



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

1.

If goods manufactured and delivered by H.C. Starck Hermsdorf are passed on to third parties, the contractual partner must comply with the applicable regulations on the direct and indirect export of goods. In any case, when passing on such goods to third parties, it must observe the export 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 manufactured and delivered by H.C. Starck Hermsdorf are not delivered to 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 sales to third countries from which the goods manufactured and supplied by H.C. Starck Hermsdorf can easily be diverted to the EAEU.

Furthermore, the contractual partner must ensure that the goods manufactured and delivered by H.C. Starck Hermsdorf are also not resold to a third party business partner who has not undertaken not to export the goods in question to 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 passing on the goods manufactured and delivered by H.C. Starck Hermsdorf to third parties, the contractual partner will in particular check and ensure through suitable measures that

- it does not violate export regulations of the Federal Republic of Germany and the European Union by such transfer to third parties, 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, third party business partners, the final destination and the intended use of the goods manufactured and delivered by H.C. Starck Hermsdorf after being requested to do so.

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 export control obligations and undertakes to compensate H.C. Starck Hermsdorf for all damages and expenses incurred in this connection. In the event of a resale of goods to a third party business partner in violation of the contract, the contractual partner alone is liable for such violations of the aforementioned export regulations of the Federal Republic of Germany or the European Union.

5.

In all other respects, the general terms and conditions of sale 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).