

## General Terms and Conditions for the Procurement of Goods and Services by Beyond Gravity Companies in the USA (GTC-P USA)

### 1. Acceptances, Merger and Severability

- 1.1 These GTC-P USA govern all contracts for the procurement of Goods and/or Services by Beyond Gravity.
- 1.2 These GTC-P USA, together with the purchase order ("Order"), and any referenced exhibits, attachments or other documents appended hereto placed by Beyond Gravity for Supplier's Goods and/or Services constitute the contract ("Contract") between Beyond Gravity and the Supplier (collectively, the "Parties").
- 1.3 Supplier's execution of Contract, written acknowledgement, acceptance of payment, or commencement of performance, shall constitute Supplier's unqualified acceptance of this Contract.
- 1.4 This Contract, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to this Contract, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of this Contract. This Contract does not constitute an acceptance of any offer made by Supplier, and any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. To the extent this Contract is in any way deemed to be an acceptance of a quotation or other offer by Supplier, any such acceptance is expressly conditioned upon the consent of Supplier to these GTC-P USA.
- 1.5 Unless expressly accepted in writing by Beyond Gravity, and incorporated into this Contract, additional or differing terms or conditions proposed by Supplier or included in Supplier's acknowledgment are objected to by Beyond Gravity, shall be deemed a material alteration to this offer, and have no effect. However, any such proposal shall not operate as a rejection of this offer if Supplier otherwise commences performance.
- 1.6 Should any provision of the Contract be deemed invalid or unenforceable, such provision may be severed from the Contract and be replaced by a provision with as near as possible effect. The remaining terms of the Contract shall remain in full force and effect.

### 2. General

- 2.1 The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or intent of the provisions of this Contract.
- 2.2 The relationship between the Parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Contract.
- 2.3 Except where the Contract expressly states otherwise, any amendments, alterations or variations to the Contract shall be binding only if in writing and signed by duly authorized representative of the Beyond Gravity and the Supplier.
- 2.4 In case of conflict between these GTC-P, the Order and any other documents belonging to the Contract or referred to in the Contract (such as other general or special terms and conditions of purchase of Beyond Gravity), the documents shall be interpreted and prevail in the following order: (i) the Contract including other documents included in the Contract (excluding any reference to other general or special terms and conditions of purchase of the Ordering Party), (ii) these GTC-P USA, (iii) other general or special terms and conditions of Beyond Gravity (if referred to in the Order).

### 3. Delivery of Goods and Performance of Services

- 3.1 Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the Parties ("Delivery Date"). If Supplier fails to deliver the Goods in full within thirty days of the Delivery Date, Beyond Gravity may terminate the Contract immediately by providing written notice to the Supplier and purchase equivalent goods from

another supplier. In such case, Beyond Gravity may recover any difference in cost and price from Supplier. Beyond Gravity has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date.

- 3.2 Supplier shall pack all Goods for shipment according to Beyond Gravity's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier shall provide Beyond Gravity prior written notice if it requires Beyond Gravity to return any packaging material. Any return of such packaging material shall be at Supplier's risk of loss and expense.
- 3.3 Supplier shall provide the Services to Beyond Gravity as described and in accordance with the schedule set forth in the Contract and in accordance with the terms and conditions set forth in these GTC-P USA.
- 3.4 Supplier shall maintain complete records relating to the Services under the Contract, including records of the time spent and materials used by Supplier in such form as Beyond Gravity shall approve. During the term of the Contract and for a period of two years thereafter, upon Beyond Gravity's written request, Supplier shall allow Beyond Gravity, to inspect and make copies of relevant non-proprietary records in connection with the provision of the Services.
- 3.5 Supplier shall verify that all persons acting for or on behalf of the Supplier, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services.
- 3.6 Supplier shall ensure that all of its equipment used for the Services is in good working order and suitable for the purposes for which it is used, in compliance with all relevant standards and that it meets or exceeds the standards specified by Beyond Gravity.
- 3.7 Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in the Contract.
- 3.8 The Supplier shall provide Beyond Gravity with complete documentation, including operating and installation instructions and any necessary product safety certificates. Unless otherwise agreed, the documentation must be provided in English.

### 4. Execution

- 4.1 Supplier shall inform Beyond Gravity regularly about the work progress and in particular shall obtain all required licenses and permits. Supplier shall inform Beyond Gravity immediately regarding any circumstances which may delay or jeopardize Supplier's performance, including any change of production sites, sub-contractors and sub-suppliers.
- 4.2 If Supplier must enter or access Beyond Gravity's premises to provide the Services, Supplier shall comply with Beyond Gravity's rules, regulations and policies, including security procedures concerning systems, data and remote access thereto; building security procedures, including areas or systems with restricted access for security reasons; and general health and safety practices and procedures.

### 5. Engagement of Sub-Contractors and Sub-Suppliers

- 5.1 Supplier may only engage sub-contractors which, in whole or in part, provide Services to Beyond Gravity on behalf of Supplier, upon prior written approval by Beyond Gravity. Supplier shall remain fully responsible to Beyond Gravity for the performance of the contract.
- 5.2 Beyond Gravity may direct Supplier to hire a specific sub-contractor (a "Required Sub-Contractor"). In such case, Supplier shall be relieved of liability for any inadequate performance by such Required Sub-contractor, if Supplier can reasonably demonstrate that it properly supervised and oversaw the Required Sub-contractor.
- 5.3 Upon request, Supplier shall disclose its existing or customary sub-suppliers to Beyond Gravity.

### 6. Purchase Price and Packaging

6.1 The price of the Goods and Services is the price stated in the Purchase Order ("Price"). If no Price is included in the Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Order.

6.2 The Price paid to Supplier is intended to fully compensate Supplier for its complete performance as required by the Contract. Unless otherwise specified in the Order, the Price includes all packaging, applicable taxes [excluding any federal, state, local, or foreign sales taxes, use taxes, excise taxes, value added taxes (VAT), goods and services taxes (GST) or equivalent type charges levied upon, or measured by the sale, the sale price, or use of Goods purchased hereunder], documentation costs, costs for any potential initial instruction, its expenses (particularly for travel and accommodation), any license fees or permits (excluding fees associated with any export license, which shall be Beyond Gravity's responsibility), and any costs for equipment, gauges or tools which must be specially manufactured. With respect to accepted Orders, no increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Beyond Gravity.

6.3 Supplier agrees to perform the Services at fixed prices or on a time and material basis, as the case may be, with a maximum limit of the compensation (cost ceiling). In its Offer, Supplier shall disclose the cost types, quantity structures and cost rates.

## 7. Terms of Payment

7.1 Unless otherwise agreed between the Parties, all payments are due upon acceptance of the Goods and Services by Beyond Gravity. Supplier shall issue an invoice to Beyond Gravity on or any time after delivery, pursuant to these GTC-P USA.

7.2 Upon approved credit, Beyond Gravity shall pay all properly invoiced amounts due to the Supplier within net 90 days after Beyond Gravity's receipt of such invoice, except for any amounts disputed by Beyond Gravity in good faith. If payment is made within thirty days, a two percent discount shall be deducted from the invoice; if payment is made within sixty days, a one percent discount shall be deducted. The time of the transfer is determined by the number of days elapsed since receipt of the invoice.

7.3 Supplier is responsible for using best business practices with regard to issuing invoices to Beyond Gravity. Supplier shall establish internal protocols to prevent payments to third parties due to fraudulent "phishing" or email hacking. This includes Supplier's informing Beyond Gravity of an independent verification method for any purported wire or ACH transfer instructions claiming changes in Supplier's payment information or procedures (bank account changes, change in payee, etc.). Supplier 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 officers. Supplier shall be responsible for all damages arising from its failure to independently verify changes to any bank or payment account, as well as any payments remitted to third parties due to fraudulent intervention.

7.4 Beyond Gravity reserves the right to return incorrect, unverifiable invoices for correction. The thirty-day period for payment begins to run upon Beyond Gravity's receipt of the corrected invoice.

7.5 If partial payments (down payments and installments) are agreed upon, Beyond Gravity may request a performance guarantee from Supplier, at Supplier's expense.

## 8. Change Orders

8.1 Supplier shall immediately inform Beyond Gravity regarding any technical or economic reasons which may necessitate the modification of the relevant specifications for the Goods or Services.

8.2 Beyond Gravity may, at any time, by written instructions or drawings issued to Supplier, order changes to the Goods or Services (each a "Change Order"). Supplier shall, within twenty calendar days of receipt of a Change Order, submit to Beyond Gravity a firm cost proposal for the Change Order. If Beyond Gravity accepts such cost proposal, Supplier shall proceed with the changed services subject to the cost proposal and the terms and conditions of the Contract. Supplier acknowledges that a Change Order may or may not entitle Supplier to an adjustment in Supplier's compensation or the performance deadlines under the Contract.

8.3 Supplier shall not deny the approval of a Change Order by Beyond Gravity if the change is objectively possible, and the overall character of the performance is preserved.

8.4 Prior to carrying out any Change Order, Beyond Gravity and Supplier shall agree on any adjustments to compensation, deadlines or other provisions of the Contract in a written amendment to the Contract. Any adjustment in

the Compensation shall be calculated based on the original cost basis of the Contract.

8.5 Absent agreement, otherwise, Supplier shall continue its work as planned during the examination of the proposed changes.

## 9. Ownership of Material Furnished by Beyond Gravity

9.1 Materials, samples, drawings, utilities such as test equipment, gauges and tools furnished by Beyond Gravity ("Furnished Material") to Supplier necessary for its performance hereunder remain the property of Beyond Gravity and (until a possible installation or use/consumption) shall be designated as such and separated by the Supplier.

9.2 Upon receipt, Furnished Material shall be thoroughly inspected by the Supplier. It shall be deemed free from defects unless Beyond Gravity is notified in writing within five calendar days of any damages, defects and missing components.

9.3 As long as the Furnished Material is with the Supplier, Supplier shall inventory it, keep it in safe custody and maintain it at no additional cost to Beyond Gravity, and insure it at Supplier's own expense. At the request of Beyond Gravity, Supplier shall hand over written proof of insurance and an updated inventory stating the condition of the Furnished Material. Supplier shall be deemed to be a bailee of the Furnished Materials at all times.

9.4 The Furnished Material may only be used as agreed and may not be used or copied for any other purpose. Unless otherwise foreseen, after termination of the Contract, Supplier shall promptly return all Furnished Material to Beyond Gravity free of charge and without being specifically requested.

## 10. Default

10.1 If the Parties have agreed upon an exact deadline for the delivery of Goods or performance of Services, the Supplier, if it fails to meet such deadline, shall be deemed to be in default as of such date; provided, however, that Beyond Gravity gives Supplier notice of default and the right to cure such default within thirty days thereafter, unless the Parties otherwise agree to a longer cure period. If Supplier is in default hereunder for late delivery, Beyond Gravity may deduct from payment for such delayed delivery or recover from Supplier, at Beyond Gravity's election, the amount of 1% per day of the value of the Goods or Services. The Parties agree that Beyond Gravity's actual damages for delay are difficult to estimate and that this 1% per day sum is a reasonable pre-estimate of Beyond Gravity's actual damages for each day of delay and that the sum is intended by the Parties to be in the nature of liquidated damages, and not a penalty. It is not the Parties' intent for this provision to limit either party's remedies against the other for the breach of this Agreement, except for Beyond Gravity's money damages for unexcused delays caused by the Supplier.

10.2 Without the written approval of Beyond Gravity, neither partial deliveries nor advance deliveries are permitted.

10.3 Supplier shall inform Beyond Gravity immediately if Supplier reasonably expects to default on any obligation, or that it will not meet set delivery dates or deadlines, as well as inform Beyond Gravity of the expected delivery date.

10.4 If Beyond Gravity does not meet its obligations in a timely manner, the Supplier must report this in writing to Beyond Gravity. In this case, the Parties shall endeavor to catch up on any delayed or missing information, i.e., specifications. Insofar as this is not possible, missed deadlines for which Beyond Gravity is responsible will lead to a corresponding postponement of the dates affected.

## 11. Termination and Contract Dissolution

11.1 Beyond Gravity is entitled to cancel an Order, in whole or in part, at any time. Beyond Gravity shall notify Supplier of such cancellation in writing as soon as reasonably possible.

11.2 If Beyond Gravity cancels an Order, Supplier is only entitled to be paid for work demonstrably performed or accrued expenditures and a reasonable margin of profit thereon, unless such cancellation was due to Supplier's default, breach or non-performance. Development costs, fixed costs or similar costs not specifically incurred as a result of Beyond Gravity's Order are not taken into account.

## 12. Instructions and Cooperation

12.1 Beyond Gravity may issue instructions for any Services and may modify or revoke any instructions. Instructions issued electronically are equivalent to written instructions, provided they do not represent a change to the contract. Mere suggestions and proposals from Beyond Gravity are not deemed to be instructions and are not binding and in no event shall be

deemed to modify any terms of a contract. Supplier shall not commence performance without written confirmation of any change or modification.

- 12.2 Beyond Gravity provides the Supplier with all documents, information, approvals, access- or usage rights, etc. required for its performance in a timely and complete manner.

### 13. Delivery Location and Shipping Terms

- 13.1 Supplier shall deliver all Goods to the address specified in the Order during Beyond Gravity's normal business hours or as otherwise instructed by Beyond Gravity.
- 13.2 Unless otherwise specified in the Purchase Order, delivery shall be at Beyond Gravity's premises. Supplier shall give written notice of shipment to Beyond Gravity when the Goods are ready for transportation. Supplier shall provide Beyond Gravity all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary within five business days after delivery. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order.

### 14. Inspection and Rejection of Non-conforming Goods

- 14.1 Beyond Gravity has the right to inspect the Goods within thirty days of delivery; otherwise, the Goods shall be deemed accepted. In case of installation by Supplier, the period starts after completed installation. In the case of an inspection before shipment, this is carried out by Beyond Gravity in the interest of both Parties, but subject to the actual acceptance inspection after delivery, unless otherwise expressly agreed. Beyond Gravity shall notify Supplier immediately of any non-conformity detected at the inspection before shipment. Beyond Gravity, at its sole option, may reject any portion of the Goods if it determines the Goods to be non-conforming or defective. If Beyond Gravity rejects any portion of the Goods, Beyond Gravity has the right, effective upon written notice to the Supplier, to:

- a) accept the Goods at a reasonably reduced price; or
- b) reject the Goods and require replacement of the rejected Goods.

- 14.2 If Beyond Gravity requires replacement of the Goods, Supplier shall, at its expense, promptly replace the non-conforming or defective Goods and pay for all related transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods within the specified lead time, Beyond Gravity may replace them by covering with goods from a third party, charge Supplier for the cost thereof, and terminate the Contract. Any inspection or other action by Beyond Gravity under this Section 13 shall not reduce or otherwise affect Supplier's obligations under the Contract, and Beyond Gravity shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

- 14.3 In case of purchase or service contracts where Supplier has supplied and installed Goods, Beyond Gravity shall be allowed thirty calendar days upon completion to inspect the Goods and Services. If Beyond Gravity discovers defects or non-conforming Goods or Services, Beyond Gravity may elect to:

- a) accept the Goods or Services at a reasonably reduced price (to be mutually agreed upon by the Parties); or
- b) reject the Goods or Services and require replacement of the rejected Goods or require Supplier to repeat its performance of the Services.

- 14.4 Beyond Gravity shall immediately notify Supplier of non-conforming Goods or Services.

- 14.5 If acceptance of larger projects takes place in multiple stages (e.g., for concepts; construction drawings; prototypes; testings; pilot phase; final rollout), the inspection and acceptance of such interim results is a measure to avoid unnecessary costs. However, the acceptance of corresponding interim results is subject to final acceptance. Provided that detected defects in interim results were not deliberately concealed by Beyond Gravity, Beyond Gravity's right to final acceptance shall not be limited, if such final acceptance fails due to defects that already existed at these stages.

- 14.6 If Beyond Gravity does not request an acceptance inspection, the subject-matter of contract is considered accepted with the successful start of the productive operation for at least thirty days.

- 14.7 The delivery of an inspection report with complaints is considered a notification of defects.

### 15. Warranty

- 15.1 SUPPLIER WARRANTS TO BEYOND GRAVITY THAT ALL GOODS AND SERVICES WILL:

- A) BE FREE FROM ANY DEFECTS IN WORKMANSHIP, AND MATERIAL FOR A PERIOD OF TWELVE MONTHS FROM THE DELIVERY DATE, OR FOR SUCH LONGER PERIOD AS SUPPLIER MAY OFFER;
- B) CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, DESIGNS, SAMPLES AND OTHER REQUIREMENTS SPECIFIED BY BEYOND GRAVITY;
- C) BE MERCHANTABLE;
- D) BE FREE AND CLEAR OF ALL LIENS, SECURITY INTERESTS OR OTHER ENCUMBRANCES; AND
- E) NOT INFRINGE OR MISAPPROPRIATE ANY THIRD PARTY'S PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS.

THESE WARRANTIES SURVIVE ANY DELIVERY, INSPECTION, ACCEPTANCE OR PAYMENT OF OR FOR THE GOODS BY BEYOND GRAVITY.

- 15.2 SUPPLIER WARRANTS TO BEYOND GRAVITY THAT IT SHALL PERFORM THE SERVICES USING PERSONNEL OF REQUIRED SKILL, EXPERIENCE AND QUALIFICATIONS AND IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH GENERALLY RECOGNIZED INDUSTRY STANDARDS FOR SIMILAR SERVICES AND SHALL DEVOTE ADEQUATE RESOURCES TO MEET ITS OBLIGATIONS UNDER THE CONTRACT.

- 15.3 THE WARRANTIES SET FORTH IN THIS SECTION 15 ARE NOT EXCLUSIVE AND IN ADDITION TO ANY OTHER WARRANTY PROVIDED BY LAW OR EQUITY. UPON SUPPLIER'S RECEIPT OF THE NON-CONFORMING GOODS OR SERVICES FROM BEYOND GRAVITY PURSUANT TO THIS SECTION 15, SUPPLIER SHALL, AT ITS OWN COST AND EXPENSE, PROMPTLY:

- A) REPLACE OR REPAIR THE DEFECTIVE OR NON-CONFORMING GOODS OR REPERFORM THE NON-CONFORMING SERVICES AND PAY FOR TRANSPORTATION CHARGES FOR THE RETURN OF THE DEFECTIVE OR NON-CONFORMING GOODS TO SUPPLIER AND THE DELIVERY OF REPAIRED OR REPLACEMENT GOODS TO BEYOND GRAVITY, AND, IF APPLICABLE,
- B) REPAIR OR REPERFORM THE APPLICABLE SERVICES.
- C) IN THE EVENT SUPPLIER FAILS TO REMEDY THE DEFECTIVE GOODS OR NON-CONFORMING SERVICES, TO THE REASONABLE SATISFACTION OF BEYOND GRAVITY OR OTHERWISE FAILS TO PERFORM ANY PROVISIONS OF THIS CONTRACT, BEYOND GRAVITY, AFTER PROVIDING FIVE (5) DAYS WRITTEN NOTICE AND SUPPLIER'S FAILURE TO CURE SUCH BREACH WITHIN THE TIME SPECIFIED IN THE NOTICE, MAY WITHOUT WAIVING ANY OTHER REMEDY, MAKE GOOD THE DEFICIENCIES AND DEDUCT THE ACTUAL COST OF OBTAINING ALTERNATIVE PRODUCTS AND/OR SERVICES FROM PAYMENT DUE SUPPLIER.
- D) IF THERE ARE SERIAL DEFECTS, I.E. IF AT LEAST THREE % OF ALL IDENTICAL OR SIMILAR GOODS DELIVERED HAVE THE SAME DEFECT, THE SUPPLIER SHALL REPLACE ALL SUCH DELIVERED GOODS. HE MUST ALSO PROVE THAT THE CAUSE OF THE DEFECT HAS BEEN REMEDIATED. BEYOND GRAVITY MAY WAIVE THE EXCHANGE OF ALL GOODS DELIVERED IF THE SUPPLIER SIGNS A WAIVER OF THE STATUTE OF LIMITATIONS FOR AT LEAST TWO ADDITIONAL YEARS.

### 16. General Indemnification

SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BEYOND GRAVITY AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS OR ASSIGNS AND ITS RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, "INDEMNITEES") AGAINST ANY AND ALL LOSS, INJURY, DEATH, DAMAGE, LIABILITY, CLAIM, DEFICIENCY, ACTION, JUDGMENT, INTEREST, AWARD, PENALTY, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY AND PROFESSIONAL FEES AND COSTS, AND THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER AND THE COST OF PURSUING ANY INSURANCE PROVIDERS (COLLECTIVELY, "LOSSES") ARISING OUT OF OR OCCURRING IN CONNECTION WITH THE GOODS AND SERVICES PURCHASED FROM SUPPLIER OR SUPPLIER'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THESE GTC-P USA. SUPPLIER SHALL NOT ENTER INTO ANY SETTLEMENT WITHOUT

BEYOND GRAVITY'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

## 17. Investment Protection

- 17.1 Supplier warrants to Beyond Gravity for at least eight years after expiration of the warranty period that the Goods and Services will remain compatible and functional with respect to Supplier's respective product- and service developments. Supplier further warrants to Beyond Gravity for at least ten years from acceptance that it will remain able to supply of spare- and detachable parts. In addition, Supplier shall remain able to supply Beyond Gravity to cover supply requirements for spare and replacement parts for at least ten years after the end of life of the products for which Supplier is providing Goods and Services to Beyond Gravity. Deviating deadlines are to be specified in the Contract.
- 17.2 If Supplier (due to garnishment, impending bankruptcy, voluntary or involuntary proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditor) can no longer perform its services or directs them to be performed by third parties on the same conditions or offers an economically equivalent alter, Beyond Gravity shall be entitled to perform the Services itself or contract with third parties for performance thereof. In such case, Beyond Gravity is entitled, without further delay or request, to access the source code or other documents of the Supplier and use them, in so much as required for the maintenance and support of the software and hardware.
- 17.3 To ensure Supplier's obligation to provide relevant documentation to Beyond Gravity related to warranty or software maintenance, Beyond Gravity may request at any time that Supplier's relevant business-critical documents be deposited with a third party, subject to Beyond Gravity's approval thereof, or if protected by technical measures, be deposited in a system designated by Beyond Gravity and kept up to date. This provision does not release Supplier from its obligation to otherwise perform the Services. The foregoing also applies to hardware.
- 17.4 Supplier agrees that if it continues to supply spare parts to Beyond Gravity after expiration of the warranty period; it shall offer such spare parts at either the original pricing offered to Beyond Gravity or in no event at price levels greater than the then current market price for such spare parts.

## 18. Proof of Insurance

- 18.1 At the request of Beyond Gravity, unless otherwise agreed by the Parties, the Supplier shall prove, by means of an insurance certificate, that it has taken out at its own expense a commercial general liability insurance (CGL) for the plant, operational and product risks, covering all legal obligations up to twice the amount of the entire order/remuneration, but not less than US\$5,000,000 per event. Products that are used in the aerospace sector or are generally considered as such must be specifically declared to the CGL-insurer with regard to the product risk, or specifically insured via Aviation Products Liability Insurance as these risks are not covered.

## 19. Force Majeure

- 19.1 Parties shall not be held responsible for failure to perform or delay in performing any of their contractual obligations if such failure or delay is due to unforeseeable events 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, pandemics, 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 break-down, failure or delays of Beyond Gravity'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. Beyond Gravity may suspend its contractual obligations including any pending orders or obligation to receive the performance, if the Force Majeure as described above causes reduced demand or affects reasonable usage or handling.
- 19.2 The Party affected by the Force Majeure shall notify in writing the other Party within two weeks following the occurrence of any event of Force Majeure citing this clause in said notice and shall provide all relevant information on the impact of the event on the contractual obligations.
- 19.3 Unless mutually agreed to in writing, the Party temporarily prevented from performing is excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. In this case, it does not owe any compensation.

- 19.4 In case the duration of Force Majeure exceeds six months, the Parties will have the right to terminate this contractual relationship immediately. Contractual obligations already performed by such time shall be remunerated. Remuneration already paid will be refunded less the accrued costs and expenses incurred for the contractual obligations performed up to that point.

## 20. Licenses and Export Regulations

- 20.1 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 the United States of America and may be subject to the export and/or import control laws and regulations of other countries. The Supplier represents and warrants that it will comply with all applicable export control laws, including, without limitation, the requirements of the Arms Export Control Act (22 U.S.C. §§ 2751-2794), the International Traffic in Arms Regulation (22 C.F.R. § 120 et seq.) (the "ITAR"), the Export Administration Act (50 U.S.C. app. § 2401-2420), the Export Administration Regulations (15 C.F.R. §§ 730-774), the Office of Foreign Asset Control regulations (31 C.F.R. § 500 et seq.), and their successor and supplemental laws (collectively, "Export Laws") and any licenses issued under the Export Laws.
- 20.2 Insofar as the Supplier provides goods for the performance by Beyond Gravity, it shall remain informed at all times regarding national and international export regulations (e.g., ITAR) and notify Beyond Gravity immediately in writing, if the goods provided are subject to these provisions in whole or in part. Supplier shall comply with all applicable export regulations and disclose to Beyond Gravity on request all relevant information for this purpose. This obligation applies beyond the term of the contract.
- 20.3 Unless expressly otherwise agreed in writing, Supplier shall take 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 shall give sufficient support to Supplier.
- 20.4 Where applicable for goods provided by the Supplier for the performance, Supplier 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.
- 20.5 The Supplier acknowledges that it shall not directly or indirectly export any Goods to any country to which such export is restricted or prohibited. The Supplier further acknowledges its responsibility to obtain, at Beyond Gravity's expense, any license to export, re-export or import and to disclose to Beyond Gravity on request all relevant information as may be required for the performance of the Contract.
- 20.6 Insofar as Beyond Gravity provides goods for the performance by the Supplier, Beyond Gravity shall be responsible for its compliance with national and international export control laws and regulations and will notify the Supplier in writing if it is aware of any such controls to which the goods provided are subject, whether in whole or in part.
- 20.7 Beyond Gravity shall not be liable for any loss or damage arising from controls referred to in Section 17.1 of these GTC-P USA or any other restrictions imposed by other legislation on the resale or use of the Goods.
- 20.8 If the manufacture or use, sale of the Goods is forbidden or restricted by any competent government authority, any costs or expenses incurred by Beyond Gravity in connection with the Contract shall be paid by the Supplier.

## 21. Emerging Intellectual Property Rights

- 21.1 Intellectual property rights (Copyrights, patent rights etc.) that are created during the performance of the Contract, particularly any works, concepts, hardware and individual software including source code, program description in written or machine readable form, which Supplier has developed for and at the expense of Beyond Gravity, shall be deemed to be "works for hire" and belong to Beyond Gravity, unless otherwise expressly agreed in the Contract.
- 21.2 Intellectual property rights (patents, software, trademarks, designs, copyrights, etc.) that are created during the performance of the Contract, but are not part of the subject-matter of Contract, belong to

- a) Beyond Gravity, if they were created by its employees;
  - b) Supplier, if they were created by its employees or by sub-contractors enlisted by it;
  - c) Beyond Gravity and the Supplier, if they were created jointly by employees of Beyond Gravity, and the Supplier, or by third parties contracted by them. The Parties shall refrain from imposing or increasing any license fees and shall be entitled to transfer their rights to third parties or grant rights of use to third parties without the approval of the other Party.
- 21.3 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.

## 22. Pre-Existing Intellectual Property Rights

- 22.1 The Supplier and any third party engaged by Supplier, shall retain any pre-existing intellectual property rights (Copyrights, patent rights etc.). Where third-party rights are involved, the Supplier warrants that it owns the relevant distribution rights and rights of use.
- 22.2 existing intellectual property rights, Beyond Gravity shall be given a temporary unlimited, non-exclusive, transferable right to the extent necessary for the use and sale of the Goods purchased hereunder.
- 22.3 In case of standard software, this right includes the use of the hardware and its successor systems as provided in the Contract. In case of modifications to the operating system or higher performance class, such modification and extension of the rights of use must be approved by the Supplier, which approval shall not be unreasonably withheld. The modifications and extensions of the rights of use are calculated according to the original cost rate
- 22.4 The use of free and open-source software (FOSS) requires the prior consent of Beyond Gravity in any case.
- 22.5 For data backup and storage purposes Beyond Gravity shall be entitled to make copies of the standard software. In case of failure of the contractually specified hardware Beyond Gravity is entitled to use the standard software on replacement hardware without any additional compensation.
- 22.6 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.

## 23. Infringement of Intellectual Property Rights

- 23.1 Supplier shall defend at its own cost and risk any third-party claims arising from infringement of intellectual property rights. If a third party initiates a lawsuit against the Supplier, it shall inform Beyond Gravity immediately in writing. If the third party raises direct claims against Beyond Gravity, and Beyond Gravity, Supplier shall indemnify and hold Beyond Gravity harmless for any such claims. Beyond Gravity may elect to require Supplier to defend Beyond Gravity, at Supplier's expense, or Beyond Gravity may elect to direct its own defense, the costs of which Supplier shall be responsible for, including attorney's fees, court costs, judicial orders, damage awards or settlement amounts.
- 23.2 If due to third party claims of infringement of intellectual property rights it becomes impossible for Beyond Gravity to use the Goods and Services in whole or in part, Supplier shall either change its performances such that it does not infringe any third party rights and maintains its ability to perform the contractually-owed Goods and Services, or obtain at its own expense a license from the third party. If Supplier does not take action to carry out one of these possibilities in due course, Beyond Gravity shall be entitled to immediately terminate the Contract and return the respective Goods and Services to the Supplier for full refund by Supplier.

## 24. Confidentiality

- 24.1 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, agents and consultants. In case of doubt, all information shall be treated as confidential.
- 24.2 Confidential information of a party does not include information which:
- a) was already known to the other party, before it was made accessible by the disclosing party;
  - b) is or becomes generally known without the other party's disclosure;
  - c) was disclosed to the other party by a third party without any transfer restriction;
  - d) was developed by the other party itself without using or referring to the confidential information of the protected party; and/or

- e) must be disclosed by order or 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 of the decision and consider protective measures the other Party may desire to implement.

- 24.3 This obligation of confidentiality shall exist prior to the conclusion of the Contract and remain valid for a period of three (3) years after termination of the Contract.
- 24.4 A Party may not disclose any confidential information to a third party without the prior written approval of the other Party. If approval is granted, the obligations of confidentiality are to be transferred to the receiving third party.
- 24.5 Notwithstanding Section 24.1 of these GTC-P USA, Beyond Gravity may disclose confidential information to affiliated companies of the Beyond Gravity, its subsidiaries, and contracted advisors (lawyers, auditors, experts etc.).
- 24.6 Advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of Beyond Gravity, the Supplier shall not advertise the fact that a collaboration between the Parties exists or existed and shall not give Beyond Gravity as a reference.

## 25. Compliance

- 25.1 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-P USA. The parties agree that they act as independent controllers in relation to 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-P USA, or any later link) and/or shall be provided to the Supplier upon request.
- 25.2 Supplier complies 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 Organization, as well with the provision against counterfeits or the protection of the environment and of health (e.g. guidelines such as REACH and RoHS) at the place of origin, at any manufacturing plants and the place of performance. Supplier complies with the current code of conduct for business partners of Beyond Gravity, which he will be handed out upon request.
- 25.3 The Parties commit themselves not to make any payment, gift or other commitment directly or indirectly to any person in a manner contrary to applicable law, or accept financial or other favors, 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.
- 25.4 If the Goods or Services ordered are for use in connection with a United States Government ("Government") prime contract or higher-tier subcontract this Contract is subject to, but not limited to the Federal Acquisition Regulations (FAR) and Department of Defense FAR Supplements (DFARS), as specified in the Order and such provisions and clauses shall apply, as required by the terms of the prime contract, or by operation of law or regulation.
- 25.5 Supplier shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and DFARS.
- 25.6 The Parties shall require their personnel, sub-contractors, suppliers and other third parties contracted for the fulfillment of the Contract to comply with this Section 25.
- 25.7 Supplier confirms that any information submitted to Beyond Gravity on Compliance topics including but not limited to Compliance, Data Protection, Environment, Social, Governance etc. is correct and complete.

## 26. Termination

- 26.1 In addition to any remedies available under these GTC-P USA, Beyond Gravity may terminate the Contract with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods or the Supplier's delivery of the Services, if Supplier has not performed or complied with any of the provisions of the Contract, in whole or in part; provided, however, that Beyond Gravity gives Supplier notice of default and the right to cure such default within thirty days thereafter.
- 26.2 If the Supplier becomes insolvent, files a petition for bankruptcy or is the subject of proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Beyond Gravity may terminate the Contract upon written notice to the Supplier.
- 26.3 Beyond Gravity may terminate any order for Goods or Services for convenience at any time. In such a case supplier is entitled to be paid for work demonstrably performed or accrued expenditure for Beyond Gravity only and a reasonable margin of profit thereon, unless such withdrawal took place due to supplier's violation of the contract, non-performance or bad performance. Development costs, fixed costs or similar costs not specifically incurred as a result of ordering Beyond Gravity are not taken into account.
- 26.4 Beyond Gravity is only under the obligation to pay claims as per para. 26.3 to the extent that supplier transfers the work begun to Beyond Gravity free of third-party rights or claims.

## 27. Limitation of Liability

NOTHING IN THE CONTRACT SHALL EXCLUDE OR LIMIT:

- A) SUPPLIER'S LIABILITY UNDER SECTIONS 15 (WARRANTY), 16 (GENERAL INDEMNIFICATION), 21 (INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS), 22 (CONFIDENTIALITY) AND 24 (COMPLIANCE) HEREOF;
- B) SUPPLIER'S LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT; OR
- C) SUPPLIER'S LIABILITY FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM THE FOREGOING.

## 28. Assignment

- 28.1 The Contract and the Parties' rights and duties arising therefrom shall not be assignable without the express prior written approval of both Parties to the Contract, which approval shall not be unreasonably withheld.
- 28.2 Notwithstanding Section 26.1 hereunder, Beyond Gravity shall be entitled to assign rights and obligations from the Contract to an Affiliate at any time. For the purposes of these GTC-P, "Affiliate" means any person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with, another person.
- 28.3 Supplier shall not assign any claims arising from this Contract without the express prior written approval of Beyond Gravity.

## 29. Records; Audit Rights

- 29.1 Supplier shall retain all records related to this Contract for a period no less than i) seven (7) years from the date of final payment received by Supplier or ii) final resolution of any dispute involving the Goods to be delivered or Services performed hereunder, whichever is later. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records.
- 29.2 Beyond Gravity shall have the right to audit, at no charge to Beyond Gravity, all pertinent records, and systems of Supplier, receive answers to reasonable information requests to Supplier, and make reasonable inspections of Supplier's facilities to verify compliance with this Contract.
- 29.3 To perform inspections and audits, authorized representatives of Beyond Gravity, after due identification, shall have free access to all premises in which the Goods are manufactured, tested or stored. This also applies to representatives and quality inspectors of Beyond Gravity's customers or official quality inspectors commissioned by them.
- 29.4 Upon request any desired information shall be given by the Supplier to such personnel and the requested documents shall be presented.
- 29.5 Beyond Gravity or its authorized appointee shall, if possible, take such necessary measures to preserve the confidentiality of such documents.

- 29.6 This right of access is applicable to all sub-suppliers and should be flowed down to them formally.

## 30. Waiver

No waiver by Beyond Gravity of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Beyond Gravity. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege thereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## 31. Applicable Law and Jurisdiction

- 31.1 The Contract and any matter arising out of or related to the Contract shall be governed by and interpreted in accordance with laws of the State of Delaware without reference to any principle of conflict of laws. The application of the United Nations Convention on the International Sale of Goods is hereby excluded.
- 31.2 The parties hereby agree that the State and U.S. federal courts situated in the State of Delaware shall have exclusive jurisdiction with respect to any and all disputes or claims arising under or in connection with the Contract. By execution of this Contract, each Party hereto irrevocably submits to the jurisdiction of such courts and hereby irrevocably waives any and all objections, which it may have with respect to venue in such courts. Any provision in this Contract that is (i) incorporated in full text or by reference from the FAR; or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Government.
- 31.3 EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT OR THE ACTIONS OF ANY PARTY TO THIS CONTRACT IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS CONTRACT.
- 31.4 THE PREVAILING PARTY IN ANY LITIGATION HEREUNDER SHALL BE ENTITLED TO RECOVER ITS FEES AND REASONABLE COSTS (INCLUDING ATTORNEYS' FEES) FROM THE OTHER PARTY OR PARTIES.