

## GENERAL TERMS AND CONDITIONS

**The General Terms and Conditions, valid as of 18.05.2026, contain amendments to the previous version in the points listed below:**

**II.1, III.1, IV.1, IV.2, V.3, V.8, VII.5, VII.10, VII.11, VIII.2, VIII.3, IX.1, IX.11, X.**

**Please pay attention, that the present General Terms and Conditions contain provisions that deviate from legal regulations or general business practices, which have been highlighted with bold and underlined formatting.**

### I. Effect and Terms

1. These General Terms and Conditions (hereinafter referred to as „**General Terms**“) shall remain in force until its withdrawal.
2. In these General Terms Bosch Rexroth Ltd. will be referred to as the **Entrepreneur**, while the party entering into a contractual relationship with it will be referred to as the **Principal**. Entrepreneur and Principal will be jointly referred to as the **Parties**. The person using the Webshop service specified in a separate regulation shall also qualify as Principal. For the purpose of these General Terms, the Supplier carrying out the activity shall also qualify as Entrepreneur with special regard to the service activity specified in the separate regulation.

A representative may proceed on behalf of the Principal, however, **the Entrepreneur will not be obliged to examine the content and the extent of the authorisation entered into by the Principal and its representative.** If the Principal is represented by a representative and any of the documents mentioned in these General Terms is signed by the representative of the Principal, **the Entrepreneur shall not be liable in any way if the Principal fails to accept the content of the handover protocol signed by its representative.**

The Contractual Declaration of the Parties and these General Terms shall jointly constitute the Contract of the Parties (hereinafter referred to as the **Contract**).

The goods and service ordered by the Principal and supplied or performed by the Entrepreneur shall be referred to as the **Product** in these General Terms.

Machines and machine units to be serviced by the Entrepreneur according to the service activity specified in the separate regulation shall qualify as **Instruments**.

The handover protocol, the delivery note, the consignment note and the service worksheet shall qualify as **Shipping certificate**.

The **Service Customer Worksheet** is a report on defect revelation drawn up by the Entrepreneur in relation with these General Terms, it comprises a report on the defects of the Tool observed by the Entrepreneur and the carried out activity.

3. The aim of this document is to determine the contractual rights and liabilities of the Entrepreneur and the Principals who enter into a contractual relationship with it, the conditions of settlement and payment and all other general contractual conditions. **The Principal accepts the fact that unless otherwise agreed by the Parties its order shall also mean the acceptance of the present General Terms written by the Entrepreneur without any other specific declaration relating to this fact.**

**The Entrepreneur is entitled to modify these General Terms, with special regard to the changes in legal rules and the modifications of its business policy.**

### II. Contractual Declarations

1. **Enquiries, offers, orders, after-sales worksheets, service worksheets, supply drawdowns, their confirmation, acceptance, individual, named contracts, as well as their amendments and additions (hereinafter collectively referred to as: Contractual Declarations) shall primarily require a written form to be valid. Contractual Declarations may be sent by post, telefax, and e-mail, as well as delivered in person, in accordance with the relevant legal regulations. A Contractual Declaration that deviates from the method of transmission of Contractual Declarations recorded above shall not create a contract. In this case, the Entrepreneur's specific performance obligation shall only arise if the Principal has expressly accepted the Entrepreneur's offer and the present General Terms and Conditions.**

2. **These General Terms and the offer of the Entrepreneur shall be deemed accepted if the Principal places the order after accepting the offer of the Entrepreneur or does not make any remark to the content of the order confirmation in any written form within 3 (three) days, or expresses its acceptance by any other referring behaviour or by receiving the Product.**

The Entrepreneur shall be bound by the offer for 14 (fourteen) days, after this period of time it expires and the Entrepreneur become exempt from its contractual obligation. **The offer and performance of the Entrepreneur shall be governed solely jointly by the confirmation of order and these General Terms even if the original order of the Principal contains other prescriptions.**

3. The Entrepreneur expressly reserves the ownership right and the copyright of all and any documentation (connection drawings, list of pieces etc.) handed over by it to the Principal, and the Principal cannot make them available for third parties without the prior written consent of the Entrepreneur. The Entrepreneur undertakes to treat confidentially all documentation made available for it by the Principal. The Entrepreneur will not be obliged to examine whether the protection right of the third party covers any product affected by the order of the Principal, which are not property of the Entrepreneur, and **the Entrepreneur excludes all liability arising from this.**
4. The first offer of the Entrepreneur is normally free of charge, further offers, plans etc. will be free of charge only if the Principal orders the Product and the Entrepreneur confirms it.
5. The official language of the Contractual Declaration shall be Hungarian, including all oral and written communication relating to the performance of the contract with special regard to plans, approvals, technological descriptions, invoices, reports and all other documents.

### III. The rights and obligations of the Principal and the Entrepreneur

1. The Principal shall declare in writing to the Entrepreneur all changes and modifications arising in its company data during the period of time of the performance by the Entrepreneur (with special regard to, but not exclusively, the change in tax number, company name, company seat, main activity, person authorised to sign for the company) within 5 days from registration in the Companies Register. It will be the obligation of the Principal to fulfil this declaration obligation within the specified deadline. Should the Principal fail to fulfil this declaration obligation or fail to authentically prove the fact of declaration, it may not refer to its own failure towards the Entrepreneur in order to exempt itself from liability, and the Entrepreneur may consider the company data specified in the Contract as effective and valid until the declaration is made. All costs arising from the failure to

provide notification, or from a delay in providing it, shall be borne by the Principal.

following the Principal's receipt of the Product.

payable. If the cancellation of the order is rejected by the Contractor, the full price of the order shall be payable.

2. By accepting the terms and conditions of this Contract, the Principal declares not having any expired public debt or liquidation procedure ordered by a legally binding decision relating to the company's wealth, and no bankruptcy or final settlement had been ordered by legally binding decision, or final settlement had not been denied due to the lack of financial cover. The Principal shall forthwith inform the Entrepreneur if a liquidation procedure is initiated against its company's wealth, or bankruptcy or final settlement has been initiated against it, or the final settlement has is due to the lack of financial cover.

3. Payment will be considered fulfilled when the amount of the invoice issued by the Entrepreneur is credited on the bank account of the Entrepreneur without any deduction. **Retaining the payment or including any claims such as warranty claim on the basis of lapse of interest, or decreasing the purchase price shall be unacceptable unless approved in advance by the Entrepreneur in writing.**

4. In the case of delayed payment, the Entrepreneur may charge delay interest from the due date of the payment, up to the amount specified in Section 6:155 of the Hungarian Civil Code on economic organisations, and may charge all its costs arising in relation with delayed payment with special regard to the content of Directive no. 2011/7/EU.

**The Entrepreneur may claim the financial cover for the entire purchase price in advance if the performance on time of the counter-service is endangered, or if circumstances which reduce the credit liability of the Principal arise after the confirmation of the order by the Entrepreneur. In such cases the Entrepreneur may withhold the performance until the financial cover is ensured or may withdraw from the Contract and may also claim the reimbursement of its arising damages.**

5. **The Principal shall not be entitled in any way to deduct anything from the Entrepreneur's invoice.**

3. **The Parties state with common consent that joint damage liability specified in Section 6:541 of the Hungarian Civil Code and damage liability specified in Section 3:118 of the Hungarian Civil Code will be excluded in respect of the Entrepreneur's leading officer. The Principal takes notice of the fact that it will not be entitled to enforce damage claim or reimbursement claim towards the leading officer of the Entrepreneur according to section 6:541 of the Hungarian Civil Code or section 3:118 of the Hungarian Civil Code. By accepting these contractual terms and conditions, the Principal expressly and irrevocably waives its right to damages specified in this point.**

#### IV. Price determination and payment conditions

1. Unless otherwise agreed by the Parties in writing, the agreed price shall contain the cost of transport and package except for cases of special transport or package on which the Parties shall agree in their Contractual Declarations. The Entrepreneur declares that it will charge HUF 3000 i.e. EUR 10 transport charge for product orders not exceeding net HUF 35,000 i.e. EUR 100.

2. In the absence of a differing written agreement, **the Principal is obligated to settle the Entrepreneur's invoice without any deductions within 30 (thirty) days from the date of performance by means of bank transfer.** In the case of high value products or products manufactured (purchased) in a special way according to the buyer's needs, unless otherwise agreed in writing, one-third of the purchase price is payable as an advance upon acceptance of the order, a further one-third upon the Principal's receipt of the Entrepreneur's notice of readiness, and the final one-third within ten days

#### V. Cancellation Fee

1. If the Principal cancels an order for products falling into the Preferred product category within two weeks before the expiry of the delivery deadline confirmed by the Entrepreneur, a cancellation fee equivalent to 4% of the net value of the order shall be payable.

2. If the Principal cancels an order for products belonging to the Standard product category within the planned lead time, based on the delivery deadline confirmed by the Entrepreneur, a cancellation fee equivalent to 15% of the net value of the order shall be payable.

3. The cancellation of an order for a product to be manufactured according to the Principal's unique requirements is always subject to individual assessment. If the cancellation is approved by the Entrepreneur, an amount corresponding to 4% of the net value of the order, in addition to supplier and other incurred costs, shall be

#### VI. Method and time of performance

1. The Entrepreneur shall perform according to the contract and DAP transport parity with the exception of service activities ruled in a separate regulation.

**The Entrepreneur reserves the right of partial and advanced supply without the consent of the Principal.**

In the case of forwarding and transportation, the Entrepreneur will contract insurance for the Products only if requested by the Principal and for the costs of the Principal solely for the risks specified by the Principal.

2. **If the handover of the Product is delayed for any reason not attributable to the Entrepreneur, the risk shall be assigned to the Principal from the day of the declaration on readiness for delivery** however the Entrepreneur will conclude an insurance contract upon the request of the Principal as specified by the Principal.

3. The Principal cannot refuse to receive the Product due to damages arising during transportation and not hindering the utilisation of the Product or due to some quantitative lack. **The Principal shall receive the Product even if insignificant lacks are observed and the shall inform the Entrepreneur in writing of the observed defect or lack at the latest 5 days from reception, after this period the complaint shall be considered as late complaint with all its legal consequences. The Principal is obliged to note the fact of any defect or shortage on the shipping document upon receipt of the Products, and to prove it to the Entrepreneur with photographic evidence. For any defect or shortage reported more than 5 calendar days following the receipt of the Products, the Principal shall have no right to any form of compensation or remedy, either on grounds of quantity or quality discrepancies.**

4. The Product shall be handed over and received when the Principal signs the delivery note or any other document (e.g. after sales worksheet). **An employee / subordinate / commissioned person / subcontractor / any other assistant in the performance may also sign the delivery note or other document on behalf of the Principal.**

5. **The deadlines indicated in the offer of the Entrepreneur are only for informative purposes. The Entrepreneur will indicate the valid performance deadline in the confirmation of the order** after clearing all technical and

transportation details with the Principal and obtaining the advance money paid by the Principal if the Entrepreneur requests it. **The declaration on readiness of the Product for delivery or of the service for provision shall also mean fulfilment within deadline even if the transportation, the delivery or the handing over is impossible for any reason.**

6. **In the case of vis maior or any other event falling out of the Entrepreneur's competence and hindering or delaying the normal process of performance (or the termination of existing delays), the deadline of performance shall be prolonged by the period of time of the obstacle. In exceptional cases, when the circumstances exclude without any doubt the culpability of the Entrepreneur, it may be entirely or partially exempted from its obligation of performance.** The Entrepreneur shall forthwith inform the Principal when such obstacle arises. In the event of vis maior, the Entrepreneur will be entitled to entirely or partially withdraw from the Contract without affecting any other rights if these events do not last for an insignificant period of time and/ or lead to a significant reduction of its needs, and/or maintaining the Contract would be significantly harmful for the other interests of the Entrepreneur.
7. **If the Entrepreneur performs with delay due to any reason not attributable to it, this fact alone will not entitle the Principal to terminate the contract or withdraw from it, and in such cases it may not claim damages due to delay or non-performance.**
8. **If the performance is delayed upon the request of the Principal, the Entrepreneur will charge warehousing costs after 1 (one) month from the declaration on readiness of the Product, it shall amount to at least 12 % of the invoice amount per month in the case of own storing. If the performance cannot be carried out within the reasonable supplementary deadline communicated in writing, the Entrepreneur may dispose with the Product and may indicate a new deadline of delivery.**

In such cases, the Entrepreneur will be entitled to enforce all its costs arising in relation with this situation towards the Principal.

## VII. Maintaining the ownership

1. **The Entrepreneur shall maintain the ownership of all Products and Instruments supplied to the Principal until the purchase price and all other complementary costs relating to the**

**performance are paid, and until the date when all obligations arising from this Contract are fulfilled by the Principal towards the Entrepreneur. During the period of this ownership all and any assignment to third parties, charge with mortgage, rent, use or utilisation by third party shall be invalid without the Entrepreneur's prior written consent.**

2. The Principal will be entitled to connect (combine), work or use the supplied Product to products made by other trademarks and use it during its normal business activity even if Section 1 is relevant with the limitation that the maintenance of ownership will relate also to objects coming into being in this way i.e. it shall create co-ownership on them. The Principal shall preserve the Product for the Entrepreneur without any charge during the period of time of the maintenance of the ownership of the Entrepreneur.
3. If the Product or the new product coming into being as a result of its use is sold, the Principal shall settle from the income first of all the remaining part of the purchase price or any other debt existing towards the Entrepreneur.
4. If the Principal violates any of the provisions of this chapter, the Entrepreneur will be entitled to charge delay penalty up to 30 per cent of the net purchase price of the Product.

## VIII. Warranty and guarantee

1. During the warranty period, the Entrepreneur shall be liable for defective performance according to the terms of this Contract. It will be exempt of the warranty obligation if it proves that the cause of the defect came into being after the performance.

If the ownership of the Product is assigned, the new owner may enforce the rights arising from warranty towards the Entrepreneur undertaking the warranty.

2. The warranty claim may be enforced during the warranty period. The warranty period will start on the date of reception of the Product by the Principal.
3. **The Entrepreneur undertakes 1 (one) year warranty for Products and 6 (six) months warranty for services in the event of operation in one shift unless otherwise agreed in a casual agreement or otherwise ruled by contract. In the case of Products supplied by the Entrepreneur but considered as foreign, the Entrepreneur will provide a warranty period equalling to the warranty period provided by the**

manufacturer. The warranty of the Entrepreneur will relate only to Products becoming defective during appropriate use. Its warranty obligation will cease to exist if the Principal opens the Product or uses it in an unprofessional way.

4. The warranty obligation of the Entrepreneur shall be 1 year.
5. **The Entrepreneur will first of all repair or, if repair is impossible, change at its registered office the Product which is proved to be defective due to any reason existing before the assignment of damage risk, with special regard to construction, raw material or execution defect. Furthermore, if repair or change is impossible or the Entrepreneur does not undertake it, it may repurchase the defective Product for the purchase price or if the defective parts are resent free of charge, it may send free of charge new parts complying with the original order. The Product may be resent only upon the prior consent of the Entrepreneur, otherwise the Entrepreneur will not be obliged to receive the resent Product, to bear its costs or to send a replacing product, and the risks and costs of storing shall be born by the sending party.**

The Entrepreneur will be obliged to fulfil its warranty obligation exclusively at its registered office with the exception of service and repairing tasks on the site in which cases the place of performance based on the original agreement will be the place of warranty. Warranty liability may be fulfilled elsewhere than the premises of the Entrepreneur only on the basis of the separate relevant written agreement of the Principal and the Entrepreneur; nevertheless the Principal shall bear all extra costs arising for the Entrepreneur.

6. Warranty and guaranty shall not cover unprofessional operation or negligent handling (with special regard to excessive utilisation, inappropriate operational environment, mechanical damages, inappropriate repairs etc.) i.e. changes and defects arising from any reason attributable to the Principal. **The Entrepreneur will be exempt from its warranty and guarantee obligation if the Principal fails to ensure the time and opportunity required for the repair and/or part change in spite of a relating notice sent to it, and if the Principal or any third party carries out changes or maintenance tasks on the Product without the prior consent of the Entrepreneur.**
7. The Principal will be entitled to repair the defect itself or have them repaired by a third party and require reasonable cost

settlement from the Entrepreneur only if the case is urgent and threatens the security of operation, or if the Entrepreneur delays with the repair of the defect without any justification and simultaneously a prior notification is sent to the Entrepreneur in writing.

8. Entrepreneur shall bear the direct costs of repair, complementary transport, spare parts and their delivery costs in the territory of Hungary if the complaint proves to be well founded.

9. The original period of warranty and guarantee will be prolonged by the period of repair or change.

10. **In addition to the above mentioned, the Principal may not express any other claim especially not in respect of costs for consequential damages (including, but not limited to, e.g. interruption of production, damage of the machine, loss of profit, data loss, damage to reputation).**

11. **The Principal may claim damages arising in relation with defective performance or service if the repair or change is impossible, if the Entrepreneur does not undertake the repair or the change or cannot fulfil this obligation or if the Principal is not interested in the change or repair any more due to the Entrepreneur's delay. This claim for damages will lapse within the period of time specified for the enforcement of implied warranty rights.**

12. If it is proved that the repair of the Product does not fall under the Entrepreneur, the Principal will reimburse to the Entrepreneur all its attested costs arising in relation with the repair.

13. If the Product performed by the Entrepreneur becomes defective during the warranty period, the service department of the Entrepreneur must be contacted in order to professionally detect and repair the defect, its contact data are the following: service@boschrexroth.hu

#### **IX. Withdrawal from the Contract or termination of the Contract**

1. The Parties may withdraw from the Contract at any time before the Entrepreneur starts the performance, after this date they may terminate the Contract until the date of performance.

2. The Entrepreneur may withdraw from the Contract or terminate it with immediate effect in the following cases:

- The court states in a legally binding decision the insolvency of the Principal during a liquidation procedure, or a legally binding bankruptcy proceeding or final settlement is initiated against the Principal.

- The Principal delays with its payment obligation and fails to fulfil it despite the written demand containing a supplementary deadline of the Entrepreneur;
- The Principal violates its obligations specified herein or any other agreement separately concluded between the Parties, and fails to respect these provisions in spite of the relevant written warning of the Entrepreneur.

- In the event of a serious or repeated breach of contract, the Entrepreneur is entitled to terminate the contract or withdraw from it without prior written notice.

3. **The Entrepreneur may unilaterally withdraw from the Contract or terminate it in the case of unforeseeable events mentioned in Section V.6. and Section V.7. if they seriously influence the performance or render it significantly harder, and if the partial or entire performance subsequently turns out to be impossible, and no damage or any other claim may be enforced towards the Entrepreneur as a consequence of this.**

4. The Entrepreneur may exercise this right of withdrawal or termination upon the condition that it shall forthwith inform the Principal. **It may also withdraw from the Contract even if earlier they had agreed to prolong the supply deadline.**

5. The Party entitled to terminate the Contract on the basis of the Contract or any legal rule may exercise this right by sending a declaration to the other Party's company seat by mail. Delivery shall be governed by Section IX.7.

#### **X. Miscellaneous conditions**

1. **The Entrepreneur shall not be liable for any indirect or direct, material or non-material damages, until it is proven beyond a reasonable doubt that the damage was caused by the Entrepreneur and that the damage, as a possible consequence of the breach of contract, was foreseeable at the time of the conclusion of the contract. The Entrepreneur's liability for any Principal claim or enforcement of claims – including claims for compensation for indirect or consequential damages – shall be limited in total to 15% of the net fee for**

**the work performed by the Entrepreneur. The Entrepreneur's liability for breach of contract caused intentionally, or causing damage to human life, physical integrity or health, shall be governed by the Civil Code (Ptk.).**

2. **All and any declaration deviating from, completing or modifying these General Terms may be enforced solely if confirmed in writing by the Entrepreneur. Written form shall include communication sent via fax or e-mail as well.**

3. The invalidity of any of the provisions of the Contractual Declarations or these General Terms shall not affect the validity of the remaining provisions. The Parties shall replace the invalid provision with another provision which is the closest to the intention of the original Contract.

4. The Parties are obliged to treat any technical or business information acquired in connection with each other's activities, based on the offer, the contract, or its performance, as a business secret towards third parties, and to do so even after the termination of the contract until such information becomes generally known by other means, unless the Parties waive this confidentiality requirement in writing in advance. **The employees and subcontractors of the Parties, and their employees, are also bound by confidentiality accordingly.** The Parties are responsible for ensuring that their own employees and their subcontractors' employees comply with these obligations. The Contractual Declaration, its details, or any data related to the performance of the contract may only be disclosed with the prior written consent of the Parties. This rule also applies to its use as a reference.

5. **Regarding the rights and obligations of the Principal arising from this Contract, the right assignment specified in Section 6:202 of the Hungarian Civil Code may take place solely if the Entrepreneur approves and signs the written contract.**

6. This Contract may be modified or completed only in writing by the signature of the representatives of the Parties authorised to sign for the company. The requirement of written form may be modified solely in writing.

7. **The Parties agree to consider delivered all mail consignments sent to each other's address in relation with their contractual relationship by**

official acknowledged mail consignment even if the consignment could not be delivered or the other party did not learn about it, from the date of the first mail delivery attempt or if it is unknown from the fifth day from the second mail delivery attempt, if it is unknown also or the delivery is not attempted a second time, on the day when the post sends back the undelivered consignment to the sender. The Parties agree that they accept the e-mail correspondence as the basic form of all written communication relating to the daily activities with the exception of cases specified by legal rules.

8. These General Terms and Conditions are of exclusive nature, the Entrepreneur does not recognise the contractual or general terms and conditions of the Principal opposing or deviating from these General Terms unless it expressly approves their validity in writing. These General Terms shall be governing even if the Principal accepts the performance of the Product or pays its purchase price to the Entrepreneur being aware of the terms and conditions opposing or deviating from these General Terms. The Contracting Parties exclude the application of paragraph (5) of Section 6:63 of the Hungarian Civil Code.

9. The Contractual Declarations and these General Terms and Conditions shall contain all conditions relating to the Contractual Relationship of the Parties and all previous agreements not included into the Contractual Declarations or These General Terms shall become invalid. The oral agreements concluded after the date of this Contract, especially the subsequent amendments of these General Terms and Conditions and all other supplementary agreement shall be valid only if confirmed in writing by the Entrepreneur.

10. The Parties shall try to settle all disputes in a friendly way by way of negotiation. If they fail to reach an agreement, they shall firstly initiate mediation procedure for settling the disputes. Unless otherwise agreed, the Parties shall submit their disputes to the exclusive competence of the District Court of Székesfehérvár or the Courthouse of Székesfehérvár depending on the value limit.

11. If a third party asserts a claim against the Principal (whether in litigation or out-of-court proceedings) which gives rise to or may give rise to an obligation for the Entrepreneur under this contract, or

may otherwise affect the Entrepreneur's liability towards the Principal or a third party, the Principal is obliged to inform the Entrepreneur in writing without delay after becoming aware of the claim. In addition to identifying the asserted claim, the Principal is obliged to communicate all essential details to the Entrepreneur.

Furthermore, the Principal is obliged to enable and do everything in its power to ensure that the Entrepreneur can fully participate in the proceedings aimed at enforcing the claim, can present its defense against the claim made by the third party at all stages of the claim enforcement, and can make statements on the merits of the case (for example, as a party or as an intervenor on the Principal's side).

If the Principal fails to comply, or complies with delay, with the above obligation to inform or cooperate, and this leads to the impairment of the Entrepreneur's rights or legitimate interests, the Entrepreneur shall be released from all obligations that would be incumbent upon it towards the Principal or any third party arising from the third-party claim. In the event of a breach of its obligations in this clause, the Principal expressly and irrevocably waives the right to bring any claim against the Entrepreneur based on the claim asserted by the third party. The Principal is also obliged to fully indemnify and hold the Entrepreneur harmless from any and all damages, costs, and liabilities incurred by the Entrepreneur as a result of this breach of obligation.

12. The Parties wish to deviate from Section 6:25 of the Hungarian Civil Code and shall rule the warning relating to the performance of payment as a circumstance interrupting the lapse.

13. Solely the Parties or third parties expressly authorised in a contractual relationship will be entitled to claim the service specified in the Contract. Third parties not expressly authorised in a contractual relationship will not be entitled to claim the service specified in this Contract.

14. All questions not regulated herein or in the Contractual Declarations shall be governed by the current Hungarian Civil Code in force and the provisions and prescriptions of all other relevant Hungarian legal rules.

## **XI. Foreign Trade Law Clause**

1. Either party is entitled to refuse to perform its obligations under this contract if the Foreign Trade Law applicable to

this contract and/or the performance of the contract, including but not limited to national and international (re-)export control and customs regulations, including embargoes and other sanctions (hereinafter: "**Foreign Trade Law**"), makes it impossible or prohibits the performance of the obligations under this contract. In such cases, either party is entitled to terminate this contract in whole or in part, if the Foreign Trade Law makes the proper performance of the obligations under this contract impossible or prohibits it. If, in the case of partial termination, partial performance is excluded for technical or legal reasons, or if one of the parties has no interest in partial performance, the termination shall terminate the contract in its entirety.

2. In the event of a delay in the performance of the obligations under this contract due to authorization, approval or similar requirements under the Foreign Trade Law (hereinafter: "**Permit**"), the established deadlines and dates shall be extended/postponed by the period between the conclusion of the contract and the granting of the Permit. If the Permit is refused or not granted within 12 months of the submission of the application, either party is entitled to withdraw from or terminate the contract in whole or in part, if this Permit is required for the performance of the obligation. If partial performance is excluded for technical or legal reasons, or if one of the parties has no interest in partial performance, the termination shall terminate the contract in its entirety.

3. Either party is obliged to notify the other party within a reasonable time as soon as it becomes aware of any Foreign Trade Law that may prohibit or make performance impossible according to section 1, or may delay performance according to section 2.

4. Upon request, the Principal is obliged to provide the Entrepreneur with all information and documents that it needs to comply with the Foreign Trade Law or that are requested from the Entrepreneur by the authorities. This includes information and documentation, including but not limited to, the end-user, the destination, and the intended (end-)use of the Deliveries and Services. The Entrepreneur may, at its sole discretion, refuse to perform its obligations under this contract or terminate the contract if the Principal does not provide this information or documentation within a reasonable time specified by it.

5. If the Principal provides any Deliveries and Services to any third party (in particular to any affiliated company of the Principal), the Principal is obliged to comply with the applicable Foreign Trade Law, if the Principal's non-compliance could lead to a breach of our obligations to act or refrain from acting under the

Foreign Trade Law. The Entrepreneur is entitled to refuse to perform its obligations under this contract if the Principal's breach of obligation could lead to a breach of its obligation to act or refrain from acting under the Foreign Trade Law, or may terminate the contract with immediate effect if the Principal breaches this obligation.

6. If the Principal purchases products from the Entrepreneur that fall under the scope of Article 12g of Regulation (EU) No 833/2014 or Article 8g of Regulation (EC) No 765/2006, the following shall apply:

**6.1** The Principal shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus, any goods or technology supplied under or in connection with this contract which fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Regulation (EC) No 765/2006, as amended from time to time.

**6.2** The Principal shall use its best endeavours to ensure that the purpose of section 6.1 is not frustrated by third parties further

down the commercial chain, including any resellers.

**6.3** The Principal shall establish and maintain an adequate monitoring mechanism to detect conduct by third parties further down the commercial chain, including any resellers, that would frustrate the purpose of section 6.1.

**6.4** If the Principal, at least negligently, breaches section 6.1, 6.2 or 6.3, this shall entitle the Entrepreneur to immediately cease further deliveries to the Principal and to terminate this contract and any contract concluded under this contract at any time, insofar as they have not yet been fully performed. In this case, it is not necessary to issue a prior warning letter before the notice of termination. This shall not affect the statutory right of both parties to terminate this contract with immediate effect.

**6.5** The Principal shall immediately inform the Entrepreneur of any problems in connection with the application of sections 6.1, 6.2 or 6.3, including any relevant activities by third parties that could frustrate the purpose of section 6.1. The

Principal is obliged to provide the Entrepreneur with information on the performance of the obligations under sections 6.1, 6.2 and 6.3 within two weeks of a simple request for such information.

7. In the case of the delivery of goods across customs borders to the Entrepreneur, the Principal is obliged to provide the Entrepreneur with all documents and information necessary for the complete and correct import customs declaration for the shipment, such as commercial invoice and delivery note. In the case of free-of-charge deliveries to the Entrepreneur, the Principal must state a value on the pro forma invoice that reflects the real market price, as well as the note "For customs purposes only". The value must include all components of the goods, such as hardware and software.
8. Unless otherwise provided in writing, the cross-border delivery or provision of software, technologies or other data (e.g. map data) shall take place exclusively by electronic means (e.g. by e-mail or download). This clause does not cover the delivery of embedded software (software installed on hardware).