of its contractual obligations.
- 8.3 Unless mutually agreed to in writing, the Party unable to perform because of Force Majeure is temporarily excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. Such Party shall not be subject to damage claims.
- 8.4 In case the duration of Force Majeure exceeds six months, the Parties will discuss with each other and each Party will have the right to terminate this Agreement immediately. Contractual obligations performed shall be remunerated. Remuneration already paid shall be refunded, however reduced by the accrued cost and expenses of the contractual obligations performed.

9. Place of performance

- 9.1 Unless otherwise agreed, the premises of RUAG are the place of performance.

10. Inspection and acceptance

- 10.1 The contractual partner shall inspect the subject matter of contract within seven (7) calendar days from delivery (in case the parties expressly agree on the delivery of the good by RUAG), installation (in case the parties expressly agree on the installation of the good by RUAG) or notification of readiness for acceptance (in all other cases) and notify defects in writing within the same seven (7) days, otherwise it shall be considered approved. The subject matter shall also be deemed accepted upon the successful initiation of productive operation.
- 10.2 If during the acceptance inspection, minor defects are detected, acceptance takes place anyway and the acceptance inspection is completed. RUAG subsequently remedies the detected defects.
- 10.3 If during the acceptance inspection, major defects are detected, acceptance is postponed. RUAG remedies detected defects and notifies the contractual partner of a new acceptance date.

11. Warranty

- 11.1 RUAG warrants that the subject matter of contract shows the agreed material and legal properties

11.2 RUAG waives warranty for any performance not performed by RUAG insofar as permitted by law. Warranty claims towards suppliers or manufacturers, if any, shall be transferred by RUAG to the contractual partner on sole discretion by RUAG.

11.3 With respect to the sale of standard goods: no warranties other than the one indicated in article 10.1 of the GTC FRA and article 1641 of the French Civil Code are given by RUAG to the contractual partner.

11.4 With respect to the sale of specific goods: The rights arising from specific good defects expire within twelve (12) months after the transfer of risk. The contractual partner has to notify defects in writing within seven (7) calendar days after their detection. No warranty other than the one indicated in article 10.1 of the GTC FRA is given by RUAG to the contractual partner. With respect to the performance of services: no warranty other than the one indicated in article 10.1 of the GTC FRA is given by RUAG to the contractual partner.

11.5 If the subject matter of contract is defective, subject to provisions of the articles 10.1, 10.2, 10.3, 10.4 and 10.5, RUAG can choose between remediation and replacement. Other claims of the contractual partner are expressly excluded.

12. Liability

12.1 RUAG is only liable for violations of contract caused through gross negligence or intentionally. Liability for auxiliary personnel is excluded.

13. Licenses and export regulations

13.1 Insofar as the contractual partner provides goods and services for the performance by RUAG, he keeps informed at all times about national and international export regulations (e.g. ITAR) and notifies RUAG immediately in writing, if the goods and services provided are subject to these provisions in whole or in part. He complies with all applicable export regulations and discloses to RUAG on request all relevant information for this purpose.

13.2 Unless expressly otherwise agreed in writing, the contractual partner takes all measures required to obtain the official license needed for the performance of the contractual obligations. In particular they include national and international export regulations. RUAG provides the contractual partner with appropriate support.

13.3 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 of 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.

14. Emerging intellectual property rights

14.1 Intellectual property rights (copyrights, patent rights etc.) that are created during the performance of the contract, particularly on works, concepts, hardware and individual software including source code, program description in written or machine-readable form specially developed by RUAG belong to RUAG.

14.2 The contractual partner has a non-transferable and non-exclusive right to use the emerging intellectual property rights listed in article 13.1 within the purpose of the contract. In case of software this right includes the use on the hardware as agreed and their successor systems. This right expressly excludes the possibility for the contractual partner to: (i) modify and adapt the software and/or merge all or any part of the software with another program; (ii) compile, decompile, reverse engineer, or disassemble the software except as permitted by mandatory French law provisions; (iii) translate the software, adapt, create derivative programs, change or arrangement without prior express written agreement of RUAG; (iv) sell, sub-license, assign, rent, lease, loan, transfer or copy the software, or distribute in any way the software. For a changed operating system or higher performance class the modification and extension of the right of use requires the approval of RUAG.

14.3 Both parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

15. Pre-Existing intellectual property rights

15.1 Pre-Existing intellectual property rights (copyrights, patent rights etc.) remain with RUAG or third parties.

15.2 The contractual partner obtains a non-exclusive and non-transferable right to use the pre-existing intellectual property rights of RUAG for the agreed purpose.

16. Infringement of intellectual property rights

16.1 RUAG shall contest at its own cost and risk any third party claims arising from infringement of intellectual property rights directly linked to a good or service provided by RUAG. The contractual partner informs RUAG immediately in writing about claims of third parties due to infringement of intellectual property rights. He lets RUAG conduct a possible trial and take care of the measures and instructions for a settlement in court or out of court of the lawsuit. In case of a trial the contractual partner shall consult RUAG immediately. If necessary, he takes first damage-reducing measures.

16.2 Under these conditions RUAG assumes the costs accruing to and damages paid by the contractual partner. In case of a settlement out of court RUAG makes the agreed payment to third parties only if it has approved it beforehand.

17. Confidentiality

17.1 Both parties shall treat in strict confidence all information of the other party 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 of the other party is to be treated confidentially.

17.2 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 in the public domain; was lawfully disclosed to the other party by a third party without any transfer restriction;
- was developed by the other party itself without using or referring to the confidential information of the protected party;
- has to be disclosed based on applicable law or 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.

17.3 This obligation of confidentiality already exists prior to the conclusion of the contract and remains valid for a period of three (3) years after termination of the contractual relationship.

17.4 Without the written approval of the other party, the disclosure of confidential 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, experts) are not third parties in terms of this agreement. If the written approval is given, the obligations of secrecy are to be transferred to the receiving third party.

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

17.6 If a party violates the above-mentioned obligations of confidentiality, it owes, unless otherwise agreed, a payment to the other party, unless it can prove that it was not at fault. For each case the payment amounts to ten (10)% of the entire compensation for purchase, service and similar contracts or ten (10)% of the annual compensation for continuing obligations, but no more than Euro 50'000.00 per case. This payment does not relieve the party from the obligation of confidentiality; but it is credited against the damages to be paid. Possible penal consequences remain reserved.

18. Data protection

18.1 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 FRA. 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).

19. Compliance

19.1 The parties comply with applicable legal standards, particularly with the competition- and antitrust laws, industrial safety and child protection provisions (e.g. regarding conflict commodities), 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 and RoHS). The contractual partner complies with the current code of conduct for business partners of RUAG, which he will be handed upon request.

19.2 The parties commit themselves not to accept financial or other favors, 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.

19.3 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.

19.4 If one of the parties violates the above-mentioned compliance commitments, it shall owe a contractual penalty, unless it can prove that it was not at fault. For each case of violation this penalty amounts to ten (10)% of the total remuneration or ten (10)% of an annual remuneration in case of a recurring remuneration, but no more than Euro 50'000.00. This payment does not relieve the respective party from its contractual obligations; however, it is credited against the compensation for damages to be paid. Penal consequences remain reserved.

20. Assignment and pledging

20.1 The contractual relationship or rights and duties therefrom can only be assigned or pledged after previous written approval of the other party. Apart from that, RUAG may assign right and duties from the contract to another company from the RUAG Group at any time, without the previous written approval of the contractual partner.

20.2 The claims arising to the contractual partner from the contractual relationship shall be neither assigned nor pledged without the previous written approval of RUAG.

21. Set-off

The contractual partner shall not be entitled to set-off.

22. Applicable law and jurisdiction

22.1 For the rest French Law shall apply, excluding its rules on conflicts of legal systems. The United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.

22.2 For all disputes arising out of or in connection with the contractual relationship only the law courts at the domicile of RUAG shall be competent.