

## 1. Scope of application

1.1 These Terms and Conditions of Purchase of Rheinmetall AG (hereinafter referred to as "Client") apply exclusively. Terms and conditions of the Contractor that conflict with or deviate from these Terms and Conditions of Purchase shall not apply unless the Client has expressly agreed to their validity in writing on a case-by-case basis.

1.2 These Terms and Conditions of Purchase shall also apply if the Client accepts or pays for the services of the Contractor without reservation in the knowledge of contrary terms and conditions of the Contractor or those that deviate from the Client's Terms and Conditions of Purchase. These Terms and Conditions of Purchase constitute a part of all orders of the Client. They shall also apply to subsequent orders, even if the Client does not expressly indicate so.

## 2. Offer – Contract documents

2.1 Offers of the Contractor must be submitted in writing. Cost estimates are not subject to remuneration.

2.2 The Client reserves the right to ownership and copyright of illustrations, drawings, calculations, models, devices, samples, and other documents that were provided to the Contractor by the Client for the preparation of the offer or for the execution of the contract.

2.3 The documents and items described in Clause 2.2 may not be made available to third parties unless the Client has agreed to the transfer in writing in advance. The documents and items are to be used exclusively for the processing of the order and the execution of the contract and, after the required processing, are to be returned to the Client without request or irrevocably destroyed according to the instructions of the Client.

## 3. Orders of the Client

3.1 If an order is to be legally considered as an offer by the Client, and if it is not confirmed in writing by the Contractor within ten days, the Client shall be entitled to revoke the order until confirmation by the Contractor. The Contractor shall not be entitled to any claims arising from such a revocation.

3.2 If the confirmation of the Contractor deviates from the order, the Client must be expressly informed of this. In this case, a contract shall only come into being with the written consent of the Client to the deviations. The silence of the Client regarding a confirmation in deviation from the order shall be deemed a rejection.

3.3 Orders are only binding for the Client if they are made or confirmed in writing by the Client. The Client may refuse payment for services that are not performed on the basis of a proper written order. Printouts made in the course of data processing shall not require a personal signature in order to be binding.

## 4. Performance of services

4.1 The Contractor shall be obligated to render the services in a complete and timely manner, including all ancillary services required for the contractual use of the services by the Client.

4.2 The Contractor shall render all services independently and under its own responsibility, providing all necessary work equipment.

4.3 The Contractor is not authorised to represent the Client in legal transactions.

4.4 If services are rendered on site at the Client, the Contractor must comply with the applicable safety regulations and informational guidelines of the Client and follow the safety instructions of the Client without restriction. If the Contractor receives access to the IT and communication systems of the Client, the applicable informational security regulations of the Client must be observed.

## 5. General requirements for services

5.1 The services must meet the mandatory performance specifications given by the Client. Reasons that could argue against the feasibility of the performance specifications given by the Client after review by the Contractor (e.g. ambiguities, inconsistencies, technical obstacles, other concerns, etc.) must be communicated to the Client in writing immediately before the conclusion of the contract.

5.2 The services must comply with the contractual standards, the recognised rules of science and technology, and all other applicable statutory provisions.

## 6. Changes in services

The Client may also request changes with regard to the services at any time during the execution of the contract. In the event of a change request, the Contractor shall immediately submit a written change offer to the Client. Changes shall only become effective once the Client has confirmed the change offer in writing. If the Client does not accept the change offer, the Client may terminate the prevailing contract extraordinarily if it is not reasonable for the Client to adhere to the prevailing contract.

## 7. Remuneration – Payment terms

7.1 The remuneration shall only be paid after all services have been rendered in full in accordance with the contract. Insofar as partial payments have been agreed, these shall only take place after the full contractual rendering of the respective partial services.

7.2 The statutory VAT is not included in the remuneration.

7.3 Payment shall be made within 30 days net after receipt of invoice and contractual rendering of all services, including associated documentation. An assignment of the invoice claims by the Contractor to third parties is not permitted.

7.4 Fixed remuneration, upper compensation limits, and cost estimates are binding. Changes or additional claims due to subsequently incurred cost increases are excluded, irrespective of the reason.

7.5 The payment of the services does not constitute recognition of their contractual conformity. Acceptances of acceptable services shall be made exclusively by written declaration of acceptance by the Client; an implied acceptance is excluded.

7.6 In the event of default or other disruptions of performance, the Client is entitled to withhold all payments until the full contractual rendering of all services.

7.7 The Client and all companies affiliated with it (§ 15 AktG) (*Aktiengesetz* - German Stock Corporation Act) are entitled to offset receivables of affiliated companies against receivables of the Contractor.

## 8. Performance deadlines – Delay

8.1 The performance dates specified in the order are binding. Timeliness shall be governed by the contractual rendering of the services at the place of performance on the agreed date of performance.

8.2 The Contractor is obligated to inform the Client immediately in writing if circumstances occur or become apparent that indicate that an agreed performance date cannot be met. If the Contractor breaches this notification obligation, it shall also be liable for any missed deadlines for which it is not responsible. Lack of response by the Client to such a notification does not constitute recognition of a new performance date specified by the Contractor.

8.3 In the event of delay, the Client is entitled to demand 0.5% of the pro rata contractual sum for the outstanding part of the service as lump-sum delay damages for each commenced week of the delay, but not more than 5% in total. The Contractor is entitled to prove that no damage or significantly less damage has occurred as a result of the delay. The Contractor shall render the delayed services within a reasonable period set forth by the Client without additional remuneration. Further claims for damages remain unaffected. In the event that the aforementioned period expires without result, the Client may terminate the contract extraordinarily. The provisions in Clauses 10.4 and 10.5 apply accordingly.

8.4 If the Client is prevented from accepting the services due to force majeure or circumstances that the Client cannot avert despite reasonable care (e.g. labour disputes, disruptions to operations, and other circumstances resulting in a reduction or temporary removal of the need), the Client may request the rendering of the services at a later date; such a request shall not give rise to claims by the Contractor against the Client.

8.5 Partial services are only permitted with the express prior written consent of the Client.

8.6 If (partial) services are rendered before the agreed performance date without the express written consent of the Client, the Client reserves the right to reject the services that have been provided too early and to demand the repeated rendering of the services on the contractual date without additional remuneration of the Contractor.

## 9. Invoices

9.1 Invoices are to be sent in a single copy.

9.2 Invoices may only be processed by the Client if they contain the order number and the necessary tax information in accordance with the specifications in the order; the Contractor shall be responsible for all consequences resulting from non-compliance with this obligation, unless it proves that it was not responsible.

## 10. General disruptions to service – Extraordinary termination – Legal consequences

10.1 In the event that the services or parts thereof do not correspond to the agreed performance specifications or the Contractor does not render the assumed obligations or does not do so in accordance with the contract, the Contractor shall render the relevant services contractually within a reasonable period set forth by the Client without additional remuneration. Claims for damages remain unaffected.

10.2 The Client is entitled to extraordinary termination of the contract if the Contractor has not rendered the relevant services contractually within the aforementioned period.

10.3 The right to extraordinary termination of the contract also exists for the Client if the Contractor has violated its obligations pursuant to Clauses 2.2 and 2.3 or it is discernible to the Client that the successful execution of the contract is jeopardised due to insufficient capability of the Contractor, if the Contractor suspends its payments or requests the opening of insolvency proceedings or facts become known that suggest bogus self-employment for the Contractor.

10.4 In the event of extraordinary termination, only those (partial) services shall be remunerated that have been rendered by the Contractor in accordance with the contract and can be used by the Client as intended. Invoicing shall take place on the basis of a detailed final invoice according to the contract, which the Contractor shall issue within 14 days after the effective date of the extraordinary termination. The Client is entitled to deduct all damages and additional expenses to be compensated.

10.5 Irrespective of further statutory claims, the Client is entitled in the event of extraordinary termination to render the relevant services itself at the expense of the Contractor or to have them rendered by third parties, to reduce the remuneration, and to demand compensation instead of the service. In the event of extraordinary termination, the Contractor must immediately surrender to the Client all work results, documents, and electronic data required for the fastest possible transfer of the contract.

10.6 If claims are made against the Client by third parties for damages arising from mandatory law, the Contractor must indemnify the Client upon first request to the extent to which it is also directly liable and is obligated to compensate the Client within the internal relationship.

10.7 The Contractor undertakes to maintain a business and financial loss liability insurance policy with a coverage sum of at least €5 million per claim and insurance year and to provide proof thereof upon request. If the Client is entitled to further claims for damages, these shall remain unaffected.

## 11. Prohibition of assignment and retention – Subcontractors

11.1 Rights and obligations of the Contractor arising from the contract cannot be assigned or transferred without the prior written consent of the Client.

11.2 Except in cases of undisputed or legally established claims, a right of retention of the Contractor is excluded.

11.3 The engagement of subcontractors shall require the prior written consent of the Client. If consent is granted, the Contractor shall be liable for the culpability of the Subcontractors engaged by it as for its own culpability.

## 12. Rights to work results – Infringement of property rights

12.1 The Client is entitled to the exclusive right of use to all work results that arise in connection with the rendering of the services, regardless of whether they are protectable or not. Without the prior written consent of the Client, the work results may not be used for purposes other than those specified by the Client. Documents, reports, presentations, and other documents created (including data carriers) are to be transferred to the Client to the extent possible under the law.

12.2 The Client shall acquire the exclusive, irrevocable, transferable right of use, unlimited in time, space, and content, to all work results protected by copyright (e.g. data, diagrams, reports, overviews, figures, calculations, concepts, programs, etc.) for all types of use, including the right of reproduction, distribution, and modification. There shall be no separate remuneration in this regard.

12.3 The Contractor guarantees that the services rendered by it as well as the intended exploitation of work results by the Client do not violate any commercial or other domestic or international property rights of third parties at its own expense. In the event of an infringement of third-party property rights, the Contractor shall indemnify the Client against all claims for damages or other claims asserted against the Client in connection with the services rendered by the Contractor in the internal relationship upon first request.

12.4 All inventions and work results subject to intellectual property rights must be reported to the Client immediately and transferred to the Client, insofar as they arise in connection with the rendering of the services by the Contractor. The Client reserves all rights with regard to the registration of intellectual property rights. In case of lack of interest, the Client shall transfer the invention back to the Contractor, whereupon the Client shall in any case retain a non-exclusive, irrevocable, sublicensable right of use unlimited in time, space, and content and not subject to remuneration for its commercial purposes.

## 13. Compliance clause

13.1 The Contractor undertakes to comply with the Client's Supplier Code of Conduct, which constitutes an effective part of the contract and is accessible to the Contractor at [rheinmetall.com/SCOC](http://rheinmetall.com/SCOC).

13.2 In particular, the Contractor guarantees that it shall not engage in any illegal practices, such as financial contributions or other gifts to employees of the Client or their relatives, in order to receive orders from the Client.

13.3 The Client is entitled to terminate the contract extraordinarily upon discovery of such violations, insofar as employees or agents of the Contractor commit a violation of the above provisions. This shall apply irrespective of the attributable of the violation to the Contractor's company. In addition, the Contractor is obligated to compensate the Client for any resulting damage.

## 14. Ordinary termination

The Client may terminate the contract in writing at any time without stating reasons. The right to extraordinary termination remains unaffected.

## 15. Confidentiality – Data protection

15.1 The Contractor undertakes to treat as trade secret all non-public commercial or technical details that become known to it through the business relationship and all work results that arise in connection with the rendering of the services and to not make them accessible to third parties without the prior written consent of the Client.

15.2 The Contractor may only advertise the business relationship with the prior written consent of the Client.

15.3 The Contractor shall comply with all data protection provisions as amended and shall only use employees in the rendering of the services once they have been obligated to maintain data secrecy by the Contractor in accordance with the Federal Data Protection Act (*Bundesdatenschutzgesetz*). The Contractor must ensure compliance with all statutory data security measures and shall provide the Client with corresponding information and evidence without request in order to supervise the order.

15.4 The Contractor must obligate its subcontractors accordingly to comply with the above provisions.

## 16. Miscellaneous

16.1 The place of performance for all services is the registered office of the Client, unless expressly agreed otherwise.

16.2 For contracts based on these Terms and Conditions of Purchase, Düsseldorf is deemed to be the place of jurisdiction. However, the Client is also entitled to bring an action against the Contractor at its general place of jurisdiction.

16.3 German law applies exclusively to the processing of contracts on the basis of these Terms and Conditions of Purchase, to the exclusion of international private law.

16.4 Declarations sent by e-mail meet the written form requirement in accordance with the above provisions.

16.5 Should one or more of the above provisions be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall then be replaced by a legally permissible provision that most closely approximates the meaning and purpose of these Terms and Conditions of Purchase is achieved to the greatest extent possible.