

GENERAL TERMS AND CONDITIONS OF PURCHASE OF HECKLER & KOCH GMBH

The following provisions apply to all enquiries and purchase orders we issue from 01.06.2018

I) General, Scope of Application

- 1) The order comes into existence exclusively with the content of the purchase order from Heckler & Koch GmbH (hereinafter referred to as "HK") and the following Terms and Conditions of Purchase. These are considered to be an integral part of the contract which we will conclude with our Suppliers regarding the deliveries or services offered by them. As well as order confirmation, order implementation, in particular the delivery or partial delivery or receipt of a payment or payments, shall be considered as approval of these Terms and Conditions of Purchase.
- 2) The General Terms and Conditions of the Supplier apply only if we expressly accept them in writing. Different or conflicting conditions of the Supplier which we have not expressly acknowledged in writing shall not apply, even if we do not expressly object to them individually or accept or pay for the goods without reservation.
- 3) The Supplier may not subcontract the entire or essential provision of services without our prior written consent.
- 4) For the terms "order" and "purchase order", "delivery item", "product", and "goods", reference to the singular includes a reference to the plural and vice versa.
- 5) All agreements reached between the Client and the Contractor for the purpose of executing this agreement must be in text form. Verbal agreements shall only be valid if they are expressly confirmed in text form.
- 6) These Terms and Conditions of Purchase shall also apply for all future business with the Contractor.

II) Purchase Orders and Orders

- 1) The order materialises either thanks to the purchase order from HK on the basis of a binding offer from the Supplier or thanks to a purchase order from HK and the acceptance of the order by the Supplier. If an order confirmation is required in the purchase order, the order is issued as soon as we have received the purchase order, with its content unchanged, by e-mail or fax. This also applies to other agreements. All quotations must be free of charge and binding for the Supplier. If the order confirmation differs from the purchase order, HK is only bound to the offer if HK agrees to the deviation in text form.
- 2) If our quotation requests (purchase order/s) don't contain a binding period, we adhere to a period of two weeks from the date of the request. Receipt of the acceptance declaration by us is decisive for punctual receipt. If we do not receive the order confirmation within this period, we reserve the right to withdraw from the order without any further obligation.
- 3) In the offer, the Supplier has to adhere to the order exactly in terms of quantity and quality and in the event of deviations, request our purchase order in advance in writing with express reference to our purchase order. As part of their duty of care, the Supplier warrants that they will manage the manufacturing process of the delivery item, including through a careful selection and supervision of its staff, in such a way that the possibility of even unintended adverse deviation from the intended characteristics of the delivery item is excluded.
- 4) We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notice with a deadline of at least fourteen calendar days before the agreed delivery date. The same applies to changes in the product specifications so long as these can be implemented by the Supplier under the Supplier's normal production process and without significant extra effort. We will reimburse the Supplier for the additional costs resulting from the alteration, so long as these costs are proven and reasonable. If such changes lead to delays in delivery which, under the Supplier's normal production and business operation, cannot be avoided with reasonable efforts, the originally agreed delivery date will be pushed back accordingly. The Supplier shall notify us in writing of any expected additional costs or delays, which must be carefully estimated. The Supplier must notify us in good time prior to the delivery date, but no later than three working days after receipt of our notice.

III) Delivery Times and Transfer of Risk

- 1) The applicable delivery time specified in the purchase order or the delivery time otherwise in accordance with these General Terms and Conditions of Purchase (delivery date or period) is binding and is understood to mean the time of arrival at the agreed place of delivery. Deliveries ahead of time, as well as partial, excess or short deliveries shall only be permitted with our prior written consent, where any legal claim of the Supplier to that consent is excluded. Subject to differing agreements in the purchase order, the delivery time begins with the date the purchase order is issued. Decisive for the observance of the delivery time is the complete receipt of goods at our premises or at the agreed place of delivery.

Proper receipt of goods includes, if necessary, the transfer of materials for carrying out product and quality testing, test logs, operator's manuals, Technical Terms of Delivery or other documents.

- 2) Changes must be indicated to us immediately, stating the reasons. If the day on which the delivery has to take place at the latest can be determined on the basis of the contract, the Supplier falls behind with delivery at the end of that day without requiring a reminder on our part. If delivery times are not maintained for reasons for which the Supplier is responsible, we are, in addition to the enforcement of legal claims (withdrawal, claim for damages) entitled to claim a contractual penalty under abatement of any existing statutory claims. This amounts to 1% of the net invoice value for the delayed delivery per commenced calendar week up to a maximum of 5% of the net invoice value for the delayed delivery. If, in our opinion, the delayed delivery shall result in a significant danger of jeopardising deadlines for our own obligations, we are entitled to cancel the order, claim for a replacement and, if necessary, claim for additional costs. The acceptance of late deliveries or services shall not constitute a waiver of claims for compensation.
- 3) If the delivery date is not maintained due to force majeure or circumstances through no fault of the Supplier, HK is entitled, according to a prior written deadline, to withdraw from the contract, either in whole or in part, or to delay the delivery to a later point in time. The Supplier must prove the existence of these circumstances.
- 4) Even if dispatch has been agreed, the risk is only transferred to us when the goods are handed over to us at the agreed place of delivery. The Supplier must take out adequate transport insurance at their own expense.
- 5) If delayed delivery results in obligatory fast freight, airfreight or express charges, the Supplier shall pay for these. Additional costs as a result of shipment to a shipping address other than the one specified are to be borne by the Supplier.
- 6) The Supplier is obliged to take reasonable care when packaging all deliveries and to label all deliveries with handling and loading instructions and freight information. In the event that HK so desires, the Supplier shall, at its own expense, ensure proper recovery and recycling of packaging in accordance with the existing laws, in particular the Closed Substance Cycle and Waste Management Act as well as the Packaging Ordinance. Deliveries which usually require assembly or installation shall be installed by the Supplier ready for operation at the place of performance and will be checked for their functionality. The risk is transferred only upon our written acceptance of the installed delivery.

IV) Models and Drawings; Resources Created by the Supplier

- 1) We retain the ownership and/or copyright to purchase orders and orders submitted by us as well as to illustrations, drawings, calculations, descriptions and other documents given to the Supplier for submitting the quotation or for implementing the order (hereinafter referred to as "Resources"). The Supplier must not make these accessible to third parties without our prior express written consent or use or reproduce them or have them used or reproduced by third parties. In the absence of an alternate agreement, the Resources must be returned to us or copies thereof must be destroyed after termination of the order; the exception to this is in the case of any statutory retention obligations, as well as the storage of data for backup purposes as part of normal data backup. The Supplier shall be liable for the loss or misuse of Resources mentioned above. As long as the Supplier is in possession of the Resources, the Supplier is obliged to insure our Resources against fire and theft. This must be at no extra cost for us.
- 2) If Resources are created by the Supplier and are paid for by HK directly in whole or proportionately in the partial price, these must be delivered in a usable condition and, in the case of complete or percentage majority payment by us, must be delivered to us after termination of the order. Resources which we have been wholly or mostly paid for by us are our property and may only be used for our purposes.

V) Delivery Notes, Payment Terms and Conditions and Invoices

- 1) Our order number, the order date, the item number (ident. no.), delivery quantity and weight (gross and net), supplier number, supplier name and delivery address must be indicated on all order confirmations, delivery papers and invoices. Should one or more of these details be missing and therefore as part of our normal course of business processing is delayed by us, the payment periods mentioned in Article V, paragraph 4 shall be extended by a period equal to the length of the delay. Delivery must take place at the delivery address specified by us (place of performance).
- 2) The price shown in the purchase order is binding (fixed price) and in the absence of an alternate written agreement, includes the costs for delivery and transport to the place of performance as well as packaging.
- 3) Invoices shall be sent in duplicate stating the order number, order date, the number of the delivery note as well as the supplier number, quantity and exact description of the goods delivered. The invoice must be sent after the delivery and sales tax must be shown separately. If the ordered goods are products which originate from the United States, this must be indicated by the Supplier.

- 4) Payments shall be made by post or bank transfer. Payment shall be deemed made when our financial institution receives our instruction to pay.
 - a) If no special provisions concerning the payment conditions are made in the purchase orders, the payments are made as follows: with a 3% discount if paid within 14 days after receipt of the goods and invoice, a 2% discount if paid within 30 days or no discount if paid within 60 days. Our bank receiving our transfer order is sufficient for deciding the timeliness of payments owed by HK. In the event of default in payment, we owe interest on arrears pursuant to Sec. 247 of the German Civil Code (BGB).
 - b) Payment shall be deemed made when our financial institution receives HK's instruction to pay. Our payments do not imply recognition of the conformity of the service or correctness of the invoice. The warranty rights to which we are entitled are not affected.
 - c) The payment process is executed in the weekly payment cycle. Liabilities which become due within 3 days after the respective payment process are settled too. HK will also claim the agreed discount conditions if payment within these changed modalities is delayed to the payment date following the discount due date.
 - d) Contractual advance payments are only paid after receipt of a corresponding bank guarantee.
 - e) With a mutual business relationship, we shall be entitled to set-off against counter-claims to the extent permitted by law.
 - f) Assignment and transfer of rights and obligations of the Supplier outside the scope of application of Sec. 354a of the German Commercial Code (HGB) are excluded. The Supplier is not permitted to surrender its claim against us without our written permission.
 - g) We shall be entitled to set-off and retention rights to the extent permitted by law. In particular, we shall be entitled, in the event of a notice of defects, to withhold due payments to a reasonable extent.
 - h) The Contractor is obliged to state the order number of the Client on all invoices, shipping documents and delivery notes. Any payment periods shall begin to run only when an appropriate invoice by the Contractor which complies with the provisions of clause 1, as well as the principles of Sec. 14 German Value Added Tax Act (UStG) is received by the Client. The invoice must include a detailed list of the services provided. The Client can only process invoices under this condition. The Contractor is responsible for all consequences of non-fulfilment of this obligation unless they can prove that they were not responsible for the non-fulfilment.

VI) Acceptance

Notwithstanding any advance payments on our part, acceptance occurs by explicit declaration by HK. The manner of the incoming inspection of the goods is carried out taking into account the deadlines mentioned under Article VIII para. 3 at our discretion (for example, through sampling). In case of exceeding the permissible quality values, we reserve the right to reject the complete delivery.

VII) Reservation of Title, Offsetting and Assignment, Right of Retention

- 1) Reservations of title of the Supplier shall apply only insofar as they relate to our payment obligation for the respective products to which the Supplier has the reservation of title. In particular, extended or prolonged reservations of title are inadmissible.
- 2) The Supplier is only entitled to offsetting against claims from HK or to asserting a right of retention if and to the extent that its claim is undisputed or is legally recognised. We shall be entitled to set-off and retention rights to the extent permitted by law.
- 3) The Supplier is not entitled to cede to a third party its claims arising from the contractual relationship outside the scope of application of Sec. 354a HGB. This shall not apply in so far as it relates to monetary claims.
- 4) In the event of the assertion of claims for defects in accordance with Article VIII, we are entitled to withhold payments to an extent reasonable in relation to the defects complained of.

VIII) Warranty and Guarantee

- 1) The Supplier guarantees that the delivery or service corresponds to any otherwise agreed characteristics, requirements and usage purposes in any drawings, plans, specifications and designs. If, as part of the purchase order, copyrighted rights of use and other intellectual property rights arise for the services provided by the Supplier or other work results, these are transferred to HK upon their coming into existence, free of charge and without further condition. In particular, we are entitled to reproduce, transmit, publish, modify or otherwise process these without further consent. In the case of delivery of standard software, the Supplier grants HK and companies directly or indirectly affiliated with us the non-exclusive, sub-licensable right, unlimited in terms of time and content, to use the software named in the purchase order on the systems or hardware named there and for the customers stated.
- 2) In case of defects, we are unconditionally entitled to the statutory claims, unless the Supplier grants HK a longer guarantee or warranty. This begins from the date of final acceptance or, if the final acceptance has been brought forward, it begins from delivery and setup or from the beginning of proper use. This limitation period also applies to repaired or newly delivered parts. If the Supplier checks, with our consent, the existence of a defect or if they remedy a defect, the expiry of the limitation of warranty claims, starting with the date of receipt of the notice of defects with the Supplier, shall be put back until the Supplier finally provides us with the result of the check, or declares the defect remedied or refuses continuation of the remedying.
- 3) Deviations in quality and quantity are notified in a timely manner if we notify the Supplier within 14 working days of us receiving the goods. In any case, hidden defects are notified in a timely manner if the Supplier is notified within 14 working days after the discovery of the defect. The acceptance or approval of designs or samples submitted shall not constitute a waiver of warranty claims.
- 4) The Supplier guarantees the fulfilment of warranty claims which only result during processing, even after the deadline mentioned under Article VIII Paras. 2 and 3.
- 5) The receipt of our written notice of defects with the Supplier puts back the limitation of warranty claims until the Supplier rejects our claims, declares the defect remedied or otherwise refuses the continuation of negotiations on our claims. In the case of a replacement delivery and removal of defects, the warranty period for replaced and repaired parts begins again unless the behaviour of the Supplier causes us to assume that the Supplier did not feel obliged to take this measure, but carried out the replacement or remedying of defects as a gesture of goodwill, or for similar reasons.
- 6) For quality and durability warranties, the statutory regulations of Sec. 651, 443 BGB shall apply.
- 7) The remedying of defects is a subsequent performance, whereby our legitimate interests in the choice between immediate rectification of a defect and free replacement delivery from the Supplier should be allowed for, so long as this would not lead to demonstrably unacceptable results taking into account Sec. 439 Para. 3, Sec. 635 Para. 3 BGB. The costs of subsequent performance, in particular travel and transport costs, shall be borne by the Supplier. If defects cannot be remedied, or if further remedying attempts/replacement deliveries are not reasonable for us due to the threat of loss, we are entitled to a reduction of the price, permanent cancellation of the order and, if necessary, claims for damages. In addition, the statutory provisions apply. In urgent cases, we shall also be entitled to carry out these repairs or restoration work ourselves against reimbursement of costs, or to procure replacement ourselves without requiring a prior deadline. An urgent case within the meaning of this provision is when enacting our own contractual obligations to mitigate the damage is urgently needed after due consideration.

IX) Product Liability, Product Monitoring Obligation

- 1) The Supplier is responsible for all claims asserted by third parties due to personal injury or property damage that can be traced to a faulty product they have supplied and is obliged to indemnify us from the resulting liability. If, due to a defect in a product supplied by the Supplier, we are obliged to carry out a recall campaign against third parties, the Supplier shall bear all associated costs.
- 2) The Supplier is obliged to take out, at its own expense, a product liability insurance policy with coverage appropriate for the sum of the order. Unless otherwise expressly agreed, the insurance does not need to cover recall risk or criminal or similar damages. The Supplier shall send us upon request a copy of the liability policy.
- 3) If the Supplier receives information in connection with the goods which – irrespective of the reason – gives cause for doubt as to its marketability or product safety, they are obliged to immediately inform us without restriction. If the Supplier is not also the manufacturer, they guarantee the disclosure of and compliance with this obligation to their previous sellers up to the manufacturer.

X) Liability and Damages

- 1) If we incur costs as a result of defective delivery of the subject matter of the contract, in particular transport, travel, labour and material costs or costs for an incoming goods inspection which exceeds the usual scope, the Supplier shall bear these costs. In addition, in the absence of guaranteed characteristics we can claim damages for non-performance.

- 2) We are also entitled to assert claims for damages due to non-fulfilment, as well as damages caused by defects, so long as this is legally permissible. We will also make claims for damages for all disadvantages that accrue for us through delivery which is not compliant with the order, failure to comply with these Terms and Conditions of Purchase, improper packaging and returning the defective delivery. The Supplier shall pay HK expenses which we had to bear in relation to our customer if they make a claim against us for reimbursement of the expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs. The expenses shall be paid on first request and upon submission of the appropriate documentation. If a third party claims damages from us under mandatory law, the Supplier must indemnify us on first demand to the extent to which the Supplier is directly liable. It is expressly stated that contractual penalties may be asserted against HK due to a delayed or defective delivery. To cover the damages, the Supplier will take out appropriate insurance with a coverage amount of at least EUR 5 million.
- 3) The Supplier is responsible for ensuring that the use or resale by HK of the products delivered by them does not damage the property rights of third parties in countries of the European Union or other countries in which they manufacture the products or have them manufactured. The Supplier is obliged to indemnify us from all claims made by third parties against us due to the violation of property rights and to reimburse us for all necessary expenditures as part of this claim. This right is independent of any fault of the Supplier. Our further statutory claims due to defects of title in products delivered to us shall remain unaffected. With regard to defects of title, a limitation period of 10 years shall apply.

XI) Right of Rescission, in Particular due to Export Law Infringements as well as REACH Materials

- 1) We are entitled to cancel the contract at any time by written declaration stating the reason if we can no longer use the ordered products in our business as a result of circumstances occurring after the signing of the contract. In this case, we will pay the Supplier for the part of the service that has been provided.
- 2) In the event that the Supplier has falsely classified a US part (see Article XII), we are also entitled to withdraw from the contract and claim compensation for damages.
- 3) In the event that the Supplier is not established in the European Union, and during the ordering process informs HK that the goods and their packaging contain materials in the current candidate list of the REACH regulation in a quantity over 0.1% weight by weight or contain a substance according to Annex XIV of the REACH regulation (SVHC materials), HK is entitled to freely withdraw from the purchase order/quotation (see also Article XIV No. 4).
- 4) If the delivery date is not maintained due to force majeure or circumstances through no fault of the Supplier, HK is entitled to withdraw from the contract, either in whole or in part, or to delay the delivery to a later point in time. The Supplier must prove the existence of these circumstances.

XII) Export Law Regulations, Information and Labelling Obligations of the Supplier

- 1) The General Agreement on Tariffs and Trade (GATT) requires importers and exporters to determine and declare the country of origin of goods in accordance with commercial law. This declaration is necessary both for intra-Community transfers for tax declaration as well as for import and export procedures to indicate the country of origin on the customs declaration. Depending on the item concerned, the following must be specified:
 - Statistical goods number of the delivery country (code of the Harmonised System / HS of the World Customs Organisation / WCO);
 - Country of origin according to commercial law (in accordance with the GATT);
 - Country of origin according to free trade agreement, if applicable.

If necessary, the Supplier will provide HK with free additional evidence (Supplier's declaration).

- 2) Deliveries and services in accordance with this contract may be the subject of national and international export control regulations, in particular, in the EU and the USA. The Supplier confirms that they shall observe all relevant export regulations with regard to the use, disclosure, export or re-export regarding their deliveries and services.
- 3) The Supplier is responsible for the proper export of all delivery items from the country of dispatch and is obliged to obtain all necessary approvals in accordance with national and international export control regulations in good time. The Supplier is obliged to state in their quotation, the order confirmation and delivery documents whether or not the object of delivery requires an export license according to the German foreign trade law or the applicable provisions of European law.

If the goods establish their commercial origin in the USA or are subject to US export control regulations:

- 4) The Supplier must inform HK in writing when submitting a quotation of a classification or, if necessary, in the case of subsequent amendment of the classification of delivery items according to the U.S. Export Administration Regulations (EAR) or U.S. ITAR (International Traffic in Arms Regulation) by specifying the ECCN number (Export Control Classification Number) or USML Classification Number (United States Munitions List). The Supplier must disclose whether the object of delivery consists in whole or in part of US parts or was manufactured with a U.S. license. For ITAR, the Supplier must also state whether the contract subject matter/scope of the quotation is considered "Significant Military Equipment" (Sec. 120.7 ITAR) or "Major Defense Equipment" (Sec. 120.8 ITAR).
- 5) The Supplier and HK shall jointly determine the scope of the licence requested. In addition, the Supplier shall explain to HK in writing obligations to be observed according to EAR or ITAR and if necessary, clarify existing restrictions on the (re-)sale of the delivery item. The Supplier is aware that in the event of a deviation between the licence and the details of the end user ("*end use*"), they are responsible for the damages incurred by the delay.
- 6) ITAR goods or EAR goods must be clearly identified as such by the Supplier. In the event that the Supplier transfers technology, they have to identify it with the registration number of the Technical Assistance Agreement and a reference to prior licence when it is passed on to third parties.

XIII) Confidentiality and Data Protection, Supplier Audit

- 1) The Supplier is obliged to treat all information and documents (with the exception of publicly available information) provided as part of the business relationship with HK confidential for a period of 5 years after conclusion of the contract and to only use such information and documents for the execution of the order. Once enquiries have been answered and orders have been processed, the Supplier shall, if requested, immediately return or demonstrably destroy the information and documents. This also applies for the business relationship itself.
- 2) The Supplier shall impose similar obligations upon the persons entrusted with the performance of the contract as well as their sub-contractors.
- 3) We are entitled to have a quality audit on the goods earmarked for us at any time at the Supplier's production facilities. The quality audit shall assess the effectiveness of the quality assurance measures for the production of the goods and will be carried out by authorised representatives. In the case of orders which are subject to a goods inspection by the goods inspection authority of the Federal German Armed Forces "Bundeswehr", the Supplier will allow the inspector to see the manufacturing and testing documentation including production monitoring. Costs for this may not occur. Should subcontractors be commissioned for the fulfilment of the contract, the Supplier must ensure that the content in this section is also agreed with the subcontractor. The Supplier also agrees to regular supplier audits conducted by experts appointed by us. The subject-matter of the supplier audits encompasses everything relevant to the supply relationship. If the Supplier receives information in connection with the goods which – irrespective of the reason – gives cause for doubt as to its marketability, they are obliged to immediately inform us without restriction. If the Supplier is not also the manufacturer, they guarantee the disclosure of and compliance with this obligation to their previous sellers up to the manufacturer.

XIV) Environmental Legislation, REACH Compliance and Information Obligations/RoHS

- 1) With regard to the goods and packaging delivered to HK, the Supplier agrees to comply with all applicable environmental legislation, in particular the REACH regulation (Council Regulation (EC) No 1907/2006, taking into account the current amending regulations in the current version) together with the reference standards and annexes referred to therein. In particular, the Supplier assures that the delivered goods and the packaging contain no materials in the current candidate list of the REACH regulation in a quantity over 0.1% weight by weight and contain no substances named in Annex XIV of the REACH regulation (SVHC materials). The Supplier is obliged to (pre-)register all substances supplied to HK itself or through previous suppliers, if registration obligations under REACH affect the Supplier and if HK has been made aware of the registration number. If the Supplier is not subject to registration under the REACH regulation, the Supplier shall oblige its previous suppliers to comply with their obligations under REACH. Registration made by the Supplier or its previous suppliers concerning the delivered goods is to be proven to HK in writing, if requested.
- 2) The Supplier will ensure that, if goods or the packaging delivered by them contain substances falling under REACH, these are registered according to the REACH regulation; the Supplier will comprehensively comply with its information obligations toward HK. The Supplier shall be obliged to transfer to HK all information and documentation necessary under the REACH regulation (in particular in accordance with Art. 31 et seq. of the REACH regulation) within the time limits provided for in REACH, or to immediately transfer information from previous suppliers to HK.
- 3) If claims are made against HK by customers, competitors, or authorities due to violation of the REACH regulation, and the claims can be traced back to goods delivered by the Supplier, then HK shall be entitled to request from the Supplier exemption from these claims or the replacement of the damage caused

by the inability to comply with the REACH regulation. The aforementioned obligations shall apply accordingly (with the exception of the registration obligations) if the Supplier is headquartered in a non-EU country. During the order, the Supplier must inform HK if the delivered goods and the packaging contain materials in the current candidate list of the REACH regulation in a quantity over 0.1% weight by weight or contain a substance in accordance with Annex XIV of the REACH regulation (SVHC materials). In this case, HK is free to withdraw from the purchase order/quotation without costs.

- 4) In particular, the Supplier must inform us if a substance from the current candidate list greater than 0.1% weight by weight is contained, or a material under Chapter XIV (SVHC) REACH can be released due to normal and foreseeable use. Especially in the case of SVHC substances, proof of ECHA approval is to be sent to HK.
- 5) Electrical and electronic devices of any category of device, as well as components for these must comply with the substance bans in the EU Directive 2011/65/EC and the implementing laws, regulations, decisions and other provisions. The Supplier must hand over a written declaration of conformity. These devices must have a CE mark and the symbol referred to in Annex IV of the EU Directive 2002/96/EC (WEEE).
- 6) The Supplier warrants that all products meet the requirements of the RoHS Directive 2011/65/EU, in accordance with the above paragraphs 1 and 2. The Supplier must pay all damages and expenses (including costs of legal proceedings) and for all third party claims based on a violation of the RoHS directive for which the Supplier is responsible or which are based on other applicable environmental legislation.

XV) Place of Performance, Applicable Law and Jurisdiction, Partial Invalidity

The place of performance for delivery and payment is HK's headquarters: Heckler und Koch-Straße 1, 78727 Obendorf am Neckar, Germany. The law of the Federal Republic of Germany applies exclusively, to the exclusion of conflict-of-law rules and provisions of the UN Convention on Contracts for the International Sale of Goods. The court of jurisdiction for both parties is Rottweil am Neckar. For the interpretation of the delivery clauses, the currently valid INCOTERMS apply. Should one of the provisions of our General Terms and Conditions of Purchase be legally invalid, the other provisions remain binding. The invalid provision shall be replaced by a provision which comes as close as possible to the legal and economic content of the invalid provision.

XVI) Data Protection

For the purposes of justification, implementation and termination of the contractual relationship, the conducting of supplier audits, processing of purchase orders, receipt of goods and the settlement of payments, HK will collect, process or use personal data of the Supplier or its employees and will process it accordingly to evaluate the justification, implementation or termination of a contractual relationship. We also use any information and personal data to maintain and update our data records or to enable third parties to carry out technical, logistical or other services on our behalf.

In particular, personal data can contain the following information: company name, first name and last name of the Supplier, contract partners – identification number as well as cost centre, payment data, business address and telephone, fax and mobile phone number, e-mail address, delivery methods and adherence to delivery times.

The Supplier agrees to the processing of this data by HK and companies directly or indirectly affiliated with us at home and abroad, such as H&K AG, Heckler & Koch GmbH, Heckler & Koch Management GmbH, NSAF Ltd. (UK), Heckler & Koch France SAS (France), Heckler & Koch Inc. (USA), Heckler & Koch Defence Inc. (USA), Small Arms Group Holding Inc. (USA). HK declares that all data processing takes place in accordance with the applicable data protection provisions, in particular under application of appropriate technical and organisational measures to protect the Supplier's data against misuse, alteration or loss. The Supplier is obliged to inform people in the company's sphere in a suitable way that personal data may be transferred abroad due to the business relationship with HK.

The personal data collected will be deleted, made anonymous or pseudonymous as soon as the purpose of the processing and storage lapses or legal storage and documentation obligations are fulfilled if these obligations arise from, among others, the HGB, tax laws (up to 10 years), the German Civil Code for securing evidence in the case of any statutory limitation provisions (up to 30 years) or as part of the permanent product monitoring obligation.

For information on the Supplier's data processed by HK or to assert rights to the extent allowed by law to correction, restriction, objection, deletion or transferability of personal data, please contact:

Heckler & Koch GmbH

z.Hd. Datenschutzbeauftragter
Heckler & Koch-Straße 1
78727 Oberndorf am Neckar
Germany

E-mail: datenschutz@heckler-koch-de.com

In addition, you have a right to appeal to the data protection supervisory authority.