

Dear Valued Customer,

The compliance with international trade control laws and regulations is essential. As our customer you are an important part of this compliance effort. Therefore, every customer of gabo Systemtechnik GmbH is bound by the following clauses. Additionally, the customer undertakes to sign the End-Use-Certificate if this is requested by gabo Systemtechnik GmbH.

## I. “No re-export to Russia” clause

1. The customer from gabo Systemtechnik GmbH shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods, technology or information supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
2. The customer from gabo Systemtechnik GmbH shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The customer from gabo Systemtechnik GmbH shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and gabo Systemtechnik GmbH shall be entitled to seek appropriate remedies, including, but not limited to:
  - a. termination of this Agreement; and
  - b. Exemption from liability and thus indemnification of gabo Systemtechnik GmbH.
5. The customer from gabo Systemtechnik GmbH shall immediately inform the gabo Systemtechnik GmbH about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The customer from gabo Systemtechnik GmbH shall make available to the gabo Systemtechnik GmbH information concerning compliance with the obligations under paragraph (1), (2) and (3) immediately of the simple request of such information.

## II. “No re-export to Belarus” clause

1. The customer from gabo Systemtechnik GmbH shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods, technology or information supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006.
2. The customer from gabo Systemtechnik GmbH shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The customer from gabo Systemtechnik GmbH shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and gabo Systemtechnik GmbH shall be entitled to seek appropriate remedies, including, but not limited to:
  - a. termination of this Agreement; and
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