

Export Control Compliance

(1) The Parties [SEW and the Other-Party] 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-, Finnish-, 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 [Other-Party] 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 authorisation/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.