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between

Supplier: _____

Street: _____

Postal Code - City _____

(acting on its own behalf and on behalf of its affiliates,
hereinafter '**Supplier**')

and

VAT Romania S.R.L.

Str, 1, Zona
Industrială de Vest,
Nr.9, Ap. 5/10
RO – 310491 Arad
(hereinafter '**VAT**')

Supplier and VAT individually or together referred to as 'Party' or 'Parties'

Preamble

VAT develops and manufactures valves and vacuum technology components.

SUPPLIER offers to VAT products (hereinafter referred to as "Contractual Products") and services to be used in vacuum valve technology.


The objective of this IPC Agreement is to ensure that the IPC standards of VAT are observed.

This having been said, the Parties agree as follows:

Application of IPC standards

- The IPC standards and indices in their latest version as published on the internet under www.ipc.org shall apply exclusively.
- Supplier shall be obliged to produce any and all Contractual Products that contain detachable or non-detachable electrical connections in line with the criteria as set out in the standard **IPC-A-610x Class 2 / Acceptability of Electronic Assemblies**, the latest index of which shall be applicable at any time.

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- c) Supplier shall be obliged to produce any and all Contractual Products that contain wires in line with the criteria as set out in the standard **IPC/WHMA-A-620 / Requirements and Acceptance for Cable and Wire Harness Assemblies**, the latest index of which shall be applicable at any time.
- d) Supplier shall be obliged to perform rework of electronic assemblies in line with the criteria as set out in the standard **IPC-7711/21 / Rework, Modification and Repair of Electronic Assemblies IPC/WHMA-A-620**, the latest index of which shall be applicable at any time

SUPPLIER shall be obliged to established and maintain at his production sites a system that ensures that the assessment criteria according to the standards stated herein above under b), c) and d) are known to all his employees that need this information so that SUPPLIER can to diligently execute VAT orders (“relevant employees”).

Supplier shall only dispatch products to VAT Vakuumventile AG that meet the criteria laid out under b), c) and d) herein above.

Term of this Agreement

This Agreement shall be effective for the entire duation of the business realtionship between the Parties. A termination of this Agreement by any of the Parties shall require that the notice times that govern the individual contracts between the Parties have been duly observed.

A termination of this Agreement shall for the first time be possible with effect from the end of the longest notice period of all supply contracts that constitute the business relationship between the Parties. This Agreement shall continue to govern, without any limitations, any quality issues regarding deliveries by SUPPLIER that have been effected prior to this point in time as well as all Contractual Products delivered after termination notice has been given.

Applicable law/and place of jurisdiction

This Agreement shall be governed by and subject to the material laws of Romania, excluding the UN Law of Sales (CISG).

The exclusive place of jurisdiction for any conflicts or disputes arising from or in connection with this Agreement shall be Arad, Romania. However, VAT reserves the right to also hold Supplier liable in any other court of law relevant for Supplier.

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Place, date: _____

Place, date: _____

In the name and on behalf of Supplier

In the name and on behalf of VAT

N: _____

N: _____

F: _____

F: _____

S: _____

S: _____

N: _____

N: _____

F: _____

F: _____

S: _____

S: _____

(N - Name, F - Function S - Signature)

- PLEASE SIGN TWO (2) ORIGINAL COPIES OF THE PRESENT AGREEMENT**
- PLEASE NOTE THAT ONLY DULY AUTHORIZED PERSONNEL OF YOUR COMPANY MAY SIGN THIS AGREEMENT*
- PLEASE RETURN BOTH (2) ORIGINAL COPIES, DULY SIGNED, TO:
VAT Romania S.R.L, Str. 1, Zona Industrială de Vest, Nr. 9. Ap. 5/10, RO – 310491 Arad*

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