

General Terms and Conditions for the Sale of Goods and Provision of Services by RUAG Malaysia Sdn Bhd ("GTC MY")

1. Scope and validity

- 1.1 These GTC MY provide for the conclusion, content, performance and termination of contracts for the sale of Goods and provision of Services by RUAG Aviation Malaysia (Company No. []) ("RUAG").
- 1.2 These GTC MY 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 MY, 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 MY 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 Malaysian Consumer Protection Act 1999 and which cannot be excluded from the Contract are deemed to apply.
- 1.7 Subject to clause 1.6 of these GTC MY, 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 MY.
- 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 any 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 shall be invoiced separately by RUAG and not taken back.
- 4.3 In accordance with the provision in clause 2.2 of these GTC MY, 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 *Goods and Services Tax Act 2014*.

6. Terms of payment

- 6.1 Unless otherwise agreed between the Parties, all payments are due in full, at once, payable to RUAG within sixty (60) 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 MY, RUAG may:
 - i) charge interest on the overdue account at a rate of five (5) %. 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 MY, 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 the 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. Delivery and default of delivery

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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 the Purchaser is responsible, including any delay or withdrawal of access by the Purchaser to the premises required for the purpose of fulfilling the Contract.

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 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10. Place of performance

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

11. Transfer of Risk

- 11.1 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.
- 11.2 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.

12. Termination

- 12.1 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:
- 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;
 - has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or

- 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.

12.2 If the Contract (or parts thereof) is terminated, as specified in clause 12.1 of these GTC MY:

- 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
- 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.

12.3 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 thirty (30) days. Written notification must be provided to the 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.

13. Inspection and acceptance

- 13.1 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.
- 13.2 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.
- 13.3 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.

14. Warranty

- 14.1 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 Malaysian Consumer Protection Act 1999 and any other law relating to the provision of the Goods and Services.
- 14.2 If the Goods supplied or Services performed by RUAG do not satisfy the warranties specified in clause 14.2 of these GTC MY, 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:
- repair such Goods;
 - replace defective Goods with the same or equivalent goods;
 - re-perform defective Services; or
 - 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.

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

- 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
- normal wear and tear.

14.4 This warranty only applies if:

- the Goods have been properly handled, located, used, maintained and stored;
- 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.

15. Limitation of Liability

15.1 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 Malaysian Consumer Protection Act 1999, 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 MY (except in relation to a consumer contract, as defined in the Malaysian Consumer Protection Act 1999).

15.2 Otherwise, where it is permitted under the Malaysian Consumer Protection Act 1999 or otherwise at law to do so the remedies in clause 14.2 of these GTC MY will apply.

16. 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.

17. Licenses and export regulations

17.1 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 Malaysia 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.

17.2 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.

17.3 RUAG shall not be liable for any loss or damage arising from controls referred to in clause 17.1 of these GTC MY or any other restrictions imposed by other legislation on the resale or use of the Goods.

17.4 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.

17.5 Where applicable for goods provided by the Purchaser for the performance, Purchaser 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.

18. Emerging intellectual property rights

18.1 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.

18.2 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.

18.3 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.

19. Pre-Existing intellectual property rights

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

19.2 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.

19.3 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.

20. Infringement of intellectual property rights

20.1 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.

20.2 Clause 20.1 of these GTC MY 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.

20.3 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.

20.4 Clause 20 of these GTC MY states RUAG's exclusive liability for intellectual property infringement relating to the provision of its Goods and Services.

Kommentiert [CK1]: For your reference a "consumer" is defined by the Consumer Protection Act 1999 to mean a person who:
(a) acquires or uses goods or services of a kind ordinarily acquired for personal, domestic or household purpose, use or consumption; and
(b) does not acquire or use the goods or services, or hold himself out as acquiring or using the goods or services, primarily for the purpose of:
(i) resupplying them in trade;
(ii) consuming them in the course of a manufacturing process; or
(iii) in the case of goods, repairing or treating, in trade, other goods or fixtures on land.

21. Confidentiality

21.1 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.

21.2 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.

21.3 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.

21.4 A 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.

21.5 Notwithstanding clause 21.4 of these GTC MY, 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).

21.6 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.

22. Data protection

22.1 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 MY. 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).

23. Compliance

23.1 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.

23.2 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.

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

24. Assignment and pledging

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

24.2 Notwithstanding clause 24.1, of these GTC MY, RUAG may assign rights and obligations from the Contract to another company of the RUAG Group at any time.

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

25. Set-off

The Purchaser shall not be entitled to set-off.

26. Applicable law and jurisdiction

26.1 The Contract shall be governed by and construed in accordance with the laws of Malaysia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Malaysia.

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