

Export control and customs contract clauses for Purchasing Contracts

Status: 19.04.2024

1. Reservation Clause

Siemens AG and companies directly or indirectly owned or controlled by Siemens AG (all: "CUSTOMER") shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

2. ECC Purchasing Clause

Foreign Trade Regulations

2.1 Supplier shall comply with all applicable export and import restrictions, customs, and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all Services to be provided and/or all Products to be delivered according to this Agreement. Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.

In particular, Supplier represents and warrants that, at the times of order and delivery, none of the Products nor the Services, provided under this Agreement contain prohibited products and/or services under the Foreign Trade Regulations applicable to the Ordering Entity (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).

2.2 Supplier shall advise CUSTOMER in writing as early as possible but not later than 6 weeks prior to the Delivery Date of any information and data required by CUSTOMER to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide to CUSTOMER for each Product and Service:

- a. the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product/Service is subject to the U.S. Export Administration Regulations; and
- b. all applicable export list numbers; and
- c. the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- d. the country of origin (non-preferential origin), and, upon request of CUSTOMER, documents to prove the non-preferential origin; and
- e. the preferential country of origin, and, upon request of CUSTOMER, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration)

(„Export Control and Foreign Trade Data“).

2.3 In case of any alterations to origin and/or characteristics of the Products and Services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 4 weeks prior to the Delivery/Service Date. Supplier shall be liable for any expenses and/or damage incurred by CUSTOMER due to any breach of the obligations according to this Article.