



**Special provisions due to the European Union notice
to economic operators, importers and exporters from 01 April 2022 (2022/C 145 I/01)**

1.

In the case of the delivery of goods to H.C. Starck Hermsdorf, the contractual partner must comply with the applicable regulations on the direct and indirect import of goods. In any case, when delivering goods to H.C. Starck Hermsdorf, it must observe the import control regulations of the Federal Republic of Germany and of the European Union and, in particular, in accordance with the European Union's requirement of 01 April 2022, it must ensure that the goods to be delivered to H.C. Starck Hermsdorf are not imported from the Eurasian Economic Union (EAEU, consisting of the Russian Federation and the Republic of Belarus, the Republic of Armenia, the Republic of Kazakhstan and the Kyrgyz Republic). This also applies to the import from third countries from which goods can easily be diverted to the EU, in particular when these third countries have not introduced restrictions on the import from EAEU countries.

Furthermore, the contractual partner must ensure that the goods to be delivered to H.C. Starck Hermsdorf are also not imported from EAEU countries by a third party business partner and shall obligate such to not import the goods in question from the EAEU.

If there are indications that a violation of the aforementioned obligations is to be feared, the contractual partner must refrain from corresponding activities and inform H.C. Starck Hermsdorf thereof immediately.

2.

Before importing the goods, the contractual partner will in particular check and ensure through suitable measures that

- it does not violate import regulations of the Federal Republic of Germany and the European Union by such transfer to H.C. Starck Hermsdorf, and
- the regulations of all relevant sanction lists of the European Union concerning business transactions with companies, persons or organizations named therein are complied with.

3.

Insofar as is necessary to carry out controls by the customs authorities of the EU or by H.C. Starck Hermsdorf, the contractual partner will immediately provide H.C. Starck Hermsdorf with all information about the supply chain and the origin of the goods as well as concerning third party business partners.

4.

The contractual partner fully indemnifies H.C. Starck Hermsdorf against all claims asserted against H.C. Starck Hermsdorf by authorities or other third parties due to the contractual partner's failure to comply with the above import control obligations and undertakes to compensate H.C. Starck Hermsdorf for all damages and expenses incurred in this connection. In the event of the import of goods in violation of the contract, the contractual partner alone is liable for violations of the import regulations of the Federal Republic of Germany or the European Union.

5.

In all other respects, the general purchasing terms and conditions of H.C. Starck Hermsdorf apply, which are supplemented by these special provisions due to the European Union notice to economic operators, importers and exporters from 01 April 2022 (2022/C 145 I/01).