



Vincotech

EXHIBIT 5 Compliance with Laws and Regulations

1. If any PRODUCT involve technologies in terms of technical knowledge, which are subject to US (re-) export regulations (EAE, ITAR), the European Dual Use regulation or to the German Export Control List, SUPPLIER shall inform VINCOTECH in writing.
2. SUPPLIER warrants and agrees that it will review and observe the requirements applicable to the U.S. Customs-Trade Partnership Against Terrorism (CTPAT) certification program as validated by U.S. Customs and Border Protection to VINCOTECH and/or applicable on the basis of Article 5a of Council Regulation No 2913/92 (Community Customs Code) as amended by Regulation (EC) No. 648/2005 of the European Parliament and of the Council and stemming from the Authorized Economic Operator (AEO) status of VINCOTECH.
3. SUPPLIER must provide VINCOTECH with export control information, the country of origin and export classification codes for every good supplied pursuant to this Order. This information may be provided in the commercial invoice and packing slip, or other method as agreed upon by the parties in writing. The export classification codes shall include, as applicable, the Export Control Classification Number (ECN), the Harmonized System (HS) Tariff Codes, and the country under which each provided export code is assigned. SUPPLIER shall notify VINCOTECH of any changes promptly in writing. SUPPLIER shall provide a standard certificate of origin, and other possible product and/or shipping elements to comply with specific export, import, and security laws and regulations, within a reasonable period, upon written request from the VINCOTECH.
4. RoHS: SUPPLIER warrants and agrees that the goods sold to VINCOTECH and specified to be "RoHS Compliant" shall be fully compliant with the European Union Directive 2011/65/EU of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"). Upon VINCOTECH's request, SUPPLIER shall promptly provide VINCOTECH with access to all necessary information and records evidencing the goods' RoHS compliance. Additionally, SUPPLIER shall promptly provide material declarations upon request with respect to the goods provided to VINCOTECH hereunder.
5. REACH: SUPPLIER warrants and agrees that each chemical substance or its preparations on their own or contained in goods sold or otherwise transferred to VINCOTECH is pre-registered if required, and registered if required, under Regulation (EC) No 1907/2006 of 18 December 2006 ("REACH"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for VINCOTECH's use. SUPPLIER shall notify VINCOTECH if it decides not to pre-register or register substances that will be subject to registration under REACH and that are contained in goods supplied to VINCOTECH or supplied to VINCOTECH on their own at least 12 months before their registration deadline. Upon VINCOTECH's request, SUPPLIER shall provide VINCOTECH with access to all relevant information on substances meeting the criteria under REACH Annex XIV (the "candidate list") including the name of the substance, where the substance is used, and sufficient information to allow VINCOTECH to safely use the goods or fulfill its own obligations under REACH.
6. Dodd-Franck Act: SUPPLIER warrants and agrees to deliver "DRC Conflict Free" products only. In any case of deviation, VINCOTECH must be informed in writing.