

Terms and Conditions of Purchase

of
Rheinmetall MAN Military Vehicles Österreich GesmbH and
Rheinmetall MAN Military Vehicles GmbH

1. Contracting Parties, validity of the Terms and Conditions of Purchase, form

The Purchaser shall be either Rheinmetall MAN Military Vehicles Österreich GesmbH, Brunner Straße 44-50, A-1230 Vienna, Austria, FN 344783i, or Rheinmetall MAN Military Vehicles GmbH, Dachauer Straße 651, D- 80995 Munich, Germany, HRB 251132. The Purchaser shall be specified in each order. Purchaser and Supplier are also referred to as 'Party'.

The Purchaser and Supplier agree on a set of basic provisions with these Terms and Conditions of Purchase. Further processing shall be carried out in SAP by means of so-called individual purchase orders, blanket purchase orders, or delivery or service call-off agreements. The Supplier and the Purchaser agree that any general terms and conditions submitted in any form by either Party at a later date, shall automatically be deemed invalid. These Terms and Conditions of Purchase shall always apply instead.

Unless expressly agreed otherwise, these Terms and Conditions of Purchase provided to the Supplier shall apply. A contract between the Purchaser and the Supplier shall only be deemed to have been concluded subject to the exclusive application of these Terms and Conditions of Purchase.

The Supplier agrees that in case of doubt, the Purchaser's Terms and Conditions shall be assumed to apply in the event that the Supplier uses its own terms and conditions, even if the Supplier's terms and conditions remain unchallenged. In this respect, acts of contract performance by the Purchaser shall not be deemed to be a consent to the Supplier's terms and conditions. If any ambiguities remain in the interpretation of the contract, nevertheless, they shall be eliminated in such a way that those arrangements shall be deemed agreed, which are usually agreed upon in comparable cases. If the Supplier does not agree with the above arrangement, the Supplier must immediately inform the Purchaser in a separate letter (letter or signed letter scanned and emailed to RMMV-procurement-support@rheinmetall.com). In this case, the Purchaser reserves the right to cancel the order.

These Terms and Conditions of Purchase shall also apply to future transactions, even if no express reference is made to them.

Any amendments and supplements to the contract shall be made in writing, which expressly includes signed documents transmitted by email in PDF format. For clarification: these shall be signed by both parties.

The **Rheinmetall MAN Logistics Standard ("Logistics Standard" – Appendix 1)** and – if concluded – the applicable Quality Assurance Agreement for the Logistics Vehicles Business Unit, and any other appendices listed below, shall form an integral part of these Terms and Conditions of Purchase. The Logistics Standard shall be provided to the Supplier on request. In the event of any discrepancies, the Terms and Conditions of Purchase shall apply first, supplemented by the Logistics Standard and the **Packaging Guideline (Appendix 2)**.

In the case of orders for services, these Terms and Conditions of Purchase shall apply mutatis mutandis insofar as they are applicable to services by nature (e.g. the Packaging Guideline does not apply for services).

2. Order processing

2.1 Processing of (SAP individual/blanket) purchase orders

The Purchaser, using a number, which is to be indicated on all correspondence with the Purchaser, handles internal order processings via SAP.

The Purchaser shall submit a **purchase order**, which contains the individual details such as the scope of delivery and performance, quantity, price, delivery date, Incoterm, etc. and to which these Terms and Conditions of Purchase (contractual basis) shall apply as an integral part. In the event of any discrepancies, the terms and conditions of the respective purchase order shall apply, and these Terms and Conditions of Purchase shall apply as a supplement thereto.

Quantities and dates can be agreed by telephone or verbally, but are only legally binding if the other Party, which can also be done by email, subsequently confirms them in writing. The Supplier must accept or reject an order within **5 days. Silence on the part of the Supplier shall be deemed acceptance.** In addition to order confirmation, the execution of the order, in particular delivery or partial delivery or the acceptance of payment, shall be deemed full acceptance of these Terms and Conditions of Purchase.

Any orders placed by the Purchaser (be it individual or blanket orders or within the scope of delivery/service call-off as described under item 2.2.) shall be deemed to be subject to change without notice and may, if not yet accepted by the Supplier, be cancelled by the Purchaser at any time within these 5 days (**cancellation right**).

In the absence of any other agreement, quotes or cost estimates addressed to the Purchaser shall be binding for 30 days and be provided free of charge.

2.2 Processing of delivery call-off

If an **"SAP - General Agreement to the Contract"** (with demand forecast and delivery call-off) (hereinafter referred to as **"SAP Blanket Agreement on Delivery Call-off"**) is applied, the individual details such as the goods, target quantity, price, delivery period, Incoterm and further details are specified, and these Terms and Conditions of Purchase (contractual basis) shall be deemed an integral part thereof. The specific **delivery call-off/delivery schedule** contains the specific quantities at the specific delivery date, as well as a demand forecast for the next 12 months.

In addition, the **Logistics Standard** applies, which is provided to the Supplier on request. It governs the logistical cooperation between the Purchaser and the Supplier. It is available and decisive for all Suppliers.

Upon conclusion of the contract, the Supplier shall receive information about the currently expected demand in the year ahead in the form of a demand forecast. The Purchaser shall regularly transmit both the updated demand forecast (also referred to as "delivery call-off/order confirmation") per part number for a forecast period of up to 12 months, and the cumulative demand per part number for each delivery date.

The most recently provided demand forecast shall apply. **This is (except for the "Frozen Zone" - see below) non-binding for the Purchaser. However, the Supplier accepts a general delivery obligation for the period specified in the respective demand forecast.**

Quantities and dates can be agreed by telephone or verbally, but are only legally binding if they are subsequently confirmed in writing by the other Party, which can also take place by email.

Delivery call-off is always generated automatically and valid without a signature. By way of modification of item 5 of the Logistics Standard, it shall be assumed that the Supplier received the forecast or delivery schedule, if the Purchaser can provide evidence that it was transmitted by means of EDI, or by fax or email.

Unless otherwise agreed, the following matters from the Logistics Standard shall apply in particular:

- The STA standard procedure (stock procurement) applies as a general rule and unless otherwise specified. For details, please refer to the Logistics Standard.
- Demand security/"Version"/"Frozen Zone": 17 working days from transmission of the respective current demand forecast, if no other starting date of the 17-day period is specified in the demand forecast (the opening hours of the Purchaser's goods receiving department apply).

3. Contract Period

An individual order ends upon fulfilment. An individual order with delivery call-off is concluded for an indefinite period and can be terminated by either Party at the end of any month subject to a one-year notice period. Both Parties agree to waive their termination right for the first 12 months. **In the event of a termination by either Party, the Supplier shall be obliged to accept a one-off order (last order)** intended to cover the Purchaser's spare part requirements (to provide the Purchaser with a final stock); in addition, any obligations arising from availability, obsolescence and stockpiling as well as confidentiality shall continue to apply.

4. Scope (services)

The scope is defined in the respective purchase order (or another defined document). In the case of a general agreement to contract with delivery call-off, the delivery object and quantity are specified in the scheduling agreement item using the respective part number.

Before concluding a contract, the Supplier is informed about the technical specifications and details of the part numbers (which exact products are required).

All parts/assemblies to be supplied shall be brand new.

In any case the delivery shall always include the documents and records relating to the scope. This includes in any case legally required documents and records (e.g. REACH declaration of conformity and safety data sheets) as well as contractually agreed upon documents.

Further documents included in delivery are copyable operating, maintenance and storage instructions as well as spare parts lists and other written, pictorial and electronic documents concerning the scope, which are necessary for proper and safe use, repair, maintenance and cataloguing of the delivery objects. Furthermore, the Supplier shall provide the documentation necessary for cataloguing. This includes information about dimensions, customary designations as well as the Supplier's part number, the Supplier's NATO cage code, size and weight information (unpacked and packed). If the Supplier is not the manufacturer of individual parts in the delivered assemblies, the Supplier shall inform the Purchaser of the part number and the original manufacturer. This rule also applies if individual parts are manufactured at other production sites of the Supplier.

Standard parts (DIN, ISO etc.) are to be marked as such and designated in accordance with the respective standards.

Should further documents be required for the items delivered by the Supplier in the context of the codification procedure, these shall be provided to the Purchaser free of charge. Alternatively, the Purchaser may provide the respective information (for copyright protection) to the respective competent National NATO Codification Office.

The Supplier shall grant the Purchaser the right to pass on such documents and records, which are delivered with the scope, to third parties.

The Supplier is obliged to provide **Supplier's Declarations** at any time upon request. The Supplier shall provide the Purchaser with a Certificate of Origin and/or a long-term Supplier's Declaration, the customs tariff numbers and weight data for the goods to be delivered free of charge and in a timely manner after receipt of the order, but no later than with the first delivery of goods.

If the Supplier requires an end-user certificate for applying for an export license, the Purchaser shall prepare or apply for such certificate upon request. The Supplier undertakes to provide the Purchaser with any documents or information required for this purpose.

5. Defence equipment/re-export commitments

Orders may also be related to the performance of public defence contracts. As a precautionary measure, it is pointed out that all Suppliers – irrespective of whether they manufacture the goods or have them manufactured in their own country or abroad (including EU countries) – must comply with the applicable national foreign trade regulations of the country of manufacture (e.g. in Austria Foreign Trade Act/AußWG, Dual-Use Regulation).

Confirmations or declarations of any kind shall - without exception - only be issued for goods subject to approval.

A non-issuance for goods not subject to approval does not entitle the Supplier to refuse to provide its services.

Regarding export, distribution or use restrictions according to the US International Traffic in Arms Regulations (ITAR) and Export Administration Regulation (EAR), **the Supplier guarantees that the delivery object is free of these (ITAR or EAR)**, unless they inform the Purchaser otherwise in an official confirmation.

In this context, the Supplier undertakes to complete the Export Classification Request (ECR) form in German or English (Appendix 3) for each request – insofar as transmitted - and to submit it to the sender (information obligation dual-use, ITAR/EAR; documentation included in the offer).

The Supplier shall immediately review the order to determine whether the technical documentation required for the execution is complete; any missing documents shall be requested immediately, otherwise the Supplier may not invoke the absence or incompleteness of the documentation.

6. Cataloging

At the request of the Purchaser, the Supplier undertakes to provide clear and meaningful identification documents for the purpose of cataloging. These documents must clearly describe the formal, material and technical characteristics of a product with regard to the required quality and performance characteristics (including the respective maximum and minimum values). These characteristics may include dimensions, weight, material, chemical composition, surface protection, physical quantities (e.g. current, temperature, pressure), safety and environmentally relevant data, logistical characteristics (e.g. shelf life), method of operation/functional principle, installation location or higher-level assembly (information on affiliation and use). Identification documents may include: (technical) drawings, (technical) data sheets, standards and specifications of any kind, safety data sheets, (technical) plans of any kind, catalogs or catalog excerpts (from manufacturers or dealers), parts lists, manuals (with technical data).

The assessment of whether identification documents are sufficient and suitable is the sole responsibility of the competent cataloging authority.

Identification documents must contain information that clearly indicates where the rights (design rights, construction rights, etc.) for the respective (individual) products are located.

Factory standards as well as standards and specifications of industry associations or similar documents must be submitted with the application for cataloging. If reference is made in company standards to standards and specifications of industry associations (e.g. VDA, VDI) or similar documents, the corresponding reference documents must also be submitted with the cataloging application.

Factory standards as well as standards and specifications of industry associations or similar documents that refer (without changes in content) to general standards and specifications (e.g. DIN, EN, ISO) must contain unambiguous and clearly recognizable information on which general standards or specifications are referenced.

Insofar as generally and/or specifically required by contract, information on Automatic Identification Technology (AIT) including the Global Trade Item Number (GTIN) must also be submitted together with the above-mentioned identification documents.

The obligation to supply sufficient and suitable identification documents shall extend to all delivery items which are designated by the Purchaser as contractual items and identified for cataloging.

The Supplier is obliged to provide the name of the actual manufacturer(s), their drawing or part numbers (number with which the respective items can be uniquely addressed and ordered) as well as sufficient and suitable identification documents for the items which it procures from a subcontractor or from the trade.

All necessary information and documents must be provided as quickly as possible, but in any case within the binding deadlines specified in the contract on the basis of the applicable specifications and regulations.

The Supplier is obliged to provide information and documents within the scope of the service description until complete fulfillment of the contract without delay in the event of changes to all delivery items which have been designated by the Purchaser as the subject matter of the contract and identified for cataloging.

7. Operating fluids and operating supplies ("lubricants")

Insofar as devices filled with lubricants or hydraulic fluids are delivered, only those that comply with the NATO standard series are to be used. The lubricants used are to be specifically documented and are to be handed over to the purchaser in machine-readable, electronically reusable form at the latest upon delivery of the goods, including the respective specifications and MSDS (Material Safety Data Sheets).

8. EU Chemicals Regulation (REACH-Regulation)

By accepting the order and this related delivery stipulation, the Supplier declares that as manufacturer, importer or supplier he is familiar with the following regulations in their currently valid version and shall adhere to them, when delivering a substance or a mixture of substances in terms of the EC Regulation 1907/2006/EC (REACH Regulation) and 1272/2008/EC (CLP Regulation). In the event that the delivery contains a product in terms of the above-mentioned regulation, the Supplier declares that he knows and shall adhere to Articles 7 and 33 of the Regulation 1907/2006/EC when accepting the order. When delivering a substance or a mixture of substances in terms of the REACH Regulation (1907/2006/EC), the recipient of the goods is entitled to refuse acceptance of the delivery, if no up-to-date and REACH-compliant safety data sheet (pursuant to Art. 31 of the regulation 1907/2006/EC) is included with the delivery or made otherwise available. In addition, the Supplier is obliged to send a current and REACH-compliant safety data sheet (pursuant to Article 31 of Regulation 1907/2006/EC) to the e-mail address arbeitsstoffe_rmmv_wien@rheinmetall.com at least once per calendar year (before the end of the first quarter) or immediately in the cases of Article 31 section 9 of Regulation 1907/2006/EC or a revision by the manufacturer. For the delivery of a product that contains more than 0.1% weight by weight of a substance in line with the criteria provided in Art. 57 that is determined pursuant to Art. 59 section 1 of the regulation 1907/2006/EC, the Supplier shall provide the buyer/recipient of the product with the information available to them that is suitable to allow for safe use of the product, and must at least name the substance in question. Any infringement of this provision shall entitle the recipient to reject the goods.

9. Prices

The agreed upon prices from the order shall apply (purchase order, general agreement to contract with delivery call-off). Unless otherwise agreed, these prices shall be deemed to be fixed prices including all duties and ancillary costs as well as including packaging and transport costs (transport costs depending on the Incoterm or other arrangement). Price escalator clauses and similar arrangements shall not be accepted by the Purchaser unless they have been separately negotiated. In the event that price escalator clauses are agreed upon, the current prices shall be announced prior to shipment of the goods and shall be indicated on the invoice.

Unless otherwise agreed, the goods shall be packed in accordance with the Packaging Guidelines. The Packaging Guidelines are sent to the Supplier upon request.

The local MAN freight forwarders shall be used for transport as a general rule. Any deviations from this rule shall be agreed with the Purchaser in advance. No additional costs will be accepted otherwise.

The prices include the costs for technical publications for operation, maintenance (servicing), repair (overhaul), storage instructions, spare parts lists and spare parts catalogues, as well as technical drawing documents and descriptions for use, maintenance, repair and cataloging (NATO codification) in machine-readable, electronically reusable form. Should further documents be required for the Supplier's delivery objects within the scope of the codification procedure, these shall be provided to the Purchaser free of charge. Alternatively, the Purchaser may provide the respective information (for copyright protection) to the respective competent National NATO Codification Office.

10. Place of delivery and transfer of risk

Unless otherwise agreed, **intra-Community deliveries** shall be made in accordance with the FCA Incoterms 2020 clause using the agreed upon address (the Supplier's production site, unless otherwise agreed).

If the Supplier imports goods from a third country (into the EU), they must always import them duty unpaid (Incoterm 2020 DAP delivered at place). Furthermore, the Supplier must inform the Purchaser immediately about the upcoming third-country delivery and transmit the following information: the transport-relevant data (e.g. pick-up date, truck number, delivery date), invoice or pro forma invoice and the associated freight documents (such as AWB, CMR, bill of lading or tracking number).

11. Delivery deadlines/contractual penalty

Fixed delivery periods or specific delivery dates must be strictly adhered to under all circumstances, but do not constitute a fixed date transaction.

The Supplier must only make partial and advance deliveries if these have been expressly approved by the Purchaser.

The Purchaser may demand a temporary suspension of delivery and performance at any time and free of charge. If the Supplier demands that a time limit is specified, this shall be determined jointly. In this case, the Purchaser shall be entitled to a minimum period of 6 months, or the period requested by the Purchaser's customer.

The Supplier is obliged to compensate the Purchaser for the entire damage caused by a delay, unless they are not responsible for the delay. The statutory default provisions shall apply in all other respects.

In the event of delayed delivery, the Purchaser is entitled to assert a **contractual penalty** of 1.0% of the net price of the entire delivery object per day, however, no more than 5%.

The Purchaser is entitled to deduct the contractual penalty from the payments owed to the Supplier. The contractual penalty due can be deducted from amounts invoiced at a later date.

The Purchaser may assert the contractual penalty up to 6 months after the last delivery of the order, even if it has not specifically reserved this right when accepting or approving the delayed delivery.

Should the delay result in a demonstrable assembly standstill, an additional penalty of EUR 500/part number/day is to be paid by the Supplier at the request of the Purchaser.

Insofar as there is already a delay, changes to order quantities based on this do not represent any agreement on the part of the Purchaser to deliveries at later dates, but are purely due to technical reasons.

12. Quality assurance, occupational safety, environmental safety and information security

The Supplier undertakes to maintain a certified management system in accordance with ISO 9001. If the Supplier does not have a certified management system in accordance with ISO 9001 in place, the Supplier shall establish, maintain and secure a process chain for the development and manufacture of the requested or ordered products based on ISO 9001. If necessary and after consultation with the Supplier, the Purchaser may carry out a system audit to verify that the management system complies with the standard. The costs incurred shall be borne by the Supplier. The Supplier shall inform the Purchaser of any subsequent certification or loss of certificate immediately and without being prompted to do so.

Furthermore, the Supplier undertakes to comply with the requirements of the Purchaser's Quality Assurance Agreement for Suppliers and the Purchaser's Supplier's Guide for Initial Sample Inspection, each of which can be accessed via the Purchaser's Supplier Portal.

In addition, it would be desirable for the Supplier to establish ISO 45001 (occupational health and safety), ISO 50001 (energy management), ISO 14001 (environmental management) or equivalent.

Environmental law requirements and environmental agreements, such as the global Minamata Convention, which is to be implemented in the European Union through the Mercury Regulation 2017/852, the Stockholm Convention with EU Regulation 2019/1021 on persistent organic pollutants (POPs) or the Basel Convention on the control of transboundary movements of hazardous waste and their disposal, must be complied with in terms of the duty of care for the supply chain.

If the Supplier becomes aware of a security-relevant event (in particular the spying, manipulation or destruction of information) that could have an impact on the information security of business-relevant data and could impair the confidentiality, integrity or availability of the data, the Supplier is obliged to inform the Purchaser of this immediately.

13. Changes

All changes requested by the Supplier affecting the "form, fit and function" of the contractual objects, which have an influence on the interfaces, on documentation, on spare parts already supplied, on the price, the specifications or the delivery date, shall require prior written consent (approval) of the Purchaser's **Purchasing Department**.

All change proposals shall be submitted to the Purchaser in writing (signed and unsigned PDF and email communication are expressly included here) and shall require the consent of the Purchaser. Approval of the proposed changes shall be given by the Purchaser in writing (see above).

Additional costs for items delivered to RMMV due to changes caused by the Supplier shall also be borne by the Supplier.

The Supplier undertakes to implement, at the Purchaser's expense, all requests for changes made by the end customer and **communicated exclusively by the Purchaser's Purchasing Department**, which the Purchaser deems necessary with regard to the respective delivery object. The Supplier shall review the feasibility of implementation and provide the Purchaser with a statement and information about additional or reduced costs and delivery times. **In the event of additional costs, implementation shall require prior written consent of the Purchaser's Purchasing Department (which shall expressly include signed and unsigned PDF and email communication).**

In all cases, changes must only be implemented with approval of the Purchaser's Purchasing Department (and no other department of the Purchaser). Should change requests from other departments (e.g. Engineering or Service) be made to the Supplier, the Supplier shall consult with the Purchaser's Purchasing Department and reach an agreement prior to any implementation.

14. Force Majeure

The ICC clause on Force Majeure (long version) applies.

In addition, the Party invoking Force Majeure is obliged to provide written proof of the cause of the Force Majeure without delay. This must be supported by official, verifiable evidence

(e.g. official confirmation), as far as this is appropriate based on the reason for force majeure.

This shall also apply if the events in question occur at a time when the affected contractual partner is in default, for the period applicable from the occurrence of the force majeure. The Contracting Parties shall adapt their obligations to the changed circumstances in good faith.

If the effects of Force Majeure last for a continuous period of more than 180 days, and if the Contracting Parties are unable to agree on measures concerning their performance of the contract, each Party shall have the right to withdraw from the order before delivery to the end customer or to terminate the part of the order that has not been performed. Such withdrawal or termination must be declared in writing.

15. Acceptance and warranty

The Supplier warrants that the respective delivery objects and services are free of defects. A defect exists if the delivery object or service does not have the quality described in the respective order or commission, in particular if it does not fulfil the necessary functions and performance requirements, or does not have the prescribed material properties, or does not comply with the legal regulations applicable at the time of the transfer of risk with regard to its characteristics.

The burden of proof that there is no defect lies with the Supplier.

The warranty period shall be 24 months from the date of commissioning of the vehicle by the end customer (proof to be provided by the Purchaser), but shall, in any event, end no later than 36 months after being handed over to the Purchaser in accordance with the agreed Incoterm.

For all delivery objects/services not installed in vehicles, the warranty period shall be 36 months from handover to the Purchaser in accordance with the agreed Incoterm.

In the event of the occurrence of defects, the Purchaser shall be free to choose between a replacement, improvement or price reduction, unless a conversion claim exists, and the Purchaser makes use of it. Transport costs or their ancillary costs shall be borne by the Supplier, as shall dismantling and installation costs, inspection costs and all other costs incurred in remedying defects. The return of rejected goods shall take place at the risk and expense of the Supplier, insofar as an obligation to return such goods exists.

If the Supplier fails to fulfil their obligation to remedy defects within the reasonable period specified by the Purchaser, the Purchaser shall be entitled to arrange for **substitute performance** (at the Supplier's expense). Also in time-critical cases (e.g. a vehicle is no longer ready for use in the field), the Purchaser shall be entitled to repair a defective delivery item or have it repaired at the Supplier's expense or to procure a replacement from a third party.

Insofar as the Purchaser insists on an improvement or replacement, they shall be entitled to retain the entire payment until complete fulfilment of the service/delivery owed.

The obligation to inspect defective deliveries of goods pursuant to § 377 of the Austrian Commercial Code (UGB) is expressly waived. Upon discovery of any defects, the Purchaser shall have the right to lodge a notice of defect within six weeks.

For the sake of completeness, it is pointed out that changes to the legal burden of proof to the detriment of the Purchaser, shortening of deadlines etc., or the exclusion of the right of recourse in accordance with § 933b of the General Civil Code of Austria (ABGB) are generally not accepted by the Purchaser.

A notice of defect can per se still be raised even if the scope of delivery/service has already been processed or the goods/services have been delivered directly to the end user/client of the Purchaser.

In the case of any **systematic defects** in the delivery objects/services, the Supplier shall be obliged to repair or replace all delivery objects/services at the Purchaser's discretion, including those for which the systematic defect has not yet become apparent and irrespective of whether the warranty for the delivery objects/services concerned has already expired. A systematic defect shall be deemed to exist if similar or identical defects occur in 5% of the contractual objects already delivered to the Purchaser within a calendar year. A systematic defect shall also be deemed to exist if the Purchaser proves to the Supplier that there is a deviation from the applicable documents, which prevents the fulfilment of the requirements and performance features. No systematic defect is deemed to exist, if the accumulation of defects is due to incorrect operation, incorrect handling or use outside the parameters of use described in the applicable documents.

The warranty period for systematic defects shall be 48 (forty-eight) months from delivery of the last contractual item of the respective order to the Purchaser.

Where applicable:

The use of sub-suppliers prescribed by the Purchaser or negotiated by the Purchaser does not release the Supplier from the responsibility to report defects to the sub-supplier and the Purchaser. Any complaints shall be made by the Supplier directly to the sub-suppliers without delay. Upon request, the Supplier shall inform the Purchaser of the current status of processing of any complaints. If the Supplier discovers any defects in a product provided by the Purchaser, they shall immediately coordinate the measures to be taken with the Purchaser. Thus, products provided by the Purchaser to the Supplier shall also be subject to at least one incoming goods inspection in order to detect and address defects as soon as possible.

The Supplier shall be released from the obligation to repair contractual objects on which the defect has not yet become apparent, if they can prove that the defect only occurs in parts of a certain production lot (batch) or only in certain production lots. In these cases, the obligation to repair or replace shall be limited to the affected production batch or the respective part of a production batch, and beyond this to those contractual objects that actually feature the defect.

The Supplier shall be obliged to inform the Purchaser of its central point of contact for warranty cases at the latest when delivery begins, and to establish a corresponding process integration of the Purchaser and partners that are to be designated. Partners in this sense are service companies contractually linked to the Purchaser which form the Purchaser's 1st line of service for the end customer. Commercial processing of warranty transactions between the Purchaser and the Supplier shall not be affected by this.

16. Compliance

Within the business activities with the Purchaser, the Supplier is obligated to refrain from doing anything which may lead to culpability due to fraud and embezzlement, insolvency crimes, crimes against competition, granting advantages, bribery, corruption or other crimes relating to corruption on the part of persons employed by the Supplier or other third parties. In the event of any violations of the provision specified above, the Purchaser is entitled to withdraw from or terminate all existing legal transactions with the Supplier without notice and has the right to break off all negotiations.

Irrespective of the above, the Supplier is obligated to adhere to all laws and regulations applicable to it and to the business relationship with the Purchaser, as well as the Code of Conduct and the Compliance Guidelines of the Rheinmetall Group. These can be accessed on the website www.rheinmetall.com and will be made available in printed form on request.

17. Inspection rights of the Purchaser

The Purchaser (and their (main) customer) have the right to check that the services are performed in line with the contractual arrangements at any time, while production/service provision is underway, to inspect the planning documents, to verify that delivery dates will be met and to request any other necessary information. Should the Purchaser conduct tests on the delivery objects at the Supplier's factory, the Supplier shall make the necessary equipment etc. available at no charge. The same shall apply for quality testing service of the main customer.

18. Cancellation

The Purchaser shall have the right to terminate the contract in whole or in part subject to a reasonable notice period, even if the Supplier is not at fault. The Purchaser shall be liable for the Supplier's costs incurred, insofar as they are demonstrably incurred for the Purchaser's order and cannot be utilised for other purposes in a commercially viable manner.

19. Availability, obsolescence and stockpiling

The Supplier undertakes to supply the delivery objects as well as spare parts for the products delivered to the Purchaser for a period of at least 20 years after the last delivery (form, fit, function), or to enable the Purchaser to manufacture the delivery object itself or to source it elsewhere (provision of all data and information required for producing the delivery object and spare parts, in particular technical production drawings with complete dimensions and manufacturing instructions, material grades and surface coatings, and any other information necessary for manufacturing the delivery object in machine-readable, electronically reusable form).

If the Supplier intends to cease producing the delivery object, they shall be obligated to inform the Purchaser at least 18 months in advance. In this case, the Supplier is obligated to accept a one-off order to cover the Purchaser's spare part requirements (to provide the Purchaser with a final stock). With the execution of this order, the Supplier's obligation shall end on condition that all data and information required for producing the delivery object and spare parts, in particular technical production drawings with complete dimensions and manufacturing instructions, material grades and surface coatings, and any other information necessary for manufacturing the delivery object, were provided to the Purchaser in machine-readable, electronically reusable form.

In order to avoid future unavailability of components, materials, resources, processes, services and know-how, the Supplier shall set up an obsolescence management system for the duration of the contract. In the event of obsolescence, the Supplier shall inform the Purchaser without delay and coordinate suitable remedial measures. In fulfilling their obligations, the Supplier shall take into account all possible obsolescences from the conclusion of this contract and for a period of 20 years after complete performance of all services under this contract.

20. Terms of payment

After performance, invoices shall be submitted to the Purchaser no sooner than on the agreed delivery date, but no later than 6 months after complete performance of the delivery/service. Insofar as no special provisions regarding the terms of payment are stated in the purchase orders, payments by the Purchaser shall be made as follows: **within 14 days after receipt of the goods/services and invoice with 3% discount, within 30 days with 2% discount, or within 60 days without any deductions (payment due date).**

Payment deadlines start on the day the invoice and complete delivery of goods or services have been received along with all required documents, however, no sooner than on the originally agreed upon delivery date. Payment shall be deemed to have been made when the financial institute instructed by the Purchaser receives the payment authorisation.

Without the Purchaser's written consent, the Supplier is not permitted to assign any existing claims against the Buyer to third parties in full or in part (non-assignment clause). The same shall apply to the advance assignment of future claims.

21. Delivery

Delivery must be made in line with the agreed upon Incoterm at the expense and risk of the Supplier, free of any ancillary costs, in particular, customs duty, transport insurance costs and including packaging, unless otherwise agreed.

Unless otherwise agreed, the delivery items must be shipped on EURO/DIN pallets. Delivery notes or packing slips must be attached to goods deliveries, stating the order number, order position number, the Purchaser's material number, designation – **including information, whether the delivery object is a military material, war material, or a dual-use good** – as well as the quantity (litre, kg, metre etc.) and the type of packing in a clearly legible form; in addition, shipping notifications in duplicate showing the same details must reach the Purchaser by separate mail on the day of delivery at the latest. The Purchaser is otherwise entitled to refuse acceptance of the goods without assuming the costs thus incurred. The Supplier should clearly mark the exterior of the packaging used for the parts to be shipped with the Purchaser's order number in two places – please refer to the Logistics Standard for details. The Supplier is liable for all defects and for any costs that arise if this provision is not adhered to, e.g. warehouse errors.

22. Property rights

The Supplier guarantees that neither the delivery object as a whole nor a component of the delivery object is subject to restrictions on distribution or use, and is therefore free of third-party rights.

In addition to other defects of title, the Supplier shall be liable for claims arising from the infringement of applications for industrial property rights and industrial property rights of third parties in contractual use of the delivery objects by the Purchaser or (end) customer, irrespective of the countries in which such industrial property rights exist, provided that the Supplier is responsible for such infringement.

In the event of an infringement of property rights for which the Supplier is liable pursuant to the preceding paragraph, the Supplier shall indemnify the Purchaser and its (end) customers against all claims of third parties derived therefrom as well as the costs of legal defence.

Each Contracting Party undertakes to inform the other Contracting Party immediately when a risk of violation is identified or a violation of proprietary rights is discovered, and to coordinate the future course of action. The responsibility for further processing the identified problems lies with the Contracting Party that is liable in such cases, according to the above paragraphs. In the case of any doubt, the responsibility lies with the Contracting Party that is accountable for the larger share of causing or contributing to the damage.

The Supplier shall inform the Purchaser on request of all publicised and unpublicised own and licensed proprietary rights applications and proprietary rights that apply to the delivery object.

If the delivery/performance objects are to be used for the purpose of an order from a German public entity, the provisions of Art. 12 of the General Terms and Conditions for Acquisition Contracts (ABBV) shall apply in their currently valid version.

The Supplier grants the Purchaser the non-exclusive, free, transferable right to use (including the right to adapt and reconfigure) all proprietary rights and proprietary rights applications, drawings and other know-how used when manufacturing the delivery items.

The full right of use also includes the documentation supplied. The Purchaser or its legal successors shall in particular be entitled to reproduce the documentation supplied at will and to further use it for the purpose of resale in line with its own documentation obligations.

The granting of the aforementioned rights of use and exploitation is compensated by the contractually agreed remuneration for the respective order.

23. Subcontractors, transfer of contractual rights

Any transfer of the contractual rights to third parties shall require the prior written consent of the Purchaser.

The awarding of subcontracts for substantial parts of the order (value > 50% of the order value) to suppliers or subcontractors shall always require the written consent of the Purchaser.

The Supplier is obliged to observe the overview of country-related embargoes in the respective valid version. The Supplier undertakes not to request and/or commission any suppliers or subcontractors in the countries listed there. The current list can be found on the website of the Austrian Federal Ministry for Digitalisation and Economic Location (<https://www.bmdw.gv.at> > Embargo lists and of the German Federal Office of Economics and Export Control (BAFA): <http://www.bafa.de> -> Export control).

24. Secrecy

Unless another non-disclosure agreement has been concluded, the following shall apply: the Supplier undertakes to treat all commercial and technical details, which are not public knowledge but known to them through the business relationship, as trade secrets.

Drawings, models, patterns, samples and similar items may not be passed on to third parties or made available to them in any other way. Reproduction of such items is only permitted within the framework of operational requirements and of the provisions relating to copyright.

Subsuppliers must be obligated according to the above paragraphs of this item.

Prior written consent is required, if the Supplier wishes to use this business relationship for advertising purposes or to disclose it to third parties.

25. Other terms and conditions

Should recourse be taken against the Purchaser due to mandatory legal provisions (e.g. pursuant to the product liability law) and the reason for such recourse lies in the Supplier's delivery object or in the conduct of its vicarious agents and representatives, the Supplier shall indemnify the Purchaser from such claims even if the recourse is not based on Austrian law.

The Purchaser has the right to terminate this contract in total or in part at any time without providing reasons if necessary due to the end user's demands. (extraordinary termination)

Should individual provisions of these Terms and Conditions of Purchase be or become invalid, for any reason whatsoever, or should there be a loophole that needs closing, this shall not affect the validity of the remaining Terms and Conditions of Purchase. The Contracting Parties undertake to replace the invalid provision with a stipulation that comes as close as possible to its commercial purpose.

26. Place of performance

Unless otherwise agreed, the place of performance for deliveries shall be the registered office of RMMV. The place of performance for payments shall be the registered office of the Purchaser.

27. Supplier reviews

The Purchaser reserves the right to subject the Supplier to a business partner compliance review both before and after conclusion of the contract. In this respect, the Supplier agrees to provide the necessary information to the Purchaser on request, to enable them to carry out a due diligence review.

In the event that the Supplier acts in an unlawful manner repeatedly or despite a corresponding notice, or fails to provide requested evidence of reasonable precautions taken to avoid violations of the law in the future, or refuses a business partner compliance review without justified cause, the Purchaser reserves the right to withdraw from existing contracts or to terminate them without notice.

The Supplier undertakes to provide open quotation calculations including material cost analysis for the purpose of commissioning within the permissible scope. In the event of a price audit by the end customer or an audit or in the course of a compliance audit, the supplier shall provide the necessary documents immediately.

28. Cybersecurity management system and system safety

The Supplier is committed to maintain a certified cybersecurity management system in accordance with ISO 21434 (cybersecurity engineering). If the Supplier does not maintain a certified management system in accordance with ISO 21434, the Supplier shall establish, maintain and secure a process chain for the development and manufacture of the requested or ordered products in accordance with ISO 21434. If necessary, the Purchaser shall, after consultation with the Supplier, convince himself of the standard conformity of the management system by means of a system audit. The costs incurred shall be charged by the Supplier. The Purchaser shall be informed immediately and without being requested of any subsequent certification or loss of certificate.

In addition, it would be desirable for the Supplier to establish IEC 62443 (Industrial communication networks - Network and system security), ISO 24089 (Software update engineering) or equivalent.

If the product to be delivered does not fall under the criteria of the cybersecurity relevant product groups, the Supplier is exempt from the obligation of a cybersecurity management system for this product group.

System Safety

The Supplier is committed to take into account the currently valid RMMV System Safety Directive for suppliers, assemblers and partners and to provide RMMV with the evidence listed in chapter "4.2 SySa Deliverables" for the applicable standard(s) of the delivered system/module/component or the integration of a superstructure.

In addition, the Supplier, assembler or partner undertakes that a system safety audit (organization "3.8 Safety audits") and/or a system safety assessment (project "4.3 Safety assessments") can be carried out by RMMV.

If the product to be delivered does not fall under the criteria of the System Safety relevant product groups, the Supplier is exempt from the obligation of a System Safety Management & Engineering for this product group.

29. Jurisdiction and applicable law

The place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be the competent court in Vienna.

This contract shall be governed exclusively by Austrian law to the exclusion of its principles of conflict of laws. Irrespective of the applicable law, the United Nations Convention on Contracts for the International Sale of Goods is excluded. Amendments and supplements to this contract shall be made in writing.

Appendix 1 - Rheinmetall MAN Logistics Standard

Appendix 2 - Packaging Guideline

Appendix 3 - Export Classification Request (ECR) form in English or German

Appendix 4 - System Safety Directive