

# Terms and Conditions for Export Control and Electronic Order Processing Flender GmbH

Version 09/2024

## 1. Compliance with Export Control Regulations

1.1 Flender's obligation to fulfil this Agreement and any Purchase Orders hereunder is subject to the proviso that the fulfilment is not prevented from any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

1.2 If the Customer transfers goods including, but not limited to hardware and/or software and/or technology as well as corresponding documentation delivered by Flender ("Goods"), or works and services, regardless of the mode of provision, and/or including all kinds of technical support provided by Flender ("Services") to a third party, the Customer must comply with all applicable national and international (re-) export control regulations. In any event of such transfer of Goods and/or Services, Customer shall comply with the (re-) export control regulations under the applicable national law, the law of the European Union ("EU") and the law of the United States of America ("USA") and any United Nations ("UN") regulations.

1.3 For all deliveries by Flender Group entities with registered offices in the European Union and the United Kingdom, all direct or indirect sales, exports, or re-exports of any Flender Goods or Services must comply with EU regulations. This includes but is not limited to Articles 12g and 12ga of Council Regulation No. 833/2014, Article 8g of Council Regulation No. 765/2006, and all other Articles within these Council Regulations, as amended from time to time.

These regulations are principles of this Agreement and any violation of these provisions by the Customer shall entitle Flender to seek appropriate remedies, including, but not limited to the termination of this Agreement and/or liquidated damages of 5 (five) percent of the price of the Goods exported or of the rights or information provided, unless a higher amount is required by EU regulations. The liquidated damages shall serve as the minimum amount of the damage and shall not be interpreted as a penalty. The assertion of further damages shall not be excluded.

1.4 The Customer hereby represents and warrants that the Customer, its Customer and the End-User of the Goods or Services are not listed on any applicable restricted party list, e.g., those of the EU, USA or the UN, and is not under the direct or indirect control of any such party.

1.5 Upon request by Flender, the Customer shall promptly provide Flender with all information pertaining to the End-Customer, the particular destination and the particular intended use of Goods and Services, as well as any export control restrictions existing.

1.6 The Customer shall indemnify and hold harmless Flender from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with the above export control obligations and the Customer shall compensate Flender for all losses and expenses resulting thereof.

## 2. Relevance of Free Choice Text

If the Customer has the option of entering a free text in the electronic ordering procedure, the information provided by the Customer in the free text shall only be used for the Customer's internal order processing. The information provided by the Customer will not be acknowledged by Flender, will be accepted unchanged and will only be reproduced on the order documents for the Customer's internal order processing. The information therefore has no effect on the contractual relationship and is not legally binding.