

### 1. Scope and definitions

- 1.1 These General Purchasing Conditions ("GPC") shall apply to all legal transactions involving the supply of goods and the provision of services between RO-RA Aviation Systems GmbH ("RO-RA") and the supplier or provider of the service (the "SUPPLIER").
- 1.2 Conflicting, divergent or additional contractual terms, especially terms and conditions used by the SUPPLIER shall not be accepted under any circumstances and shall not become an integral part of the contract even if RO-RA is familiar with them.
- 1.3 Any amendments or deviations from these GPC shall be valid only if they have been explicitly agreed in writing. This shall apply to any waiver of the written form requirement.

### 2. Conclusion of contract

- 2.1 Any proposals made by RO-RA on the conclusion of a legal transaction shall represent a binding order from RO-RA only if they have been made in writing and exactly describe the goods or services. However, even in such cases, RO-RA shall be entitled to cancel an order until the SUPPLIER has expressed its acceptance.
- 2.2 The SUPPLIER shall examine any information contained in an order issued by RO-RA, especially the technical specifications and conditions, other descriptions, specifications and data with respect to their technical feasibility and appropriateness, and warn RO-RA immediately, in particular if they are incorrect, incomplete, unspecific, not objectively feasible, or inconsistent with the justified expectations of RO-RA to successfully provide the supply or service in accordance with the applicable contract.
- 2.3 The SUPPLIER shall be bound by its offers for at least 60 days after receipt of such offer by RO-RA. The acceptance of the SUPPLIER's offer by RO-RA must be in written form.
- 2.4 The acceptance of RO-RA's orders by the SUPPLIER may not only occur expressly and implied, but in case of an existing business relationship between RO-RA and the SUPPLIER also tacitly after the lapse of 10 days (or the agreed period) of not reacting to RO-RA's offer.
- 2.5 If the SUPPLIER's order acceptance includes amendments to or deviations from RO-RA's order, such amendments or deviations shall not be accepted unless the SUPPLIER has explicitly pointed out such amendments or deviations. The acceptance of such deviations by RO-RA must be issued in writing. The acceptance of a delivery by RO-RA shall not constitute a binding acceptance hereunder.
- 2.6 If RO-RA's acceptance (confirmation) deviates from the SUPPLIER's offer, such deviation shall be deemed approved unless the SUPPLIER has objected within 14 days of receipt.
- 2.7 Until the SUPPLIER has completely performed its obligations, RO-RA shall be entitled to require changes, including changes of goods or services, provided that SUPPLIER can reasonably be expected to comply with such change and the consequences in terms of delivery and expenses are taken into account adequately.
- 2.8 For all order confirmations, delivery notes and invoices, the declaration of our purchase order number, our identification number, the customs tariff number of the country of origin of the goods, and the declaration of the class of goods is required.

### 3. Prices, invoicing, payment terms

- 3.1 All prices indicated in orders shall be fixed prices (including all costs, duties, taxes and charges) and hence, cannot be changed until complete fulfillment of the delivery according to the order. The correctness of any quotations issued by SUPPLIER shall be deemed guaranteed. The costs associated with preparation, formulation and submission of any offer shall be borne by the SUPPLIER in any event.
- 3.2 All prices are deemed to be delivered duty paid (Incoterms 2020) RO-RA's facility, and shall include the costs of packaging, loading, transport and insurance as well as customs and import and export levies. At the choice of RO-RA, payment shall be due within 30 days after receipt of invoice at a discount of 3% or within 60 days after receipt of invoice at a discount of 2% or after 90 days net. In any event, payment shall be deemed to have been made on the day of debit on RO-RA's account. Settlement of invoices by offsetting shall constitute payment. Costs and fees for cashless payment shall be borne by the SUPPLIER, except for those of the remitter's bank. Payment shall be at RO-RA's option by bank transfer, cheque, three-month promissory note or customer bill of exchange. Any assignments shall require RO-RA's prior written approval.
- 3.3 Invoices shall be issued in a single copy to the main registered office of RO-RA and shall comply with the applicable public law requirements. The invoices shall include all order and delivery data, the VAT number, and if required the ARA licence number. If ancillary services (such as assembly) are performed and paid for in addition to delivery, or if the price also includes transportation costs, these costs shall be shown separately on the invoice. If ancillary services require separate confirmation (timesheets, confirmation of work etc.) the confirmation shall be attached to the invoice.
- 3.4 Regardless of the start of the statute of limitations, invoices shall become due, when the ordered goods or the services have been accepted completely and free from defects and a proper invoice, including all required documents, especially those in section 4., has been transmitted; this shall also apply, when partial deliveries have been accepted. Likewise, the discount period shall not start before complete delivery and proper invoicing. In the event the goods or the services are not compliant with the contract, the entire invoice shall not become due before the violation of the contract has been fully cured.
- 3.5 RO-RA shall be entitled to settle its payment obligations by offsetting its own claims or claims of affiliated companies (in which RO-RA holds a participation of at least 50 %) against the SUPPLIER. RO-RA is further entitled to issue so called "self billing invoices" for claims against the SUPPLIER and is also entitled to exploit its set off right by deducting such self billing invoices from unpaid invoices.
- 3.6 Payment of open invoices shall not be deemed to be an acceptance of the delivery. Regardless of any such payment, all rights granted to RO-RA hereunder, especially those set forth in section 4., shall remain in full force and effect.

### 4. Delivery

- 4.1 Deliveries shall be "delivered duty paid" (Incoterms 2020) RO-RA's facility. Delivery times and dates shall be binding on the SUPPLIER. Deliveries shall be made in time at the destination explicitly agreed between the Parties or as specified in these GPC. Partial deliveries shall be subject to RO-RA's explicit approval. Additional costs for expedite transport as required to meet the scheduled delivery time or date shall be borne

exclusively by the SUPPLIER. The rights and duties of the parties with regard to delivery (shipping), transfer and the passing of risks shall be pursuant to Incoterms 2020.

- 4.2 As supporting documentation, all deliveries shall be accompanied by a delivery note stating the exact item(s) delivered, all order data, the gross and net weight, and - where applicable - information on compliance with export control regulations (such as the Export Control Commodity Number). Furthermore, documentation for preferential treatment, such as a movement certificate and a certificate of origin, shall be attached. Regardless of the agreed delivery term in accordance with the Incoterms 2020, for any deliveries from outside the EU the SUPPLIER shall be responsible for export customs clearance and shall attach a customs invoice to the transport documentation. In case of deliveries within the EU, the delivery documents shall include all data required by RO-RA to create the labour market statistics. If RO-RA re-exports the goods, the SUPPLIER shall reasonably assist RO-RA with the import customs clearance in the third country. Should the supporting documentation as specified herein be missing or incomplete, RO-RA shall be entitled to refuse the acceptance of such delivery.

Due to export control regulations, the supplier must notify if the delivered goods (hardware, software, technology) are subject to national, European and/or American legal restrictions (EG Dual Use VO, Export Administration Regulations EAR).

- 4.3 If the order or the applicable material specifications require additional compliance declarations/reports (e.g. test reports, material certificates, qualification reports, test samples), these must be carried out and provided by the supplier. The supplier must deliver all required compliance declarations together with the appropriate delivery documents. These must be visible and easily locatable with the goods.
- 4.4 If not otherwise stated in the material specifications, the delivery of goods with a limited shelf life must have a minimum shelf life of 80% of the total life span. Exceptions to these requirements must be agreed upon with RO-RA. Delivery must consist of only one manufacturing batch.
- 4.5 Should RO-RA specify the packaging, shipment, mode of transport or carrier, these specifications shall be complied with. Packaging shall be selected to ensure safe transport; unless specifically agreed otherwise, the Standards of ATA Specification Nr. 300 (Packaging of Airline Supplies) shall apply accordingly.
- 4.6 Should third parties be involved (carrier, delivery subcontractor, branches etc.), the SUPPLIER shall ensure compliance with the shipping conditions specified by RO-RA. Delivery notes shall either be attached in duplicate to the bill of lading upon shipment to the receiving RO-RA facility (except for bulk goods), case of air cargo or mail be attached to the shipment or in the case of dispatch shall be handed over to the forwarding agent clearly marked "For the attention of the recipient".

The supplier is required to use the following shipping companies for deliveries ex-works:

- Packages up to 30kg: UPS
- Packages over 30kg or pallets after consultation with the relevant contact person at RO-RA

The assignment of a different shipping company is only permitted after written consent from RO-RA.

- 4.7 The complete order number shall be clearly and visibly indicated on any bill of lading, shipping documents for the recipient and on the packages themselves (stamp or adhesive label).
- 4.8 All shipping documents, invoices etc. shall indicate the total weight (gross, net weight) or at least an estimated weight, together with the article numbers. Should the order contain an order item number, this number shall be indicated on each document and shipping paper.
- 4.9 The following delivery documents are required by RO-RA for each class of goods, if stated in the respective order item:

Commodity Class 1: Outsourced Parts

- Inspection Certificate according to EN 10204-3.1 (Test dimensions as per design) or CoC
- Material Certificate from the original manufacturer (Mill Source)
- CoC of the surface coating (if applicable)

Commodity Class 2: Standard Parts

- Inspection Certificate according to EN 10204-2.1 or CoC

Commodity Class 3: Raw Materials Metal or Plastic

- Material Certificate EN 10204-3.1 from the original manufacturer (Mill-Source)

Commodity Class 4: Chemicals with limited shelf life

- Certificate of Conformity according to EN 10204-2.1 or CoC

Commodity Class 5: Surface Treatments

- Certificate of Conformity according to EN 10204-2.1 or CoC; in case of "FO" order certificate EN 10204-3.1 incl. material certificate and in case of Rolls-Royce parts complete Data Cards for all processes have to be enclosed

Commodity Class 6: All other outsourced parts or services

- Delivery note

- 4.10 For cross-border shipments from non-EU member states, two invoices shall be included in the shipping documents as customs documents and movement certificates or certificates of origin, or submitted via expedite shipment and clearly marked "for customs purposes" to the receiving facility in due time so that they are available upon receipt of the goods. For shipments from EU member states the shipping documents shall include a "preliminary supplier's declaration".
- 4.11 The costs of transport insurance shall be borne by RO-RA only upon prior written approval. Any ancillary costs arising out of or in connection with the order which are neither covered by the agreement nor the applicable Incoterms shall be borne by the SUPPLIER.
- 4.12 In addition, reference is made to the shipping conditions as agreed specifically depending on the respective transaction and/or regulations or requirements by the customs authorities. Any risks arising out of the provisions on documentation as well as any damages and costs shall be borne by the SUPPLIER and/or the due date of any invoices shall be deferred accordingly until fulfillment of or presentation of the missing documentation. Title in any loading material and packaging shall generally pass to RO-RA; any returns shall be at the risk and cost of the SUPPLIER. Should the contract

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## of RO-RA Aviation Systems GmbH



specify that the SUPPLIER shall be reimbursed for the costs of packaging, such reimbursement shall be at cost only.

- 4.13 Transfer of risk from the SUPPLIER to RO-RA shall be in accordance with the Incoterm clause as agreed between the parties. However, should a formal acceptance be required, the transfer of risk shall not occur before formal acceptance.
- 4.14 The SUPPLIER shall be obliged as part of quality assurance to inspect the goods for conformity with the contractual obligations, product safety and environmental sustainability. Upon delivery RO-RA will only check the goods with regard to their identity, delivery quantity and any transportation damage clearly visible on the packaging from the outside.
- 4.15 RO-RA shall not be obliged to accept deliveries or partial deliveries prior to their scheduled due date. In the event of (partial) deliveries prior to the scheduled due date without RO-RA's approval, RO-RA in its sole discretion shall be entitled to return the deliveries at the SUPPLIER's cost and risk or to charge adequate storage costs. In the event of a SUPPLIER default, SUPPLIER shall reimburse any damages (including liquidated damages) and additional costs to RO-RA. The SUPPLIER shall be in default if he fails to make a (partial) delivery properly, at the agreed place of destination, within the agreed or specified delivery period or on the agreed or specified delivery date. Should there be any risk that the scheduled delivery date might not be met, the SUPPLIER must immediately notify RO-RA. The assessment as to whether SUPPLIER has delivered properly shall be based on the time of risk transfer; however, if a formal acceptance is required, the assessment shall be based on the time of such formal acceptance. In the event of a default, without prejudice to further claims for damages RO-RA shall be entitled to demand liquidated damages regardless of negligence or fault in the amount of 1% of the price for each calendar day, whereby the total amount of liquidated damages shall be limited to 30% for each instance of default.
- 4.16 RO-RA shall be entitled to refuse the acceptance of a deficient performance/delivery and to reject it, irrespective of the severity of the defect. In such case the SUPPLIER shall be in default (see section 4.12). In so far as the SUPPLIER has to provide material tests, audit records, quality documents or other documents, the receipt of these documents is a prerequisite for the completeness of the delivery.
- 4.17 If the SUPPLIER is in default, without prejudice to additional claims, such as claims for performance or damages etc., RO-RA shall be entitled to withdraw from the entire contract after the lapse of an appropriate cure period. In such case any costs incurred as well as any potential consequential costs shall be borne by the SUPPLIER. Furthermore, RO-RA shall be entitled to appoint a third party with the performance of the obligations, whereas SUPPLIER shall have to bear any additional costs incurred. Compliance with the scheduled delivery date shall be assessed based on the time of acceptance at the place of delivery.
- 4.18 Place of delivery for deliveries and/or services is the registered office of RO-RA.

### 5. Suspension, acceleration and cancellation of a delivery

- 5.1 RO-RA shall have the right to demand a suspension of further deliveries or accelerated deliveries at any time. In the event of a suspension as well as an acceleration of a delivery the SUPPLIER shall notify RO-RA of the resulting consequences in detail, especially with regard to implications on costs and deadlines. Should RO-RA demand a suspension of deliveries for a period of less than three months or an acceleration of deliveries for less than 10 days, the SUPPLIER shall have no claims for compensation of additional expenses.
- 5.2 RO-RA shall be entitled to cancel deliveries without any cause until delivery has been completed. In such case RO-RA shall reimburse the SUPPLIER for any unavoidable expenses incurred until then. Any claims for lost profits shall be explicitly excluded.

### 6. Cancellation of contract

- 6.1 RO-RA may withdraw from the entire or yet unperformed part of the contract with the Supplier for the following material causes:
- a) Because of an intended application for corporate reorganization under the Corporate Reorganization Act and/or in the event the Supplier's equity ratio (*Eigenmittelquote*) is below eight percent (8 %) and its debt-repayment period (*Schuldentilgungsdauer*) is more than fifteen (15) years (hereinafter referred to as the "**Parameters**"), whereas the SUPPLIER has to inform RO-RA immediately and prior to filing an application about its intention to apply for corporate reorganization and/or about meeting the aforementioned Parameters.
- b) In the event of a dismissal of a filing for insolvency by court.
- c) In any other event of a cessation of payments by the SUPPLIER.
- d) In the event of any violation of administrative regulations or laws by the SUPPLIER.
- e) In the event specified in section 4.14 above.
- f) In the event of a loss of any relevant licenses / authorizations by the SUPPLIER.

### 7. Warranty, quality assurance

- 7.1 The SUPPLIER guarantees that the goods or services are fully compliant with the contract and free from rights or claims of third parties. Subcontracting of orders to third parties fully or partially shall require RO-RA's prior written approval. The SUPPLIER waives all existing obligations that exist under applicable law with regard to inspection and complaint.
- 7.2 The revisions of the valid technical documents (drawings, 3D models, technical data), valid from the commencement of production (in relation to this PO), shall be applied if not otherwise stated in the valid PO-Position. The supplier is obligated to check and verify all technical documents for applicable specifications. All required specifications can be requested from the Purchasing Department at RO-RA. Deviations to drawings, specifications or other contractual terms are only permitted after an official RO-RA order confirmation. If requested in the technical data and/or specifications, special processes must be processed by approved subcontractors of RO-RA and/or RO-RA's end customer.
- 7.3 The warranty period shall be 36 months starting from the time of delivery of the goods to RO-RA, or if a formal acceptance is required, starting from the time of such formal acceptance. Should deliveries - modified or unmodified - be made to customers of RO-RA with the SUPPLIER's knowledge, the warranty period shall begin with the acceptance by RO-RA's customer. In the event of latent defects the warranty period

shall start upon detectability of such defects with adequate means. In the event a defect should be corrected by way or repair or exchange, the warranty period shall begin again upon completion of such repair or exchange.

- 7.4 In the event a defect becomes apparent within 12 months of the start of the warranty period, it shall be assumed that the defect already existed at such time unless proven otherwise.
- 7.5 Should it be possible to correct a defect, it shall be in RO-RA's sole discretion to decide whether the correction shall occur by way of exchange or repair. RO-RA shall not be obliged to give the SUPPLIER any opportunity to restate in kind. Any expenses incurred for the purpose of correcting the defect, including any transport, travel, labor and material costs as well as costs of identifying the cause of the defect and of correcting the defect shall be borne by the SUPPLIER. The SUPPLIER shall correct the defect at the place of delivery; this shall apply even if delivery is made directly to RO-RA's customer in accordance with the contract. In the event the SUPPLIER does not correct the defect within one day or a longer period as agreed in writing, RO-RA shall be entitled to correct the defect or to appoint a third party to do so. The SUPPLIER shall bear any costs associated therewith as well as any damages (including liquidated damages) caused by its failure to correct the defect in accordance with the contract.
- 7.6 In the case of an authorized complaint, RO-RA has the right to charge a fee of min. EUR 150.-. This amount covers internal costs. RO-RA doesn't relinquish other contractual rights or claims with this fee.
- 7.7 RO-RA is entitled to withhold ten percent of the invoice amount as a financial retention to secure its warranty claims for the duration of the warranty period. The SUPPLIER is entitled to replace this amount by way of presenting an abstract bank guarantee. The issuing of a bank guarantee shall also be permitted in one document for several projects.
- 7.9 The SUPPLIER shall establish a quality assurance system in accordance with ISO 9001/EN 9100 as well as the quality assurance requirements of RO-RA. The purpose of establishing and maintaining such a quality assurance system shall be to ensure the agreed quality of the goods or services and the product safety, compliance with statutory provisions for the protection of employees, third parties and the environment, and to warrant that any defect can be traced in retrospect. Should the SUPPLIER receive deliveries from third parties, he shall ensure the quality of such prior deliveries either by way of own resources, in particular by way of a fully equivalent quality assurance system implemented by the subcontractor, or by contractually integrating the subcontractor in its quality assurance system. The supplier is obligated to provide their subcontractor with these specifications and ensure that these are adhered to.
- RO-RA shall be entitled to review the establishment and maintenance of the quality assurance system; this right includes the authority to regularly audit the SUPPLIER. Records on manufacturing and manufacturing controls shall be kept for 11 years from the date of the last delivery and provided to RO-RA upon request.
- 7.10 The SUPPLIER shall notify RO-RA in a timely manner of any changes regarding significant subcontractors, materials, production processes or production facilities as well as changes regarding conformity testing. Such changes shall require RO-RA's prior approval if compatibility of form or function of the goods or their individual components is no longer ensured for RO-RA or its customers, if their usability is impaired, if the agreed or such characteristics are no longer safeguarded which are necessary for the envisaged or normal use or if as a result the goods are no longer backwards compatible.
- 7.11 If the subject of delivery is a machine, the SUPPLIER shall ensure supply to RO-RA of spare or replacement parts for a period of at least 20 years after completing delivery or service. The delivery of spare or replacement parts shall not exceed the series price.
- 7.12 The SUPPLIER shall be responsible for collecting and dealing with electronic and waste electronic equipment, regardless of whether RO-RA is the end user or not. In doing so, the SUPPLIER also fulfills the obligation of the manufacturer. Similarly, the SUPPLIER shall be responsible for complying with the disposal obligations foreseen under the applicable Waste Management Acts issued by the Republic of Austria or any of its federal states. In the event RO-RA carries out this duty on behalf of the SUPPLIER, regardless of whether or not RO-RA is subject to a legal obligation to do so, the SUPPLIER shall reimburse RO-RA for any expenses incurred.
- 7.12 Notwithstanding the above, RO-RA shall have any warranty claims it may have at law.

### 8. Liability, withholding rights

- 8.1 The liability of RO-RA for economic losses, as well as the liability of third parties appointed by RO-RA, shall be excluded for slight negligence in any case.
- 8.2 Several SUPPLIERS shall be liable jointly and severally to RO-RA.
- 8.3 The SUPPLIER shall indemnify and hold RO-RA harmless against any claims of contractual partners of RO-RA as well as claims of any third parties, provided that the SUPPLIER is liable to RO-RA or RO-RA has recourse claims against the SUPPLIER.
- 8.4 In the event the SUPPLIER violates a statutory duty to implement safety precautions through the construction, production or presentation of the goods or by way of lacking control measures (in particular as a result of failure to observe or violation of quality assurance obligations), the SUPPLIER shall be liable to RO-RA for any damages caused. In the event the SUPPLIER recognizes or should have recognized with due diligence that the goods or services or the resulting RO-RA end product is or could be defective, resulting in imminent threats to life, health, property or the environment, the SUPPLIER shall be obliged to recall the goods or services. Any resulting expenses shall be borne by the SUPPLIER provided that he caused the need for such recall. Any measures taken by RO-RA in the course of such product recall shall constitute expenses as set forth in the preceding provisions.
- 8.5 The right of retention and the right to withhold services of the SUPPLIER shall be excluded, in so far as legally permitted. Any disagreements (especially regarding payment claims or warranty claims) do not entitle the SUPPLIER to cease performance or withhold deliveries.
- 8.6 Any claims of the SUPPLIER must be asserted in court within one year after the due date, otherwise these claims shall be deemed to be excluded.

### 9. Intellectual property rights and other documents

In addition to entering into a separate confidentiality agreement in individual cases, the following shall be agreed:

- 9.1 The documents provided by RO-RA to the SUPPLIER to perform the delivery or service (drawings, plans, specifications, standard sheets, models, etc.) are and shall remain the sole property of RO-RA and shall be used only to perform the delivery or service. They

shall be confidential and may not be passed on to third parties or used for any other purposes than performing the delivery or service without RO-RA's prior written agreement. They shall be returned to RO-RA at any time upon request, however, at the latest upon fulfillment of the delivery or service; any copies must be destroyed and data deleted.

- 9.2 Should existing intellectual property of the SUPPLIER be necessary, or at least useful, for the use of the goods or service, RO-RA shall be irrevocably and permanently entitled to use this intellectual property with these goods or services unrestrictedly and without any charges. RO-RA shall be entitled to transfer this right of use to third parties or grant sublicenses if necessary to market the goods or service (modified or unmodified), offer them for sale, use, maintain or improve them.
- 9.3 Should the goods or service include or consist of software, standard software shall be provided to RO-RA for use for the specified purpose, whereas such use shall include use in any given system environment and the transfer of the right of use. Furthermore, RO-RA shall be entitled to make backup copies of the standard software; duplication of standard software for the purpose of proper data backup shall also constitute part of use for the specified purpose. User documentation (specifically user and administrator manuals) shall be part of the delivery even without a separate agreement thereon.
- 9.4 Should the goods or service include individual software or consist of individual software (i.e. software designed specifically for RO-RA's needs), the SUPPLIER shall grant RO-RA an exclusive, unrestricted and non-transferrable right of use (including comprehensive editing and modification rights) and provide the source and object code in both human as well as machine readable form.

### 10. Tools, moulds and other production aids

- 10.1 Any tools, molds, production aids and the like produced at RO-RA's expense to perform the delivery or service shall become the property of RO-RA upon payment. Transfer of title shall occur upon the instruction to possess the tool, model or other production aid exclusively in RO-RA's name. The items specified shall be identified in an appropriate manner as RO-RA's property and shall be used exclusively for the performance of the delivery or service. These items shall be maintained, repaired and if necessary replaced at the SUPPLIER's expense. Any tools, molds, production aids and the like owned by RO-RA shall be handed over to RO-RA at the latest upon completion of the delivery or service. Notwithstanding the aforementioned provisions, RO-RA shall be entitled to require their immediate handover in the event the SUPPLIER has violated its contractual obligations when performing the delivery or service. Any retention rights with regard to the aforementioned items, for whatever legal reason, shall be excluded.
- 10.2 Any materials, substances, designs and/or other objects of RO-RA, made available to the SUPPLIER or any third party designated by the SUPPLIER, shall remain the sole property of RO-RA; any disposal thereon, which might restrict the property of RO-RA, shall not be permitted. The SUPPLIER shall at any time be obliged to make the property of RO-RA evident for third parties, by whatever means. The SUPPLIER shall be obliged to handle with care any such materials, substances, tools, designs and/or other objects as made available by RO-RA, to keep them diligently and, if reasonable, separately. The right of retention and the right to withhold services of the SUPPLIER shall be excluded to the extent permitted under mandatory law.
- 10.3 The SUPPLIER shall notify RO-RA immediately in writing about any events regarding the property of RO-RA, including without limitation, execution, confiscation, claims made by third parties etc. The SUPPLIER is obliged to take any measures, judicial or outside court, that are required to defend RO-RA's property against any encroachments by third parties.

### 11. Confidentiality

- 11.1 Unless RO-RA and the SUPPLIER have entered into a separate confidentiality agreement, the following provisions shall apply:
- 11.2 The scope of the confidentiality obligation includes (i) business and trade secrets, (ii) data and specifications on how the SUPPLIER shall provide the goods or services, and (iii) any data, information, documentation, regardless of their form, designated as confidential by one of the parties at the time of transfer or provision, and (iv) know-how of one of the parties (confidential information).
- 11.3 The parties shall maintain any confidential information as strictly confidential and shall not make them available to third parties. To comply with this confidentiality obligation each party shall take all necessary and reasonable organizational measures. Any confidential information shall only be made available to employees and/or subcontractors and/or sub-suppliers who require such information for the performance of their contractual obligations.
- 11.4 This confidentiality obligation shall survive by termination or expiry of the contractual or supply relationship and shall continue in full force and effect for a period of five years following the last delivery.

### 12. Applicable law

- 12.1 The legal relation between RO-RA and the SUPPLIER shall be subject to Austrian law, excluding its conflict of laws provisions and the UN Convention on the International Sale of Goods.
- 12.2 Any disputes between RO-RA and the SUPPLIER arising out of or in connection with entering into a legal transaction, a legal translation and its performance, including any dispute regarding the validity of a transaction as well as non-contractual or tort liability claims in connection with a transaction, shall be subject to the exclusive jurisdiction of the competent courts of Vienna, Austria. Notwithstanding the aforementioned provision, RO-RA shall be entitled to file suit with the courts of the registered office or branch office of the SUPPLIER.

### 13. Miscellaneous

- 13.1 Any notifications of the parties under these GPC require the written form and shall be transmitted as registered letters.
- 13.2 Any notice shall become effective upon receipt or at the time it would have been received under normal circumstances with the chosen means of transmission. Any notices received on a Saturday, Sunday or a public holiday shall be deemed to have been effectively received on the subsequent working day.
- 13.3 Any notices by the SUPPLIER shall only be legally effective if made in German or English.

13.4 In the event any provision of the present GPC is or becomes invalid or unenforceable, or a gap in the agreement is established, this shall not affect the validity of the remaining provisions. The invalid provision or gap shall be replaced or filled in such a way that corresponds best to the meaning and purpose of the contract and the intention of the parties.

13.5 If an agreement entered into between RO-RA and the SUPPLIER is in conflict with the provisions of these GPC, the agreement shall prevail over these GPC.

13.6 In case of doubt the German version of the GPC shall prevail over any version in another language.