

Service terms and conditions for SEW-EURODRIVE FZE (SEW)

§ 1 General terms

- (1) These terms and conditions are applicable to and shall be incorporated by reference into any quotation, order, order confirmation, contract, agreement or other written instrument issued or signed by SEW in respect to services provided by SEW (such as repairs, conversions, overhauls, start-up (provided these are not already part of services to be provided under a purchase agreement between SEW and the Customer), programming services, maintenance and repair work, retrofitting work on machines and systems, replacement of units). Services shall be provided exclusively on the basis of the applicable order confirmation and any special agreements made in writing in addition to the following conditions. Any other terms and conditions, particularly purchase/order terms and conditions, shall not apply unless SEW approves their validity explicitly in writing.
- (2) Offers for the provision of any services from SEW are subject to change. An agreement in respect of the provision of services shall only come into effect upon written order confirmation by SEW
- (3) If the item for which service is rendered (hereinafter referred to as "service item") is not supplied by SEW, the Customer must provide information about any existing intellectual property rights in respect of the service item. The Customer shall indemnify and hold SEW harmless from any third-party claims vis-a-vis the intellectual property rights, which may arise due to the service required by the Customer to be rendered on the item, if SEW is not at fault.
- (4) If any country-specific operating license is affected by the service to be provided by SEW, particularly as a result of changes, extensions, updates etc. to a system or machine, the Customer is obligated to take the required measures to re-procure the respective operating license or have such measures taken. The Customer shall be responsible for such measures and shall bear all associated costs and expenses.
- (5) If individual components or equipment in machines or systems, that are labelled CE in accordance with Directive 2006/42/EC on machinery, are replaced and/or modified, all safety-related requirements and conditions may need to be checked for continued compliance. The Customer shall be responsible for the check and for restoration of conformity if need be. SEW will only assume this responsibility if an explicit agreement is concluded in writing specifically setting out the responsibilities to be assumed by SEW.
- (6) Unless otherwise agreed explicitly in writing, SEW shall not provide any services in the area of functional safety. It shall be incumbent on the Customer to observe and comply with standards and regulations in the area of functional safety relating to the service item.

§ 2 Services that cannot be performed

- (1) If services cannot be performed for reasons which are beyond SEW's control and the Customer has not informed SEW at least 3 working days in advance, the Customer shall be billed for the requested and agreed work, provided SEW has offered to render the agreed service on time. These reasons include, but are not limited to, the following in particular:
 - the defect that was reported cannot be found during inspection,
 - spare parts to be provided by the Customer are not available,
 - the Customer negligently missed a scheduled deadline,
 - the agreement is terminated while the services are being performed.
 - the Customer did not provide the necessary approvals.
- (2) In such cases, the service item must be restored to its original condition only upon explicit request from the Customer against reimbursement of costs (except if the work performed was not required).

§ 3 Cost information, cost estimates

- (1) Unless stipulated otherwise, services will be billed on a time and materials basis. The latest version of SEW's price lists in effect at the time shall apply.
- (2) To the extent possible, the Customer will be provided an anticipated price for the service. Otherwise, the Customer may set cost limits. If the service cannot be provided at these costs, SEW shall inform the Customer immediately if actual costs exceed anticipated costs by more than 15%.

§ 4 Price and payment

- (1) Unless otherwise agreed in writing, the Customer shall pay in advance, in cleared funds, the associated costs of the services. Where this is not otherwise possible, SEW is entitled to demand and the Customer shall pay a reasonable advance payment at the time the agreement is concluded. Without limiting any other right or remedy of SEW, if the Customer fails to make any payment due to SEW under an agreement by the due date for payment (**Due Date**), SEW reserves the right to charge and claim interests on the overdue amount at the greater rate of (10%) per month above EIBOR base rate from time to time or the maximum permitted by applicable law, accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- (2) All amounts payable by the Customer under an agreement are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under an agreement by SEW to the Customer. Statutory VAT will be billed to the Customer in addition to any other duties or taxes in force from time to time, and Customer shall, on receipt of SEW's invoice, pay to SEW such additional amounts as are chargeable on the supply of the services at the same time as payment is due for the supply of the services.
- (3) If SEW learns of any significant deterioration in the Customer's financial circumstances after sending an order confirmation, any receivables shall be due immediately and upfront. In addition, SEW is entitled to provide outstanding deliverables and services, even at variance from the relevant order confirmation, only against advance payment, and shall be entitled to withdraw from an agreement after a reasonable grace period unless the Customer provides security. The same applies in case of failure to comply with the terms of payment, even if such failure involves other orders arising out of the mutual business relationship between SEW and the Customer.
- (4) The Customer shall pay all amounts due, in full without any deduction or withholding, except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against SEW in order to justify withholding payment of any such amount in whole or in part. SEW may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by SEW to the Customer .

§ 5 Customer's participation and technical assistance, duties to supply information, service related expenses

- (1) The Customer must support SEW in the provision of services, at its sole cost and expense and shall provide access to any relevant premises and authorised personnel. To the extent applicable, the Customer shall keep all materials, equipment, documents and other property of SEW (SEW Material) at the Customer's premises in safe custody at its own risk, maintain the SEW Material in good condition until returned to SEW, and not dispose of or use the SEW Materials other than in accordance with SEW's written instructions or authorisation. Failures of the Customer to comply with this Article will entitle SEW to compensation.
- (2) The Customer must provide SEW all information and documents required to enable SEW to duly provide the services in good time before and during provisions of the services, upon SEW's written request. The Customer must communicate the need for any specific safety checks or requirements (e.g. airport, nuclear power plant, fear of heights) duly in advance. If the services are provided overseas, the Customer must provide information about the travel formalities required (visa, invitations etc.). SEW reserves the right to withdraw from the agreement if any official travel warnings are issued.
- (3) SEW is entitled to charge in addition to the agreed price for the service to be rendered, any expenses, such as transportation, accommodation, visa costs and further service related expenses, in case the service is to be rendered outside SEW's registered office.
- (4) The Customer must inform SEW of all relevant interfaces (hardware and software) that SEW must take into account during the provision of the services. This is especially true for programming services based on the Customer's data processing systems.
- (5) If the service is provided at a location other than SEW's plant, the Customer must take necessary measures to protect persons and objects at the place of performance of the service. In its written order and before start of work on-site, it must also inform SEW personnel of any special existing safety regulations in writing, provided these are of importance for such personnel. It must inform SEW of any violations of safety regulations by SEW personnel. In case of serious violations, it may, in conjunction with

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SEW's contact person, deny the offender access to the place of performance of the service.

- (6) If the service is provided at a location outside SEW's plant, the Customer is obligated to provide technical assistance at its cost, especially by:
 - a) providing suitable auxiliary staff is necessary for the period required; the staff must follow instructions from SEW personnel. SEW assumes no liability for such staff (who shall at all times remain employees of the Customer). If such staff causes defects or damage as a result of instructions from SEW personnel, §§ 10 and 11 shall apply.
 - b) performance of all required construction, ballast and scaffolding works, including the procurement of required building materials.
 - c) providing required equipment and heavy-duty tools as well as required articles and materials of daily use.
 - d) providing heating, lighting, operating force and water, including the required connections.
 - e) providing the necessary dry areas with locks for the storage of tools belonging to SEW personnel.
 - f) protecting the place of performance of the service as well as the materials used from harmful effects of any kind, keeping the place of performance clean.
 - g) providing suitable, burglar-proof day rooms and working spaces (with heating, lighting, washrooms, sanitary facilities) and first aid for SEW personnel.
 - h) providing materials and doing all else that is required for the regulation of the service item and the performance of any tests specified in the agreement.
- (7) The Customer is not authorized to give instructions to SEW personnel, SEW personnel will not become part of the Customer's or end user's operations.
- (8) The Customer's technical assistance must warrant, that the service can begin immediately after SEW personnel arrives and that the service can be performed without delay until acceptance by the Customer. SEW will provide the Customer any special plans or instructions required from it in due time.
- (9) If the Customer does not fulfill its obligations, SEW is entitled but not obligated, after setting a grace period, to perform those acts that the Customer should have performed in the Customer's stead and at its cost (to the extent possible). Notwithstanding the foregoing, SEW's statutory rights and claims will remain unaffected.
- (10) If the service consists of replacing units, it is incumbent on the Customer to ensure that the replacement unit supplied by SEW is functionally compatible with the machine or system in which the unit to be swapped out was housed. SEW shall merely inform the Customer of the technical characteristics of the replacement unit and will not assess its full compatibility across all conceivable technical characteristics.
- (11) If the Customer cannot comply with the above duties to participate on its own, because the service was not provided at its site but at the location of a third-party (such as the end-user), the Customer must oblige and procure that the third-party provides the support services described above.

§ 6 Transport and insurance when providing the service at the SEW plant

- (1) Unless stipulated otherwise in writing, any transportation of the service item to and from the plant, including packing and loading if required, at the request of the Customer, will be billed to the Customer. Otherwise, the Customer may deliver the service item to SEW at its cost and collect the item from SEW after the service is completed.
- (2) The Customer shall bear the transportation risk.
- (3) At the Customer's request, insurance coverage will be taken out for transportation to and (if needed) from SEW plant at its cost to cover insurable transportation risks, such as theft, breakage, fire. Such costs shall be solely the responsibility of the Customer and shall be payable upon written demand by SEW.
- (4) There will be no insurance coverage during the period the service is provided at the SEW plant. The Customer must ensure the continuance of existing insurance coverage for the service item, such as fire insurance, mains water insurance, storm insurance and machine breakage insurance. It is only at the explicit request of and at the Customer's cost that insurance coverage for these risks can be arranged.
- (5) If the Customer is in delay in taking delivery of the service item, SEW is entitled to charge the Customer for storage at its plant. At SEW's discretion, the service item may also be stored elsewhere. The costs and risk of storage shall be borne by the Customer.

§ 7 Period of performance, delayed performance

- (1) Service schedules are based on estimates and are therefore not binding and time is not of the essence with regard to any service provided by SEW hereunder.
- (2) The Customer can demand that the service be performed within a binding period of time, which must be designated as binding, only if the scope of the work has been precisely defined and agreed in writing with SEW.

- (3) The binding period shall be deemed to have been complied with, if the service item is ready for delivery to the Customer, or for testing, if testing is stipulated under the agreement, at the time the period expires.
- (4) If additional or extended orders are subsequently placed, or if there is additional work required, the period shall be extended accordingly.
- (5) SEW shall not be liable for any delays in providing services due to measures or circumstances beyond its control, including without limitation, industrial disputes, especially strikes and lockouts, failure of a utility service or transport network, import and export restrictions, delays in approval from official authorities, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental Order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm. In such circumstances the deadline, if applicable, will be appropriately extended, provided such obstacles have a demonstrably significant effect on the provision of the service.
- (6) If the Customer accrues losses as a result of delay by SEW, the Customer shall be entitled to claim liquidated damages for the delay. This shall be 0.5% for each full week of delay, to an overall maximum of 5% of the service price for that part of the service item that could not be used in time as a result of the delay. Customer accepts that such charges are fair and reasonable pre-estimate of loss that will be suffered by SEW in such circumstances. If SEW is in default, the Customer is entitled to withdraw from the agreement, if the Customer has informed SEW in writing and SEW has failed to remedy such default within a period of thirty (30) days after having received such information. If called upon to do so by SEW, it must inform SEW within a reasonable period of time, whether it is plans to make use of its right of withdrawal. Any additional claims due to the delay shall be subject exclusively to § 11.

§ 8 Acceptance

- (1) The Customer is obligated to inspect, review and accept the services as soon as it is notified of their completion and any contractually stipulated testing of the service item is complete. Customer shall raise any issues with regard to the provision of the services and any related matter thereto upon completion of the services. If the service has not been performed as stipulated in the agreement, Customer must notify SEW of the same and SEW shall remedy the defect, provided such defect has arisen as a consequence of SEW's acts or omissions only. This obligation does not apply if the defect is irrelevant to the Customer's interests or is due to a situation attributable to the Customer. In case of minor defect, the Customer cannot unreasonably refuse to accept the work performed.
- (2) If acceptance of the services is delayed (and SEW is not responsible for the delay), acceptance will be deemed to have taken place two weeks after the Customer has been notified that the services have been successfully completed.
- (3) SEW's liability for visible defects shall be excluded once acceptance is complete, provided the Customer has not notified SEW of a defect and reserved the right to assert a claim in respect of such specific visual defect. Notwithstanding the above, if the flaw or defect is concealed (e.g. a latent defect), such that it is not discovered by normal physical examination Customer must notify SEW of the defect immediately upon its discovery and furnish SEW with sufficient detail and information as SEW may require (see § 10) .

§ 9 Retention of title, extended lien

- (1) SEW reserves ownership of accessories, replacement parts and replacement units used until all payments stipulated in the relevant agreement have been received by SEW. Additional arrangements for providing security can be made.
- (2) For its receivables under the agreement, SEW is entitled to a lien on the service item that is in its possession as a result of the agreement. The lien may also be enforced because of claims from supplies and services rendered earlier, provided these are associated with the service item. The lien shall be applicable to other claims under the business relationship only if these are undisputed or have become legally binding.

§ 10 Warranty

- (1) Subject to the following, in the case of work performances and provisions of services, the Customer shall be entitled to claim subsequent performance if there are defects which are solely attributable to failure or breach on behalf of SEW. SEW will have the option to either cure the defect or re-perform the service that was defective. The Customer shall grant SEW a reasonable time and opportunity to effect subsequent performance. If inappropriate changes are made or maintenance is performed by the

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Customer or a third party without prior approval from SEW, SEW shall no longer be liable for any consequences and no warranty provisions shall apply. The burden of proof for the appropriateness of the changes or maintenance work shall lie with the Customer. The Customer shall have the right to remedy the defect itself or appoint a third party to perform any necessary repairs in urgent cases only (following written approval of SEW). Such defects must represent a threat to operational safety or cause unreasonably excessive damages, and the Customer is obligated to inform SEW immediately of the same. Following SEW's written approval, any reasonable expenses associated with such repairs can be submitted to SEW for reimbursement. Goods or parts which the Customer alleges are defective shall be returned to SEW only when SEW requests the Customer to do so and, if necessary, properly packaged with a packing slip indicating the order number.

- (2) The Customer must promptly inform SEW of any defects detected in a product or the provision of services.
- (3) In the event defects are to be remedied, SEW agrees to bear all reasonable expenses incurred to remedy of the defect, particularly transportation, freight, labor and material costs, as long as such costs do not increase due to the fact that the goods or parts had been brought to a location other than the place of performance of service, unless the transport was in accordance with the intend use.
- (4) In the event subsequent performance proves unsuccessful, the Customer shall be entitled to reduce the remuneration agreed upon or to withdraw from the agreement.
- (5) Any damages caused for any of the reasons listed below and for which SEW is not held responsible as a result of a breach of duty, do not constitute a right to claim under warranty: Inappropriate or improper use after passing of risk, particularly excessive use, incorrect assembly or start-up by the Customer or third party (despite the provision of appropriate assembly instructions), natural wear and tear, incorrect or negligent handling, unsuitable operating material, replacement materials, defects in construction work, non-observance of operating instructions, unsuitable operating conditions, particularly unsuitable chemical, physical, electromagnetic, electrochemical or electrical influences, climatic or environmental influences as well as excessively high or low ambient temperatures, subsequent alterations of the service provided.
- (6) If the service consists of creating or modifying software, the following provisions shall also apply:
 - a) Only deviations from the agreed characteristics that are proven and reproducible by the Customer shall be considered software defects. It shall not be considered a defect if the deviation does not occur in the last version of the software provided to the Customer and it is reasonable for the Customer to use such version.
 - b) There shall be no warranty claims for defects or damages that appear or arise due to special external influences that have not been presumed under the agreement.
 - c) There shall be no warranty claims in case of changes to the software by the Customer or by third parties and the consequences thereof.
 - d) There shall be no warranty claims if the software provided or created is not compatible with the data processing environment used by the Customer.
 - e) A defect shall be remedied either at the Customer's location or at the SEW plant, at SEW's option. If SEW chooses to remedy the defect at the Customer's location, the Customer must provide hardware and software and ensure other operating conditions (including computing time required) with appropriate operating personnel. The Customer must provide SEW all required documentation and information that is in its possession for remedying the defect.
 - f) In creating the software as stipulated in the agreement, SEW merely implements the Customer's functional specifications. SEW does not therefore assume any liability if the use of software created by it violates any patents or utility models of a third party.

The Customer bears the risk that the object operated by using the software or that any process using the software violates any patents or utility models of a third party. SEW does, however, warrant that the software itself is free of any third-party copyrights.
 - g) The Customer is responsible for proper backups of its data.
 - h) The Customer is responsible for testing the software created and/or modified by SEW thoroughly before moving it into production.

§ 11 Liability for damages and reimbursement of expenses

- (1) SEW shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with an agreement. However, SEW shall be liable without limitation for any damages resulting from intentional or grossly negligent breach of duty as well as culpable injury to life, body or health unless governed otherwise by applicable laws.

- (2) In case of gross negligence on the part of non-managerial employees SEW's liability shall be limited to property damage and pecuniary loss deemed typical within the scope of the agreement and which can be reasonably foreseen.
- (3) In case of minor negligence, SEW shall be liable for property damage and pecuniary loss only if there is a violation of significant contractual obligations. Here too, SEW's liability shall be limited to property damage and pecuniary loss deemed typical and foreseeable within the scope of this agreement.
- (4) All other, warranties, conditions, implied terms, liability for damages (other than that regulated in the preceding paragraphs) is excluded, irrespective of the legal nature of the claim asserted. This applies, in particular, to tortious actions.

§ 12 Statutory limitation

Subject at all times to the limitations under § 11, all claims of the Customer, on any legal ground whatsoever, shall become barred by limitation after 12 months from the relevant commencement of the statutory period of limitation. For services performed on non-SEW products, namely service items not produced and/or marketed by SEW or a company associated with SEW, the warranty period shall be as well 12 months, if not agreed differently in writing.

§ 13 Rights of use to the software

If the service consists of the creation of software, the Customer shall receive the worldwide, non-exclusive, unlimited, irrevocable, unrestricted and transferrable right of use to the same. SEW reserves the right to continue to use, or to grant additional rights of use to any of the services it provided as part of the software creation process for its own business purposes, including services to third parties.

§ 14 Payment of damages by the Customer

For services provided outside SEW's plant, if equipment or tools provided by SEW are damaged or lost and SEW is not responsible, the Customer is obligated to pay for this damage and or loss suffered. Damages that can be traced to normal wear and tear shall be excluded.

§ 15 Jurisdiction and Applicable Law

- (1) These terms and conditions shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- (2) Any dispute arising out of or in connection with these terms and conditions and any agreement to which they relate, including any question regarding its existence, validity or termination, shall be subject to the non-exclusive jurisdiction of the Courts of the Dubai International Financial Centre. Each party irrevocably submits to the jurisdiction of the DIFC Courts and waives any objection it may have to disputes arising out of or in connection with this contract being heard in the Courts of Dubai International Financial Centre on the grounds that it is an inconvenient forum (forum non conveniencie).

§ 16 Right of Withdrawal / Termination

- (1) Without limiting its other rights or remedies, SEW may terminate an agreement with immediate effect, and without the need for a court order, by giving written notice to the Customer if: a) the Customer commits a material or persistent breach of an agreement and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing of the breach; or b) the Customer is unable to pay its debts or suffers any event which could be reasonably considered to indicate that it is insolvent or at serious risk of becoming so in the relatively near future including, insolvent liquidation, a declaration of bankruptcy, the presentation of a bankruptcy or a winding up petition or the appointment of an administrator, receiver or similar over any of its assets or undertaking.
- (2) Without limiting its other rights or remedies, SEW shall have the right to terminate an agreement or suspend all further provision of services under the agreement or any other agreement between the Customer and SEW if: a) the Customer fails to pay any amount due under an agreement on the due date for payment; or b) the Customer becomes subject to any of the events referred to in § 16.1 (b), or SEW reasonably believes that the Customer is about to become subject to any of them.
- (3) On termination of an agreement for any reason, a) the Customer shall immediately pay to SEW all of SEW's out-standing unpaid invoices plus interest, as applicable; b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of an agreement that

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existed at or before the date of termination or expiry (subject to the limitations noted herein); c) clauses which expressly or by implication have effect after termination shall continue in full force and effect and d) the Customer shall return all of SEW's Materials, items and equipment that may be in its possession. If the Customer fails to do so, then SEW may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible and liable for their safe keeping and will not use them for any purpose.

§ 17 Severability

If any term or provision of an agreement is found by a court or tribunal of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions of the agreement, but such term or provision shall be modified to the minimum extent necessary to render such term or provision valid and enforceable.

§ 18 Assignment

- (1) SEW may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under an agreement and may subcontract or delegate in any manner any or all of its obligations under an agreement to any third party.
- (2) The Customer shall not, without the prior written consent of SEW, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under an agreement.

§ 19 Notice

Any notice or other communication required to be given to a party under or in connection with an agreement shall be in writing and shall be delivered to the other party personally or sent by commercial courier, at its principal place of business with a copy to its registered office (if a company) or (in any other case) the address set out in the relevant agreement; or sent by fax or email to the other party's main fax number or email address, respectively. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission. For the purposes of these terms and conditions, reference to Business Day shall mean a day (other than a Friday, Saturday or a public holiday) when banks in UAE are open for retail business.

§ 20 Waiver and Cumulative Remedies

A waiver of any right under an agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under an agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under an agreement are cumulative and do not exclude rights provided by law.

§ 21 No Partnership or Third Party Rights

Nothing in an agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. A person who is not a party to an agreement shall not have any rights under or in connection with it.

§ 22 Variation

Except as set out in these terms and conditions, any variation, including the introduction of any additional terms and conditions, to an agreement shall only be binding when agreed in writing and signed by SEW.

§ 23 Authority

Customer represents and warrants to SEW that its signatory has been duly authorised and upon execution of an agreement, it will constitute a valid and legally binding agreement of Customer enforceable against Customer in accordance with its terms.

§ 24 Confidentiality

- (1) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by § 24 (2).
- (2) Each party may disclose the other party's confidential information: a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under an agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers, to whom it discloses the other party's confidential information, comply with this § 24; and b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (3) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the relevant agreement.

§ 25 Export Control Compliance

- (1) The Parties [SEW and the Customer] acknowledge that the supply and/or service or parts thereof, in particular the export and transit of goods, the transfer of technology, trade and brokering, technical support or the provision of economic resources may be subject to EU-, German-, US- or other country-specific export control laws and regulations (e.g. restrictions against countries, persons, use et al.) and financial sanctions (afterwards named as Export Control Regulations).
- (2) The Parties shall comply with all applicable Export Control Regulations. This includes in particular any regulations of the country of destination. The Parties acknowledge that the supply and/or service affected by such Export Control Regulations can be subject to authorization or may be prohibited. In the event that any applicable Export Control Regulation would prevent SEW or the [Customer] not only temporarily from complying with this Agreement, then each Party shall have the right to cancel the affected supply and/or service or the Agreement in whole or in part.
- (3) Delays caused by licensing procedures by competent export control authorities shall extend the time of performance accordingly; this applies in particular to delivery times.
- (4) Any claims for compensation in connection with the refusal or delay of an application with respect to Export Control Regulations are excluded, unless they concern damages from the injury of life, body or health or unless the damage was caused intentionally or gross negligently by any Party.
- (5) The Parties undertake to cooperate in any authorization/licensing procedures. Upon request, each Party shall immediately provide relevant information/documents (e.g. end-use certificates) that are required in the application process to the other Party.

