

Supplement to the General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry (ZVEI)

Terms of sales and delivery

General

- It applies the "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" and the "Software Clause" in accordance with ZVEI, status according to the submittal of quotation, and any additional individual agreements (e.g. framework agreements, contracts for work and services) as well as the additional supplements listed within these Terms of sales and delivery.
- Without our expressly written approval it is not allowed to disclose these documents or extracts of it to any third party.

Export control clause for sales contracts (No-Russia-Clause)

- The recipient shall comply with the applicable provisions of national and international (re-)export control law, including any embargoes, sanctions or other restrictions on the movement of goods, when passing on the goods delivered by us to third parties. In any case, the recipient must comply with the (re-)export control regulations of the Federal Republic of Germany and the European Union when passing on our goods delivered to it to third parties.
- Before passing on the goods delivered by us to third parties, the recipient shall in particular check and take appropriate measures to ensure that
 - it does not violate an embargo of the Federal Republic of Germany, the European Union or the United Nations - also taking into account any restrictions on domestic business and any prohibitions on circumvention - by passing on such goods to third parties;
 - such goods are not further exported or re-exported to Russia and exports for use on Russian territory are also prohibited;
 - such goods are not intended for a prohibited or licensable armaments-related, nuclear or weapons-related use, unless any necessary licenses have been obtained;
 - the regulations of all relevant sanctions lists of the Federal Republic of Germany and the European Union regarding business transactions with companies, persons or organizations named therein are complied with.
- If necessary for the performance of export control checks by the authorities, the recipient shall provide us immediately upon request with all information about the final recipient, the final destination and the intended use of the goods delivered by us as well as any export control restrictions applicable in this respect.
- The recipient shall indemnify us in full against all claims asserted against us by authorities or other third parties due to non-compliance with the above export control obligations by the recipient and undertakes to compensate us for all damages and expenses incurred by us in this connection.