

## 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 Austria (GTC AUT)

### 1. Scope and validity

- 1.1 These GTC AUT provide for the conclusion, content and performance of contracts for the sale of goods, the performance of work as well as for similar contracts for business customers (mutual business-related transactions).
- 1.2 These GTC AUT 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 for the whole term of the contract; the absence of an objection on the part of RUAG does not mean that it has accepted such conditions.

### 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 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, the order confirmation respectively, applies, unless the contractual partner raises an objection immediately after receipt.
- 2.3 Orders are only binding if they are placed in writing or subsequently confirmed in writing. Electronic orders are binding if this is foreseen in a written agreement between the parties.

### 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

- 4.1 The remuneration compensates for the performances 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 deductions.
- 4.2 RUAG is entitled to adjust the remuneration in line with the rise of the actual costs, but by no more than the respective increase in the general cost of living, if more than three months have passed between concluding the contract and the delivery date.

### 5. Terms of payment

- 5.1 Unless otherwise agreed, the payments are due at once, payable to RUAG within 30 calendar days from the invoice date without any deduction.
- 5.2 The payment dates have to be complied with, even if the services are delayed for reasons for which RUAG is not responsible, or if insignificant parts are missing or slight corrections are necessary. The contractual partner's right of retention or right to offset are excluded.
- 5.3 Legitimate objections are to be raised in writing by the contractual partner within a reasonable period, however, no later than two weeks following the receipt of the invoice, and are to be justified. Otherwise, the original date of payment shall apply.

### 6. Retention of title

- 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 During the term of the contract, the contractual partner may only sell, pledge or transfer for security the delivered objects if he has fully met all payment obligations from the contractual relationship.
- 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 objects, and moreover take all reasonable measures in order that the property claim of RUAG is neither compromised nor cancelled until the objects are installed or used.

### 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 date for reasons for which it is not responsible (e.g due to unfulfilled obligation to co-operate of the contractual partner or the fault of third parties), the delivery date is extended appropriately.

### 8. Place of performance

- 8.1 Unless otherwise agreed, the premises of the delivering RUAG company are the place of performance.
- 8.2 With the delivery to the place of performance title and risk are transferred to the contractual partner.

### 9. Inspection and acceptance

- 9.1 The contractual partner shall inspect the subject matter of contract within 7 calendar days and shall raise substantiated objections to any defects in writing, otherwise it shall be considered approved. Hidden defects are to be reported in writing immediately, but no later than 3 calendar days upon being detected. If defects are not objected to, or if objections are not raised in due time, any warranty claims or claims for damages or disputes of errors are excluded. The subject matter of contract is also deemed accepted when used in productive operations.
- 9.2 If during the acceptance inspection minor defects are detected, acceptance takes place anyway with the completion of the acceptance inspection. RUAG subsequently remedies the detected defects.
- 9.3 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.

### 10. Warranty

- 10.1 RUAG warrants that the subject matter of contract shows the agreed material and legal properties. RUAG only warrants suitability for a particular purpose upon express agreement in writing.
- 10.2 As far as legally permitted, the warranty does not cover services not rendered by RUAG. RUAG assigns any warranty claims against suppliers and manufacturers to the contractual partner.
- 10.3 Unless otherwise agreed in the contract, warranty claims become time-barred after 12 months from acceptance of a contractual item.
- 10.4 If the subject matter of contract is defective, and subject to Sections 9 and 10, RUAG can choose between remediation, price reduction and replacement. Other claims of the contractual partner are expressly excluded.

### 11. Liability

RUAG is only liable for violations of contract caused through gross negligence or intentionally, with the exception of personal injuries. The burden of proof for gross negligence or wilful misconduct shall be on the party that has suffered damage.

All claims for damages subject to these GTC AUT become time-barred after 6 months of becoming aware of the damaging party and/or the damage. Liability for subsequent damage, loss of profits or other fidelity losses is also excluded.

### 12. Force Majeure

- 12.1 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.

12.2 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.

12.3 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.

12.4 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.

### 13. Licenses and export regulations

13.1 Insofar as the contractual partner provides goods 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 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. This obligation applies beyond the term of the contract.

13.2 Unless expressly otherwise agreed in writing, the contractual partner takes all measures required to obtain the official license needed for the provision of the services. In particular they include national and international export regulations. RUAG provides the contractual partner with appropriate support. If goods are exported from Austria, the contractual partner shall bear sole responsibility for complying with the relevant regulations outside of Austria and shall indemnify RUAG against any and all claims and actions in this respect.

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 solely to RUAG.

14.2 The contractual partner has a non-transferable and non-exclusive right to use the emerging intellectual property rights within the purpose of the contract ("Werknutzungsbewilligung"). 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.

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. If the contractual partner provides RUAG with intellectual property rights, it warrants that this will not infringe any intellectual property rights of third parties.

15.2 The contractual partner obtains a non-exclusive and non-transferable right to use the pre-existing intellectual property rights 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 connected to RUAG services. 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 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 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 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 to the confidential information of the protected party;
- has to be disclosed based on applicable law, 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 3 years after termination of the contractual relationship.

17.4 Without the written approval of the other party the disclosure of information to third parties is not permitted. The companies of the RUAG Group, particularly the RUAG International Holding AG as well as its subsidiaries and enlisted specialists (lawyers, auditors, 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.

17.5 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.

**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 10% of the entire compensation for purchase-, service- and similar contracts or 10% of the annual compensation for continuing obligations, but no more than EUR 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. A party can only demand a contractual penalty when it exercises its right to such within one month of becoming aware of the contractual infringement.**

### 18. 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 AUT. 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)).

## 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 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 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.

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 10% of the total remuneration or 10% of an annual remuneration in case of a recurring remuneration, but no more than EUR 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.

20.2 The claims arising to the contractual partner from the contractual relationship may be neither assigned or pledged without the previous written approval of RUAG.

## 21. Set-off

Without the express written consent of RUAG, the contractual partner shall not be entitled to set-off.

## 22. Applicable law and jurisdiction

22.1 Austrian law shall apply to the contract and to all claims and rights resulting from it, excluding the collision and reference norms as well as the United Nations Convention on Contracts for the International Sale of Goods.

22.2 All disputes arising out of or in connection with the contractual relationship fall within the jurisdiction of the ordinary courts for commercial matters in Vienna.