

I. VALIDITY OF THE CONDITIONS AND SUPPLEMENTS

1. The following General Terms and Conditions of Purchase (hereinafter referred to as "Conditions") shall apply exclusively to each and every order for products. Conditions of the Supplier which are inconsistent with our Conditions or which deviate from our Conditions shall be void and of no effect, unless we have specifically agreed to their validity in writing or text form. Our Conditions shall nevertheless apply, even if we, with knowledge of the Supplier's conditions, which are inconsistent with or deviate from our Conditions of Purchase, unreservedly accept the delivery by the Supplier.

2. All agreements reached between us and the Supplier for implementation of an order are laid down in writing in the order and its Conditions of Purchase. Any modifications or additions shall be made in writing. This also applies to the modification of this paragraph on written form. Furthermore, any declarations, acknowledgements or acceptances by our representatives or agents require our written confirmation in order to be valid. These formal requirements can only be waived in writing.

3. These Conditions shall only apply to entrepreneurs, legal persons under public law, and special funds under public laws in terms of § 310 para. 1 BGB (German Civil Code).

II. ORDER, DEADLINE FOR ACCEPTANCE OF THE ORDER, ORDER DOCUMENTATION

1. An acceptance period of five (5) working days following receipt of the order shall apply.

2. In the case of illustrations, diagrams, calculations and other documentation we reserve our right to ownership and copyright. Such shall not be duplicated or made accessible to third parties without our specific consent in writing or text form. By virtue of our order, such are to be used exclusively for manufacture. After processing of the order, those documents are to be forthwith returned to us. The obligation to keep those documents confidential also remains after completion of this Contract. It expires, if and in and so far as the knowledge required for completion, which is contained in the illustrations, diagrams, calculations and other documentation becomes public.

III. DUTY TO SUPPLY INFORMATION: EXPORT CONTROL

1. The Supplier shall inform us forthwith regarding intended changes in the schedule, completion processes, design, management system, relocation of the production lines and similar changes as well as product or component changes and allow us to review all possible effects on our products.

2. At the offer stage, the Supplier shall inform us of all the relevant export information relating to its goods – in particular, it shall fully inform us of the country of origin of all goods.

3. In particular, the Supplier shall inform us of any possible US-American origin of its goods and in case these goods fall under the EAR [U.S. 'Export Administration Regulation' (15 CFR Parts 730-774)] it shall inform us of the relevant ECCN number ('Export Control Classification Number'), and in case these goods fall under the ITAR [U.S. 'International Traffic in Arms Regulations' (22 CFR Parts 120-130)], it shall inform us of the relevant USML ['United States Munitions List' (22 CFR Part 121)] number of the item.

IV. DELIVERY DATE

1. All delivery dates indicated in the order or otherwise agreed are binding and of the essence.

2. The Supplier shall immediately inform us of any threatening or existing delay, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a delay in delivery.

3. In case of delay in delivery, from the 6th (sixth) working day on we are entitled to a contractual penalty amounting to 0.2 % (two tenth of one per cent) per working day, but not exceeding more than 5 % (five per cent) in total. In each case, it is based on the contractual value of the overdue part of the delivery or where a part-delivery, which we have received, is worthless for our intended use, owing to the lack of the delayed part, from the entire contractual value. In the event that we claim a contractual penalty, the Supplier is entitled to provide evidence that it is not responsible for the breach of duty. The enforcement of damages remains unaffected. However, where we accept the explanation, the paid contractual penalty in case of the enforcement of damages will be credited against any claim for damages. Statutory remedies, in particular the right to terminate the Contract in accordance with §§ 286, 323 BGB, remain unaffected.

V. DELIVERY IN EXCESS OF THE ORDER OR DELIVERY FALLING SHORT OF THE ORDER

1. The Supplier shall, at our request without delay and at its own risk and expense, revoke significant deliveries, which are in excess of the order. In this case, the Supplier shall compensate us for the storage and maintenance costs accrued in the period between receipt of the request to revoke the goods and collection of the excess delivery. If the Supplier delays in revoking the excess

delivery, we can choose to pursue this in accordance with § 373 HGB (German Commercial Code).

2. In case of partial delivery, which we have approved, the outstanding quantity of goods to be delivered is to be stated.

VI. DELIVERY, TRANSFER OF RISK, DOCUMENTS, TRANSPORT INSURANCE

1. Provided nothing to the contrary has been agreed in writing or in text form, deliveries shall take place 'delivered at place' (DAP, Incoterms® 2010).

2. The Supplier shall state our exact Purchase Order Number, Article Code, description of the delivered part and its V.A.T. Identification Number on all shipping documents and delivery notes. If the Supplier fails to convey the aforementioned information, we shall not be responsible for any consequential delays in the process resulting from this failure.

3. We will only accept additional costs for express types of delivery, where we specifically asked for them and where we consented to the chosen delivery type beforehand.

4. In line with our insurance contract, insurance cover for the shipping of the goods arises from the moment of the transfer of risk to us. Before transfer of risk, the Supplier shall at its own expense customarily insure deliveries against transport damage, taking the value of the goods and the Contract value as well as the actual risk of damage into account. We will only accept additional insurance costs from the Supplier for shipping to the named destination in accordance with Section VI.1, where we have given specific, prior consent.

VII. PRICES AND CONDITIONS OF PAYMENT

1. The price stated in the order is binding. The statutory Value Added Tax is contained within the price and is to be shown separately. In the absence of an agreement in writing or in text form to the contrary, the price includes delivery to the destination as specified in Section VI.1 and is inclusive of packaging. The return of the packaging requires special agreement.

2. In accordance with the guidelines laid down in our order, we can only process invoices if they quote the designated Purchase Order Number found in our order. The Supplier is responsible for any consequences arising as a result of non-compliance with this obligation, in so far as it does not demonstrate that it is not responsible.

3. In event the Supplier has its registered office in Germany, it will support us in potential price audits in the context of public contracts. To conduct such price audits it might be required, that the Supplier allows the German public purchaser to audit its prices. We will in such case not gain any insight into the price formation of the supplier.

VIII. CONTRACTUAL CONDITION AND RIGHTS IN CASE OF DEFECTS; AUDITS, QUALITY ASSURANCE AGREEMENT

1. We shall be obliged to examine the goods within an appropriate time limit for any obvious defects in quality and quantity. The notification of obvious defects, if any, is provided in a timely manner if it addresses the Supplier within a time limit of 5 (five) working days, calculated from receipt or in the case of hidden defects within 10 (ten) days from the date of their discovery.

2. Without exception we shall be entitled to statutory claims for defects. Without limitation we shall be entitled to claim repair or replacement of the defective product, the choice between them lying with us. The right to damages, in particular damages instead of performance, shall remain specifically reserved to us.

3. If the Supplier is in delay of delivery or (despite setting a deadline, as far as legally required) if it is not willing or timely able to rectify the default, then we shall be entitled to substitute performance on Supplier's cost. If for reasons of particular urgency, especially in the event of imminent danger, we are not able to inform Supplier of the defect and the imminent damage and if we therefore cannot set a deadline for cure, then we shall be entitled to substitute performance at Supplier's cost without setting a deadline.

4. The limitation period amounts to 36 (thirty six) months, calculated from the transfer of risk.

5. In order to examine the operation of the quality assurance system of the Supplier, the Supplier shall, after reasonable notice and during normal working hours, allow our Customers and ourselves access to all of its industrial premises and factory equipment, which are relevant to the goods and provide us with insight into its documentation (Audit). We shall treat all private company knowledge, which we have gained about the Supplier in confidence, in corresponding application with Section XV.2.

6. In the case of framework contracts and repeated assignments the Supplier shall be prepared to conclude a quality assurance agreement with us, provided that it contains no unusual or exceptional conditions.

IX. PRODUCT LIABILITY, RELEASE FROM LIABILITY – LIABILITY INSURANCE

1. If the Supplier is responsible for damage arising from the product, it shall indemnify us from third party damage claims, in so far as the cause is within its sphere of control and organization.

2. In line with its liability for claims and in accordance with Section IX.1, the Supplier shall also be obliged to compensate for any expenses arising out of or in relation to a recall campaign implemented by us, in accordance with §§ 683, 670 BGB (German Civil Code) and §§ 830, 840, 426 BGB (German Civil Code). As soon as possible and reasonable we shall inform the Supplier of the content and extent of the recall measures, which are to be carried out and give it the opportunity to comment. Other statutory claims remain unaffected.

3. At its own expense, the Supplier is obliged to maintain indemnity insurance (inclusive of product liability) with an adequate amount of cover. It shall, at our request, produce a cover note from the insurer concerning the extent of the indemnity insurance.

4. In the event of detection of serial or latent defects Supplier shall immediately inform us. This also applies if the limitation period pursuant to Section VIII.4 has expired.

X. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS; THIRD PARTY CLAIMS

1. The Supplier shall ensure that in conjunction with its delivery, no rights of third parties are culpably infringed and that both our Customers and ourselves can use the products received from the Supplier without restriction, provided no express limitations on usage are part of the subject matter of the Contract.

2. The Supplier shall, at our first written request, indemnify us from third party infringement claims, including legal costs.

3. The duty of the Supplier to indemnify us pursuant to paragraph 2 above, relates to all expenses, which necessarily arise in relation to the claims of a third party or in combination with the claims of a third party.

4. The limitation period for claims arising out of a breach of duty in Section X.1 amounts to 36 (thirty six) months, calculated from transfer of risk.

XI. SET-OFF AND RETENTION RIGHTS

We expressly reserve the right to set-off due counter-claims and to exercise existing rights of retention. The Supplier is only entitled to set-off against our claims if its counter-claims are either indisputable or are legally justified.

XII. SUB-CONTRACTS

The Supplier is only entitled to appoint sub-contractors for the performance of its contractual obligations with our prior consent in writing or text form; in doing so we will not unreasonably deny this consent. If the contractual obligations of the Supplier are subject to public procurement, the Supplier undertakes to agree such conditions also in relation to any subcontractors. If the Supplier violates the obligation under sentence 2, it shall compensate us for the resulting damages. This shall not apply if the Supplier is not responsible for the breach of the content of sentence 2.

XIII. SPECIALIST TOOLS AND DEVICES; SUPPLIES

1. For tools, which have been paid for by ourselves, the 'Conditions of Purchase for the Usage of Specialist Tools and Devices by the Supplier' shall apply, which can be requested from us. The following supplementary Conditions of Purchase shall apply.

2. If we provide the Supplier with parts, material, testing apparatus, documents or similar items, we retain title over them. The Suppliers shall conduct processing or re-structuring for us. If our supply is processed with other items, which do not belong to us, we acquire joint-ownership of the new item in proportion to the value of our supply (purchase price plus Value Added Tax) and the other processed items at the time of processing. If the processing or re-structuring is carried out in such a way that the Supplier's item is to be regarded as the principal item, then it is agreed that the Supplier transfers us joint-ownership; the Supplier retains sole ownership or joint-ownership for us.

3. If our supply is inseparably amalgamated with other items, which do not belong to us, we acquire joint-ownership of the new item in proportion to the value of our supply (purchase price plus Value Added Tax) to the other amalgamated items at the time of amalgamation. If the amalgamation takes place such that the item belonging to the Supplier can be regarded as the principal item, then paragraph 2 sentence 4 shall apply accordingly.

XIV. SOFTWARE LICENSE AND THE RIGHT TO RESULTS

1. The Supplier grants us in respect of the delivered Software, corresponding updates and the documentation relating to it, as well as to the plans, architectural drawings, break down of parts and the like, which were created for us, the transferable and sub-licensable, territorial and temporary unlimited right to use, copy, change, distribute and to make publicly accessible these items for all of our statutory, business purposes. As far as is necessary in order to perform self-remedy or substitute performance (in particular in cases of delay in delivery or in order to cure a defect) the Supplier shall grant us, or as the case may be a commissioned third party, no more than is necessary access to the source code and developer documentation for this task.

2. The Supplier guarantees that all Software delivered is free of any third party

rights and indemnifies us from all claims of third parties which are asserted against us because of the infringement of rights in the Software delivered to us.

XV. IMPLEMENTATION OF WORK; CONFIDENTIALITY

1. If, at the instigation of the Supplier, individuals are present on our premises, the Supplier shall ensure that such individuals comply with the rules of procedure, the regulations for entering and leaving the premises and the conduct on the premises as well as the "safety guidelines for employees of third-party companies", both available at our reception. Any liability for accidents, which affect workers from external companies, whilst on our factory premises is excluded, in so far as this was not caused by our own deliberate or gross negligence.

2. The Supplier shall treat our entire private company information, which has become known to Supplier by virtue of carrying out the Contract, in confidence. It shall not inform or give access to the information to any third party and shall not use the information for any purpose other than the implementation of the Contract. This obligation shall remain in force even after completion or termination of the Contract.

XVI. OFFSET/INDUSTRIAL PARTICIPATION

If we, or affiliated companies, are obliged to compensation towards a state, in particular for subcontracting, licensing, technology transfer, investment or a joint venture ("Offset Obligations") in connection with the sale of military products and/or the provision of services, the Supplier shall at our request immediately confirm to us in writing that certain deliveries/services can be credited to Offset Obligations by us or by our affiliated companies.

XVII. PRODUCT OBSOLESCENCE; END OF PRODUCT SUPPORT

If the Supplier decides to cease the production of a deliverable or if the goods are only going to be continued to be manufactured in a significantly different form, the Supplier shall notify us immediately in writing or in text form ('Notice of Discontinuation'). The Notice of Discontinuation must contain the following:

- Indication of the date by which the last order can be placed (Last Time Buy) and the number of pieces available, whereby this date shall be at least 6 (six) months after the Notice of Discontinuation.
- Indication of the date by which the last delivery can take place, whereby this date shall be at least 12 (twelve) months after the Notice of Discontinuation.
- Information on how the support and maintenance after discontinuation of the goods for the remaining economic life (End of Life Support) of the goods shall be provided.
- Where applicable, a description of the succeeding goods and their specification.

XVIII. PROHIBITED ACTIVITIES

1. Anti-Corruption Compliance: The Supplier represents, warrants, and covenants that:

1.1 It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value to:

- (a) an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof;
- (b) a candidate for political office, any political party or any official of a political party; or
- (c) any other person or entity;

while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting us in obtaining or retaining business (including this Contract), or an improper business advantage. Without limiting the generality of the foregoing, Supplier shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitation payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of us.

1.2 No gratuities such as but not limited to: gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature has been or will be accepted or made in connection with any business in connection with this Contract where the intent of it was, or is, to unlawfully influence the recipient of the gratuity. The Supplier also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:

- (a) be permitted under the UK Bribery Act and U.S. Foreign Corrupt Practices Act and the laws and regulations of the country in which this Contract will be performed;
- (b) be consistent with applicable social and ethical standards and accepted business practices;
- (c) be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and

1.3 Breach of any of the foregoing provisions of Sections 1.1 and 1.2 above by the Supplier shall be considered an irreparable material breach of this Contract and shall entitle us to terminate this Contract immediately without compensation to the Supplier.

2. Prohibited Activity: Unless specifically authorised in writing by us, the Supplier shall not engage in any of the following activities on behalf of us under this Contract: acting as an agent of us; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.

3. Prohibited Contract: Unless specifically authorised in writing by us, the Supplier shall not contact, either directly or indirectly, public officials of any country other than the United States, United Kingdom, Canada, Australia, Germany, France, or Italy in furtherance of its performance on behalf of us under this Contract.

4. Delivery: If the Supplier is permitted to use terms other than DAP Incoterms® 2010 Delivery Address, the Supplier shall provide the name and contact information for all freight forwarders, carriers or shipping agents expected to handle our consignment. The Supplier shall provide this information to us no later than ten (10) Days after order acceptance. The Supplier's proposed freight forwarders, carriers or shipping agents must have a reputation for honesty and a company policy prohibiting bribes and facilitation payments intended to expedite or secure performance of routine governmental action, such as, customs clearance. We retain the right to deny the Supplier's use of the Supplier's proposed freight forwarders, carriers or shipping agents within thirty (30) Days of the Supplier's notification. If the goods or services contain any ITAR controlled information or equipment, the Supplier shall ensure that our purchase does not transit through one of the Proscribed Countries listed in the U.S. International Traffic in Arms Regulations (ITAR), 22 CFR 126.1.

XIX. ANTI-HUMAN TRAFFICKING

1. We prohibit our employees, agents, subcontractors, suppliers and contract labour from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following, whether directly or indirectly:

1.1 Trafficking in persons, including, but not limited to the following:

- (a) sex trafficking; or
- (b) the recruitment, harbouring, transportation, provision, or obtaining of a person for labour or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.

1.2 The procurement of a commercial sex act;

1.3 The use of forced labour in the performance of its business;

1.4 The use of any form of child labour;

1.5 The use of misleading or fraudulent recruitment activities;

1.6 Charging employees' recruitment fees;

1.7 Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working;

1.8 Providing or arranging housing that fails to meet the host country housing and safety standards; or

1.9 If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.

2. The Supplier represents and warrants that it shall abide by and comply with the requirements of this Section and any relevant applicable laws or regulations. Further, the Supplier shall require its employees, agents, contract labour, subcontractors and suppliers to abide by and comply with the requirements of this Section.

3. We or our authorised representatives may, at any time, audit all pertinent books, records, work sites, offices, and documentation of the Supplier in order to verify compliance with this Section. The Supplier will, in all of its lower-tier subcontracts and contracts relating to our order with the Supplier, include provisions which secure for us all of the rights and protections provided for within this Section.

4. The Supplier acknowledges that if the Supplier or any of its employees, agents, or contract labour engages in any of the prohibited activities in this Section, this Contract is subject to termination.

5. Whenever the Supplier has knowledge, whether substantiated or not, that any actual or suspected violation of this Section has occurred, the Supplier shall immediately give written notice to us and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.

6. The Supplier shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by us, our representative, or regulatory authority. Supplier's cooperation shall include, but not be limited to,

permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.

7. The Supplier shall, at its own expense, defend, indemnify and hold harmless us and our affiliates, and all of our directors, officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, regardless of how arising and even if unforeseeable, including, without limitation, payment of direct, special, incidental and consequential damages and attorney's fees, arising out of, or relating to, the Supplier's or the Supplier's employees, agents, subcontractors, suppliers or contract labour's failure to comply with the requirements of this Section.

8. The Supplier agrees to insert the substance of this Section, including this sentence, in any lower-tier subcontract or labour contract.

XX. SUSPECT/COUNTERFEIT PARTS

1. The Supplier shall not furnish suspect counterfeit or counterfeit parts to us under this Contract. All material delivered under this Contract shall be authentic and traceable to the original manufacturer. The Supplier shall provide authenticity and traceability plans and records to us upon request. The Supplier shall immediately notify us if the Supplier cannot provide electronic parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, we reserve the right to terminate this Contract at no cost to us or require specific material validation test and inspection protocol requirements to the Supplier and may, at our discretion, deem the Supplier unacceptable if the system is considered to be insufficient.

2. If suspect counterfeit or counterfeit parts are furnished under this Contract and are found in any of the goods delivered hereunder, such items will be impounded by us. The Supplier shall promptly replace such suspect/counterfeit parts with parts acceptable to us. The Supplier shall be liable for all costs relating to the removal and replacement of said parts, including without limitation our external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of the Supplier's goods after suspect/ counterfeit parts have been exchanged. Our remedies described herein shall not be limited by any other clause agreed upon between us and the Supplier in this Contract and are in addition to any remedies we may have at law, equity or otherwise under this Contract. At our request, the Supplier shall return any remove suspect counterfeit or counterfeit parts to us in order that we may turn such parts over to our customer for further investigation.

3. New Suppliers (distributors) of EEE assemblies ("Electrical, Electronic, and Electro-Mechanical Parts Including EEE Parts Contained in Assemblies") shall demonstrate that they have established third-party certified quality management system in accordance with one of the following industry standards: AS9100, AS9120, or ISO9001 (or equivalent global standard) whichever is defined in the contractual requirements.

4. The Supplier agrees to insert the substance of this Section, including this sentence, in any lower tier subcontract.

XXI. COMPLIANCE WITH LAWS

The Supplier shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable laws. The Supplier further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. The Supplier shall convey the requirement of this Section to its suppliers.

XXII. NOTIFICATION OF STATUS CHANGES

1. The Supplier agrees to provide prompt notification to us of any event or change in circumstances that could affect the Supplier's performance of the order such as assignment of consent agreement, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labour reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.

2. Suppliers that provided anti-corruption compliance due diligence information (e.g., related to its ownership and personnel, subsidiaries and third parties, the due diligence questionnaire, and related certifications) to our representative or through our Global Trust website shall provide us with prompt notification and details of any changes to information contained in such due diligence materials, and agrees to promptly cooperate with us and provide additional information reasonably requested in relation to such changes. In the event of a material change to information contained in the due diligence material supplied to us, we reserve the right to suspend performance under this Contract by providing written notice to the Supplier in order for us to conduct additional anti-corruption due diligence upon such changed circumstances.

3. The Supplier shall notify us of any proposed change in Control within thirty

(30) days prior to such event. The notice shall describe in reasonable detail the proposed transaction structure and any proposed changes to management, operations, domicile, key locations, the board of directors and/or ownership (along with a commitment to cooperate with us and provide additional information reasonably requested related to such proposed change in Control). The Supplier shall not effect a change in Control without prior, written consent from us, such consent not to be unreasonably withheld. For purposes of this Contract, "Control" means the power, directly or indirectly, to (a) vote more than fifty (50) percent of the securities that have ordinary voting power for the election of the Supplier's directors; or (b) direct, or cause the direction of, the management and policies of the Supplier whether by voting power, contract, or otherwise. If a Person or Entity obtains Control by acquiring more than fifty (50) percent of the securities that have ordinary voting power for the election of the Supplier's directors, that acquisition may be accomplished by one or multiple transfers. For purposes of this Contract, "Person or Entity" means a natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, or other organization, whether or not a legal entity, and a government or agency or political subdivision of that entity.

4. Failure to provide the notice under this Section shall be deemed a material breach of this Contract.

XXIII. AUDIT RIGHTS

We shall have access to and the right to examine any of the Supplier's directly pertinent records involving transactions related to this Contract and to interview any current employee regarding such transactions. This requirement may not be construed to require the Supplier to create or maintain any record that the Supplier does not maintain in the ordinary course of business or pursuant to a provision of law. The Supplier shall make available at its office at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any longer period required by other Sections of this Contract. Suppliers must provide us and/or our customers access to their facilities and the facilities of their supply chain at all tiers, to verify compliance with our order requirements.

XXIV. SUPPLIER STANDARDS OF BUSINESS CONDUCT

The Supplier shall comply with the Northrop Grumman Supplier Standards of Business Conduct (available at <http://www.northropgrumman.com/suppliers/OASISDocuments/NGSupplierStandardsofBusinessConduct.pdf>) (the "Supplier Code of Conduct"). The Supplier represents and warrants that it has not participated, and will not participate, in any conduct that violates the Supplier Code of Conduct. The Supplier shall notify us if at any time the Supplier becomes aware of any actual or suspected violation of the Supplier Code of Conduct. If we determine that the Supplier is in violation of the Supplier Code of Conduct, we may cancel the order upon written notice to the Supplier and we shall have no further obligation to the Supplier.

XXV. CONFLICT MINERALS

1. If Supplier is providing products to us under the order, Supplier shall use commercially reasonable efforts to:

- 1.1 identify whether such products contain tin, tantalum, gold or tungsten;
- 1.2 determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
- 1.3 perform appropriate due diligence on its supply chain in support of our obligations under the Act.

2. In addition, Supplier shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form found at <http://www.Conflictreesourcing.org/conflict-minerals-reporting-template/>. If requested, Supplier will promptly provide information or representations that we reasonably believe are required to meet our conflict minerals compliance obligations.

XXVI. CONFIDENTIALITY AND DATA PROTECTION

1. For the purpose of this Contract, "Controller", "Processor", "Personal Data", "Data Subject", "Processing" and "Personal Data Breach" shall have the meanings ascribed to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("EU General Data Protection Regulation").

2. The Supplier shall ensure, where it Processes Personal Data as a Processor under this Contract, that:

2.1 It Processes Personal Data only on our documented instructions (including with regard to any transfer of Personal Data to a third country or an international organization), unless the Supplier is required to Process Personal Data by European Union ("EU") law or EU Member State law to which the Supplier is subject. In such a case, the Supplier shall inform us of that legal requirement before Processing Personal Data, unless that law prohibits such information on important grounds of public interest;

2.2 It immediately informs us if, in the Supplier's opinion, an instruction infringes applicable data protection provisions;

2.3 It ensures that persons authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

2.4 It implements technical and organizational measures to ensure a level of security appropriate to the risks presented by the Processing of Personal Data, as appropriate:

- a) The pseudonymisation and encryption of Personal Data;
- b) The ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
- c) The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- d) A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

2.5 Taking into account the nature of the Processing of Personal Data, it assists us, by appropriate technical and organizational measures, insofar as this is possible, in fulfilling our obligation to respond to requests for exercising Data Subjects' rights;

2.6 It assists us in ensuring compliance with our obligations regarding security of Processing, notifications of a Personal Data Breach to the supervisory authority and to the data subject, and data protection impact assessments.

2.7 At our choice, it deletes or returns all Personal Data to us after the end of the provision of the services relating to the Processing, and deletes existing copies, unless EU law or the law of EU Member State to which the Supplier is subject requires storage of Personal Data; and

2.8 It makes available to us all information necessary to demonstrate compliance and allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by us.

3. We agree that the Supplier may subcontract any of the Processing operations performed on behalf of us under this Contract. Where the Supplier engages another Processor for carrying out specific Processing activities on behalf of us, the Supplier shall ensure that such Processor has entered into a written agreement that imposes the same data protection obligations as set out in this Section. Where the Processor fails to fulfil its data protection obligations, the Supplier shall remain fully liable to us for the performance of that other Processor's obligations.

XXVII. PLACE OF JURISDICTION AND APPLICABLE LAW; SEVERABILITY CLAUSE

1. If the Supplier is a businessman, the place of jurisdiction shall be our place of business. However, we shall be entitled at our option to bring a lawsuit at the Supplier's place of jurisdiction.

2. This Contract shall be governed by and in accordance with German Law. The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded.

3. Provided the order states nothing to the contrary, our place of business is the place of performance of the Contract.

4. Should individual provisions of this Contract be or become invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a provision, which corresponds to the furthest possible extent with the intentions of the contracting parties, as expressed in relation to the invalid provision.