

## General Terms and Conditions governing the sale of military goods by RUAG Ltd (GTC Military Goods)

### 1. Scope and validity

- 1.1 These GTC Military Goods govern the conclusion, content and performance of sales of military goods from the inventories of the Swiss Armed Forces by RUAG Ltd ("RUAG").
- 1.2 These GTC Military Goods shall be considered accepted if the buyer places an order online, makes a purchase in a corresponding shop (ArmyLiqShop or ArmyTechShop) or participates in an auction.

### 2. Condition and offer

- 2.1 The military goods include vehicles, equipment, clothing, appliances, etc. and are offered "as seen" or "as is". The offered military goods may be in used condition or incomplete, have been in storage for a substantial period of time, be technically outdated or no longer comply with current safety standards. Therefore, RUAG does not guarantee any properties of these goods.
- 2.2 The military goods may not comply with civil construction and equipment standards. Any legally required changes, upgrades, maintenance work or repairs necessary to meet the civil requirements for commissioning and use are the sole responsibility of the buyer. The buyer is responsible for obtaining any vehicle documentation that is missing.
- 2.3 The offered military goods may be accompanied by a report that includes information about their condition. If a condition report exists, it does not guarantee that all potential defects have been fully recorded.
- 2.4 It is not possible to conduct vehicle inspections and test drives.

### 3. Direct sales

- 3.1 If RUAG offers the military goods through direct sales, whether in stores or online, the goods are considered offered as displayed or published on the website.
- 3.2 The order of goods through direct sales is only binding if RUAG confirms it to the buyer by email within 10 days. Upon confirmation by RUAG, the sale is binding.

### 4. Auctions

- 4.1 Auctions are conducted online and are open to persons who have (unlimited) capacity to act and legal capacity. Natural persons must have reached the age of 18.
- 4.2 Anyone wishing to bid in the auctions must first register online and accept the valid sales conditions by ticking the respective box. There is no entitlement to registration and activation. RUAG is entitled at any time to exclude persons from bidding and to revoke the registration.
- 4.3 Bids may only be submitted until the end of the bidding period. Bidders will remain bound by the bid unless it is outbid. Auction lots are sold to the highest bidder. There is no entitlement to the award of a bid.
- 4.4 The sale becomes binding when the auction lot is knocked down. Withdrawal is not permitted.

### 5. Sale price and other charges

- 5.1 The sale prices include the applicable value-added tax (VAT).
- 5.2 If military goods are to be packed, RUAG will bill the costs for the packaging material (container, pallet, frame, etc.) separately. With the exception of empties in the same volume, no packaging material will be taken back.

### 6. Terms of payment

- 6.1 Purchases up to CHF 5,000.00 made in the stores are payable in cash. Higher payments must usually be settled by payment card (EC, credit card) or will be invoiced in exceptional cases.

- 6.2 In the case of direct sales and auctions on the internet, the buyer will receive the invoice by email and shall pay within 10 working days from the date of receipt. The amount stated in the invoice shall be paid in full to RUAG without any deductions. Any fees, charges, deductions, etc. for the payment transfer shall be borne exclusively by the buyer.
- 6.3 The buyer is in delay of payment without further ado if he/she fails to pay the amount due within the payment period. In this case, RUAG may charge interest at the rate of 5 percent p.a., levy reminder fees or handling charges and withhold its due payments under all purchase contracts concluded with the buyer. RUAG may also withdraw from the contract, claim damages for non-performance and/or offer the military goods for sale again.

### 7. Collection

- 7.1 After full payment of the invoice amount, the buyer will receive a payment confirmation and, under certain circumstances, a collection authorization with a collection period of 20 working days.
- 7.2 The buyer is obliged to collect the purchased goods within the collection period upon presentation of the payment confirmation and/or collection authorization, unless different periods are specified in the announcement. This acceptance obligation is one of the main performance obligations of the buyer. The buyer shall arrange the collection date (according to the invoice details) with the storage facility in due time beforehand.
- 7.3 If the goods are not collected in time and in accordance with their intended use, the buyer will also be liable for accidental damage or accidental loss of the goods. Certain military goods may be subject to storage fees, which will be incurred and billed if collection is delayed.
- 7.4 The buyer must provide the labor and equipment necessary for loading and transportation as well as pay any customs handling costs that may be incurred.
- 7.5 If the buyer is domiciled or resident abroad and the military goods are delivered abroad, the VAT will be refunded after the customs office of exit has sent RUAG the electronically issued ruling. The refund amount will be forfeited if the requested evidence is not received by RUAG within 3 months of the invoice date. This will not affect the buyer's obligation to submit the evidence.

### 8. Benefits and risk

The benefits and risk will pass to the buyer upon conclusion of the sale.

### 9. Warranty

- 9.1 RUAG neither grants warranty on the sold military goods nor assumes any responsibility for the uninterrupted availability of its website or for technical issues related to the Internet.
- 9.2 The buyer is responsible for compliance with safety, approval and environmental protection regulations as well as obtaining operating permits.
- 9.3 The military goods may neither be exchanged nor returned.

### 10. Liability

- 10.1 The liability of RUAG will be limited exclusively to grossly negligent or deliberate contract violations.
- 10.2 RUAG will not be liable for any damage caused by the conduct of others in connection with the use or misuse of the Internet marketplace.

### 11. Permits and export regulations

- 11.1 The goods offered for sale are from the inventories of the Swiss Armed Forces and in some cases may be subject to export control regulations. In Switzerland, the State Secretariat for Economic Affairs (SECO) is responsible for export controls and is the authorizing body.

11.2 If the buyer wants to export military goods which are subject to legal export restrictions or export controls, RUAG will handle the export formalities with the assistance of the buyer, provided the goods are exported within two months of the sale. RUAG assumes no responsibility in the event that a required export permit is denied or revoked and reserves the right to charge the buyer the fees for the second issuance.

11.3 If the buyer wants to export the goods more than two months after the sale, he/she is solely responsible for obtaining the necessary export licenses.

11.4 The buyer undertakes to comply with all applicable export regulations and must disclose all relevant information to RUAG upon request. This obligation applies both before and after the sale is completed.

## 12. Data protection

12.1 Each party may have access to personal data (for example names, functions, business units, contract details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with the contract that is subject to these GTC. The parties agree that they act as independent controllers in relation with such Personnel Data unless otherwise agreed in writing expressly by the parties. Personnel Data may only be processed in accordance with applicable law, applying appropriate security measures (e.g. technical and organizational measures, etc.) and only in order to enter into and perform the contract and compatible purposes including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each party undertakes to inform its own Personnel about the processing of Personnel Data by the other party, in accordance with applicable law. Additional details about RUAG's data processing are set out in RUAG's privacy notices (see Privacy | RUAG).

12.2 Personnel Data will be processed for the sole purpose of completing the sale and insofar as necessary. To this extent and for this purpose, Personnel Data may also be passed on to other companies in Switzerland or abroad, insofar as legally permissible.

## 13. Compliance

13.1 The parties commit themselves not to accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. They also commit themselves to observe the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.

13.2 The parties shall commit their personnel and other third parties enlisted for the fulfillment of the contract contractually to compliance with this article.

**13.3 If one of the parties violates the above-mentioned compliance commitments, it shall owe a contractual penalty, unless it can prove that it was not at fault. For each case of violation, this penalty amounts to 10% of the total remuneration, but no more than CHF 50,000.00. This payment does not relieve the respective party from its contractual obligations.**

## 14. Assignment and pledging

14.1 The contractual relationship or rights and duties therefrom can only be assigned or pledged after previous written approval of the other party. Apart from that, RUAG may assign rights and duties from the sale to another company from the RUAG Group at any time.

14.2 The claims arising to the buyer from the contractual relationship may be neither assigned nor pledged without the previous written approval of RUAG.

## 15. Set-off

The buyer shall not be entitled to set-off.

## 16. Applicable law and jurisdiction

16.1 For the rest material **Swiss Law** shall apply, excluding its rules on conflicts of legal systems (in particular, the Swiss Federal Act on Private International Law of 18 December 1987). The United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.

16.2 For all disputes arising out of or in connection with the contractual relationship **only the law courts in Emmen, Switzerland, shall be competent.**