

Export Control Compliance

The Contracting Parties shall always comply with all applicable national and international (re-) export control regulations, including any applicable embargos, sanctions or other restrictions concerning the export of goods, software, service, or technology (hereinafter “Export Control Laws”).

The Contracting Parties shall ensure that they shall not, directly or indirectly, export, re-export, transfer, sell, resell, ship, or divert any product material, technology, technical data, software (hereinafter “Goods”), or service furnished to any company, country, entity, or person in violation of the Export Control Laws or necessary licensing requirements and that Goods are not intended for a prohibited or licensable armaments-related, nuclear or weapons-related use, unless all necessary licenses have been obtained.

Buyer confirms that neither it or any of its subsidiaries or affiliates or, to the Buyers knowledge after due and careful inquiry, any director, officer, or employee of the Buyer or any of its subsidiaries or affiliates involved in the order is:

- listed on any relevant US sanctions list, any relevant EU sanctions list or any other applicable sanctions list;
- is in a country or territory which is a target of US/EU or any other applicable sanctions or whose government is currently the target of aforementioned sanctions;
- a Person who is directly or indirectly owned or controlled by any Person currently on a US/EU or any other applicable sanctions list or is directly or indirectly owned or controlled by any Person who is in a country or territory that is target of, or whose government is currently a target of, afore-mentioned sanctions.

Intellectual property rights, trade secrets, or other information provided by Elektrobit or its subsidiaries to the licensee or customer in relation to common high priority items as listed in Annex XL of Regulation (EU) 833/2014 (<https://eur-lex.europa.eu/eli/reg/2024/1745>) may not be used (e.g. by way of sublicenses) if the outcome or product of the usage is intended for sale, supply, transfer, or export, directly or indirectly, to any natural or legal person in the Russian Federation or for use in the Russian Federation.

Resignation of contract

If any necessary licensing requirements are not issued by the competent authorities or are not issued in a timely manner, or if Buyer fails to comply with the other foregoing export and sanctions compliance provisions, Elektrobit shall be entitled to: withdraw from the contract or from the individual delivery or service obligation.

This also applies to situations when, between the conclusion of the contract and the delivery or performance of the service, as well as when warranty rights or claims for damages are asserted, corresponding obstacles under the Export Control Laws – e.g. due to a change in the legal situation – arise and make the execution of the delivery, respectively service temporarily or definitively impossible, because the necessary licensing requirements or further clearances under Export Control Laws are not granted or revoked by the competent authorities, or other legal obstacles stand in the way of the performance of the contract, the delivery or the service due to Export Control Laws.

Delivery time

In order to comply with delivery deadlines, Elektrobit may require the release or approval of export, shipping or other foreign trade permits by the competent authorities. If Elektrobit is prevented from delivering on time due to the duration of the proper implementation of an application or approval procedure under foreign trade law, the delivery time shall be appropriately extended by the duration of the delay caused by this official procedure. Claims for damages by the customer for this reason are excluded.