

GENERAL TERMS AND CONDITIONS

CLAUSE 1 - DEFINITIONS

1.1 In these General Terms and Conditions ("General Terms") and in the associated Proposal, the following definitions shall apply (where the context permits the singular shall include the plural and vice versa):

1.2 "Affiliate" shall mean any entity controlling, controlled by or under common control with a Party, where "control" means an entity's

- (i) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or
- (ii) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract, or otherwise.

1.3 "ASDS" means the legal entity Aerospace Data Security GmbH, which is submitting the Proposal and subsequently entering into an ensuing Contract.

1.4 "Applicable International Anti-Corruption Laws" shall include but is not limited to French, German, and Spanish anti-corruption laws, the UK Bribery Act, the US Foreign Corrupt Practices Act, the OECD Convention and any domestic legislation enacting the principles of the OECD Convention or any other applicable domestic anti-corruption laws and international anti-corruption instruments.

1.5 "Authorisation(s)" shall mean any export, re-export, transfer, re-transfer licences or other authorisations that may be required under Sanctions and Export Control Laws in connection with the performance of the Parties' obligations under the Contract.

1.6 "CFI" or "Customer-Furnished Items" shall mean all necessary information, facilities, rights and permits, assistance, equipment and services that ASDS may reasonably require from the Customer so as to permit ASDS to fulfil without interruption the obligations undertaken in the Contract.

1.7 "Contract" shall mean the agreement between ASDS and the Customer for the purchase and sale of the Works pursuant to Clause 4, comprising:

- (i) ASDS's Proposal, including documents, if any, incorporated by express references and the acceptance thereof by the Customer in accordance with Clause 4.1; or
- (ii) the order by the Customer and ASDS's acceptance thereof in accordance with Clause 4.2.

1.8 "Customer" shall mean the company, public authority or organisation to which the Proposal is addressed.

1.9 "Day" shall mean calendar day.

1.10 "Deliverables" shall mean all goods, materials, supplies, equipment, products, hardware or data system software (if not declared as Services).

1.11 "FAT" shall mean a factory acceptance test in accordance with the test procedures and acceptance criteria agreed in the Contract or, in case no such specific test procedures and acceptance criteria have been defined, ASDS's quality test procedures regarding a factory acceptance test.

1.12 "Intellectual Property Rights" or "IPR" shall mean patents, trademarks, service marks, logos, trade names, copyrights (including rights in computer software in object and source code), rights in designs, utility models, rights in know-how and any other intellectual property rights, in each case whether registered or unregistered.

1.13 "Party" or "Parties" shall mean Customer and/or ASDS as the context may require.

1.14 "Proposal" shall mean the written offer by ASDS to the Customer that

- (i) is either marked as binding or non-binding;
- (ii) includes all documents incorporated by express reference, and
- (iii) details the price, scope, quantities, specifications and delivery period of the Works and other relevant information.

1.15 "Sanctions and Export Control Authority" shall mean competent authorities (e.g. the European Union, the United States of America and any other applicable national authority) in charge of the enactment, administration, implementation and enforcement of Sanctions and Export Control Laws applicable for the Contract.

1.16 "Sanctions and Export Control Laws" shall mean any applicable laws or regulations which impose economic, financial or trade sanctions, embargoes and

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other restrictive measures (including respective specific anti-boycott statutes), transfer, re-transfer, export, re-export license requirements or other Authorisation requirements, enacted, administered, implemented and/or enforced by any Sanctions and Export Control Authority in connection with the performance of the Parties' obligations under the Contract.

1.17 "Sanctioned Person" shall mean

- (i) any natural or legal person that is the target of any Sanctions and Export Control Laws or
- (ii) any legal person that is directly or indirectly Owned or Controlled by one or several person(s) designated under (i).

1.18 "Services" shall mean all training, maintenance, integrated logistic support, program management, engineering, installation, commissioning and other services.

1.19 "Works" shall include without limitation all Deliverables and/or Services (whether or not ancillary to the sales of goods) that are offered by ASDS in the Proposal and furnished to the Customer in performance of and pursuant to the ensuing Contract.

CLAUSE 2 - SCOPE OF APPLICABILITY AND GENERAL OBLIGATIONS OF EACH PARTY

2.1 These General Terms form an integral part of the Proposal and apply to any delivery or performance of Works by ASDS, unless otherwise agreed by ASDS in writing.

2.2 In case of a Contract formation pursuant to CLAUSE 4 - FORMATION OF CONTRACT, ASDS agrees to supply and/or render and the Customer agrees to pay for the Works in accordance with the terms and conditions set forth herein.

2.3 It is expressly understood and agreed that ASDS may use subcontractors and/or suppliers for the performance of its obligations under the Contract at its own discretion.

CLAUSE 3 - SCOPE OF WORK

3.1 The scope, quantities, specifications and delivery period of the Works are set forth in ASDS's Proposal or Proposal confirmation. Any change thereto is subject to ASDS's written consent and may in particular have an impact on prices and delivery schedule. In the absence of any specific requirement, the Works shall adhere to the specifications generally applicable to similar goods or services provided by ASDS.

3.2 Any documentation including marketing material provided by ASDS to the Customer prior to the conclusion of the Contract, including but not limited to drawings, sketches, brochures, indications of weight or measurements, calculations, etc. are not deemed part of the Contract, unless specifically referenced to in the Contract.

3.3 Notwithstanding the aforesaid provisions, ASDS shall be entitled to make minor modifications to the Works or provide new versions or models of individual Works provided that such modifications and/or new versions meet the requirements of the Contract.

CLAUSE 4 - FORMATION OF CONTRACT

4.1 In case of a Proposal explicitly marked by ASDS as binding, the Contract shall come into force upon receipt by ASDS of the Customer's written acceptance of the binding Proposal, and, if agreed, the receipt by ASDS of the respective advance payment and the confirmed opening of the letter of credit for the remaining Contract price, in accordance with Clause 5.6 below. Under no circumstances shall any conflicting or additional, disclaiming terms in Customer's order acknowledgement or similar document be binding on ASDS.

4.2 An order placed by the Customer based on a non-binding Proposal (an invitation to offer) or an order placed by the Customer which is deviating from the binding Proposal proposed by ASDS shall constitute a binding offer, which ASDS is free to accept within 6 (six) weeks of receipt thereof, by way of written confirmation. No such order shall be deemed accepted unless and until confirmed in writing by ASDS. If accepted by ASDS, the Contract shall come into force upon receipt by the Customer of such confirmation, and, if agreed, the receipt of the respective advance payment and the confirmed opening of the letter of credit for the remaining Contract price, in accordance with Clause 5.6 below.

4.3 Any change to the Contract shall not become effective, unless agreed by both Parties in writing.

4.4 In the event of any inconsistencies or conflicts between these General Terms and other documents forming part of the Contract, the following order of precedence shall apply:

- (i) Any written agreement between the Parties where the Parties explicitly agree that any of the provisions of these General Terms and/or the Proposal should be superseded;
- (ii) the Proposal;
- (iii) the General Terms;

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(iv) the order by the Customer.

4.5 No variation to these General Terms shall be binding unless agreed in writing between the Parties. Any varying terms proposed by the Customer in its order or any other document shall not become part of the Contract.

4.6 No Proposal acceptance or order by the Customer which has been accepted by ASDS in accordance with this CLAUSE 4 - FORMATION OF CONTRACT shall be cancelled, varied or suspended by the Customer except with the agreement in writing of ASDS and on terms that the Customer shall indemnify ASDS in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by ASDS as a result of such cancellation, variation or suspension.

CLAUSE 5 - PRICING AND PAYMENT

5.1 All prices are expressed and all payments for the Works shall be made in Euros (EUR).

5.2 Prices are exclusive of any import/export value-added-taxes, stamp duty or equivalent taxes levied on account of sales in or upon importation. In order to ensure the application of tax-exemptions the Customer shall be obliged to provide ASDS with the essential information and documents.

5.3 Any and all income tax, withholding tax, and any other fiscal taxes whatever their nature (direct / indirect) potentially due in the country of the Customer or end-customer are under the sole responsibility of, and shall be borne by, the Customer. Where a relief, waiver or reduction of the withholding tax is possible in accordance with the applicable law, ASDS and the Customer shall jointly procure such tax exemption from the competent authorities.

5.4 In the event that ASDS is required to pay any such taxes or duties, as stipulated in Clauses 5.2 and 5.3 above, these taxes and duties shall be invoiced and paid in addition to the agreed net prices. In the event that the Customer has to self-assess any such taxes, the Customer shall remit these tax amounts to the fiscal authorities without reduction of the agreed net prices.

5.5 Payment for the Works shall be made as follows:

(i) 30% of the total Contract price as advance payment within 15 (fifteen) Days as of the date of receipt of either the written acceptance of the Proposal in accordance with Clause 4.1, or the order confirmation in accordance with Clause 4.2 above;

(ii) 20% of the total Contract Price pro rata after successful completion of the FAT for the respective Deliverable;

(iii) 50% of the total Contract price pro rata upon delivery of the respective Works (delivery of Deliverables or performance of Services).

5.6 Advance Payment is to be made by bank transfer. All other payments shall be made by means of an irrevocable and confirmed letter of credit according to the Uniform Customs and Practice for Documentary Credits – UCP 600 that is to be provided by the Customer for the remaining Contract price after deduction of the advance payment via a first-class bank. Partial drawings or shipments shall be allowed. The letter of credit is to be confirmable by ASDS's bank and payable at sight against presentation of the commercial invoice and in case of Deliverables the signed FAT protocol for FAT payments and the acknowledgment of receipt signed by the freight forwarder for payments after delivery. The letter of credit shall be valid or extended until full use, both for performance of the Works and presentation of the documents to the bank. In case the Parties agree on FAT and after delivery payments via bank transfer, all such payments shall be made within thirty (30) days after the date of the commercial invoice.

5.7 In the event of any delay in payments, the Customer shall pay interest on the amount delayed at the rate of the lesser of either

(a) Euribor (3 months) + ten percent (10%) per annum for each day elapsed from the due date to the date of actual payment, calculated on the basis of a 360-day year, or

(b) the maximum rate allowed by applicable law. Any partial payments received shall first be applied to cover accrued interest, if any, and thereafter credited to cover the principal amount outstanding.

5.8 Without prejudice to Clause 5.7, a delay or failure to pay shall also entitle ASDS, all rights and actions reserved, to defer any supply of Works in progress until payment is completed.

5.9 All payments to be made by the Customer to ASDS shall be made in full without any set-off, restriction or condition, except for set-off against counterclaims that are undisputed or have been finally determined by a competent court or arbitral tribunal, and without any deduction or withholding for or on account of any present or future taxes, duties, charges or fees.

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5.10 The quoted prices are based upon the scope, specification and quantity of the Works referred to in the Proposal and shall not be treated as divisible. In the event of any variation requested by the Customer from the Proposal in, inter alia, the scope, specification, delivery dates or quantity of the Works ordered, ASDS reserves the right to vary the quoted prices.

5.11 In the event of any newly enacted or change in any existing applicable laws (including but not limited to tax laws), statutes, decrees, ordinances, regulations or rules after ASDS's submission of the Proposal that leads to an increase of the prices and/or costs of ASDS; the prices offered in the Proposal or agreed in the ensuing Contract shall be adjusted accordingly.

CLAUSE 6 - DELIVERY TERMS, RISK AND TITLE

6.1 All supply of Deliverables shall be effective Free Carrier (FCA), Aerospace Data Security GmbH, Stuhbaum 14, 28816 Stuhr, Germany, in accordance with Incoterms® 2020.

6.2 If Deliverables are to be shipped by ASDS, any freight or packaging costs shall be charged separately. Any transport damages shall be notified by the Customer to ASDS and the shipment company in writing immediately upon receipt of delivery at the agreed place.

6.3 If upon request by the Customer the delivery is postponed beyond the agreed delivery date ASDS shall charge the Customer the actual additional costs beginning with the agreed delivery date or, in the event of storage in the ASDS factory, an amount equal to 0,3 % of the total Contract price for each additional week commenced for such storage. The Customer is free to prove that ASDS has incurred lesser costs as a result of the storage.

6.4 Subject to the exception stated in CLAUSE 17 - INTELLECTUAL PROPERTY RIGHTS below, the title in the Deliverables shall pass to the Customer upon full payment of the Contract price. The Customer is not entitled to lien the Deliverables or transfer title therein for purposes of security. If a third party nevertheless acquires any rights into the Deliverables, the Customer already now assigns any and all rights in and to the Deliverables resulting thereof to ASDS. The Customer is obligated to immediately notify ASDS if in relation to the Works a lien, an attachment or other disposition is made by a third party.

CLAUSE 7 - DELIVERY SCHEDULE AND DELAYS

7.1 The Parties shall agree on the overall delivery schedule in the Contract, indicating the relevant time

periods and dates for the delivery, installation, testing, commissioning and rendering of the Works. In the absence of such express agreement, ASDS shall perform its obligations hereunder as soon as reasonably practicable.

7.2 In the event that a delivery date is explicitly agreed and the delivery of Works is delayed for 30 (thirty) Days from such agreed delivery date, for reasons solely attributable to ASDS, the Customer shall have the right to claim liquidated damages for delay at the maximum rate of 0.5 % (point five percent) of the contracted price for the delayed Works for each full week of delay, up to a total and aggregate maximum of 5 % (five percent) of the contracted price for the delayed Works.

7.3 The Parties agree that the aforementioned liquidated damages do not constitute a penalty and are a genuine and good faith pre-assessment of the damage that might be suffered by the Customer on account of delays in the delivery of the Works. The liquidated damages shall be credited against any further claims for damages arising from the same delay. Any further claims shall remain subject to CLAUSE 12 - LIABILITY and mandatory applicable law. The Customer's statutory right to terminate or withdraw from the Contract after expiry of a reasonable grace period shall remain unaffected.

CLAUSE 8 - ACCEPTANCE AND INSPECTION

8.1 Where Deliverables are supplied to the Customer and no assembly, installation, erection or commissioning is contracted:

(a) The Customer is obliged to inspect the Deliverables and shall notify ASDS within 1 (one) week after receipt of the Deliverables if there are any defects to them. Latent defects shall be notified within 1 (one) week after their discovery. Such notification of defects shall be accompanied with relevant supporting evidence.

(b) If the Customer

- (i) fails to notify ASDS of detectable defects within 1 (one) week after receipt of the Deliverables; or
- (ii) the Deliverables are used by the Customer for commercial or other purposes other than testing,

the Deliverables shall be deemed to be accepted by the Customer.

8.2 Where assembly, installation, integration, erection or commissioning of the Deliverables is contracted:

(a) The Customer shall accept the Deliverables and the associated Services within 2 (two) weeks as of the date when ASDS declares that the Deliverables are ready for acceptance. In case the Customer rejects acceptance for non-compliance with the acceptance criteria, all failures and discrepancies identified during the acceptance process shall be immediately reported in writing by the Customer to ASDS.

(b) The Deliverables and the associated Services shall be deemed to be accepted by the Customer if

- (i) the Deliverables are put to use by the Customer for commercial or other purposes other than testing; or
- (ii) the Customer fails to accept the Deliverables within the 2 (two) weeks period without providing any written reasons or specific details of such rejection.

(c) Prior to FAT and delivery, the Parties shall agree on specific acceptance criteria and testing procedures for the Deliverables which shall serve as the basis for the acceptance.

8.3 The Customer shall not be entitled to withhold acceptance for

- (i) minor deviations or deficiencies which do not materially affect the functioning of the Deliverables; or
- (ii) defective installation or erection not carried out by ASDS and/or its subcontractors; or
- (iii) reasons that are not within the reasonable control of ASDS. In case of not passing an acceptance test, only the failed test cases will be repeated.

8.4 Any costs and expenses related to the inspection and/or acceptance of the Deliverables shall be borne by the Customer.

CLAUSE 9 - WARRANTY

9.1 ASDS warrants that it will perform the Services where required with reasonable care and skill and that the Deliverables shall correspond with their contractually agreed specification at the time of delivery and will be free from defects in material and workmanship under normal use and service for a period of 12 (twelve) months ("Warranty Period") from the date of delivery of the Deliverables in accordance with Clause 7.1 or any other delivery date as explicitly agreed between the Parties.

9.2 Any Deliverables being replaced or repaired under warranty shall not result in an extension of the Warranty Period.

9.3 Any warranty obligation of ASDS shall lapse in case:

- (a) of any defect in the Deliverables arising from any drawing, design or specification supplied by the Customer; or
- (b) of use of the Deliverables by the Customer before acceptance; or
- (c) of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow ASDS's instructions (whether oral or in writing), misuse or alteration or repair of the Deliverables without ASDS's approval or improper or inadequate maintenance by the Customer; or
- (d) of minor deviations from the drawings, design or specifications supplied by ASDS, insignificant deviations from the agreed quality or minor impairment of usability which do not materially affect the use of the Deliverables (which shall not be considered a defect); or
- (e) the Deliverables have been used in a manner or under a circumstance or for a purpose not reasonably to be inferred by ASDS or disclosed to ASDS prior to entering into the Contract; or
- (f) where the Deliverables consist of software: for non-reproducible software errors.

9.4 Except as expressly provided in this CLAUSE 9 - WARRANTY, ASDS does not assume any guarantee as to quality or durability unless expressly agreed in writing. Statutory rights in respect of defects shall remain subject to the limitations set out in this CLAUSE 9 - WARRANTY and CLAUSE 12 - LIABILITY.

9.5 In the event of a defect, ASDS shall be entitled, at its option, to remedy the defect by repair or replacement of the defective Deliverable or, in case of Services, by re-performing the affected Service. ASDS shall be afforded a reasonable period to remedy the defect.

9.6 If such remedy has finally failed or is unreasonable, the Customer may, subject to applicable law, reduce the price or withdraw from the Contract with respect to the defective Works. Claims for damages and reimbursement of expenses shall be governed exclusively by CLAUSE 12 - LIABILITY. Claims for defects shall become time-barred 12 (twelve) months after

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delivery or, where acceptance is required, after acceptance, unless mandatory law provides otherwise.

9.7 If not otherwise agreed between the Parties, the defective parts shall be returned by the Customer in suitable packaging to ASDS Carriage and Insurance Paid (CIP), agreed place, in accordance with Incoterms® 2020. The cost of reshipping to the Customer (ASDS Carriage and Insurance Paid (CIP), agreed place, in accordance with Incoterms® 2020) shall be borne by ASDS, except in cases as described in Clause 9.3 where the costs shall be borne by the Customer.

CLAUSE 10 - CUSTOMER FURNISHED ITEMS (CFI)

10.1 To fulfil its obligations under the Contract, ASDS and the Customer are required to closely cooperate. The Customer shall provide ASDS with all CFI in a timely manner and at no extra charge to ASDS.

10.2 The Customer must ensure that the required Authorisation is obtained prior to the delivery of CFI. In addition, the Customer must provide in writing to ASDS for each CFI all applicable export control classification(s) and the Authorisation number and a copy of the Authorisation, when applicable.

10.3 The Proposal or the ensuing Contract shall, if possible, contain a list detailing the CFI, its required specifications and delivery time. Notwithstanding the above and not limiting the general obligation as stated in Clause 10.1, the Customer shall provide ASDS in due time with such labour, information, facilities, documents, equipment and other material and auxiliary services which ASDS requires for the delivery/provision of the Works, in particular (i) such assistance or documents as may be required for obtaining all necessary export licenses (i.e. provision of end-user certificates) and customs clearance for the Works to be provided/delivered (if the latter is not under the responsibility of the Customer in accordance with the applicable Incoterm); (ii) assistance for ASDS's or its subcontractors personnel for obtaining visas, work and residential permits to the extent required for performing the Works; (iii) all necessary documentation/information of existing systems required to interface with the Works. Where in relation to the delivery/provision of the Works, works need to be performed by ASDS at a Customer site, the Customer shall at its own costs and expense take all necessary measures to prepare the site and ensure that the site is suitable and ready for the commencement of the Works, including provision of all utilities, such as energy, water, telecommunication services. All of-

ficial permits, licenses or authorizations that are required for the local use and/or installation of the Deliverables by the Customer as well as any necessary import authorizations into Customer territory are to be obtained by the Customer. ASDS shall, upon request, provide the Customer with all information reasonably required to obtain such official permits or authorizations. The Customer shall grant access to ASDS to all of its business premises during the normal business hours if needed to fulfil its obligations undertaken in the Contract.

10.4 In the event that the provision of CFI are either delayed, incomplete or in a condition not suitable for its intended use, ASDS shall not be liable for any non-performance of its contractual obligations that is caused by such CFI; in particular, for any delays in the contractually agreed delivery due dates. Consequently, (i) the obligation of ASDS to supply the Works by the contractually agreed delivery due dates shall be suspended until the Customer has properly delivered respective CFI, and (ii) the following delivery due dates shall be adjusted accordingly. The Customer shall reimburse ASDS for any damages, costs or expenses that ASDS incurred due to the provision of delayed, incomplete or unsuitable CFI.

10.5 If CFI is received by ASDS in a condition not suitable for its intended use, ASDS shall immediately notify the Customer. The Customer shall immediately after receipt of such notice replace, re-issue, authorize repair or otherwise issue instructions for the disposal of CFI found to be unsuitable.

10.6 A delay in the provision of CFI shall not prevent the acceptance of any Works under the Contract and any associated payments. After conformity verification by ASDS, the CFI shall be handed over to ASDS who shall then be responsible for handling such items with due care and custody. Ownership of the CFI shall remain with the Customer.

CLAUSE 11 - FORCE MAJEURE

11.1 ASDS shall not be liable to the Customer or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Works, if the delay or failure was due to force majeure. For the purposes of this Clause, force majeure shall mean any unforeseen event beyond the reasonable control of ASDS, such as, but not limited to, any act of God, hostilities between nations, war, riot, civil commotions, insurrection, blockades, embargoes, national emergency, earthquake, fire, flooding, or other exceptional weather conditions or natural disaster, acts of

terrorism, accidents, sabotages, strikes, shortages in material and supply.

11.2 Where there is a force majeure event, ASDS shall be entitled to an extension of the contractually agreed delivery dates by such further periods as may reasonably reflect the delay caused by such force majeure event.

11.3 Without prejudice to the other provisions of the General Terms, where the force majeure continues for more than 180 (one hundred and eighty) days, ASDS shall have the right to terminate the Contract. In such a case, ASDS shall be reimbursed by the Customer for Works already performed/delivered in accordance with the agreed Contract prices, cost of other materials or goods reasonably ordered, any other expenditure reasonably incurred in the expectation of completing the Works as well as the reasonable costs for removal of ASDS's equipment and demobilization of personnel.

CLAUSE 12 - LIABILITY

12.1 In cases of slight negligence, ASDS, its personnel and Affiliates shall only be liable for the breach of material contractual obligations. In such cases, liability shall be limited to the loss or damage which was reasonably foreseeable at the time the Contract was concluded and which is typical for a contract of this nature. In all other cases of slight negligence, liability shall be excluded.

12.2 ASDS, including its personnel and Affiliates, shall not be liable for any loss of profit (actual or anticipated), loss of use, loss of production, loss of contracts, loss of opportunities, loss of revenue, cost of capital, cost of replacement, loss of reputation, loss of information or data, loss from any third party contract, loss due to business interruption or any indirect, incidental, special or consequential losses or damage arising from or in connection with its performance or non-performance under the Contract and whether based upon contract, tort or any other legal theory.

12.3 The limitations and exclusions of liability pursuant to this CLAUSE 12 - LIABILITY shall not apply in cases of wilful misconduct or gross negligence, injury to life, body or health, fraudulent concealment of defects, liability under the German Product Liability Act, or liability arising from an expressly assumed guarantee, or to the extent liability cannot otherwise be limited or excluded under applicable law.

CLAUSE 13 - EXPORT CONTROLS

13.1 Each Party shall act in compliance with, including not divert from all applicable Sanctions and Export Control Laws. The Customer shall ensure that its supply chain and its third parties including, but not limited to, its customers, distributors, intermediaries, partners and end-users comply with Sanctions and Export Control Laws when dealing with Works of ASDS. It is the Customer's responsibility to obtain all required Authorisations for the export, re-export, transfer, or re-transfer of any Work of ASDS in compliance with Sanctions and Export Control Laws. In the event all or part of the Works is subject to import restrictions in the country of the Customer or end-user, the Customer shall be responsible for any relevant Authorisation required for ASDS to deliver all or part of the Works. Each Party agrees to provide to the other with any declarations or certifications required by Sanctions and Export Control Laws and all information and/or documents necessary to obtain and to comply with any required Authorisation (including providing without delay duly completed and signed end-user statements/certificates).

13.2 An act of Government or any public authority which has a consequence that the Works may not be supplied, e.g. non-issuance, restriction and/or revocation of export, import or other required licenses, permits, or authorizations, export or import regulations or embargoes, shall be deemed to be a condition subsequent to the Contract and ASDS shall not be liable in this regard to the Customer or deemed to be in breach of Contract. Where there is such an act, ASDS shall be entitled to a reasonable extension of the contractually agreed delivery dates. Without prejudice to the other provisions of the General Terms, where such an act continues for more than 180 (one hundred eighty) Days, ASDS shall have the right to terminate the Contract. In such a case, ASDS shall be reimbursed by the Customer for Works already performed/delivered in accordance with the agreed Contract prices, cost of other materials or goods reasonably ordered, any other expenditure reasonably incurred in the expectation of completing the Works as well as the reasonable costs for removal of ASDS's equipment and demobilization of personnel.

13.3 The Customer agrees not to export or re-export, as the case may be, any Works (including any hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision and including any kind of technical support) to any other country without obtaining the necessary licenses and permits that may be required

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under any applicable legislation. ASDS shall be entitled to terminate the Contract if the Customer is in violation of applicable rules and regulations.

13.4 Each Party represents to the other that it is not a Sanctioned Person nor acting at the direction or on behalf of a Sanctioned Person. If, at any time during the contractual relationship,

- (i) a Party becomes a Sanctioned Person or
- (ii) the performance of a Party's obligations under this Contract would constitute a breach of Sanctions and Export Control Laws (each a "Sanctions Event"),

then any Party shall promptly notify the other Party and the Parties shall, to the extent permitted by applicable Sanctions and Export Control Laws, consult with each other with a view to mitigating the effects of such Sanctions Event. The Party that has not become a Sanctioned Person as per (i) above or, the Party whose performance under this Contract would constitute a breach of Sanctions and Export Control laws as per (ii) above, shall have the right to suspend the performance of its obligations under this Contract, at any time and without liability towards the other Party, following the occurrence of a Sanctions Event. If performance of the obligations of the Parties cannot be lawfully resumed after the occurrence of a Sanctions Event, then either Party may terminate upon written notice to the other Party this Contract at any time with immediate effect and without any liability for the non-Sanctioned Person towards the Sanctioned Person.

13.5 The Customer shall use the Works exclusively for the scope of the Contract and will not directly or indirectly sell, resell, import, (re-)export, (sub)lease, (re-)transfer, operate or use the Works to or in

- (a) any territory or country subject to Sanctions and Export Control Laws and/or
- (b) for the use or benefit of a Sanctioned Person, in each case, in violation of Sanctions and Export Control Laws.

13.6 The Customer undertakes to conduct appropriate due diligence to ensure that the use, sale, re-sale, export, re-export or otherwise transfer or re-transfer of Works and other transactions carried out in relation to or because of transactions involving ASDS are consistent with this **CLAUSE 13 - EXPORT CONTROLS**. The Customer shall provide any document or information requested by ASDS to perform its due diligence on sanctions and export control matters as

well as inform ASDS of any potential breach by the Customer of this **CLAUSE 13 - EXPORT CONTROLS**. The Customer shall immediately inform ASDS in writing in case of change of end-user, end-use, ownership and control. The Customer shall allow ASDS to exercise audit rights at the Customer's premises to assess compliance by the Customer of its obligations under this **CLAUSE 13 - EXPORT CONTROLS**.

13.7 Without prejudice and in addition to Clauses 13.1-13.6 above, the Customer shall not sell, supply, export or re-export, directly or indirectly, to Russia/Belarus or for use in Russia/Belarus any Works that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 (Russia) and/or Article 8g of Council Regulation (EC) No 765/2006 (Belarus), nor sell, transfer, license or sublicense any intellectual property rights or trade secrets vested in, or related to, such Deliverables and/or Services supplied thereunder or in connection therewith, or use them in connection with common high priority items as listed in Annex XL to Council Regulation (EU) No 833/2014 that are intended for sale, supply, transfer or export, directly or indirectly, to Russia or for use in Russia. The Customer shall set up a mechanism to ensure that any third party complies with such prohibition. The Customer shall immediately inform ASDS about any problems in applying this clause and possible non-compliance with the above paragraphs. Any violation of this article shall constitute a material breach of the Contract, and ASDS shall be entitled to (i) suspend and/or terminate, without any liability, the Contract with immediate effect and (ii) any remedies at law or otherwise such as any indemnification for losses arising out of or in connection with the violation.

CLAUSE 14 - COMPLIANCE

14.1 The Parties, their executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the Contract shall comply with all governmental statutes, laws, rules and regulations, including but not limited to all applicable anti-money laundering, counter-terrorist financing, export control and economic sanctions laws and regulations and any Applicable International Anti-Corruption Laws (collectively referred as "Laws and Regulations").

14.2 The Customer undertakes to provide truthful, accurate and complete information to ASDS such as may be required by ASDS from time to time to comply with its obligations pursuant to the Laws and Regulations, including but not limited to information on the

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Customer's corporate structure and shareholding, or source of financing of the Contract.

14.3 ASDS's obligations will only begin once ASDS has received from the Customer all required information and performed all necessary verifications.

14.4 During Contract execution,

- (i) failure by the Customer to comply with the Laws and Regulations and/or
- (ii) performance of either Party's obligations under the Contract would constitute breach of the Laws and Regulations and/or
- (iii) failure by the Customer to timely provide all necessary information and/or cooperate with ASDS, shall entitle ASDS to terminate the Contract forthwith without any prior notice and liability whatsoever.

CLAUSE 15 - HUMAN RIGHTS

The Parties hereby undertake to act at all times in accordance with national and international human rights regulations applicable in their respective countries. In this regard, and in any case, the Arms Trade Treaty and the Geneva Conventions of 1949 shall constitute the Parties' baseline for human rights ethical behaviour.

CLAUSE 16 - CONFIDENTIALITY

16.1 Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential and shall not disclose it to third parties or use it for any other purposes than those set out in the Proposal or the ensuing Contract, without the prior written permission of the disclosing Party. Each Party will use the confidential information at its own risk.

16.2 The foregoing confidentiality obligations shall not apply to confidential information which:

- (i) is, or subsequently becomes, legally and publicly available without any breach by it of this Contract; or
- (ii) was rightfully in possession of, or known to, the receiving Party, which can be demonstrated by the receiving Party's internal documents; or
- (iii) is rightfully obtained by the receiving Party from a third party, without any obligation of confidentiality; or
- (iv) is independently developed by the receiving Party without access to or use of the confidential information; or

(v) is disclosed by the receiving Party with the prior written approval of the disclosing Party; or
(vi) is required to be disclosed pursuant to applicable law or the decision of a competent court or government agency, whereupon the receiving Party shall promptly inform the disclosing Party of this requirement in any case before any confidential information is disclosed, so that a protective order or other appropriate remedy may be sought. If the receiving Party is obliged to make a disclosure it shall only make a disclosure to the extent to which it is so obliged but not further or otherwise.

16.3 Each Party may disclose confidential information to its Affiliates engaged in the performance of the Contract but only to the extent that such Affiliate has a need to know for carrying out the Contract.

16.4 Each Party shall limit disclosure of confidential information to individuals within its own organization, including its Affiliates, to external counsels, service providers or to advisors on a "need to know" basis only and provided that such recipient has taken any necessary measures to ensure compliance with the undertakings of this Contract. Disclosure to external service providers shall be limited to the extent necessary to enable them to provide their services. The receiving Party shall in no event use a lower degree of care in safeguarding the disclosing Party's Information than it uses for its own information of like sensitivity and importance and in any case not less than reasonable care.

16.5 The obligations set forth in this CLAUSE 16 - CONFIDENTIALITY shall bind the Parties for an indefinite period from the date of disclosure of confidential information and such obligations shall survive the termination or expiration of the Proposal or the ensuing Contract.

CLAUSE 17 - INTELLECTUAL PROPERTY RIGHTS

17.1 Except for Intellectual Property Rights owned by the Customer or any third party prior to the Contract or contained in Customer-Furnished Items, specifications, documents or other materials provided by the Customer, all rights, titles and interests in and to Intellectual Property Rights created by ASDS or its sub-contractors in the performance of the Works shall vest in and remain the sole and exclusive property of ASDS or its third-party licensors, unless expressly

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agreed otherwise in the Contract. Any pre-existing Intellectual Property Rights of either Party shall remain the property of that Party.

17.2 ASDS shall grant the Customer a limited, non-exclusive, royalty-free right to use such Intellectual Property Rights as stipulated in Clause 17.1 to the extent required for the purpose of the Contract. Such right may also be exercised by the Customer's Affiliates, end-users and service providers solely to the extent necessary for the contractual use of the Works. Any transfer, sublicensing or commercial exploitation beyond the purpose of the Contract shall require ASDS's prior written consent. Unauthorized copying shall be strictly prohibited; however, subject to permission, reasonable back-up copies of each user-loadable program and any related update or revision to replace an authorised existing copy may be made. Any other copying, translation, modification, adaptation, decompilation, disassembly or reverse engineering of any Works shall be prohibited, unless otherwise required by mandatory law. For COTS ("Commercial-Off-the-Shelf") supplies, the licensing conditions of the COTS producers shall prevail.

17.3 Subject to the conditions and limitations set forth below, ASDS undertakes to indemnify the Customer for any costs, losses or damages finally awarded by a competent court or arbitral tribunal in the applicable jurisdiction or by ASDS approved settlement amounts arising from the infringement of Intellectual Property Rights of third parties by the Works, provided that in case of any claim of infringement, the Customer shall immediately notify ASDS in writing and afford ASDS every possibility to, at ASDS's option (and at no cost to the Customer), modify the Works so as to make it non-infringing, to obtain a license from the owner of the right that is alleged to be infringed by Works and/or to defend itself against the claim of infringement. If none of the above is commercially reasonable, then ASDS shall have the right to pay back the amounts paid by the Customer for the infringement.

17.4 The obligation for indemnification as stipulated in Clause 17.3 shall not apply in cases where (and to the extent that) the claim for infringement is based on any unauthorized modification of the Works, combination of the Works with other equipment (whether hardware or software) not supplied by ASDS, use of the Works for purposes other than that they were designed for or in conjunction with other equipment not supplied by ASDS or if the infringement results from compliance by ASDS with any part of the specification that is a mandatory requirement of the Customer and

which is not commercially and/or technically reasonably capable of being complied with without infringement of the IPR on which the third party has based its claim. The same exception as stated in the preceding sentence shall apply in cases where the infringement claim is asserted by an Affiliate of the Customer.

17.5 To the extent that a third party makes a claim of infringement against ASDS based on the exceptions specified in the foregoing Clause 17.4 above, the Customer shall indemnify ASDS in respect of any costs, losses or damages arising out of such action, subject to the same conditions (mutatis mutandis) as specified in subparagraph 17.3 above.

17.6 In the event that software that is included in the Works contains third party components which ASDS has licensed under generally used "open source" license terms, the terms of the Contract shall apply to those components to the extent that they do not conflict with the "open source" license terms. If necessary, the Customer agrees to sign a license agreement with the licensor of such software.

17.7 ASDS's total liability for infringement of any and all Intellectual property Rights in the Works shall be limited in accordance with the provisions of CLAUSE 12 - LIABILITY above.

CLAUSE 18 - ENVIRONMENT, HEALTH AND SAFETY

The Customer assumes responsibility and cost for the health and safety of the Works operations at its premises, including maintenance of equipment and sites, and for the proper removal, control, collection, recycling, and disposal according to sound environmental principles and applicable laws. This shall be without prejudice to any mandatory health, safety or environmental obligations applicable to ASDS and its personnel.

CLAUSE 19 - TERMINATION IN CASE OF DEFAULT

In the event that a Party is in default of a material obligation under the Contract (apart from delay in delivery) and fails to remedy (or, as applicable, to take sufficient action to remedy) such default within a reasonable time fixed by the non-defaulting Party (which period shall not be less than 60 Days) in a written notice drawing the attention of the defaulting Party to the default and requiring the same to be remedied, then the non-defaulting Party shall have the right to terminate the respective Contract within 60 (sixty) Days of the expiry of the period stipulated, provided that the period during which the defaulting Party shall have

the right to cure such a default shall be extended as long as the defaulting Party is diligently and promptly taking actions to cure such a default. In the event of bankruptcy, receivership or comparable procedure under applicable law of a Party hereto or in case the default is not capable of being remedied, then the non-defaulting Party may terminate the Contract forthwith. Termination shall apply to such part of the Contract which remains unperformed, unless it would be manifestly unreasonable to require the terminating Party to retain the part performed by the defaulting Party.

CLAUSE 20 - APPLICABLE LAW AND DISPUTE RESOLUTION

20.1 The Contract including this dispute resolution clause shall be governed by and construed in accordance with the laws of Germany with the exception of its conflict of law provisions. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (the "CISG").

20.2 Any dispute out of or in connection with the Contract (including its existence, validity, interpretation, performance, breach or termination) that the Parties cannot settle amicably within 30 (thirty) Days from the date of written notice of the dispute from either of them to the other shall be exclusively referred to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one (1) arbitrator appointed in accordance with the Rules.

20.3 All proceedings shall be conducted in the German language. The place of the arbitration shall be Syke, Germany, or such other location as the Parties may mutually agree. The award of the arbitral tribunal shall be final and binding on both Parties and both Parties waive the right to any appeal under any system of law, to the fullest extent possible. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. Notwithstanding the foregoing, either Party may seek and obtain provisional, injunctive and/or conservatory relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

20.4 The existence and content of the arbitral proceedings and any ruling or award shall be kept confidential except:

- (i) to the extent that disclosure may be required of a Party to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority; or
- (ii) with the written consent of all Parties.

20.5 Unless the Contract is terminated in accordance with its terms, the Parties shall continue to perform their obligations under the Contract notwithstanding the existence of a dispute and/or the commencement of proceedings in accordance with this clause.

CLAUSE 21 - MISCELLANEOUS

21.1 Any notice to be served by either Party upon the other shall be deemed to have been duly given

- (i) 2 (two) Days after being sent by pre-paid first-class post to the intended recipient's last known address, or
- (ii) 1 (one) Day after being sent by telefax to its last known telefax number or by email to its last known email address.

21.2 If any provision in these terms shall be found or held to be void, the validity of the remaining provisions shall not be affected thereby. The replacing provision and any other required modification shall be subject to new negotiations between the Parties.

21.3 Neither Party shall assign or transfer to any third party, without the prior written consent of the other Party the Contract or any part thereof. Notwithstanding the foregoing, ASDS shall be entitled to transfer or assign this Contract in whole or in part to any of its Affiliates without the prior written consent of the Customer or assign its receivables to a third party by notifying the Customer of the assignment in writing.

21.4 The relationship between ASDS and the Customer during the term hereof shall be solely that of vendor and vendee; the Customer, its agents, employees, representatives or affiliates shall under no circumstances be deemed agents or representatives of ASDS, and the Customer and said agents, employees, representatives or affiliates shall have no right to enter into any contracts or commitments in the name of or on behalf of ASDS or to bind ASDS in any respect whatsoever.

21.5 No waiver by ASDS of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other pro-

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visions. If ASDS delays or fails to enforce its rights under the Contract, it shall not affect its right to do so at a later stage.

21.6 The Proposal and all documents related thereto have been made in the English or German language. All technical documentation or manuals that may, if explicitly ordered, be part of the Works shall be in the English or German language. In case of translation into any other language, the English version shall prevail.

21.7 The Contract is the entire agreement between the Parties and may not be changed unless mutually agreed by the Parties in writing. The Contract shall supersede any other express or implied, written or oral terms, arrangements, customs or practices.

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