

GENERAL PURCHASE TERMS AND CONDITIONS

These General Purchase Terms and Conditions (hereinafter called "GPC") shall apply to the **relationship between Supplier and Star Assembly SRL** (hereinafter called "STA") arising by express Agreement or by additional terms, if any, accepted in writing by both parties. This GPC shall be conclusive and binding between the parties.

1. GENERAL

1.1 Orders and acceptance of orders, as well as any additions or amendments thereto, must be made in writing in order to be effective. Subsequent agreements made orally shall only be valid when confirmed in writing by STA. If the Supplier does not accept the Purchase Order or the Purchase Contract (hereinafter called "P.O.") within 10 days of its submission, STA shall be entitled to revoke the P.O. in writing. No increase in prices shall be permitted during the validity period of the P.O.

1.2 All other additional terms and conditions shall be governed by these GPC and by Special Purchase Conditions of STA (hereinafter called "SPC"), to which reference shall be made in the P.O. In case of any discrepancy or inconsistency among the P.O., SPC and GPC, the documents shall prevail over each other in the priority listed before.

1.3 Any other general term(s) and condition(s) of the Supplier will not apply and shall not form part of the P.O. even if they were not rejected explicitly in any individual case, unless otherwise specifically agreed in Written Form.

1.4 All communications between STA and the Supplier shall be in Romanian/English language.

2. BILLS AND INVOICES

2.1 The invoices must be issued by electronic means with clearly indicating the information required at article 2.6 and shall be sent either using Basware platform (please see details: https://portal.basware.com/open/Mercedes-Benz_Group_AG and send to Star_Assembly_SRL@email.basware.com) or an individual EDI solution (please contact us in order to implement such a solution). Invoices that are not sent by electronic means (including the ones sent together with the Goods) will not be considered. By accepting the P.O. and these GPC the Supplier expressly agrees and accepts that STA will pay only the invoices issued and sent by electronic means. The invoices received with a delay of more than 15 days from the issue date printed on the document will not be accepted. In this case, the Supplier must issue, within 5 working days, a new invoice respecting all the provisions regarding the issuance and delivery of the invoice.

2.2 The acceptance of the P.O. and of these GPC has to be considered as an acceptance agreement for issuance and receipt of electronic invoices. In this case, the authenticity of the origin, integrity and legibility of the invoice must be guaranteed by the Supplier.

2.3 If invoices issued by electronic means by suppliers which are established in countries where there is no legal instrument relating to mutual assistance provided for in Directive 2010/24 / EU of the European Union of 16 March 2010 on assistance mutual recovery of claims relating to taxes, duties and other measures and Regulation (EU) 904/2010 of 7 October 2010 on administrative cooperation and combating fraud in the field of VAT, for supplies of Goods or of Services that have the place of delivery in Romania, the authenticity of origin and integrity of the content of the invoice must be performed exclusively by one of the technologies:

a. an advanced electronic signature within the meaning of art. 2, para. (2) of Directive 1999/93 / EC of the European Parliament and of the Council of 13 December 1999 on a Community framework for electronic signatures based on a qualified certificate and created by a secure signature creation device under art. 2, para. (6) and (10) of Directive 1999/93 / EC;

b. an electronic data interchange (Electronic Data Interchange - EDI) as defined in art. 2 of Annex I to Commission Recommendation 1994/820 / EC of 19 October 1994 on the legal aspects of electronic data interchange, if the agreement relating to the exchange provides for the use of procedures guaranteeing the authenticity of origin and data integrity.

2.4 By acceptance of the P.O., the Supplier accepts and agrees that STA will issue invoices on his behalf for adjustments related but not limited to the following situations:

a. if an invoice was issued and afterwards the P.O. is wholly or partially cancelled before the delivery of the Goods or the supply of the Services;

b. in case of total or partial refusals related to the quantity, quality or price of the Goods delivered or of the Services supplied, as well as in case of whole or partial cancellation of the Agreement for the delivery or supply in question as a result of a written agreement between the parties;

c. if the rebates, refunds, discounts and other price reductions are granted after delivery of the Goods or supply of the Services;

d. if the invoices issued are not consistent with the P.O. or/and they do not comply with the GPC regulations.

The acceptance of such invoices by the Supplier will be implicitly represented by the receipt and posting of the invoices in his accounting. Specifically, if the Supplier is registered in scope of VAT in Romania according to art. 316 of the Romanian Tax Code, then the invoices issued by STA on behalf of the Supplier must be included in the Supplier's sales journal.

2.5 The Invoice value should be in line with the P.O. and should include applicable duties and taxes as per law. Invoices must have the same currency as the P.O. For the Romanian suppliers, the amounts in local currency have to be specified in invoices. By exception, if a Romanian supplier issues an invoice according to a currency then the exchange rate to be applied is the last exchange rate communicated by the National Bank of Romania on the date when the invoice is issued.

2.6 Following details are mandatory on Supplier's invoice:

a. delivery note/work report number;

b. number and date of the P.O.;

c. supplier number;

d. recipient plant;

e. unloading point (unloading plant);

f. the number, with one or several series, which uniquely identifies the invoice;

g. the date of issuance thereof;

h. the date on which the Goods were delivered/the Services were supplied or the date on which an advance was collected;

i. the name, address and VAT identification number or the fiscal identification code of the taxable person who issues the invoice;

j. the name of the Supplier which is not established in Romania and which appointed a fiscal representative, as well as the name, address and VAT identification number as per art. 316 of said fiscal representative;

k. the name and address of STA, as well as the VAT identification number as indicated in article 2.7;

l. the denomination and quantity of the Goods delivered, the denomination of the Services supplied, as well as the particularities provided under art. 266 par. (3) for the goods' definition, in case of intra-Community deliveries of new means of transport; the base of taxation of the goods and services and, as applicable, of the advances invoiced, for each rate, exemption or non-taxable operation, the unit price exclusive of value-added tax, as well as the discounts, rebates, refunds and other price reductions if they are not included in the unit price;

m. a mention of the value-added tax rate applied and of the amount of collected tax expressed in Lei according to the value-added tax rates where applicable;

n. if value-added tax is not owed, a reference to the applicable provisions of the Title VII of The Romanian Fiscal Code or of Directive 112 or any other mention which shows that the delivery of Goods or the supply of Services is subject to an exemption;

o. if STA is liable to pay VAT, the mention „Reverse charge”;

p. if the special regime for travel agencies applies, the mention „Margin scheme – Travel agencies”;

q. if one of the special regimes for second-hand goods, works of art, collectors' items and antiques applies, one of the mentions „Margin scheme – second hand goods”, „Margin scheme – works of art”, „Margin scheme – collectors' items and antiques” as appropriate;

r. where VAT chargeability occurs at the date of collecting the whole or part of the amount of the Goods or Services delivered, the mention “VAT cash-in”;

s. a reference to other invoices or documents previously issued, when several documents or invoices are issued for the same operation;

t. the Supplier should mention their Bank Account Details clearly with Account Number, Bank Name and address, Swift Code / IBAN as indicated in the Supplier Application Form.

2.7 For invoicing, the Supplier must use the details included below:

STAR ASSEMBLY SRL**Company address:**

Str. Augustin Bena, Nr. 106, Sebes, Judet Alba

VAT no: RO 31875758

Bank: ING BANK

in RON: RO76INGB0002008208048911

in EUR: RO25INGB0002008208040711

2.8 The **delivery note** must contain at least: Supplier number, STA's P.O. number, STA's contact person, recipient plant, unloading point, Supplier's part number, Mercedes Benz or STA's part number and unit of measurement. The **work report** will contain at least: title of the document, name and address of the company which fills in the document, number and date of issuance of the document, mention regarding the parties which are participating in the operations, content of the economical operation/description of the service, information regarding quantities, prices, values related to the operation described, name and signature of the person participating in the operation, Supplier number, STA's P.O. number, STA's contact person, recipient plant.”

2.9 For Suppliers established in Romania, deviating from the provisions of article 2.1 and article 2.4, the following are mandatory:

2.9.1 The invoices must be issued by electronic means with clearly indicating the information required at article 2.6 and shall be sent through Private Virtual Space (“SPV”) portal, according to provisions of Romanian Tax Code. Only electronic invoices provided through the Private Virtual Space (“SPV”) (XML format containing the MF seal) will be accepted by Star Assembly.

2.9.2 In order for STA to be able to post and pay the invoices, the following XML fields will be mandatory used when issuing invoices:

- For delivery note number/work report number/transport number – BT-16

- Purchase Order number – BT-13

- Supplier number – BT-10

- Unloading point – BT-71

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2.9.3 All documents that must accompany invoices will be embedded in the XML files of the invoices according to the instructions published by the Romanian Tax Authorities.

2.9.4 By accepting the P.O., the Supplier expressly accepts and agrees that Star Assembly will not pay invoices which are under dispute for corrections to be made in the following situations:

- a. if an invoice was issued and afterwards the P.O. is wholly or partially cancelled before the delivery of the Goods or the supply of the Services.
- b. in case of total or partial refusals related to the quantity, quality or price of the Goods delivered or of the Services supplied, as well as in case of whole or partial cancellation of the Agreement for the delivery or supply in question as a result of a written agreement between the parties.
- c. if the rebates, refunds, discounts, and other price reductions are granted after delivery of the Goods or supply of the Services.
- d. if the invoices issued are not consistent with the P.O. or/and they do not comply with the applicable General Purchase Terms and Conditions of Star Assembly.

These invoices will be paid only after they are corrected according to the provisions of Romanian Tax Code by issuing credit notes/storno invoices and new correct invoices and they are received, also through SPV portal. The payment term will be extended with the time needed to issue the correct invoices.

2.9.5 The objections regarding the invoices, will be expressed by STA initially notifying the Supplier by both email and writing a message in the national electronic invoice system RO e-Factura. Nevertheless, further communication regarding any objections will only take place by email.

3. PRICE & PAYMENTS

3.1 The payment for Goods/Services will be made as per P.O. terms based on the invoices raised by the Supplier.

3.2 Payment terms will be as discussed and agreed and will be mentioned in P.O. In the event of any dispute as to dimensions, weight, quality, quantity, finish, colors, design or heading and performance of Services from the P.O., the said payment terms shall not be binding.

3.3 If the invoice issued by the Supplier does not contain all the mandatory elements mentioned at Chapter 2 above "Bills and Invoices", the payment term will be extended with the time needed to issue the correct invoice.

3.4 It is expressly agreed by the Parties that all the statutory liabilities including but not limited to payment of duties and taxes on particular transaction/s under this Agreement, shall be the liability of that party as per the applicable statute. Each Party is liable to pay for all taxes imposed upon it by the respective tax authorities, having jurisdiction over that Party. Any liability arising out of any dispute on the tax structure, calculations and payment to the government will be to the Supplier account.

3.5 If the payments are subject to a withholding or similar tax, the party making payment shall withhold such taxes in accordance with the law, and inform the other accordingly. In the case of the Services rendered by a non-resident in Romania, the Supplier will provide a certificate of tax residence before the payment date of the invoice. Otherwise, STA will calculate and withheld the withholding tax provided by the Romanian legislation. In this case, the amount to be paid will be reduced with the withholding tax amount withheld.

3.6 All payments will be processed only after due certification by STA for the receipt of Goods or Services. STA reserves the right to raise objections even after payment has been made or after issuance of the invoice on behalf of the Supplier.

3.7 If any sum of money is recoverable from the amount payable to the Supplier, STA shall be entitled to recover such sum from any sum due to Supplier or which at any time thereafter may become due to the Supplier, under this or any other P.O. Should the sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to STA on demand the remaining balance due.

4. EXECUTION OF P.O.

4.1 The Supplier shall comply with the latest accepted technical rules, safety regulations and the agreed technical data in respect of the Goods or Services to be supplied. If Services on STA premises are to be provided, the Supplier shall notify the technical contact/coordinator appointed by STA of the start and the scope of work involved and agree with the technical contact/coordinator on how the work is to be conducted.

4.2 The coordinator shall have the right of direction and control in this respect. For materials (substances, preparations) and items (e.g. goods, components, technical equipment, uncleaned empties), which, by virtue of their nature, their characteristics or their condition, may represent a hazard to the life and health of human beings, to the environment and to property and which are therefore required by regulations to undergo special treatment in respect of their packaging, transport, storage, handling and waste disposal, the Supplier shall provide STA with a completed EU safety data sheet as per EU Regulation 1907/2006 (REACH), as amended, and a relevant accident report sheet (Transport) along with the offer. If the materials are modified or the legal situation changes, the Supplier shall provide STA with updated data and report sheets. The Supplier shall also comply with the standards and requirements of STA regarding sustainability and environment protection, as set forth in the current version of MBST 36 as well as to the interest of securing the supply chain specified in the current version of MBST 29 section 3.12.

4.3 In the event of short-time work, interruption to business, and other cases of plant shutdown, which prevent STA, through no fault of its own, from accepting Goods and Services in the area affected, the parties to the Agreement shall agree upon a suitable alternative date. STA shall consult the Supplier on this matter in good time if possible.

4.4 Pursuant to the implementation of the electronic transport system in Romania (**RO e-Transport**), if the delivery of goods or performance of service implies an international road transport, the Supplier shall submit to STA by EDI/IBL (in case of productive materials) or by email address dw_944-ettransport_sta@mercedes-benz.com (all other cases), latest of the moment of loading the goods for delivery, the following information (hereinafter called "**Specific Information**"):

4.4.1 Standard information according to delivery note:

- Part number or goods name
- Quantity
- Net and gross weight of goods
- Delivery note number
- Delivery note date

Only upon STA's request: Country of the supplier of goods, Supplier name, Loading address, Unloading address.

4.4.2 Transport information:

- Bordero number
- License plate (Truck and Trailer)
- Name, country and VAT registration number of the carrier (mandatory by e-mail if transport is organized by supplier of goods)
- Transport date (mandatory by e-mail if transport is organized by supplier of goods)
- Border crossing point in Romania (mandatory by e-mail if transport is organized by supplier of goods)

4.4.3 Additional information (only upon STA's request)

- Tariff code
- Value of goods according to prices included in contract or purchase order
- VAT registration number of supplier of goods

4.5 The Supplier will incorporate the UIT code obtained from STA into the delivery documentation and will communicate it to the carrier.

4.6 In the case of any latter change made by Supplier or its contracted carrier regarding license plates (truck & trailer), the Supplier will inform immediately STA about the change.

4.7 The Supplier shall meet the obligation of reporting and modifying the Specific Information on time, without any delay, so that STA will be able to meet the requirements of the UIT, to avoid any delays in performing the transport.

4.8 The Supplier is obliged and responsible that the transportation of the goods arriving in Romania from other non-EU and EU member states takes place only with valid UIT code and with accurate Specific Information. Each type of legal consequences and responsibilities arising from the challenge of UIT code validity shall be the liability of the Supplier.

5. WARRANTY, LIABILITY AND INDEMNITY

5.1 Supplier warrants that it has and will maintain sufficient rights and interests in the Goods/Services provided hereunder, in order to grant the rights granted under this Agreement.

5.2 Supplier warrants that the Goods/Services are free from any defects in design, material and workmanship according to the agreed specifications, drawings, descriptions or samples, all technical standards applicable, the state of the art and the suitability for the purposes contemplated by the P.O. Supplier further warrants that the Goods/Services shall comply with all applicable national, state and local laws and regulations in the relevant sales markets related to the Goods/Services.

5.3 Supplier further warrants that it has valid title to the Goods/Services and will deliver them free and clear of all liens and encumbrances, and that the Goods/Services will not infringe the patent, copyright or other intellectual property rights of any third parties.

5.4 The Supplier shall replace free of charge any part or parts found to be defective in quality, finish, color, design, material or workmanship or in the event of the failure or indication of failure within a minimum period of 12 months from date of acceptance of Goods/Services (OR) as per the agreed warranty terms in P.O.

5.5 Supplier's responsibility under the said warranty shall be at its own option and cost, repair or replace any Goods found to be faulty as soon as possible after notification by STA but not later than twenty four (24) hours for critical or other emergency situation.

5.6 If the Supplier fails or refuses to fulfill its obligations under warranty, STA may, in addition to exercising any other rights available to this Agreement, law and/or equity, at its option elect to have the defective Goods/Services replaced, repaired or corrected or by any third party, and the Supplier shall in such an event reimburse STA for all costs and expenses incurred in connection with such repair, replacement, correction or performance. In the event repair, replacement, correction of the defective Goods/Services is not reasonably possible, the Supplier shall provide refund for the price of the defective Goods/Services.

5.7 The Supplier agrees to defend, indemnify and hold harmless STA, from and against any and all direct or any indirect, special or consequential loss, damage, loss of profit, cost, expenses or other claims (whether caused by the negligence of the Supplier, its agents or employees or otherwise) which arise out of or in connection with the breach of P.O./GPC/SPC terms and conditions including delayed supply of Goods/Services and quality of Goods/Services.

5.8 The Supplier expressly accepts and agrees that if a default penalty/fine/cost is imposed to STA:

- a) in connection with the Specific Information mentioned at article 4.4. and used to obtain the UIT code or

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b) if the Supplier does not comply with its undertaken obligation set forth in article 4.4,

The Supplier shall reimburse to STA all costs and payments (including fines and penalties) incurred by STA, without delay, upon STA's request.

5.9 The Supplier expressly accepts and agrees that if non-performance or improperly performance of the Supplier's obligations in connection with the electronic transport system in Romania (RO e-Transport) (e.g. delay, false or incomplete information transmitted to STA) generates additional costs to STA related to STA's liability to its Customers (especially those associated with sorting, reworking, special freight, analysis, overtime, machine rental, or other payments charged to STA by STA's customers for liability) then, the additional costs beared by STA due to Supplier's fault will be recharged to the Supplier.

6. CONFIDENTIALITY AND ADVERTISING

6.1 The Supplier commit themselves to deem as business secrets and to keep confidential all commercial and technical information of STA which comes to their knowledge during the course of their business relationship, unless such information is or becomes public through no breach of the Supplier of any of its obligations and to keep such information confidential during the term of the P.O. and for a period of 5 (five) years thereafter.

6.2 The specifications, designs, manufacturing data, drawings, models, patterns, samples and similar objects relating to the Goods/Services and provided by STA in connection with the performance of the P.O. shall at all times be the property of STA and shall not be disclosed or made available or otherwise be made accessible to any third parties/Government Officials, without the prior consent of STA in written form. Supplier will use and maintain all of this information in such a manner that it is ensured the same is not used for any purpose detrimental to the interests of STA.

6.3 The Supplier agrees that its personnel present in the offices of STA (if applicable) will agree and abide by the office discipline of STA and will ensure that such personnel shall comply with the provisions of confidentiality with respect to all information that come into their possession or that comes to their knowledge while being present in the offices of STA.

6.4 The Supplier shall also ensure that all its employees who are provided access to STA's confidential information/proprietary information shall follow the confidentiality obligations imposed by STA on the Supplier.

6.5 Sub-suppliers, if any, shall be made to commit themselves accordingly to the confidentiality provisions contained in this GPC.

6.6 Unless otherwise agreed in written form or unless required by mandatory applicable law, Supplier will not in any manner publish the fact that Supplier has furnished or contracted to furnish Goods/Services for STA. Supplier shall not use the name or trademarks of STA, or its products in Supplier's advertising or other publication.

6.7 The provisions of confidentiality shall survive the expiration/termination/withdrawal of the P.O.

7. TRADE MARKS

Trade Marks of which STA is either the registered owner or registered user, if so approved by STA shall be used by the Supplier only in the manner approved by STA. The usage of trade marks in the manner not approved by STA shall be strictly prohibited and in case of default, shall render the Supplier liable to legal action.

8. THIRD PARTY RIGHTS

If the Goods/Services supplied are used within the scope of contractual terms, the Supplier shall be liable for any claims resulting from the infringement of intellectual rights of third parties, either granted or applied for. The Supplier shall indemnify STA for the use of such rights.

9. FORCE MAJEURE

9.1 In case Force Majeure arises, the time period for the fulfilment of any obligation, which is affected by Force Majeure, will then be extended by a reasonable period of time and no party (Supplier and STA) shall claim compensation for delay or non-execution of obligations due to such Force Majeure. However, the party affected by Force Majeure shall use its best efforts to minimize the consequences to remove the cause of non-performance, to co-operate with the other party in finding alternative ways and means of fulfilling its obligations and shall make up, continue and complete full performance hereunder without delay whenever such causes are removed.

9.2 Force Majeure shall, however, not relieve any party from its obligation to effect any obligation not affected by such Force Majeure and any contractual payment on the date when it is due except effecting of such payment is hindered by Force Majeure (e. g. earthquake, fire, flood, accidents, war, and riots).

9.3 Should an event of Force Majeure continue for more than two months, STA shall have the right to terminate the pending P.Os. with the Supplier. In such a case, STA shall pay to Supplier the price of Goods/Services delivered/completed in terms of the P.O. up to the date of termination.

10. GOVERNING LAW AND JURISDICTION

10.1 Unless otherwise agreed, this Agreement shall be governed by Romanian Law. All disputes and differences arising out of the Agreement shall be finally resolved and decided by a Court of competent jurisdiction in Romania only.

10.2 The application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 4. 1980 is excluded. The place of performance for deliveries or services is the recipient plant or recipient branch specified in the P.O. by STA. The courts of Alba County have exclusive jurisdiction for all present and future claims arising from the business connection with business persons, including receivables on bills of exchange and check receivables. The same place of jurisdiction shall apply if the Supplier has no general jurisdiction in Romania, moves its domicile or place of habitual residence abroad after conclusion of the Agreement or if its domicile or place of habitual residence is unknown at the time suit is filed. STA is also entitled to initiate legal action in the location of the registered office of the Supplier.

11. SUSTAINABILITY, ENVIRONMENT, HEALTH & SAFETY

11.1 Supplier shall achieve exemplary environmental performance in all areas of operations and thereby meet all statutory requirements. Supplier undertakes to comply with the applicable requirements in the ISO 9000 quality system standards and ISO 14000 environmental system standards, or such equivalent standards as are specified by Supplier and agreed with STA. If the case may be, at STA's request, the Supplier is obliged to provide a valide certificate for ISO 14001/EMAS.

11.2 Vehicle carrying the Goods ordered by STA that fall within the scope of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) must have a valid ADR certificate together with a valid driver ADR certificate. STA reserves the right to deny entry in its premises, if above conditions are not met.

11.3 ISO 45001: Supplier must ensure that the necessary PPE (Personal Protection Equipments) of standard make/ISI certified equipment must be used appropriately by the Supplier personnel. In case of transportation of hazardous/inflammable goods, Supplier must ensure that the driver of the vehicle being used for transportation is trained for safety measures and for measures to be taken in case of emergency.

11.4 The Supplier shall ensure that all safety norms, environmental regulations are duly fulfilled when they perform the services at STA's premises. They shall also ensure that all policies, rules and regulations relating to Environment and Safety of STA are adhered to at the respective STA's premises.

11.5 In case of any clarifications from the Supplier on applicable safety norms, environmental regulations, the Supplier is required to contact STA's technical contact.

11.6 In addition to the above terms and conditions, the Supplier shall adhere to the standards and requirements of Mercedes Benz Group AG regarding sustainability and environmental protection as specified in MBST 36 (Mercedes Benz Special Terms) which apply to the present agreement. The MBST 36 can be downloaded from the Mercedes Benz Supplier Portal (<https://docmaster.supplier.mercedes-benz.com/DMPublic/en/index.html>).

11.7 The minimum supplier requirements as specified in the *Responsible Sourcing Standards of Mercedes Benz Group AG* valid at the date of the agreement apply to the present PO. These can be downloaded via the Mercedes Benz Supplier Portal at the following link: [Responsible Sourcing Standards | Mercedes-Benz Supplier Portal](#). By acceptance of the P.O., the Supplier expressly accepts and agrees to comply with the *Responsible Sourcing Standards of Mercedes Benz Group AG*.

12. NON-EXCLUSIVE

This agreement is on a non-exclusive basis and does not prevent STA from availing similar Goods/Services from any other person or party.

13. SEVERABILITY

Should one of the provisions of the GPC or SPC or of any additional stipulations agreed upon be or become invalid, the validity of the remaining part of these GPC and SPC shall not be affected thereby. The Parties are committed to replace the invalid provision by another provision with an equivalent commercial effect so far as possible.

14. AMENDMENTS

STA reserves the right to add or amend or to add or to alter or modify or render inoperative any one or more of these terms by prescribing special conditions in the P.O. and to the extent such addition or modification is made, the altered and the additional clauses shall have effect.

15. HOUSE-BAN CLAUSE

The Supplier has a duty to ensure that any employees used on site at STA and/or that any employees given access to any IT-systems in connection with fulfilling the requirements of this P.O. must receive an admission and/or access authorization from STA. Individuals to whom STA or STA affiliate has declared a house ban, an admission ban, and/or an access ban cannot be used by the Supplier in the fulfillment of this P.O.

16. COMPLIANCE CLAUSES

Within the framework of its commercial dealings with STA, the Supplier is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Supplier or other third parties. In the event of

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violation of the above, STA has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations. The above notwithstanding, the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with STA.

17. FINAL PROVISIONS

17.1 The Supplier shall assume liability in respect of claims arising from the violation of granted or registered property rights while the Goods and Services are being used in accordance with the Agreement. The Supplier shall indemnify STA against any claims arising from the use of such rights. If a work protected by copyright is supplied, STA shall receive from the Supplier a single, unrestricted usage right covering all forms of use.

17.2 If the Supplier suspends payments or if insolvency proceedings are instituted against it or an application made for out-of-court composition proceedings, STA shall be entitled to rescind the Agreement.