

## SMW General Terms and Conditions, Appendix 1: Sanctions Clause

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### **Sanctions clause**

The Buyer shall at all times comply with current and any subsequent applicable national and international economic or financial sanctions laws, and trade embargoes imposed, administered or enforced from time to time by the U.S., U.N. or E.U. or other relevant sanctions authority (“Sanctions Laws”).

The Buyer understands and agrees that with respect to Seller’s products provided to the Buyer:

1. Neither the Buyer, nor any entity or person affiliated to the Buyer, are subject to or considered a sanctioned party by any Sanction Laws.
2. The Buyer will not export, re-export or otherwise transfer Seller’s products to a country, territory or person to which/whom such export, re-export or transfer is prohibited by applicable law, including without limitation Sanctions Laws;
3. The Buyer commits to not selling the products to third parties whom he has reason to assume will disregard such regulations or circumvent them.
4. The Buyer shall be liable to the fullest extent for any damage and loss sustained by the Seller as a result of the Buyer’s breach of this clause or otherwise failure to comply with Sanctions Laws.
5. If the Buyer acts in breach of this clause or otherwise fails to comply with Sanctions Laws, the Seller is entitled to immediately withdraw from the contract entirely or from that part that has not yet been fulfilled, without the Buyer having the right to raise any claim of whatsoever nature against the Seller, who may claim losses as per (4).