

## General Terms and Conditions for the sale of goods, the performance of work as well as for the supply of services and other deliverables by Beyond Gravity companies (GTC)

### 1. Scope and Validity

- 1.1 These GTC provide for the conclusion, content and performance of contracts for the sale of goods, the performance of work as well as for services or similar contracts by Beyond Gravity companies.
- 1.2 These GTC shall be considered accepted if the contractual partner orders from Beyond Gravity and reference is made to them in the offer or in the order confirmation. Acceptance is valid for subsequential orders as well unless expressly agreed otherwise. General Terms and Conditions of the contractual partner are explicitly excluded.

### 2. Offer and Order

- 2.1 An offer submitted by Beyond Gravity is valid during the period mentioned in the offer. If there is no respective information, Beyond Gravity remains bound for 30 days.
- 2.2 If the order of the contractual partner deviates from the offer or from the order confirmation of Beyond Gravity, 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 customary in the sector, foreseen in a written agreement between the parties or in the case of qualified electronic signatures, which are on par with handwritten signatures by applicable law. This is valid mutatis mutandis, wherever these GTC require written form.

### 3. Execution

- 3.1 The contractual obligations are listed conclusively in the order of precedence, including annexes to the contract. Beyond Gravity is authorized to execute improvements if such improvements are free of charge.

### 4. Engagement of subcontractors

Beyond Gravity reserves the right to engage subcontractors for the provision of the goods and services. In such a case Beyond Gravity remains responsible towards the contractual partner for the provision of the goods and services.

### 5. Remuneration and packing

- 5.1 The remuneration compensates for the 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 Beyond Gravity premises, without packing and without deductions.
- 5.2 The packing is invoiced separately by Beyond Gravity and usually not taken back. Transport takes place at the expense and risk of the contractual partner. He is obliged to take out insurance for any damage from transport.
- 5.3 Further, in case of service mandates, necessary cost for travel, board and lodging and other expenses shall be remunerated by the contractual partner in addition, unless expressly agreed otherwise.
- 5.4 Beyond Gravity reserves the right to adapt the remuneration if in the time period between the offer and contractual fulfillment the original cost basis for wages, goods or other cost (e.g., energy) changes significantly. In this case the remuneration shall be adapted according to the pricing formula in the Annex.
- 5.5 If the remuneration is not defined in local currency of Beyond Gravity, Beyond Gravity reserves an adaptation of the remuneration, should a fluctuation of the currency exchange rate as published by the United States Federal Reserve exceed three

percent (3%) at the time of invoicing compared to the exchange rate at the effective date of the Purchase Order. In case of several deliveries several adaptations are possible.

### 6. Terms of payment

- 6.1 Unless agreed otherwise, the payments are due at once, payable to Beyond Gravity within 30 days from the invoice date without any deduction and with no right of setoff unless expressly agreed to otherwise in writing by Beyond Gravity.
- 6.2 The payment dates have to be complied with, even if the services are delayed for reasons for which Beyond Gravity is not responsible, or if insignificant parts are missing or slight corrections are necessary.
- 6.3 Business Email Compromise: The contractual partner is responsible for using best business practices when initiating payments to Beyond Gravity. He shall establish internal protocols to verify any notice of change of Beyond Gravity's bank or payee account, to prevent payments to third parties due to fraudulent "phishing" or email hacking. This includes contractual partner's independent verification of any purported wire, ACH transfer or similar instructions claiming changes in Beyond Gravity's payment information or procedures (bank account changes, change in payee, etc.). The contractual partner shall verify any such purported payment changes by telephone, video conference or in-person verification with Beyond Gravity's accounting department, sales manager or executive offers. Contractual partner shall be responsible for all damages arising from its failure to independently verify changes to Beyond Gravity's bank or payment account, as well as Beyond Gravity's payments remitted to third parties due to fraudulent intervention.

### 7. Retention of title

- 7.1 The delivered subject matter of contract remains the property of Beyond Gravity until all claims from the contractual relationship have been fully paid.
- 7.2 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.
- 7.3 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 Beyond Gravity is neither compromised nor cancelled until the objects are installed or used.

### 8. Delivery times and default of delivery

- 8.1 Delivery times are considered kept if before their expiry the notification of dispatch or readiness for acceptance of Beyond Gravity has been sent to the contractual partner.
- 8.2 If Beyond Gravity 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 or the fault of third parties), it is extended appropriately.

### 9. Termination and contract dissolution

- 9.1 Each Party may terminate or revoke service mandates at any time. In this case Beyond Gravity is entitled to remuneration for services already rendered. Claims for damages in the event of termination at an inopportune time remain reserved.
- 9.2 In case of unforeseen event, which changes the economic value or content of the delivery or performance of contracts for the sale of goods or performance of work, or which influence the performance significantly, and in case of subsequent impossibility of execution, Beyond Gravity is entitled to adapt the contract accordingly. If this is economically impossible or unacceptable,

Beyond Gravity has the right to terminate the contract or the part of the contract concerned.

- 9.3 If Beyond Gravity makes use of such termination, after knowledge of the impact of the event, it has to inform the contractual partner immediately. In this case Beyond Gravity is entitled to remuneration for deliveries or performance provided. Indemnification claims of the contractual partner for such a termination of the contract are excluded.

## 10. Instructions and cooperation

- 10.1 Instructions by the contractual partner are only binding if they are given in writing or subsequently confirmed in writing. Mere suggestions and proposals by Beyond Gravity are not deemed to be instructions and are not binding, and in no event shall be deemed to modify any terms of the contract.
- 10.2 The contractual partner provides Beyond Gravity with all documentation, information, approvals, access- or usage rights etc. required for the fulfillment of its performance in a timely and complete manner.

## 11. Place of performance

- 11.1 Unless otherwise agreed, the premises of Beyond Gravity are the place of performance.
- 11.2 With the delivery to the place of performance title and risk are transferred to the contractual partner.

## 12. Inspection and acceptance

- 12.1 The contractual partner shall inspect the subject matter of contract either, if agreed in writing, before delivery at Beyond Gravity premises, or otherwise within 7 calendar days after delivery and notify defects in writing without delay, otherwise it shall be considered approved. For this purpose, Parties shall usually sign an acceptance report. The subject matter shall also be deemed accepted upon the successful initiation of productive operation, in case of refusal of an acceptance inspection or refusal to sign the acceptance report by the contractual partner.
- 12.2 If during the acceptance inspection minor defects are detected, acceptance takes place anyway with the completion of the acceptance inspection. Beyond Gravity subsequently remedies the detected defects.
- 12.3 In the case of service mandates no acceptance shall take place.

## 13. Warranty

- 13.1 Beyond Gravity warrants that the subject matter of contract shows the agreed material and legal properties. In the case of service mandates Beyond Gravity owes faithful and careful performance, however no success.
- 13.2 Unless otherwise agreed in the contract, the warranty rights arising from product defects expire within 12 months after the transfer of title and risk. The contractual partner has to notify defects in writing within 7 calendar days after their detection. For goods intended for space flight use the warranty shall expire before launch with ignition of the engines.
- 13.3 If the subject matter of the contract is defective, Beyond Gravity can choose between remediation and replacement. Other claims of the contractual partner are expressly excluded.
- 13.4 If the contractual partner has notified a defect, but no defect, for which Beyond Gravity has to be blamed, can be verified, the contractual partner shall indemnify Beyond Gravity adequately for cost and effort.

## 14. Liability

Beyond Gravity is only liable for violations of contract caused through gross negligence or Intent. Liability for auxiliary personnel is excluded.

## 15. Force Majeure

- 15.1 Beyond Gravity 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 or beyond its reasonable control, whether arising from natural causes such as earthquakes, volcanic eruptions, hurricanes, tornados, blizzards, floodings or human agency ("Force Majeure"), including but not limited to acts of God, riots, armed conflicts, war, terrorism, insurrection, UFO attacks, epidemics, lockdowns, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, airspace or sea route closures, international border closures, fire, explosion, equipment or machinery breakdown, failure or delays of Beyond Gravity's source of supply, shortage or outage 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.

- 15.2 Beyond Gravity 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.
- 15.3 Unless mutually agreed to in writing, if Beyond Gravity is unable to perform because of Force Majeure, Beyond Gravity is temporarily excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. Beyond Gravity shall not be subject to damage claims.
- 15.4 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, Beyond Gravity will refund the purchase price less the accrued costs and expenses of the contractual obligations.

## 16. Licenses and export regulations

- 16.1 Insofar as the contractual partner provides goods for the performance by Beyond Gravity, he keeps informed at all times about national and international export regulations (e.g., ITAR) and notifies Beyond Gravity 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 Beyond Gravity on request all relevant information for this purpose. This obligation applies beyond the term of the contract.
- 16.2 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. Beyond Gravity provides the contractual partner with appropriate support.
- 16.3 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.

## 17. Emerging intellectual property rights

- 17.1 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 Beyond Gravity belong to Beyond Gravity.

17.2 The contractual partner has a non-transferable and non-exclusive right to use the emerging intellectual property rights within the purpose of the contract. In the case of software this right includes the use of 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 Beyond Gravity.

17.3 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.

#### 18. Pre-Existing intellectual property rights

18.1 Pre-Existing intellectual property rights (Copyrights, patent rights etc.) remain with Beyond Gravity or third parties.

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

#### 19. Infringement of intellectual property rights

19.1 Beyond Gravity shall contest at its own cost and risk any third-party claims arising from infringement of intellectual property rights. The contractual partner informs Beyond Gravity immediately in writing about claims by third parties due to infringement of intellectual property rights. According to the possibilities of the applicable rules of procedure, he lets Beyond Gravity 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 Beyond Gravity immediately. If necessary, he takes first damage-reducing measures.

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

#### 20. Confidentiality

20.1 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 confidential treatment by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

20.2 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 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.

20.3 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.

20.4 Without the approval of the party the disclosure of information to third parties is not permitted. The companies of the Beyond Gravity 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.

20.5 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 Beyond Gravity

the contractual partner may not advertise the fact that a cooperation between the parties exists or existed and may not give Beyond Gravity as a Beyond Gravity Services reference.

**20.6 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 CHF 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.**

#### 21. Compliance

21.1 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. 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 Beyond Gravity's data processing and within the entire Group are set out in the corresponding privacy notices on Beyond Gravity's website (e.g. [www.beyondgravity.com/en/privacy](http://www.beyondgravity.com/en/privacy), [www.ruag.com/en/privacy](http://www.ruag.com/en/privacy) at release of this edition of the GTC) and/or shall be provided to the contractual partner upon request.

21.2 The parties comply with applicable legal standards, particularly with the competition- and anti-trust 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 Beyond Gravity, which he will be handed upon request.

21.3 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.

21.4 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.

**21.5 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 CHF 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.**

**22. Assignment and pledging**

- 22.1 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 Beyond Gravity may assign rights and duties from the contract to another company from the RUAG Group at any time.
- 22.2 The claims arising to the contractual partner from the contractual relationship may be neither assigned nor pledged without the previous written approval of Beyond Gravity.

**23. Set-off**

The contractual partner shall not be entitled to set off.

**24. Applicable Law and jurisdiction**

- 24.1 For the contractual relationship local law at the domicile of Beyond Gravity shall apply, excluding rules on conflicts of legal systems. The United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.
- 24.2 For all disputes arising out of or in connection with the contractual relationship only the law courts at the domicile of Beyond Gravity shall be competent.

**Annex: Sliding Price Formula:**

$$P = P_0 \left( a + b \frac{L_m}{L_0} + c \frac{M_m}{M_0} \right)$$

P = Remuneration-price at the time of delivery

P<sub>0</sub> = Remuneration-price according to the offer

a = Coefficient of the part of fixed cost share (e.g., = 0,1)<sup>1</sup>

b = Coefficient of the wage-related cost share (e.g., = 0,6)<sup>1</sup>

c = Coefficient of the material-related cost share (e.g., = 0,3)<sup>1</sup>

L<sub>0</sub> = Wage index 2 from Swissmem, Zürich, at the time of the offer

L<sub>m</sub> = Average of all wage indices from the time of the offer to the delivery according to the contract.

M<sub>0</sub> = Weighted mean of the price indices<sup>3</sup> of the materials from the "Metals and metal products" group mainly required for production, based on their value shares in the delivery at the time of the offer.

M<sub>m</sub> = Average of the weighted averages of all price indices<sup>3</sup> for the materials from the "Metals and metal products" group mainly required for production, based on their value shares in the delivery from the time of the offer to the contractual delivery.

*Legend:*

<sup>1</sup> a + b + c must equal = 1 always.

<sup>2</sup> Since Swissmem's wage index is only calculated quarterly, the index for the past calendar quarter must be used.

<sup>3</sup> Partial indices of the monthly calculated and published official producer price index. (If the base year for determining the index is changed by the competent authorities, the supplier can calculate the changes in prices according to the corresponding new index values.)