

## COMPA'S GENERAL TERMS AND CONDITIONS OF PURCHASE

### **1. ACCEPTANCE – ORDER OF PRECEDENCE - MODIFICATION**

This Purchase Order is for the purchase of goods, services, or goods and services described on the face of this document (collectively, "Goods") and is issued by Compa identified on the face of this document ("Compa"). This Purchase Order is deemed accepted upon the earlier of the return of the acknowledgment copy of this Purchase Order or the commencement of performance by Supplier. Compa rejects any additional or inconsistent terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter this Purchase Order and irrespective of Compa's acceptance of or payment for Supplier's Goods. Any order followed by its execution represents the assumption of the Supplier of Compa's General Terms and Conditions of Purchase stated in this document. Any reference to Supplier's quotation, bid or proposal will not be deemed acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade will be used to modify, supplement or explain any term herein. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of this Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of this Purchase Order. All contract documents related to this Purchase Order are to be interpreted together as one agreement. However, if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: a) any selling-purchasing contract; then b) any contract for labor services; then c) the face of this Purchase Order and any supplemental terms included or incorporated by reference; then d) these general Purchase Order provisions; and finally e) other contract documents agreed to in writing by the parties. No change to or modification of this Purchase Order will be binding upon Compa unless in writing, specifically identifying that it is amending this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of Compa. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Purchase Order and any specification, design or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Compa for resolution.

### **2. DELIVERY, SHIPMENT AND PACKAGING**

2.1. Supplier will deliver Goods in accordance with the quantities and delivery dates specified on this Purchase Order or the Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Compa.

2.2. Supplier will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than Compa's fault. If Goods are according to Compa's requirements, Supplier will grant Compa first priority for Goods allocation and shipment. Compa reserves the right to reject, at no expense to Compa, all or any part of any delivery that varies from the quantity authorized by Compa for shipment. Supplier will not make any substitutions without Compa's prior written approval. All items will be packaged in accordance with Compa's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition.

2.3 Any exceptions from Compa's contracts and orders are admitted only after Compa's preliminary approval in writing. Terms and dates established are mandatory. Decisive for respecting the delivery term as well as the delivery date is the date when the products enter into Compa's possession. If the delivery wasn't agreed as EX-WORKS, then the supplier has to provide the products in a useful time taking in consideration the usual time needed for pre-loading and delivery.

2.4 If the agreed terms are not respected due to reasons that belong to the supplier, without being affected by other legal regulations, Compa is entitled according to its decision, that after the passing of a certain period of time in which the supplier is warned with refusal, to retreat from contract, to obtain substitutes from a third party and to pretend damages for not respecting the contract. Compa pretends damages for all the supplementary costs care are created due to the late deliveries or executions made by the supplier. Proceeding with the late delivery or execution of the order doesn't mean dropping out the damage pretends.

2.5 The agreed terms are embarking on. Executing the services before the agreed terms, entitles the Buyer to not take them in possession until their agreed date of delivery.

2.6 When the supplier considers he has difficulties in executing or obtaining a material or if there are situations that interfere and which are not influenced by him, but which will prevent the supplier from delivering on time at the agreed quality, he will have to announce immediately the department that initiated the order.

2.7 For the number of pieces, weights and dimensions the values established by Compa at the check-in control of the products are decisive, under the reserve of another piece of evidence.

2.8 Documents that come with the delivered products will be those that are mentioned in the Contract/Order.

### **3. MAJOR FORCE**

The major force acquits from responsibility the party that invokes it.

Through major force is understood an objective event as: war, revolution, earthquake, fires, and inundations. The party that invokes major force is obliged to inform about it the other party, written, in maximum 5 working days from the major force appearance and prove it through its certification from Commerce and Industry Chamber, in maximum 30 days from its appearance.

The party that invokes major force is obliged to inform the other party, about its cessation within maximum 10 days.

### **4. IMPORT/CUSTOMS COMPLIANCE**

The Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order, Compa reserves the right to terminate this Purchase Order in accordance with the Termination provisions of this Purchase Order. Supplier will be debited for any duties, fees, or freight incurred by Compa due to Supplier's failure to comply with the terms and conditions of this Purchase Order.

The Supplier takes all responsibility and liability for compliance with the export control and economic sanctions law and regulations of the United Nations, European Union, the United States of America as well as all other applicable foreign export control and economic sanctions laws and regulations, including but not limited to Council Regulation (EU) no. 833/ 2014.

### **5. COMPA-SUPPLIED MATERIALS, TOOLING, EQUIPMENT AND TECHNICAL DATA**

5.1. Title to any material, tooling, equipment or technical data that Compa pays for or provides to Supplier, including replacements thereof ("Compa Property"), will remain or vest with Compa. Supplier will conspicuously label Compa Property as such, maintain it in good condition, keep written records of the Compa Property in its possession and the location of such property, not allow any liens to be placed upon it, and not change its location without prior written approval from Compa. Supplier is responsible for inspecting and determining that the Compa Property is in useable and acceptable condition.

5.2. Supplier will use Compa Property exclusively for the performance of Compa Purchase Orders unless otherwise authorized in writing by Compa's procurement representative. Compa Property is intended for use at the Supplier's site only or as otherwise authorized in writing by Compa's procurement representative and, to the extent applicable, is subject to Romanian laws and other government export or re-exports requirements. Supplier is responsible for any loss, damage, or destruction of Compa Property and any loss, damage or destruction of any third party property resulting from Supplier's negligent use of Compa Property. Supplier will not include the cost of any insurance for Compa Property in the prices charged under this Purchase Order. Supplier will return Compa Property or dispose of it at Compa's sole option in accordance with Compa's written directions. Compa makes no representations and disclaims all warranties (express or implied) with respect to Compa Property.

### **6. PRICE**

6.1 Price establishing and risks transfer.

If there is no other agreement, prices are to be understood as EX-WORKS, including packing. The VAT (value added tax) is not contained. The supplier bears the risk for the products until the products are picked up by Compa or by Compa's delegate from the place where the products are to be delivered according to the order.

6.2 If in the contract or in the order is not specified otherwise, the payment of the purchased products will be made through bank transfer with a maturity date of 90 days from the end of the month in which the invoice was issued and the related products are delivered.

### **7. PRICE: MOST FAVORED CUSTOMER AND MEET OR RELEASE**

Supplier warrants that the prices charged for the Goods delivered under this Purchase Order are the lowest prices charged by Supplier to any of its external customers for similar volumes of similar Goods. If Supplier charges any external customer a lower price for a similar volume of similar Goods, Supplier must notify Compa and apply that price to all Goods ordered under this Purchase Order. If at any time prior to full performance of this Purchase Order Compa notifies Supplier in writing that Compa has received a written offer from another supplier for Goods similar to those to be provided under this Purchase Order at a price lower than the price set forth in this Purchase Order, Supplier is obligated to immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price Compa, at its option, may terminate the balance of this Purchase Order without liability.

### **8. SPARE PARTS PRICING**

During the term Goods are supplied hereunder and for a period of 10 years after Compa has completed the last purchase of Goods, Supplier will supply all of Compa's service and replacement parts for the Goods at the last valid price plus any actual cost differential for manufacturing and packaging, such cost differential to be negotiated but in no case to exceed 20 percent (20%) of the last production price paid by Compa.

### **9. INVOICING AND PAYMENT**

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. Any incidental charges such as royalties, selling commissions, non-recurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English, or in Romanian if required: (a) name and address of Supplier and Compa; (b) name of shipper (if different from Supplier); (c) Compa's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (g) weights of the Goods shipped; (h) currency in which the sale was made; (i) payment terms; (j) shipment terms used; (k) custom pricing coded and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of this Purchase Order. Payment terms are net 90 days from the end of the month in which the invoice was issued and the conforming Goods were delivered, unless otherwise stated on the face of this Purchase Order or other written agreement executed by both parties. Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order.

#### **10. SETOFF**

Compa may deduct any amount owing from Supplier to Compa as a setoff against any amount due or owing to Supplier under this Purchase Order.

#### **11. QUALITY ASSURANCE**

Supplier agrees to the following requirements:

11.1 To implement and sustain a quality system that conforms to the requirements set forth in the latest revision of the Compa Supplier Quality Manual.

11.2 To allow Compa, during normal business hours, to make reasonable inspections, of the facilities where Supplier and its sub tier suppliers manufacture or process the Goods.

#### **12. INSPECTION**

Compa may inspect 100% or a sample of Goods, at Compa's option, and may reject all or any portion of the Goods or lot of Goods if Compa determines them to be defective or nonconforming. If Compa performs any inspection (other than the standard inspection) due to the discovery of defective or non-conforming Goods, any additional inspection costs will be paid by Supplier including but not limited to sorting, recalls, processing, machining etc. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent defects, fraud, or negligence. If the Goods are defective or otherwise not in conformity with the requirements of this Purchase Order, Compa may, by written notice to Supplier: (a) rescind this Purchase Order as to such Goods; (b) accept such Goods at an equitable reduction in price; or (c) reject such Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that such Goods are replacements. If Supplier fails to deliver required replacements promptly, Compa may correct any retained defective or nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or terminates this Purchase Order for cause.

#### **13. WARRANTY**

13.1. Supplier warrants to Compa, its successors, assigns, customers and end users that, upon delivery, and during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components which Supplier furnishes pursuant to this warranty) will (a) be free from defects in material, workmanship, and design, even if the design has been approved by Compa, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Compa, (c) be merchantable, (d) be fit for the intended purposes to the extent the Goods are not of a detailed design furnished by Compa and operate as intended, (e) comply with all applicable national and local laws, (f) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances, and (g) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information. Services will be performed in accordance with the highest standards in the industry. The Warranty Period will be for a period of 36 months from the date of delivery to the end user or such longer period of time as may have been accepted by Compa from Compa's customer. These warranties will survive any delivery, inspection, acceptance or payment by Compa for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the Goods were previously inspected. The warranties provided are cumulative and in addition to any warranty provided by law or equity. Any applicable statute of limitations runs from the date of discovery. Goods that meet the preceding standards are collectively called "conforming Goods." If conforming Goods are not furnished within the time specified by Compa then Compa may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the nonconforming Goods repaired, replaced or corrected at Supplier's expense. In addition to the costs of repairing, replacing or correcting nonconforming Goods, Supplier is

responsible for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit of the nonconforming Goods or of Compa's affected end-product; all freight charges; all customer charges; and all corrective action costs (i.e., costs of additional inspection or quality control systems). Unless setoff by Compa, Supplier will reimburse Compa for all such costs upon receipt of Compa's invoice.

13.2. Supplier accepts that warranty can be calculated using statistical methods based upon representative samples as utilized by Compa in its reasonable discretion.

13.3. These warranties, and all other warranties, express or implied, survive delivery, inspection, acceptance and payment.

#### **14. RECALL**

Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Goods or any products containing or incorporating such Goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations. Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Compa or its customer in relation to Supplier's Goods as Compa may so direct. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This Article will survive any termination or expiration of this Purchase Order and apply for at least the same duration as Compa's obligation to its customer(s).

#### **15. CHANGES**

Compa may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized Compa procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment for reasonable costs will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim for adjustment under this provision may, at Compa's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Compa within 30 days from the date of the receipt by Supplier of the Compa -directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by Compa, Compa may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

#### **16. DESIGN AND PROCESS CHANGES**

With the exception of standardized products the Supplier will make no changes to the design, materials, manufacturing location, or processes specified in this Purchase Order or documents referenced therein, or if none, those in place at time of issuance of this Purchase Order, without the advance written approval of Compa's procurement representative. Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process. This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change, including product improvements.

#### **17. STOP WORK**

Compa may, at any time by written notice and at no cost, require Supplier to stop all or any part of the work under this Purchase Order for a period of up to 120 days (Stop Work Order), and for any further period as Supplier and Compa may agree. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time during the stop work period, Compa may, in whole or in part, either cancel the Stop Work Order or terminate the work in accordance with the Termination section of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must resume work.

#### **18. TERMINATION**

18.1. The non-breaching party may terminate this Purchase Order if the other party commits a material breach and fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, failure to deliver, late delivery or delivery of non conforming Goods. The solvent party may terminate this Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of Supplier by Compa under this Article will entitle Compa to all damages and remedies available at law or equity. Additionally, Supplier grants to Compa a fully paid up, non-exclusive, irrevocable license to Supplier's Intellectual Property rights embodied or used in the Goods for Compa to make, have made, and sell Goods using such Intellectual Property rights to fulfill Compa's obligations to Compa's customer(s).

18.2. Notwithstanding any firm time period or quantity, Compa may terminate this Purchase Order in whole or in part at any time with or without cause with respect to undelivered Goods or unperformed services upon 30 days' prior written notice.

18.3. If Compa terminates this Purchase Order under either 18.1 or 18.2 above, Compa's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Compa prior to the date of termination, payment for which can be set off against any damages to Compa. Upon termination, Compa may require Supplier to transfer title and deliver to Compa any completed Goods and Compa will pay the Purchase Order price for such Goods subject to set off against any damages to Compa. Compa may also require Supplier to transfer title and deliver to Compa any or all property produced or procured by Supplier for performance of this Purchase Order and Supplier will be credited with the reasonable value thereof not to exceed Supplier's actual cost or the Purchase Order value, whichever is less.

18.4. To the extent that any portion of this Purchase Order is not terminated pursuant to 18.1 or 18.2 above, Supplier will continue performance of that portion.

## **19. GENERAL INDEMNIFICATION AND NO EXCLUSIVITY OR NON-COMPETE ARRANGEMENT**

19.1 The supplier will defend Compa from and against any demands, legal responsibilities, legal costs, damages or any other compensation arising as a result of the Supplier's negligence, failure to comply with activity conditions or breach of the terms of this Purchase Order. Prior to any notification made towards thirds by the Supplier in the name of Compa, the Supplier must first send the notification to Compa for review and approval. Any settlement made by the Supplier in the name of Compa is void.

19.2 Supplier represents and warrants that there is nothing that will directly, indirectly, actually or potentially restrict or prevent Supplier in any way from fulfilling all its obligations, duties, and services under this Purchase Order, including without limitation any exclusivity or non-compete arrangement.

## **20. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Supplier at its own expense bares the responsibility for any kind of amounts resulted in connection with: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right, and from expenses incurred by Indemnitees in defense of such suit, claim or proceeding. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Indemnitees' rights hereunder, all negotiations for its settlement; provided, however, in no event will Supplier enter into any settlement without Compa's prior written consent, which will not be unreasonably withheld. Indemnitee may participate in such defense or negotiations to protect its interests. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for Indemnitee either the right to continue to make, use, offer to sell, sell or import the Goods or replace or modify the Goods to make them noninfringing.

## **21. INSURANCE**

Supplier will maintain insurance with a carrier rated a minimum "A", covering at least the following insurance: commercial general liability (including product liability, and for services to be performed, completed operations liability), automobile liability, worker's compensation and employer's liability. Supplier will provide to Compa certificates of insurance evidencing that Supplier maintains the foregoing insurance, which will provide that such coverage will not be changed without 30 days advance written notification to Compa from the carrier(s). Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against Compa, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations in this Purchase Order.

## **22. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

22.1. All information, including without limitation specifications, samples, drawings, materials, know how, designs, processes and other technical, business or financial information, that: (a) has been or will be supplied to Supplier hereunder by or on behalf of Compa; or (b) Supplier will design, develop or create in connection with this Purchase Order; both as to individual items and/or a combination of components and whether or not completed and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of Compa. All of the foregoing Confidential Information is deemed to be work made for hire and made in the course of services rendered and all rights thereto belong exclusively to Compa, with Compa having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in Compa as contemplated hereunder, Supplier irrevocably assigns transfers and conveys to Compa all right, title and interest therein.

22.2. Compa's Confidential Information will remain the property of Compa, may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to Compa upon the earlier of Compa's written request or completion of this Purchase Order. If, with Compa's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind

the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to Compa for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Compa's purchase of Goods, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

22.3. Supplier acknowledges that Compa is the owner of all right title and interest in, and to, any trademarks used in the provision of the Services or Deliverables (the "Trademarks"). All goodwill resulting from the use of the Trademarks by Supplier, including any additional goodwill that may develop because of Supplier's use of the Trademarks, will inure solely to the benefit of Compa, and Supplier will not acquire any rights in the Trademarks except those rights specifically granted in this Purchase Order or a writing signed by Compa. Supplier will use the Trademarks in strict conformity with this Purchase Order, Compa's directions and with Compa's corporate policy regarding trademark usage. Supplier shall not (a) use the Trademarks in any manner likely to diminish their commercial value; (b) knowingly use any name, domain name, logo or icon likely to cause confusion with the Trademarks; (c) make any representation to the effect that the Trademarks are owned by Supplier rather than Compa; (d) file or obtain, or cause any third party to file or obtain, any applications or registrations or domain names for the Trademarks or any terms confusingly similar to the Trademarks; or (e) challenge the validity of Compa's ownership of the Trademarks. Supplier further will not at any time, either during the life of or after the expiration of this Purchase Order, contest the validity of the Trademarks or assert a claim or any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto.

### **23. AUDIT**

23.1. Supplier will maintain suitably detailed records as may be necessary to adequately reflect Supplier's compliance with the terms of this Purchase Order. Supplier will permit Compa's auditors to have access at all reasonable times to Supplier's books and other pertinent records and Supplier will require each of its sub-tier suppliers to do likewise with respect to their books and records. Supplier and each sub-tier supplier will also furnish other information as may be needed by Compa's representatives in auditing compliance.

23.2. Compa may perform audits up to two years following completion of this Purchase Order. If, as a result of an audit, any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Supplier or Compa, as the case may be. Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit.

### **24. ASSIGNMENT AND SUBCONTRACTING**

Supplier will not assign this Purchase Order or any rights or obligations hereunder or subcontract all or any material aspect of the work called for hereunder without the prior written approval of Compa. Any assignment without Compa's written approval will be voidable at the option of Compa.

### **25. ENVIRONMENTAL REQUIREMENTS AND OTHER REQUIREMENTS FOR COMPA'S SUPPLIERS**

The suppliers must respect the applicable legal environmental obligations

All COMPA suppliers within the EU must respect EU legislation: Regulations (CE) 1907/2006- Registration, evaluation, authorization and restriction of chemical substances, with the modifications and later updates (REACH) and Regulations (CE) no.1272/2008 regarding Classification, Labelling and Packaging of substances and mixtures (CLP). As well as the BPR (Biocidal Products Regulation), Regulation (EU) no. 528/2012 aimed at the making available on the market and use of biocidal products.

Suppliers from outside EU, which deliver chemical products to COMPA S.A, must assign and indicate a unique representative, who must be establish inside EU, in order to comply with the REACH regulations. All necessary information regarding this unique representative must be communicate to COMPA Purchasing department. More info's at <https://echa.europa.eu/en/support/getting-started/enquiry-on-reach-and-clp>.

A supplier that is in charge of planning and choosing the packing materials for the products delivered to COMPA must make sure that the total impact on the environment is minimalized according with the legal requirements.

All the supplier of packed products must specify on the accompanying documents (invoices, delivery notes, etc.) the packing quantities for each type of packing material (glass, PET, PVC, PP, PS, other plastics, paper-cardboard, steel, aluminum, wood) according with the 249 Law from November 2nd 2015 (The Directive of the European Parliament and Council No.94/62/CE regarding packing and packing wastes) with the later modifications and updates.

All COMPA suppliers must use a marking and identifying system for packing in order to improve the recovery and recycling of packing waste and apply the marking and identifying system foreseen in the Annex no.3 at Law 249/2015 and the Decision 97/129/CE to establish the identifying system for materials used for packing.

All COMPA suppliers that produce/supply products in reusable packing must mark or write on the packing or label the phrase "reusable packing" and to respect the provisions of the articles 10 and 11 from the Law 249 from November 2nd 2015 respectively the European legal requirements mentioned above.

The supplier are also responsible for their sub-suppliers for the implementation of these requirements through the chain of supply.

COMPA's suppliers will conform to the legal conforming obligations regarding to „Conflict Minerals”. The suppliers are also responsible for their sub-suppliers, for the implementation of these requirements through the chain of supply.

COMPA suppliers must respect all the legal requirements and the applicable regulations and the special characteristics of the products and processes and must transmit through the chain of supply all the applicable requirements until the fabrication point if needed.

COMPA SA suppliers must comply, implement and maintain a periodic update of all COMPA requirements available in the Supplier Information - Download section displayed on the COMPA website (<http://compa.ro/supplier-information?lang=en>).

## **26. APPLICABLE LAW AND FORUM**

25.1 The applicable law is the Romanian law. Any eventual litigation that may appear in the execution of the present contract, not solved in an amicable way by any of the parts, is to be considered as the competence of the Romanian judicial instances from Sibiu.

25.2 All the products, materials and services delivered have to be according to the applicable demands from the origin and destination's country of the products (laws, legislation, conventions, ordinances, standards and norms regarding the producing, labelling, transport, import, export, licensing, approval, certification of the products or services, environment, safety and working assurance).

## **27. REMEDIES**

All Compa remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Compa at law or in equity.

## **28. NOTICES**

All Notices relating to this Purchase Order must be in writing. Notices to the parties will be sent to their respective addresses appearing on the face of this Purchase Order. Notices must be delivered personally; or delivered by recognized overnight courier; or mailed certified first class mail, postage prepaid; or sent by facsimile transmission to the facsimile number provided by Compa or Supplier respectively; or sent by electronic transmission (email) with proof of delivery. Any Notice will be deemed given on the date delivered if delivered personally; three business days after being placed in the mail as specified; or upon confirmation receipt that it was transmitted satisfactorily if transmitted by facsimile or electronic transmission.

## **29. PUBLICITY**

Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Purchase Order to any third party except as may be necessary to comply with other obligations stated in this Purchase Order requires prior written approval of Compa.

## **30. HEADINGS AND CAPTIONS**

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

## **31. WAIVER**

The failure of either party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of any provisions hereunder, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

## **32. SEVERABILITY**

If any provision of this Purchase Order is held to be illegal, invalid, or unenforceable by applicable law, that provision will be severed from this Purchase Order; the remaining provisions will remain in full force and effect; and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

## **33. SURVIVAL**

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Import/Customs Compliance, Price, Price: Most Favored Customer and Meet or Release, Spare Parts Pricing, Invoicing and Payment, Setoff, Warranty, Recall, General Indemnification, Intellectual Property Indemnification, Insurance, Confidentiality and Intellectual Property, Audit, Applicable Law and Forum, Publicity, and Survival.