

## General Terms and Conditions for the Sale of Goods and Provision of Services by RUAG Australia Pty Ltd (GTC AUS)

### 1. Scope and validity

- 1.1 These GTC AUS provide for the conclusion, content, performance and termination of contracts for the sale of Goods and provision of Services by RUAG Australia Pty Ltd – ABN 37 005 285 101 (“RUAG”).
- 1.2 These GTC AUS shall be considered accepted if the purchaser of such Goods and/or Services (“Purchaser”) orders from RUAG and reference is made to them in the offer or in the order confirmation. General Terms and Conditions of the Purchaser are explicitly excluded.
- 1.3 These GTC AUS, together with all relevant documentation such as offers, estimates or quotations (including referenced documents) (“Offers”) from RUAG, and all accepted orders placed by the Purchaser for RUAG’s Goods and Services constitute the contract (“Contract”) between RUAG and the Purchaser (collectively, the “Parties”). The application of these GTC AUS may only be varied by agreement in writing between the Parties.
- 1.4 The Contract contains the entire agreement between the Parties with respect to the sale of Goods and provision of Services and supersedes all prior agreements and understandings between the Parties for those Goods and/or Services.
- 1.5 Should any provision of the Contract be deemed incomplete, legally invalid, or unenforceable, such a provision may be severed from the Contract and be replaced by an effective provision as economically equivalent as possible. The remaining terms of the Contract shall remain in full force and effect.
- 1.6 Any rights, remedies, liabilities, conditions, warranties, standards or specifications which apply to or in respect of the Contract between the Parties under or by virtue of the Australian Consumer Law or any other enactment of Australia or of any State or Territory thereof affecting the Contract and which cannot be excluded from the Contract are deemed to apply.
- 1.7 Subject to clause 1.6 of these GTC AUS, to the fullest extent permitted by law, no warranties expressed or implied by law, trade custom or otherwise and no representations, descriptions, conditions or statements are binding on RUAG unless expressly incorporated into the Contract by RUAG’s reference in writing.

### 2. Offer and order

- 2.1 Offers given by RUAG are, unless otherwise stated in such documents, subject to these GTC AUS.
- 2.2 An Offer submitted by RUAG is valid during the period specified in the Offer. If there is no respective information, RUAG’s Offer remains open for acceptance by the Purchaser by placing an order within thirty (30) days from the date of the Offer. The Offer may be subject to amendment or alteration at any time by RUAG prior to RUAG’s acceptance of an order by the Purchaser.
- 2.3 If the order of the Purchaser deviates from the Offer or the order confirmation provided by RUAG, the Offer or order confirmation, respectively, applies, unless the Purchaser objects, in writing, to RUAG within two (2) business days of the Purchaser receiving the order confirmation.
- 2.4 Orders are only binding if they are placed in writing or subsequently confirmed in writing. Electronic orders and order confirmations are considered equivalent.
- 2.5 An order placed by the Purchaser will only form part of the Contract when it has been received and accepted by RUAG (“Commencement Date”). RUAG’s acceptance of any order lodged by the Purchaser may be in writing or by RUAG delivering the Goods or Services which are the subject of an order. However, any terms and conditions contained in any order or other document issued by the Purchaser will not form part of the Contract unless they are expressly signed and accepted by RUAG.
- 2.6 Once accepted by RUAG, orders may not be cancelled or varied by the Purchaser without the consent of RUAG in writing.
- 2.7 RUAG reserves the right to correct any significant errors or omissions in its Offers, order confirmations or invoices.

### 3. Enlisting of subcontractors

RUAG reserves the right to sub-contract the sale of Goods and provision of Services or parts thereof to any other party or person or corporation it may determine. In

such a case, RUAG remains responsible to the Purchaser for the provision of the Goods and Services by the third party.

### 4. Remuneration

- 4.1 The remuneration compensates for the Goods and Services agreed upon in the Contract. Unless otherwise agreed by the Parties in writing, it is due net, without packing and without any deductions. It excludes sales tax or any other tax, duty, levy or the like which may be added to the remuneration by the Purchaser.
- 4.2 Unless otherwise agreed between the Parties, the packaging for the Goods is invoiced separately by RUAG and not taken back.
- 4.3 In accordance with the provision in clause 2.2 of these GTC AUS, RUAG explicitly reserves the right at any time prior to accepting an order to alter, with notice in writing to the Purchaser, the purchase price of the Goods or Services due to the increase of the current rate and cost of materials and labour, freight and cartage, insurance, foreign exchange and customs tariff.

### 5. Goods and Services Tax

- 5.1 The Purchaser must pay Goods and Services Tax (“GST”) at the applicable rate on any taxable supply made by RUAG to the Purchaser, in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

### 6. Terms of payment

- 6.1 Unless otherwise agreed between the Parties, all payments are due in full, at once, payable to RUAG within thirty (30) days from the invoice date (“Due Date”).
- 6.2 All payments must be received by the Due Date, even if the delivery of Goods and Services is delayed for reasons, for which RUAG is not responsible, or if insignificant parts of the Goods are missing or slight corrections are necessary.
- 6.3 Should the Purchaser not pay for the Goods and Services in accordance with the time frame specified in clause 6.1 of these GTC AUS, RUAG may:
  - i) charge interest on the overdue account equal to five (5) % above the last Reserve Bank of Australia cash rate target announced prior to the date of this Contract. Where interest is charged, it will be calculated monthly on amounts outstanding from the date on which they were due and payable, until RUAG receives full payment of the outstanding amounts;
  - ii) refuse to make any further deliveries under the Contract until the amount due has been fully paid; and/or
  - iii) treat the failure of the Purchaser to make payments as a repudiation of the Contract by the Purchaser if the amount due remains unpaid after providing seven (7) days notice to the Purchaser of such breach and an opportunity to rectify the breach. Such repudiation shall entitle RUAG to elect, without prejudice to any other rights of RUAG, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.
- 6.4 The Purchaser is not entitled to withhold any payment by way of retention unless the terms and conditions of the retention are agreed to in writing by RUAG prior to the provision of the Goods or Services.

### 7. Transfer and retention of title

- 7.1 The property and title in the Goods remain with RUAG until all payments and claims owed to RUAG for the Goods and Services under the Contract have been fully paid by the Purchaser. The Purchaser may only sell, pledge or transfer the Goods for security if it has fully met all payment obligations under the Contract.
- 7.2 The Purchaser acknowledges that, until the title in the Goods passes to the Purchaser in accordance with clause 7.1 of these GTC AUS, the Purchaser is in possession of the Goods for and on behalf of RUAG as a bailee.
- 7.3 During the retention of title the Purchaser shall carefully store, maintain, protect against theft, breakage, fire, water and other risks the delivered Goods, and moreover take all reasonable measures in order that the property claim of RUAG is neither compromised nor cancelled until the title in the Goods has passed to the Purchaser. Whilst property and title in the Goods remain with RUAG, the Purchaser must keep the Goods identifiably separate from other goods not supplied by RUAG.
- 7.4 The Purchaser agrees that whilst property and title in the Goods remain with RUAG, RUAG (or any receiver, manager, administrator, liquidator or trustee in bankruptcy

of the Purchaser) has the right, with or without prior notice to the Purchaser, to enter upon any of Purchaser's premises to inspect the Goods and to the extent that it is practicable to do so, to repossess the Goods which may be in the Purchaser's possession, custody or control when payment is overdue under the Contract. In such case, the Purchaser will be responsible for RUAG's costs and expenses in exercising its rights.

## 8. Personal Property Securities Act 2009 (Cth) ("PPSA")

8.1 The Purchaser acknowledges and agrees:

- i) that the Contract constitutes a security agreement for the purposes of the PPSA which creates a security interest in favour of RUAG in all Goods supplied by RUAG and proceeds thereof to secure the Purchaser's payment obligations to RUAG;
- ii) to grant to RUAG a Purchase Money Security Interest as defined in section 14 of the PPSA;
- iii) that RUAG may apply to register and register any security interest created under the Contract on public register including the Personal Property Securities Register (PPSR) at any time before or after delivery of the Goods by RUAG;
- iv) RUAG may use and disclose information provided by the Purchaser to register any security interest on public registers. This may include disclosure of information of the Purchaser that is not publicly available. Such disclosure is only authorised to the extent necessary in connection with an exercise of rights under the Contract or a transfer or other dealing with rights or obligations under the Contract, or to officers, employees, agent, contractors, legal or other advisors and auditors of RUAG, or in accordance with the consent of the Purchaser (not to be unreasonably withheld) or as required by any law (other than section 275(1) of the PPSA unless section 275(7) of the PPSA applies);
- v) to sign any documents and/or provide any assistance and information (which information the Purchaser warrants to be complete, accurate and up-to-date in all respects) which RUAG may reasonably require to enable registration of a financing statement or financing change statement on the PPSR;
- vi) that RUAG does not need to give the Purchaser any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded;
- vii) that if Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interest created under the Contract, the following provisions of the PPSA do not apply: section 95 (notice of removal of accession to the extent that it requires RUAG to give a notice to the Purchaser); subsection 121(4) (enforcement of liquid assets); section 130 (notice of disposal to the extent that it requires RUAG to give a notice to the Purchaser); paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement);
- viii) not to register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of RUAG;
- ix) to give RUAG not less than ten (10) business days written notice of any proposed change in the Purchaser's name and/or any other changes;
- x) to indemnify RUAG for any costs incurred by RUAG under this clause;
- xi) to give RUAG free and immediate access to its premises or places within its control to enable RUAG to enforce its security interests; and
- xii) to procure, immediately upon request by RUAG from any person considered by RUAG to be relevant to its security position, such agreement and waivers as RUAG may at any time require; and
- xiii) to waive any rights it may have under sections 115 of the PPSA upon enforcement.

8.2 The Purchaser acknowledges that it has received value as at the date the Goods are supplied by RUAG or the date the Goods are fitted and there is no agreement to postpone the time for the attachment of the security interest (as defined in the PPSA) granted to RUAG pursuant to the Contract.

8.3 To the extent permitted by law, this clause will survive the termination of any agreement between RUAG and the Purchaser.

## 9. Delivery and default of delivery

9.1 Unless otherwise agreed in writing, RUAG shall deliver Goods to the Purchaser from RUAG's facility or warehouse. Partial deliveries are permitted. RUAG may deliver Goods in advance of the delivery schedule.

9.2 RUAG will use reasonable endeavours to meet any delivery or completion date quoted but such date or time is a bona fide estimate only according to information available to RUAG from its makers and shippers at the time of Offer and is not to be construed as a fixed date or time unless specifically agreed to by RUAG in writing.

9.3 Delivery dates are considered adhered to if, prior to their expiry, the notification of dispatch or readiness for acceptance of RUAG has been sent to the Purchaser.

9.4 Any delivery or completion date shall be extended in respect of any delay relating to either instructions given by, or lack of instructions from, the Purchaser, or any other acts or omissions of the Purchaser or those for whom Purchaser is responsible, including any delay or withdrawal of access by the Purchaser to the premises required for the purpose of fulfilling the Contract.

## 10. Force Majeure

10.1 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 RUAG's 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 government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of RUAG.

10.2 RUAG shall notify the Purchaser in writing within two (2) 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 the Contract.

10.3 Unless otherwise agreed in writing between the Parties, if RUAG is unable to perform the Contract because of Force Majeure, RUAG is temporarily excused from performance while the incident of Force Majeure is occurring and is obligated to perform once the incident ends. RUAG shall not be subject to damage claims.

10.4 In case the duration of Force Majeure exceeds six (6) months, the Parties will have the right to terminate the Contract immediately. Contractual obligations performed shall be remunerated. If the purchase price has been paid by the Purchaser in full, RUAG will refund the purchase price less the accrued cost and expenses of the contractual obligations.

## 11. Place of performance

Unless otherwise agreed in writing between the Parties, RUAG's premises are the place of performance.

## 12. Transfer of Risk

12.1 Unless otherwise agreed in writing between the Parties, upon delivery of the Goods to the Purchaser, the Purchaser will carry the risk and become responsible for loss of, or damage to, the Goods, except where RUAG is at fault.

12.2 If repair services are required to be performed on the Purchaser's Goods at RUAG's facility, the Purchaser shall be responsible for, and shall retain the risk or loss of, such Goods at all times, except where RUAG is responsible for damage to the Goods while stored or held at RUAG's facility and where such damage is caused by RUAG's negligence.

## 13. Termination

13.1 In addition to any other remedies that RUAG may have in law, RUAG may terminate or suspend the Contract or any part thereof if the Purchaser:

- i) fails to pay any amount when due under the Contract and such failure continues for fourteen (14) days after the Purchaser's receipt of a written notice demanding payment ("Notice of Demand") from RUAG;
- ii) has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or
- iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganisation or assignment for the benefit of creditors.

13.2 If the Contract (or parts thereof) is terminated, as specified in clause 13.1 of these GTC AUS:

- i) RUAG will have an immediate right to re-possession of the Goods held by the Purchaser but for which the full purchase price has not been paid in respect of the Goods; and

- ii) all other debts owed to RUAG by the Purchaser will become due and payable and must be paid by the Purchaser on demand by RUAG, on the terms of the Notice of Demand from RUAG.

13.3 RUAG, in addition to any other rights of termination it has under this Contract may, at any time and for any reason, terminate the performance of Services for convenience by written notification within 30 days. Written notification must be provided to Purchaser, stating that this Contract, or a specified part of this Contract, is terminated without any further obligations from RUAG. Such termination shall explicitly not constitute default.

#### 14. Inspection and acceptance

14.1 The contractual partner shall inspect the subject matter of contract within 7 calendar days and notify defects in writing, otherwise it shall be considered approved. The subject matter shall also be deemed accepted upon the successful initiation of productive operation.

14.2 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.

14.3 If, during the acceptance inspection, major defects are detected, acceptance is postponed. RUAG remedies detected defects and notifies the Purchaser of a new acceptance date.

#### 15. Warranty

15.1 Any of RUAG's Goods or Services for which the remuneration is equal to or less than AUD 40,000.00 comes with a guarantee that the Purchaser will be entitled to a replacement or refund for a major failure in the Goods or Services and for compensation for any other reasonably foreseeable loss or damage in respect of, or in connection with, the Goods or Services. The Purchaser is also entitled to have such Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

15.2 RUAG warrants that the Goods will comply with any description contained in the relevant sales confirmation (if any) and with the standard specification for the Goods. Goods shall be delivered free from defects in material, workmanship and title and Services shall be performed in a competent and diligent manner in accordance with any mutually agreed specifications. If the Contract is an agreement for the supply of consumer goods, this warranty is provided in addition to other rights and remedies which the Purchaser is entitled to under the Australian Consumer Law and any other law relating to the provision of the Goods and Services.

15.3 If the Goods supplied or Services performed by RUAG do not satisfy the warranties specified in clause 15.2 of these GTC AUS, the Purchaser shall promptly notify RUAG in writing prior to expiration of the warranty period. RUAG shall, at no cost to the Purchaser and at its option:

- i) repair such Goods;
- ii) replace defective Goods with the same or equivalent goods;
- iii) re-perform defective Services; or
- iv) refund to the Purchaser the contract price of such Goods or Services.

This warranty does not extend to include RUAG's labour costs. The Purchaser shall bear the costs of access for RUAG's remedial warranty efforts (including removal and replacement of systems, structures or other parts of the Purchaser's facility), de-installation, decontamination, re-installation and transportation of defective Goods to RUAG and back to Purchaser. The warranty cover for repaired or replaced Goods will expire on the same date as the warranty for the rest of the Goods or Services.

15.4 The warranty does not apply in respect of defects due to or arising from:

- i) incorrect or negligent handling, disregard of operating or maintenance instructions, overloading, unsuitable operating conditions, defective building work, lightning, accident, neglect, faulty erection, acts of God, causes beyond RUAG's control, and unauthorised repairs or alterations; and
- ii) normal wear and tear.

15.5 This warranty only applies if:

- iii) the Goods have been properly handled, located, used, maintained and stored;
- iv) defects occur within twelve (12) calendar months after the Goods have been delivered to the Purchaser or, if delivery was delayed for reasons beyond RUAG's control then within twelve (12) calendar months of deliveries or within

- eighteen (18) calendar months after RUAG first notified the Purchaser that RUAG was ready to deliver the Goods (whichever period expires earlier);
- v) defects occur within six (6) calendar months after the Services have been performed;
- vi) RUAG is notified in writing within seven (7) days of the alleged defect first coming to the notice of the Purchaser;
- vii) the Purchaser returns the defective Goods to RUAG, or if necessary and at the sole discretion of RUAG, to the works where such Goods were manufactured or assembled, free of charge; and
- viii) the Purchaser has fulfilled all of his contractual obligations under the Contract.

#### 16. Limitation of Liability

16.1 Notwithstanding anything else contained in the Contract to the contrary, and except to the extent that this Contract applies to a consumer as defined in the Australian Consumer Law, RUAG shall not be liable (to the fullest extent permitted at law) whether by way of indemnity, guarantee, or by reason of any breach of contract, or of statutory duty or by reason of tort (including but not limited to negligence) or any other legal principle or doctrine for:

- i) any loss of profits, loss of use, loss of revenue or loss of anticipated savings or for any financial or economic loss (whether direct or indirect) or for any consequential or indirect loss or damage whatsoever; or
- ii) any other amount in aggregate with any other liability (being any past, present or future liability) to which this clause applies, that exceeds the aggregate value of all payments of the Contract price made under these GTC AUS (except in relation to a consumer contract, as defined in the Australian Consumer Law).

16.2 Otherwise, where it is permitted under Australian Consumer Law or otherwise at law to do so the remedies in clause 15.3 of these GTC AUS will apply.

#### 17. Indemnity

The Purchaser shall keep RUAG indemnified against all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against the Purchaser or which the Purchaser may sustain, pay or incur as a result of or in connection with the manufacture, sale, export, import or use of the Goods or provision of the Services unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any breach of the Contract or guarantee by, or negligence of, RUAG or its duly authorised employee or agent.

#### 18. Licenses and export regulations

18.1 The sale, resale or other disposition of the Goods and any related technology or documentation may be subject to export control laws, regulations and orders of Australia and may be subject to the export and/or import control laws and regulations of other countries (e.g. ITAR). The Purchaser agrees to fully comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Goods to any country to which such export or transmission is restricted or prohibited. The Purchaser acknowledges its responsibility to obtain any license to export, re-export or import and discloses to RUAG on request all relevant information as may be required for the performance of the Contract.

18.2 Insofar as the Purchaser provides goods for the performance by RUAG, the Purchaser keeps informed at all times about national and international export regulations (e.g. ITAR) and notifies RUAG immediately in writing, if the goods provided are subject to these provisions in whole or in part.

18.3 RUAG shall not be liable for any loss or damage arising from controls referred to in clause 18.1 of these GTC AUS or any other restrictions imposed by other legislation on the resale or use of the Goods.

18.4 If the manufacture or use or sale of the Goods is forbidden or restricted by any competent government authority, any costs or expenses incurred by RUAG in connection with the Contract shall be paid by the Purchaser.

#### 19. Emerging intellectual property rights

19.1 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.

19.2 The Purchaser is granted a non-transferable and non-exclusive right to use the emerging intellectual property rights within the purpose of the Contract. In case of software this right includes the use on the hardware as agreed and their successor

systems. For a changed operating system or higher performance class the modification and extension of the right of use requires the approval of RUAG.

19.3 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.

## 20. Pre-Existing intellectual property rights

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

20.2 The Purchaser is granted a non-exclusive and non-transferable right to use the pre-existing intellectual property rights for the agreed purpose in the Contract.

20.3 If RUAG supplies any Goods or Services in accordance with the Purchaser's specifications or using the Purchaser's goods, the Purchaser shall indemnify RUAG from and against all actions, claims, demands, costs, expenses and liabilities arising in connection with any alleged or actual infringement of the intellectual property rights of a third party.

## 21. Infringement of intellectual property rights

21.1 RUAG shall defend and indemnify the Purchaser against any claim by a third party alleging that Goods or Services furnished under the Contract infringe a patent in effect, or any registered copyright or trademark, provided that the Purchaser:

- i) promptly notifies RUAG in writing of such claim;
- ii) makes no admission of liability and does not take any position adverse to RUAG;
- iii) gives RUAG sole authority to control defence and settlement of the claim; and
- iv) provides RUAG with full disclosure and reasonable assistance as required to defend the claim. This includes, to the extent permitted by law, that the Purchaser permits RUAG to conduct a possible trial and be responsible for the measures and instructions for a settlement in court or out of court of the lawsuit. In the case of a trial, the Purchaser shall consult RUAG immediately. If necessary, he takes first damage-reducing measures.

21.2 Clause 21.1 of these GTC AUS shall not apply and RUAG shall have no obligation or liability with respect to any claim based upon:

- i) Goods or Services that have been modified, or revised;
- ii) the combination of any Goods or Services with other goods or services when such combination is a basis of the alleged infringement;
- iii) failure of the Purchaser to implement any update provided by RUAG that would have prevented the claim;
- iv) unauthorised use of Goods or Services; or
- v) Goods or Services made or performed to the Purchaser's specifications.

21.3 Should any Goods or Services, or any portion thereof, become the subject of a claim, RUAG may, at its option:

- i) procure for the Purchaser the right to continue using the Goods or Services, or applicable portion thereof;
- ii) modify or replace them in whole or in part to make it non-infringing; or
- iii) failing i) or ii), take back infringing Goods or Services and refund the price received by RUAG attributable to the infringing Goods or Services.

21.4 Clause 21 of these GTC AUS states RUAG's exclusive liability for intellectual property infringement relating to the provision of its Goods and Services.

## 22. Confidentiality

22.1 Both Parties 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 Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

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

- i) was already known to the other party, before it was made accessible by the disclosing party;
- ii) is or becomes generally known without the other party's responsibility;
- iii) was disclosed to the other party by a third party without any transfer restriction;
- iv) was developed by the other party itself without using or referring to the confidential information of the protected party; and/or
- v) has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall

inform the other Party immediately about the decision and consider protective measures the other Party may want implement.

22.3 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.

22.4A Party must not disclose any confidential information to a third party without the prior written approval of the other Party to the Contract. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

22.5 Notwithstanding clause 22.4 of these GTC AUS, RUAG may disclose confidential information to the companies of the RUAG Group, particularly the RUAG International Holding AG as well as its subsidiaries, and enlisted specialists (lawyers, auditors, experts).

22.6 Advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of RUAG, the Purchaser may not advertise the fact that a collaboration between the Parties exists or existed, and may not give RUAG as a reference.

## 23. 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 AUS. 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](http://www.ruag.com/en/privacy)).

## 24. Compliance

24.1 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.

24.2 The Parties commit themselves not to directly or indirectly make any payment, gift or other commitment to any person in a manner contrary to applicable law, or accept financial or other favours, if in return the giving party expects an unjustified advantage or is rewarded. The Parties also commit themselves to comply with the U.S. Foreign Corrupt Practices Act and 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.

24.3 The Parties shall require their personnel, subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract to comply with this clause.

## 25. Assignment and pledging

25.1 The Contract or rights and duties therefrom can only be assigned or pledged with the previous written approval of both Parties to the Contract.

25.2 Notwithstanding clause 25.1, of these GTC AUS, RUAG may assign rights and obligations from the Contract to another company of the RUAG Group at any time.

25.3 Any claims arising to the Purchaser from the Contract may be neither assigned nor pledged without the previous written approval of RUAG.

## **26. Set-off**

The Purchaser shall not be entitled to set-off.

## **27. Applicable law and jurisdiction**

27.1 The Contract shall be deemed to have been entered into in the State of Victoria, Australia and shall be construed, enforced and performed in accordance with the laws of that State. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

27.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the contract.