

COMPLIANCE REQUIREMENTS FOR NIBE GROUP SUPPLIERS BEING IN FORCE TOWARD SUPPLIERS OF BACKER OBR SP. Z O.O. IN PYRZYCE

2023-10-24

The following contractual provisions constitute an integral part of each purchase order placed by Backer OBR Sp. z o. o. in Pyrzyce/Poland (further Purchaser). By accepting the purchase order, the Supplier undertakes to comply with the below rules and accepts the consequences specified therein, including the possibility for Backer OBR Sp. z o. o. to terminate the contract or cancel any Purchaser's pending order at any stage, with immediate effect.

- *Supplier acknowledges and agrees that the products may be subject to export or import and trade sanctions laws, regulations, rules and licenses, including without limit those of the US, the UN, the UK and the EU ("Export and Import Laws") as applicable to Purchaser, and agrees that it alone is responsible for ensuring its compliance with all Export and Import Laws. Supplier shall obtain any export or import licenses and/or other authorizations necessary for the fulfilment of Supplier's obligations under this Contract/Purchase Order. Notwithstanding anything to the contrary set forth elsewhere in this Contract/Purchase Order, Purchaser shall always be entitled to suspend and/or terminate this Contract/Purchase Order if and to the extent performance of the Contract/Purchase Order is impeded or made unreasonably onerous by Export and Import Laws, whether foreseen or unforeseen at the time of formation of this Contract/Purchase Order. For the avoidance of doubt, Purchaser shall always be entitled to suspend and/or terminate this Contract/Purchase Order if any Export and Import Laws, not applicable at the time of formation of this Contract/Purchase Order, are recalled (e.g., by way of snapbacks) or in any other way adjusted by competent authorities, if and to the extent performance of the Contract/Purchase Order is impeded or made unreasonably onerous thereof.*
- *Supplier shall inform Purchaser about each product's export control classification in accordance with Purchaser's instructions, which can include prior to delivery or, where applicable, prior to accepting Purchaser's request for proposal or otherwise in connection with when the Supplier submits an offer to Purchaser. Supplier shall render Purchaser all reasonable assistance in relation to applying for subsequent export or reexport licenses and/or authorizations or for use and/or export of goods produced by the Purchaser.*
- *Supplier warrants that:*
 - *the Supplier is not directly or indirectly owned 50% or more in the aggregate by one or more persons listed on any Prohibited Party List, nor controlled by, or acting on behalf of or for the benefit of, directly or indirectly, any party or parties included on any Prohibited Party List. A Prohibited Party List shall mean any list of prohibited parties or subject to sanctions imposed by the UN, EU, UK, US or other countries, including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the US (OFAC), Department of the Treasury, the Entity List and Denied Persons List maintained by the Bureau of Industry and*

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Security of the US Department of Commerce (BIS), the list of statutorily or administratively debarred parties maintained by the Directorate of Defense Trade Controls of the US Department of State, the Consolidated list of persons, groups and entities subject to EU financial sanctions, and the Consolidated United Nations Security Council Sanctions List, as amended from time to time. The Supplier shall immediately inform Purchaser about any change of ownership, control and/or other circumstances that may constitute a breach of this clause.

- *the Supplier shall not engage, directly or indirectly, and shall procure that none of its Affiliates engages, in any prohibited dealings with entities, organizations and/or individuals listed on any Prohibited Party List.*
- *Supplier shall not do anything which would cause Purchaser to be in breach of the Export and Import Laws and shall protect, indemnify, defend and hold harmless Purchaser from any fines, losses and liabilities incurred by Supplier as a result of the failure of Supplier to comply with Trade Compliance clause.*
- *Failure by Supplier to comply with any part of this Trade Compliance clause, including being owned or controlled by any party or parties listed on any Prohibited Party List, shall constitute a material breach of this Contract/Purchase Order, which gives Purchaser the right to refuse to enter into, to perform any order or to cancel any order at its sole discretion including a right to cancellation and termination of this Contract/Purchase Order if Purchaser believes, based on gathered information, Supplier has failed to comply with any part of this Trade Compliance clause.*
- *The Supplier agrees to comply with sanctions and export and/or import control laws applicable with respect to all activities conducted under or in connection with the Agreement (agreement means also Purchaser's order acknowledged by the Supplier), including without limit those of the European Union, the United States and the United Nations ("Sanctions and Export and/or Import Control Laws"). The Supplier shall provide Purchaser with any information which Purchaser deems necessary to ensure compliance with Sanctions and Export and Import Control Laws. If the Supplier is subject to Sanctions and Export and/or Import Control Laws or if Purchaser deems, based on gathered information, that the Supplier fails to comply with this clause, Purchaser shall be entitled to immediately terminate all agreements between the parties (including pending orders).*