

Certification of Conformity

By

(“Customer”)

1. Customer hereby acknowledges that the supply of Products and provision of Services may be subject to Sanctions (meaning any applicable export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licenses, orders, or requirements including, without limitation those of the UN, UK, U.S. and the EU hereinafter, “Sanctions”).
2. Customer is solely responsible for complying with and shall not do anything which would cause HOERBIGER its affiliates and subsidiaries (hereinafter “HOERBIGER”) to be in breach of, Sanctions.

In particular, the Customer warrants and represents that it:

- a) is not, and is not owned or controlled by a Sanctioned Party party (any party or parties listed on any list of designated or other restricted parties maintained under Sanctions, including but not limited to the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union, the Consolidated List of Financial Sanctions Targets in the UK maintained by HM Treasury and the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control, hereinafter “Sanctioned Party”);
- b) will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose, or otherwise deal with the Products and/ or Services, directly or indirectly, to:
 - (i) any territory to which the supply of the Products and/ or Services would be restricted or prohibited under Sanctions (subject to the Customer obtaining any and all licenses and/ or approvals required); including - but not limited to - under the scope of Art 12g of the EU Council Regulation 833/2014, as amended, as regards the re-export of prohibited goods and technology to Russia or for use in Russia;
 - (ii) any country, territory, or destination with which HOERBIGER, as a matter of policy, does not conduct business (including but without limitation to Iran, Syria, Sudan, Cuba, Belarus, Russia, Crimea & Sevastopol, the republics of Donetsk and Luhansk, the territories of Kherson and Zaporizhzhia and North Korea, and any other territory subject to comprehensive Sanctions from time to time);
 - (iii) any Sanctioned Party (or any party owned or controlled by a Sanctioned Party); and

- c) will obtain and maintain any required export license or other governmental approval and complete such formalities as may be required in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Products and/ or Services.
 - d) will not put the Products and/ or Services, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the EU, UK, US, OSCE and/ or UN). In addition, the Customer shall not sell, resell, supply, export, re-export, transfer, divert, distribute, or dispose of the Products and/ or Services to any third party where the Customer knows or has grounds for suspecting that the Products and/ or Services are or may be intended for one of the uses specified in this Condition.
3. The Customer shall set up and maintain an adequate monitoring mechanism to detect possible violations of the Sanctions by any third parties, including by possible resellers.
 4. Any violation of aforementioned paragraphs 1, 2 or 3 shall constitute a material breach of the agreement between the parties and shall entitle HOERBIGER (i) to terminate any of the pending or future orders/ agreements with the Customer and (ii) to apply any agreed and/ or available remedies.
 5. The Customer shall immediately notify HOERBIGER in case of a problem in applying the aforementioned paragraphs 1, 2 or 3.
 6. HOERBIGER reserves the right to carry out screening and background checks on the Customer and to request information concerning compliance with the aforementioned obligations, prior to the supply of the Products and/ or Services and at any time during the performance of the respective order/ Supply Agreement. The Customer shall promptly provide (i) all requested information and (ii) all assistance that HOERBIGER reasonably requires in relation to such screening and checks.

Date:

Signature