INTERNATIONAL SANCTIONS COMPLIANCE

- The **Customer of Habasit Products** shall comply with special economic measures of a restrictive nature ("Sanctions Laws") that the United Nations, the European Union, including any member countries of the European Union, the United States of America, the United Kingdom of Great Britain and Northern Ireland and any other jurisdiction to which the Supplier, the Distributor or the Products may be subject have imposed and may in future impose ("Sanctions"). These "Sanctions" include but are not limited to the prohibition to perform certain actions by the Parties and/or in relation to their performance of this Order, including the blocking and freezing of assets, blocking of accounts, prohibition of exports, re-exports certain products (the supply of technology and equipment), and to perform transactions with certain persons and/or in certain areas, and any additional restrictions.
- The Distributor, its directors, officers, employees, agents or representatives shall at its own risk and expense comply with Sanctions Laws, including any secondary sanctions applicable as a result of the US law, in any and all situations relating to the Products. For avoidance of doubts, the Distributor undertakes to ensure that it does not appoint or engage any subcontractor (including but not limited to suppliers, banks, insurers, transporters, shippers, carriers, and other intermediaries or partners), in any and all situations relating to the Products, that are sanctioned and/or listed or in any other way subject to Sanctions.
- The Distributor undertakes to promptly inform Supplier in case Sanctions are imposed against the Distributor itself or any entity within its group, its joint ventures, its subcontractors, or its respective directors, officers, employees, agents or representatives or any of its controlling shareholders or any of its directors after the date of entry into force.
- Without limiting any of the foregoing, the Distributor specifically undertakes to ensure that the Products, or any other goods made by processing or with the use of the Products, are not used, supplied, exported, re-exported, sold or otherwise transferred, directly or indirectly, to (i) any country or territory that is subject to any restrictions or sanctions in accordance with Sanctions Laws, including, but not limited to, the territory of Cuba, Belarus, Iran, North Korea, Russian Federation, Sudan, Syria, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government-controlled areas of the Kherson Oblast and Zaporizhzhia Oblast of Ukraine, the Crimea and Sevastopol region of Ukraine (each referred to as a "Restricted Area"), or (ii) any sanctioned and/or listed party or a party which in any other way is subject to Sanctions. Furthermore, the Distributor undertakes to ensure that neither Distributor itself nor any of its subcontractors (including the whole chain of transporters, shippers, carriers, or other intermediaries used during the route of transport) do not transit or otherwise transport the Products through any Restricted Area.
- The Distributor undertakes to imposes to all subjects (e.g. retailers, wholesale sellers or any other Distributor) to whom the Products will be re-sold the same obligations;
- The Distributor shall upon the Supplier's request provide any and all information that the latter requires to verify that any action or performance under this Order is in compliance with Sanctions Laws, including but not limited to information related to the end use, end user(s), and destination/route of transport of the Products.
- The Distributor may, upon written notice to the Distributor, suspend any performance or terminate the supply of products with immediate effect if it has reasonable grounds to believe that any action or performance may be a violation of Sanctions Laws. For the avoidance of doubt no interests shall incur and the Supplier shall not be liable for complete or partial failure to perform any of its obligations under this Order and for any costs, damages and/or expenses, which may arise for the Distributor as a result of such termination.