

Export Control Clause for Sales Contracts

Article 1 – Compliance with Export Control Regulations

- 1.1 If Recipient transfers goods (including hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by OSRAM or works and services (including all kinds of technical support) performed by OSRAM to a third party Recipient shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Recipient shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.
- 1.2 Prior to any transfer of goods, works and services provided by OSRAM to a third party Recipient shall in particular check and guarantee by appropriate measures that
- There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
 - Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
 - The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.
- 1.3 If required to enable authorities or OSRAM to conduct export control checks, Recipient, upon request by OSRAM, shall promptly provide OSRAM with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by OSRAM, as well as any export control restrictions existing.
- 1.4 Recipient shall indemnify and hold harmless OSRAM from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Recipient, and Recipient shall compensate OSRAM for all losses and expenses resulting thereof.