

GENERAL TERMS AND CONDITIONS OF PURCHASE

of Rheinmetall Technical Publications GmbH
Flughafenallee 3 · 28199 Bremen



Issue: 09.2016

These terms and conditions are part of all agreements concluded with our suppliers and contractors (hereinafter "Suppliers"), also in current and future business relationships. Deviating arrangements require our express approval to become part of the agreement. Terms and conditions of our suppliers and such that deviate from our purchase order or our General Terms and Conditions of Purchase shall only apply if and insofar as they have been expressly acknowledged by us; this shall also apply if our supplier refers to its general terms and conditions in its quotation or confirmation of the purchase order.

1. Quotation, orders

1.1 Quotations shall be submitted by the Supplier in a binding and free manner for us.

1.2 Within the framework of construction work, the Supplier undertakes to present to us the exemption certificate necessary as of 01.01.2002 on submitting the quotation.

1.3 Our orders and other declarations shall only be binding for us once we have submitted them in writing.

2. Subject of delivery and service

2.1 The Supplier must provide its deliveries and services in the standard quality, fresh from the plant and packaged in accordance with the relevant product and deliver them to the place of receipt/use stated in the order by the deadline. If and insofar as the order does not define any further requirements, the supplier shall guarantee to provide the delivery/service in standard quality and - insofar as DIN, VDE, VDI, or equivalent standards exist - both in compliance with them and in compliance with the legal and technical regulations applicable at the announced place of receipt/use of the subject of delivery and service.

2.2 For agreements that (also) contain software and consultancy services as well as amendments to such agreements, the Supplier must immediately agree with us specifications in which the deliveries and/or services to be provided by the Supplier are specified individually.

2.3 The Supplier undertakes to release the program documents, in particular the source code, if the application software was specifically developed for us.

2.4 The Supplier must assign to us the title and any existing property rights to the items delivered to us immediately, but no later than on full payment of the agreed price for the relevant subject of delivery / service. Already on delivery, the Supplier - insofar as legally permissible - shall assign to us an exclusive right of use, which corresponds to and enables the contractually required use - to the subject of delivery / service.

3. Prices

3.1 All prices are understood to be fixed prices, excl. value added tax, unless agreed otherwise.

3.2 The prices include remuneration for all deliveries and services transferred to the Supplier (including any necessary certificates, drawings, valuations, etc. in the language required by us and agreed).

3.3 All prices are understood to be free to the place of use stated by us; DAP in accordance with Incoterms 2010.

3.4 Any additional services shall only be remunerated by us if we ordered them from the Supplier before the start of the work of the Supplier in writing.

4. Deadlines, dates

4.1 The delivery deadlines agreed with the Supplier shall begin on conclusion of the agreement. Delivery and completion deadlines must be strictly observed.

4.2 If a possible exceeding of the deadline becomes clear, the Supplier must immediately inform us in writing of the reason of the expected duration of the exceeding. Regardless of this, the exceeding of each deadline shall trigger the legal consequences of default.

5. Penalty

5.1 In the event of a failure to meet agreed dates and deadlines, the Supplier shall pay us a penalty in the amount of 0.1% of the net price of the relevant delivery and/or service agreed under the individual agree-

ment, for each calendar day with which the Supplier is in default, but no more than 5% of the net price agreed.

5.2 The reservation of the penalty can be claimed until the final payment.

5.3 By paying the penalty, the Supplier shall not be released from the fulfilment of its contractual obligations and from any further (compensation) claims.

6. Production inspections, final checks, weight

6.1 We reserve the right to inspect the materials used by the Supplier, the measurement and quantity precision of the parts produced as well as the observance of other regulations at the plant of the Supplier or at the plant of its sub-supplier during production and before delivery.

6.2 We are authorised to reserve a final inspection of the completed subject of delivery and service at the plant of the Supplier by us or by a third party instructed by us. The costs of such inspections shall be charged to the Supplier, with the exception of the costs for the staff deployed by us.

7. Packaging, shipping, acceptance

7.1 The Supplier shall ensure a suitable, environmentally friendly packaging at its own costs.

7.2 On the day of dispatch of any consignment, the Supplier shall send us a shipment notification, stating our order number, shipment volume and the precise designation of the goods. Each consignment shall come with a packaging leaflet in neutral form, which must contain the same information as the shipment notice. If the packaging leaflet is missing, we shall be authorised to refuse acceptance of the consignment at the expense of the Supplier or to charge the additional costs thereby incurred by us to the Supplier.

7.3 We shall not be obligated to accept non-agreed partial, higher or lower deliveries. Authoritative are the specified dimensions and weights, as seen on receipt of the goods.

7.4 Cases of force majeure, strike and lock-out as well as unforeseen circumstances that cannot be influenced by us shall authorise us to defer the receipt or acceptance of the relevant subject of delivery and service.

8. Risk, provisions, retention of title

8.1 In the absence of any other written agreement, the Supplier shall bear the risk of accidental loss and accidental deterioration of the subject of delivery and service until handover or acceptance at the place of receipt/use designated in our order.

8.2 The Supplier shall be liable for the loss of and damage to the items provided by it. It shall notify any detriment without delay.

8.3 Items provided by us shall be processed and manufactured on our order and remain our property in every stage of processing and manufacturing. When processing with other items not belonging to us, we shall be entitled to the co-title to the newly created item at the ratio of the value of our provision to the value of all items used during production as well as the expenses of the Supplier for their processing. As such, the Supplier holds the items for us free of charge. The same shall apply if our title becomes void due to mixing or combination.

8.4 All documents and data we make available to the Supplier may only be used by the latter to process a quotation and execute the delivery/service ordered. He shall keep them safely and protect them from third-party access. They shall be returned to us - including all copies or duplications - immediately and without being requested to do so on completion of our enquiry or execution of the delivery ordered. A right of retention and/or refusal of service of the Supplier shall be ruled out insofar. The Supplier may not use, duplicate or make accessible to third

parties the above documents and data for purposes alien to the agreement.

9. Invoices and payments

9.1 The Supplier must submit to us invoices after provision of the contractual delivery and/or service for each order separately, stating the order number, date and copy of the delivery note. The value added tax must be stated separately. If this information is missing or incorrect or incomplete, no default on payment shall occur.

9.2 The Supplier undertakes to enter, in addition to the value added tax ID number, the tax number provided to it by the tax authorities in charge in all invoices in a clearly visible manner.

9.3 We shall pay on receipt of the subject of delivery and invoice within 30 days net. A delivery performed before the agreed deadline shall not affect the payment period associated with this deadline.

10. Assignment and offsetting

10.1 Without our written approval, the Supplier shall not be authorised to assign claims directed against us to third parties in full or in part. For advance assignments within the framework of a retention of title of sub-suppliers of the Supplier, the approval shall only be granted subject to an offsetting by us against the counterclaims obtained by us after announcement of such assignments being valid.

10.2 Offsetting against counterclaims of the Supplier shall only be effectively possible to the extent that these claims are uncontested and due or legally valid (proven).

11. Faults

11.1 The Supplier shall guarantee that the subject of delivery/service has the agreed properties, corresponds to the status of science and technology on delivery/acceptance and that it does not come with any circumstances that invalidate or reduce its value or suitability for normal use or use required under the agreement, of which these terms are a component. The Supplier shall also be liable for the rights of third parties, in particular patents or other commercial property rights not being violated by the delivery or use of the subject of delivery / service.

11.2 If the subject of delivery / service is faulty, we shall be entitled to the statutory claims for faults - without any restriction - subject to the requirement that the complaint period of Section 377 HGB is at least 8 days. In the event of concealed faults, in particular for such that become apparent only during processing or commissioning of the subject of delivery / service, the complaint period shall not start until detection.

11.3 The statute of limitations for material and legal defects shall be guided by the legal provisions.

12. Compensation and liability

12.1 Compensation and expense claims (hereinafter referred to as "Compensation Claims") of the Supplier against us, for whatever legal reason, shall be ruled out, unless they are based on the provisions of the Product Liability Act, a violation of contractual or legal obligations by us with intent or in gross negligence, health or physical injuries of the Supplier as a result of a violation of an obligation that is our responsibility, the assumption of a guarantee for the existence of a property or the violation of integral contractual obligations. Contractual obligations (cardinal obligations) shall be such obligations whose fulfilment only enables the orderly execution of the relevant agreement to be concluded on the basis of these

terms and on whose observance the Supplier can regularly rely. In the event of a violation of integral contractual obligations, the compensation claim of the Supplier against us shall be limited to the typical contractual, foreseeable damage, unless there is a case of intent or gross negligence, and there is no liability for health and physical injuries or due to the assumption of a guarantee for the existence of a property by us. Foreseeable is the damage whose implementation is to be regularly expected when violating the relevant typical contractual obligation. A violation of an obligation by us shall be equivalent to such by our legal representative or vicarious agent.

12.2 The Supplier shall observe the state of the art of science and technology when developing and producing the subject of delivery / service and observe all mandatory legal regulations, conduct an in-depth function and quality inspection before delivery and sufficiently document all measures taken to fulfil these obligations, archive this documentation for 15 years and grant access to the documentation at any time on request.

12.3 If we are subject to a compensation claim from third parties due to a product fault, the Supplier shall release us from these claims, if and insofar as the damage is caused by the raw materials and partial products provided by the Supplier or by services provided by it. Furthermore, the Supplier shall be liable in accordance with the legal provisions.

13. Data protection, security and secrecy

13.1 We shall be authorised to archive the data relating to our Suppliers in terms of IT and to process and use these data for our operating purposes in accordance with the legal provisions.

13.2 The Contractor shall strictly comply with our security instructions for third-party companies, insofar as they become active on our works premises, as well as the Manual for Secrecy in the Business of the Federal Ministry for the Economy and Technology in its relevant applicable version for confidentiality orders. .

14. Place of performance, jurisdiction, applicable law and translations

14.1 The place of performance for all deliveries and/or services to be provided by the Supplier shall be the relevant place of receipt/use stated by us.

14.2 The exclusive jurisdiction for all disputes arising directly or indirectly out of the contractual relationship with the Supplier - also from documents, promissory notes or cheques - shall be Bremen (courts of the City of Bremen). However, we shall remain authorised - at our discretion - to assert claims against the Supplier also before courts in charge of its company head office.

14.3 The laws of the Federal Republic of Germany, in exclusion of the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

14.4 In the event of translations of these terms into a language other than German, the German version of these terms shall be authoritative for interpretation purposes.

15. Partial invalidity

If individual provisions of this Agreement on deliveries and services, of which these terms are a part, are or become invalid, this shall not affect the validity of the other provisions of the relevant agreement. Instead of the invalid provision, we shall agree with the Supplier such a provision that governs the commercial intention of the invalid provision in full or - insofar as not effectively possible legally - with as broad a legal validity as possible.