

Export Regulations

of STIWA

Version December 2023

1. Preamble

These are the Export Regulations of STIWA Group (“**STIWA**”). They must be followed by STIWA's contractual partners, customers, suppliers, etc. (“**BUSINESS PARTNER**”). They apply in addition to any agreement concluded between STIWA and the BUSINESS PARTNER (“**AGREEMENT**”), which refers to this Export Regulations.

2. No Russia/Belarus Clause

2.1. The BUSINESS PARTNER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the AGREEMENT that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

2.2. The BUSINESS PARTNER shall undertake its best efforts to ensure that the purpose of paragraph 2.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers (e.g. setting up and maintaining 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 2.1).

2.3. Any violation of paragraphs 2.1 or 2.2 shall constitute a material breach of an essential element of the AGREEMENT, and STIWA shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of the AGREEMENT; and
- (ii) the unilateral right of STIWA to assert any costs arising from (i) or other charges associated with the breach of paragraphs 2.1 or 2.2 against BUSINESS PARTNER in whole or in part.

2.4. The BUSINESS PARTNER shall immediately inform STIWA about any problems in applying paragraphs 2.1 or 2.2 including any relevant activities by third parties that could frustrate the purpose of paragraph 2.1. The BUSINESS PARTNER shall make available to STIWA information concerning compliance with the obligations under paragraph 2.1 or 2.2 within two weeks of the simple request of such information.