

# Appendix to section 3.3

## "Export control reservation and re-export"

1. The Parties are obliged to comply with all economic sanctions, export control regulations and import restrictions under applicable German, EU law and any locally applicable legal system; this also applies with regard to U.S. law, insofar as this is compatible with German or EU law ("**Applicable FTL** "). The effectiveness of this service agreement and the obligation of Koenig & Bauer to provide the Services and deliveries offered are subject to the proviso that the Applicable FTL does not prevent the entry into and fulfilment of the contractual obligations.
2. The Customer is obliged to provide Koenig & Bauer immediately with all information and documents required to comply with the Applicable FTL when exporting, importing and re-exporting or transferring the goods.
3. Delays or non-performance due to the examination of admissibility under foreign trade law or authorization procedures shall suspend delivery or performance dates and deadlines, unless Koenig & Bauer is at fault for the delay/non-performance. With regard to such delays or non-performance resulting from compliance with the Applicable FTL, claims for expenses and damages are excluded; notwithstanding this, reference is also made to the provisions on limitation of liability in this respect.

4. The Customer assures that all goods that are subject to export restrictions under Applicable FTL will be used exclusively in the country of destination agreed with the Customer and will remain there. If the Customer intends to re-export the same goods at a later date, he is obliged to comply with the Applicable FTL.

5. The Customer may not directly or indirectly sell, export or re-export contractual goods that fall within the scope of Article 12g of Regulation (EU) No. 833/2014 to the Russian Federation or for use in the Russian Federation.

If Koenig & Bauer transfers intellectual property rights, trade secrets or other information within the meaning of Art. 12ga of Regulation (EU) No. 833/2014 to the Customer or grants Koenig & Bauer corresponding access or re-use rights to intellectual property or trade secrets, the Customer may not transfer these rights and trade secrets directly or indirectly to the Russian Federation or for use in the Russian Federation and the Customer is obliged to pass this prohibition on to its own Customers.

Furthermore, the Customer may not directly or indirectly sell, export or re-export contractual goods that fall within the scope of Art. 8g of Regulation (EC) No. 765/2006 to Belarus or for use in Belarus.

The Customer shall use its best endeavors to ensure that the purpose of the first, second and third sentences is not frustrated by third parties further down the commercial chain, including by potential resellers.

The Customer undertakes to establish and maintain an appropriate monitoring mechanism to detect behavior by third parties in the wider chain of commerce, including potential resellers, that would defeat the purpose of the first, second and third sentences.

In the event of a breach of the obligations set out in this paragraph, Koenig & Bauer is entitled to withdraw from the contract and to demand a contractual penalty amounting to 30% of the total value of the contract or the price of the exported goods, whichever is higher. The contractual penalty shall be set off against any claims for damages in accordance with section 6 below.

6. In the event of non-compliance with the above obligations or incorrect information, the Customer shall be liable for all damages incurred by Koenig & Bauer as a result, including any public charges and penalties and fines.

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