

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.

不得再出口到俄罗斯或白俄罗斯条款

I. 买方保证其不会直接或间接地

- 一) 转售 Georg Fischer 交付给买方的货物给任何国家或客户，Georg Fischer 在转售之日将被禁止将此类货物交付给买方，并且
- 二) 在货物运输期间，如果 Georg Fischer 在过境或卸货之日被禁止过境或卸货，则不得在任何此类国家/地区过境或卸货。

所有内容均受任何国际出口、出口管制、海关或贸易法的约束，包括但不限于适用于 Georg Fischer 的禁运或制裁法规。买方应赔偿 Georg Fischer 因违反买方保证而给 Georg Fischer 造成的所有损害、成本或费用。

II. 对于营业地点注册在非欧盟国家/地区的买家，属于理事会法规（EU）第 833/2014 条第 12g 条或理事会法规（EU）第 2024/1865 条第 8g 条，应适用以下规定：

(一) 买方不得直接或间接向俄罗斯联邦或白俄罗斯出售、出口或再出口，也不得在俄罗斯联邦或白俄罗斯使用根据本合同供应的或与本合同相关的任何货物，这些货物属于欧盟第 833/2014 号欧盟法规（EU）第 12g 条或欧盟第 2024/1865 号欧盟法规第 8g 条的范围。

(二) 买方应尽最大努力确保第（1）款的目的不会受到商业链下游任何第三方（包括可能的经销商）的阻碍。

(三) 买方应建立并维护适当的监控机制，以检测商业链下游任何第三方（包括可能的经销商）的行为，这些行为会妨碍第（1）款的目的。

(四) 任何违反第（1）、（2）或（3）款的行为均构成对本合同基本要素的重大违约，Georg Fischer 有权寻求适当的补救措施，包括但不限于终止本合同。

(五) 买方应立即将适用第（1）、（2）或（3）款的任何问题通知 Georg Fischer，包括第三方可能妨碍第（1）款目的的任何相关活动。买方应在提出此类信息请求后的两周内向 Georg Fischer 提供有关遵守第（1）、（2）和（3）款规定的义务的信息。