

General Terms and Conditions for Deliveries and Services

1. General

1.1 General Atomics AeroTec Systems GmbH ("GA-ATS") shall supply components, equipment, spares and material ("Parts"), maintenance, repair and overhaul ("MRO") of aircraft and of Parts as well as similar or related supplies, works and services (all above hereinafter "Service" or "Services") solely in accordance with the following terms and conditions ("Terms"). Any terms and conditions provided by Customer and divergent from or supplementary to the following terms and conditions shall not be binding unless, and only to extent as confirmed by GA-ATS in writing.

1.2 An offer by GA-ATS is binding only in case it is designated to be so in writing and shall be deemed invalid 1 month after its date, unless a longer validity period has been stated. Offers and their acceptance as well as changes and supplements thereto must be in writing; changes and supplements of Orders notified to Customer via, or in reference to a Maintenance Status Report may be agreed upon by e-mail. Verbal side agreements or subsequent amendments shall not be binding unless confirmed by GA-ATS in writing.

1.3 GA-ATS is entitled to carry out 'over and above' work necessary to maintain and/or restore airworthiness without Customer's specific consent, provided no obvious disparity exists between over and above work and value of the order.

1.4 GA-ATS is entitled but not obliged to execute Orders using "Exchange Parts". Upon acceptance of such Service title to removed Parts shall pass on to GA-ATS without further declarations. Parts provided by Customer ("Customer Parts", see Sect. 10.) will only be used, at GA-ATS's sole discretion, if expressly agreed.

1.5 Latest until start of Service fulfillment by GA-ATS, Customer shall designate a representative authorized to effect changes and amendments to Orders (in particular by additional work orders) as well as acceptance of Services.

1.6 In case Customer cancels a binding Order before its completion, GA-ATS may claim compensation of all damages arising from such cancellation, and of all expenses made by GA-ATS in relying upon the Order.

1.7 As far as Services outside GA-ATS' Oberpfaffenhofen plant are concerned, the General Terms and Conditions for Field Services shall additionally apply. Customer may demand submittal of these terms at any time.

1.8 GA-ATS may employ auxiliary persons/subcontractors/suppliers at any time and at its own discretion.

1.9 Customer will treat confidentially any and all information and documents (e.g. offers, price lists, technical concepts etc.) and disclose these to third parties only upon prior approval by GA-ATS in writing. This confidentiality commitment shall apply even before Order conclusion and be valid for a period of 3 years after termination of an Order. GA-ATS and Customer shall procure for a proper data protection in accordance with EU Data Protection Law, including establishing economically, technically and organizationally reasonable measures to effectively protect all data and information regarding order processing against unauthorized disclosure to any third party. GA-ATS may disclose to third parties confidential information and documents provided by Customer on a 'need to know' basis when required for performing the Services.

2. Prices, Payments, Taxes

2.1 All prices are understood ex GA-ATS Sonderflughafen Oberpfaffenhofen ("ex works" – EXW, Incoterms© 2020).

2.2 GA-ATS' price list for firm fixed prices and hourly rates valid at conclusion of the Order shall apply. If a price for a specific Service is not provided, the usual prices and remunerations prevailing at GA-ATS' facility shall apply. Foreign currencies will be converted to Euro at an exchange rate valid upon conclusion of the Order. All prices are net prices plus then applicable VAT. If Services are to be provided later than 4 months after conclusion of the Order, the prices prevailing at that time shall apply.

2.3 GA-ATS may, at any time, pass on to Customer any increase in third parties' prices (e.g. supplier, OEM) unpredictable for GA-ATS.

2.4 In case Exchange Parts are used, a prerequisite for charging exchange prices is that the removed/returned Parts are complete, and that their later repair due to normal wear and tear is possible at economically reasonable expenses. In respect thereof, GA-ATS' invoices are subject to correction.

2.5 GA-ATS may demand a reasonable advance payment upon placement of an order or its extension.

2.6 Place of performance for payments of Customer shall be GA-ATS' place of business. Payments shall be made in Euro currency immediately upon acceptance of the Services without any discount or other deductions. Acceptance by GA-ATS of deviating payment arrangements shall be without prejudice for future Orders. In case of delivery of Parts payment shall become due 2 weeks after receipt by Customer, in case of work services pursuant to §§ 631 ff. BGB (German Civil Code) upon acceptance.

2.7 Customer's objections against an invoice of GA-ATS must be raised in writing within 2 weeks after its receipt or after receipt of a final work report (Customer Work File), whatever is later; otherwise the invoice shall be deemed fully approved by Customer, provided Customer has expressly been referred to this legal effect.

2.8 Customer shall be entitled to set off any amounts with counterclaims, or to exercise a right of retention, solely against claims which have been subject to a non-appealable court decision, or which GA-ATS has acknowledged in writing as undisputed.

2.9 Late payment interest will be charged towards Customer at 9 percentage points above the then valid base interest rate pursuant to § 247 BGB, but not less than 9%. GA-ATS's right to claim a higher damage caused by the default shall not be limited hereby.

2.10 Customer shall bear any and all applicable payment duties including but not limited to taxes, VAT, sales or service tax, withholding tax, other levies and all related supplementary duties.

3. Partial Services, Terms, Delay in Performance

3.1 Partial Services are permitted provided they do not impose an unreasonable burden on Customer.

3.2 Deadlines and dates are binding only if agreed upon in writing. Deadlines are met if GA-ATS has sent the notification of readiness for delivery or for acceptance to Customer before their expiration. A completion date shall be deemed to have been agreed for the date on which Customer receives, at the latest, GA-ATS's Notification of Acceptance Readiness ("NAR"). For the avoidance of doubt, the end date of an agreed "down time", "ground time", "turn-around time", or a "date of departure", "delivery time", or any similar wording, shall indicate the delivery/acceptance date.

3.3 Any deadlines and dates for GA-ATS' Services shall be subject to correct and timely supply or services by GA-ATS' suppliers and subcontractors. In case GA-ATS, for reasons beyond its control (e.g. findings, default of any third party, force majeure), does not receive correct or timely delivery of goods or services from suppliers or subcontractors, GA-ATS shall be entitled to withdraw from the Order, provided that GA-ATS has informed the Customer about the non-availability of the goods or services without undue delay. Customer shall be entitled to withdraw from the Order, provided he has given GA-ATS a reasonable period for fulfilling the Order. Payments made by the Customer for Services not performed shall be refunded if the Order is withdrawn by Customer or GA-ATS. Other claims of Customer are excluded.

In case GA-ATS fails to meet an agreed date for reasons not attributable to GA-ATS, such date shall be reasonably postponed, at least for the duration of the reason for GA-ATS's delay. GA-ATS shall not be in delay in particular if Customer does not provide a sufficiently authorized representative for acceptance or in case of late payment, failed support or defaulted response by Customer.

4. Inspection, Acceptance

4.1 In case acceptance of Services is afforded pursuant to agreement or to statutory law, Customer shall inspect such Services on his own cost and start this inspection within 3 working days upon receipt of the NAR. Customer may not refuse to declare acceptance in case of defects by which the operability of the Part/Service in question is not affected, or insignificantly affected.

4.2 In case Customer fails to start the inspection within 8 calendar days upon receipt of the NAR, acceptance shall be deemed to have been declared without reservation, provided Customer has expressly been referred to this legal effect. Acceptance shall be deemed to have been declared without reservation in any case when Customer puts into operation, without reservation, the object upon which the Service in question has been performed, in particular when such object, to Customer's knowledge, is removed from GA-ATS' premises, except for local acceptance flights.

4.3 The provisions above shall not affect the risk for Customer to be in default prior to expiry of the period as per Sect. 4.2. The responsibility for technical the condition, precaution and, if applicable, for sustaining airworthiness of the object in question, as well as the risk of loss or damage to the object shall pass to Customer (i) as soon as the period pursuant to Sect. 4.2 has expired, or (ii) in case Customer leaves the object on GA-ATS' premises after acceptance, or (iii) in case GA-ATS has stopped working on the object due to Customer's delay of payment. In such cases (i) GA-ATS shall be obligated to supervise and/or store/park the object only upon express prior agreement in writing; (ii) GA-ATS shall solely be liable for loss of or damages to the object when caused by willful act or gross negligence GA-ATS; and (iii) Customer shall compensate GA-ATS for all expenses and efforts reasonably incurred.

5. Defects in quality or title (Warranty)

5.1 GA-ATS' responsibilities under law for defects in quality or title shall be restricted or modified as follows:

5.1.1 In case of a defect, GA-ATS may choose - considering Customer's justified interest - to cure such defects by repair, replacement or rework. A rectification of defects shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the item or the defect or other circumstances indicate otherwise.

5.1.2 In case GA-ATS delivered new Parts or provided MRO services, claims due to defects shall be subject to a limitation period of 12 months. The limitation period for Exchange Parts shall be equal to the period granted by the respective supplier.

5.1.3 Customer may not eliminate the defect by own or third party resources and claim reimbursement of expenses.

5.1.4 Customer shall ship a defective Part for inspection to the place indicated by GA-ATS (DDP, INCOTERMS 2020), and, upon notice by GA-ATS, pick it up from the place indicated by GA-ATS (EXW, INCOTERMS 2020). All shipping cost and risk to that regard shall be borne by Customer. In case GA-ATS confirms a Part or Service as being under warranty, GA-ATS will compensate such shipping cost to Customer.

5.1.5 Claims for damage compensation are exclusively governed by Sect. 7. below.

5.2 **WARRANTY CLAIMS ARE EXCLUDED:**

(a) for Parts not manufactured by GA-ATS. GA-ATS's warranty claims, if any, against the respective manufacturer or supplier will be assigned to Customer. If rectification by the respective manufacturer or supplier is not successful, such rectification will be performed by GA-ATS pursuant to Section 5.1 above;

(b) in case Customer (i) has failed to inspect the delivered Part in due time with respect to its faultlessness and completeness, or (ii) has failed to inform GA-ATS about any discovered defects without undue delay. In case of such failure the Part shall be deemed accepted without reservation, unless the defect could not be discovered by due inspection. Defects discovered later shall be notified to GA-ATS without undue delay; otherwise the Part shall be deemed as wholly accepted. Any notice of defect to GA-ATS shall be in writing with description of the defect as detailed as possible. § 377 HGB (German Commercial Code) shall apply accordingly;

(c) in case the defective Part is not returned to GA-ATS within 4 weeks after reporting the defect to GA-ATS;

(d) in case the defect is due to normal wear and tear, force majeure, improper or negligent handling, excessive stress, nonobservance of legal provisions or of technical or operating instructions;

(e) for used Parts; such restriction shall not apply if GA-ATS has expressly guaranteed certain characteristics of the Parts;

(f) for recertified Parts and Exchange Parts to the extent as the respective manufacturer or supplier is not obliged to grant warranty;

(g) for Customer Parts.

5.3 In principle, defects will be rectified at GA-ATS' premises. GA-ATS reserves the right to rectify the defect at the location of the defective Part.

6. Handling of "Third Party / Manufacturer Warranties"

In case GA-ATS processes warranty claims for Customer toward third parties (e.g. manufacturers, suppliers), Customer's obligation to compensate GA-ATS' efforts first shall remain unaffected. Payments, if any, made by such third parties will then be reimbursed to Customer.

7. Liability

7.1 GA-ATS shall compensate for damages and expenses (referred to jointly as "Claims for Damages"), based on whatever legal ground, including infringement of duties arising in connection with an Order or by tort, solely in case of (i) mandatory liability of GA-ATS, e.g. under the German Product Liability Act ("Produkthaftungsgesetz"), (ii) intent, gross negligence, injury of life, body or health, or (iii) breach of a material obligation ("Material Default"). However, Claims for Damages arising from Material Default shall be limited to the foreseeable damage intrinsic to the Order, unless caused by intent or gross negligence or based on liability for injury of life, body or health. Claims for delay of Services are exclusively governed by Sect. 3 above. Aforesaid stipulations on liability shall apply also to any personal liability of GA-ATS's directors, employees and auxiliary persons.

7.2 Claims for Damages of Customer are subject to a limitation period of 12 months except for Claims for Damages resulting from willful misconduct or based on German Product Liability Act, where the statutory limitation periods shall apply.

7.3 The above provisions in this Sect. 6 shall not imply a change in the onus of proof to the detriment of Customer.

7.4 Customer shall immediately notify GA-ATS about any damage and loss for which GA-ATS shall be held liable and - upon request - to allow GA-ATS a damage survey.

8. Rescission

In case of a default not attributable to GA-ATS, Customer's right to rescind the contract is excluded. This shall not apply in case of a defect in quality or title of Parts or Services provided by GA-ATS. Sect. 3.3 shall remain unaffected. In case an impediment of delivery or performance due to force majeure should last more than 180 calendar days, each party may, after expiration of said period, terminate the Order with immediate effect.

9. Force Majeure

9.1 Each Party shall not be held responsible for failure to perform or for delay in performing any contractual obligation if such failure or delay is due to unforeseeable events beyond their reasonable control, whether arising from natural causes or human agency ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, pandemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of GA-ATS's source of supply, shortage in material or energy, acts, orders or priorities of any aviation authority or government (e.g. non-issuance of an export license or non-approval of service deliveries as well as the withdrawal of such an export authorization), as well as embargo and export sanctions.

9.2 The Party affected by Force Majeure shall notify in writing the other Party within two weeks following the occurrence of any event of Force Majeure citing this Section in said notice, and shall supply all relevant information about its effects on the performance of that Party's contractual obligations.

9.3 Unless mutually agreed in writing, the Party unable to perform due to Force Majeure shall be temporarily excused from performance while the incident of Force Majeure is occurring, and be obligated to perform as soon as the incident ends. Such Party shall not be subject to damage claims.

9.4 In case the duration of Force Majeure exceeds 6 months, the Parties will negotiate, and each Party shall have the right to terminate this Agreement with immediate effect. In case of such termination contractual obligations performed shall be remunerated; remuneration already paid without receipt of the full consideration shall be refunded, however reduced by the accrued cost and expenses incurred by the other Party through the contractual obligations performed so far.

10. Retention of Title, Lien, Right of Retention

10.1 Until GA-ATS' Services are fully paid - including compensation for default - GA-ATS retains title to all Parts delivered to Customer ("Retained Parts"). Retention of title shall apply to all undisputed claims resulting from GA-ATS's business relationship to Customer. GA-ATS shall, upon Customer's request, release Retained Parts and/or collaterals to the extent their value exceeds all claims to be secured but not yet settled by more than 20%.

10.2 Customer shall, for the term of the retention of title, keep safe any Retained Parts, maintain them, insure and protect them against fire, water, damage and all other risk, as well as take all reasonable measures to

secure GA-ATS' title of property. Sale, treatment, processing, pledging, chattel mortgaging or any other act of disposal of Retained Parts are prohibited except with prior written approval by GA-ATS. In case any Retained Parts are drawn upon by a third party (e.g. by seizure), Customer shall advise such third party about the retention of title, and immediately notify GA-ATS of such event.

10.3 With regard to all claims resulting from GA-ATS' business relationship to Customer, even if accrued but not yet due, GA-ATS shall have a right of retention as per §§ 369 ff. HGB, as well as a contractual lien over all objects of which GA-ATS has taken possession (pursuant to § 369 Abs. 1 HGB) under any Order with Customer. In case such lien should require additional legal action for its validity (e.g. registration), Customer shall fully cooperate to have such actions executed.

11. Customer's Obligations

11.1 Customer shall perform all its duties of cooperation, support, response and notification imposed by contract or statutory law ("Support Provisions") in due time, completely, and on its own cost and risk. This includes, without limitation, the transmission of "Certifications of the Entry of Goods" according to EU law as well as of all information, data and documents (e.g. according to relevant Customs and Export Laws or Air Laws) which GA-ATS requires for performance of its Services.

11.2 Customer shall keep itself informed at all times about applicable national and international export regulations (e.g. ITAR) regarding its Support Provisions, and shall notify GA-ATS immediately in writing if the Support Provisions are subject to these regulations in whole or in part. Customer shall comply with all applicable export regulations and disclose to GA-ATS on request all relevant information for this purpose.

Unless otherwise agreed in writing, Customer shall take all measures required to obtain further official authorizations or licenses needed for the Support Provisions and their use by GA-ATS as provided in the Order. Where GA-ATS has to apply for such authorizations or licenses, Customer shall provide GA-ATS with all appropriate support, particularly for the procurement of needed information and data, at no charge to GA-ATS.

Where applicable, Customer shall provide, no later than at the time of conclusion of the Order, and at no charge to GA-ATS, the following minimum information:

- The customs tariff numbers of the country of consignment, and the countries of origin for all provided goods;
- For controlled Support Provisions, the relevant national export control numbers and, if the goods and/or services are subject to U.S. (re-)export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR);
- Proof of preferential origin as well as conformity declarations and marks of the country of consignment or destination; certificates of origin upon request.

11.3 In case Customer may provide Customer Parts to GA-ATS (see Sect. 1.4), such provision shall be made on Customer's own cost and risk (DDP Sonderflughafen Oberpfaffenhofen, Incoterms© 2020), with all necessary documentation, and early enough so GA-ATS is able to perform its Services in time. GA-ATS may decline Customer Parts at any time, even after their delivery or implementation, and for any reason, in particular due to Air Law or to quality reasons. Customer shall indemnify GA-ATS from all claims pertaining to Customer Parts, unless caused by willful act or gross negligence on the side of GA-ATS, and compensate GA-ATS for all costs and expenses incurred. Within 1 month after completion of an Order Customer shall notify GA-ATS how to handle all Customer Parts and removed Parts which were left at GA-ATS (shipping to a place named by Customer, or storage at GA-ATS' then valid rates, or scrapping), with all costs incurred to be borne by Customer.

11.4 In case Customer is in delay of (i) acceptance, or (ii) responding to an additional work order or Status Report, or (iii) relocation or pick-up of an aircraft or Part, or in case Customer is in breach of any duty under Sect. 11.1 above, GA-ATS shall be entitled to compensation of all damages and expenses incurred. If GA-ATS demands compensation in this respect, this shall amount to EUR 2,500 per day or part thereof. The compensation shall be set higher if GA-ATS proves higher damages. All further rights are reserved.

12. Compliance and Security Statement

12.1 Each Party (i.e. GA-ATS and Customer individually) undertakes to comply with all relevant applicable laws, including, but not limited to

competition laws, antitrust laws, employment and child protection provisions (e.g. regarding conflict commodities), the prohibition of human trafficking and with the Basic Agreements of the International Labour Organization, the laws against counterfeiting as well as the laws for the protection of environment and health (e.g. guidelines like REACH and RoHS).

12.2 Customer shall comply with the current code of conduct for business partners of GA-ATS, which will be provided upon request.

12.2 Each Party undertakes not to accept monetary gifts or other preferential treatments against unjustified benefits. Each Party also undertakes to comply with the OECD Anti-Bribery Convention of 17 December, 1997.

12.3 Each Party shall bind its employees, auxiliary persons, subcontractors and suppliers by contract to observe the provisions under this Sect. 12.

12.4 In case of non-compliance with this Sect. 12, the other Party may claim a contractual penalty per case of infringement of 10 % of the relevant Order, but not more than EUR 50,000.00. Any penalty amount shall be deducted from any claim for damages caused by the corresponding infringement. Any penalty shall not free each Party from its contractual and legal obligations.

12.5 The Customer confirms that he has, has applied for or will apply for the status of an authorized economic operator (AEO/AEO) with the AEO S or AEO F certificate.

Customers who do not currently meet the above requirements undertake to comply with the following AEO requirements:

a. that goods produced, stored, transported, delivered to or accepted by Authorized Economic Operators (AEO) on behalf of AEOs;

- are produced, stored, handled, processed and loaded at secure premises and secure transshipment points;
- are protected against unauthorized access during production, storage, processing, loading and transport;

b. that only reliable personnel are used for the production, storage, processing, loading, transportation and acceptance of such goods;

c. that business partners acting on behalf of the supplier are informed that they must also take measures to secure the above-mentioned supply chain.

The Customer is obliged to inform GA-ATS immediately and without prior request of any changes that are relevant with regard to the safety requirements in accordance with the AEO. The Customer shall be liable for all foreseeable, contract-typical damages resulting from non-compliance with the requirements of the AEO, shall indemnify GA-ATS in the event of claims by third parties and shall reimburse GA-ATS for fines and other costs arising from the facts of the case on first demand.

13. No (Re-)Export to Russia

13.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

13.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 13.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

13.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 13.1.

13.4 Any violation of paragraphs 13.1, 13.2 or 13.3 shall constitute a material breach of an essential element of this Terms, and GA-ATS shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of the Agreement; and
- (ii) a penalty of 5% of the total value of the Agreement or price of the goods or parts exported, whichever is higher.

13.5 The Customer shall immediately inform GA-ATS about any problems in applying paragraphs 13.1, 13.2 or 13.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 13.1. The Customer shall make available to GA-ATS information concerning

compliance with the obligations under paragraph 13.1, 13.2 and 13.3 within two weeks of the simple request of such information.

14. Foreign Trade Law

14.1 The contract is subject to the condition that applicable national or international foreign trade law - in particular export control or customs regulations, including embargo regulations and sanctions lists - (hereinafter referred to as "applicable foreign trade law") does not prohibit or restrict its fulfillment.

14.2 The Customer shall comply with the applicable foreign trade law with regard to his contractual obligations and the provision of materials. In particular, the Customer shall obtain the necessary authorizations if he is responsible for this under the applicable foreign trade law.

14.3 The Customer shall inform GA-ATS in writing as early as possible - but at the latest before delivery - of all information and data that GA-ATS requires in order to check and comply with the applicable foreign trade law. The Customer shall inform GA-ATS separately in writing whether the goods, parts or preliminary products provided, to be provided or to be delivered by the Customer originate from a country (in particular produced there or exported from there) against which the Federal Republic of Germany or the European Union has or have imposed an embargo (this applies in particular to Russia). This duty to inform must be immediately and already exists before the conclusion of a contract with GA-ATS and lasts until the complete fulfillment of the performance obligation by GA-ATS.

14.4 The above obligations and/or rights only apply if and insofar as they do not violate EU law (cf. in its current version: Council Regulation (EU) No. 2271/96 of 22 November 1996 on protection against the effects of the extraterritorial application of legal acts adopted by a third country and of measures based thereon or resulting therefrom) and/or German law (cf. in its current version: Section 7 of the German Foreign Trade Regulation - Außenwirtschaftsverordnung-).

14.5 The Customer indemnifies GA-ATS against all third-party claims - including official fines - and is liable to GA-ATS for any damages incurred by GA-ATS due to incorrect or unsuccessful fulfillment of the obligations, unless the Customer proves that he is not responsible for the breach. The scope of the damages to be compensated also includes the reimbursement of all necessary and reasonable expenses that GA-ATS incurs or has incurred, in particular the costs and expenses of any legal defense.

15. Data protection

Each Party may have access to personal data (for example names, functions, business units, contact details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with an Order. The Parties agree that they act as independent controllers in relation with such Personnel Data. Personnel Data may be processed only in accordance with applicable law, applying appropriate security measures (e.g. technical and organizational measures), and only in order to enter into and perform the Order 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 Personnel about the processing of Personnel Data by the respective other Party, in accordance with applicable law. Additional details about GA-ATS's data processing are set out in GA-ATS's privacy notices (see www.ga-ats.com/en/privacy).

16. Assignments, Pledging

Each Party may transfer or assign the Order as a whole, or any right or obligation under the Order only upon the prior written approval of the respective other Party. Notwithstanding the aforesaid, GA-ATS is always allowed to assign any right or obligation to another company of the General Atomics Group without Customer's approval. Customer may not assign nor pledge any of his claims against GA-ATS without GA-ATS's prior written approval.

17. Applicable Law, Jurisdiction

17.1 The laws of the Federal Republic of Germany, to the exclusion of the German and European International Private Law (Conflict of Laws Provisions) and of the United Nations Convention on Contracts for the International Sale of Goods, shall exclusively apply to all Orders as well as to

any right and obligation arising out of, or in any way connected with an Order.

17.2 Any legal action, suit or proceeding arising out of, or in any way connected with an Order (including Competition and Antitrust Law) shall be instituted in the courts of Munich, Germany (Landgericht Muenchen II). GA-ATS is entitled to institute legal actions, suits and proceedings at Customer's place of business or before any other court of competent jurisdiction under domestic or foreign law.