

No re-export to Russia or Belarus

I. Buyer warrants that it shall neither directly nor indirectly

- a) resell goods delivered to Buyer by Georg Fischer to any country or customer Georg Fischer would be prohibited to deliver such goods to at the date of resale, and that
- b) it shall not transit such goods through or unload such goods in any such country during the shipment of the goods where Georg Fischer would be prohibited to transit through or unload in at the date of transit or unloading,

all under any international export, export control, customs or trade law, including but not limited to embargo or sanction regulations applicable to Georg Fischer. Buyer shall compensate Georg Fischer for all damages, costs or expenses incurred by Georg Fischer resulting from any breach of the Buyer's warranty.

II. For Buyers with registered place of business in non- EU countries falling under the scope of Article 12g of Council Regulation (EU) No. 833/2014 or Article 8g of Council Regulation (EU) No. 2024/1865, the following shall apply:

(1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or in Belarus any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014 or Article 8g of Council Regulation (EU) No. 2024/1865.

(2) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Buyer shall set up and maintain 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 (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Contract, and Georg Fischer shall be entitled to seek appropriate remedies, including, but not limited to termination of this Contract.

(5) The Buyer shall immediately inform Georg Fischer about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to Georg Fischer information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.