Export control and sanctions compliance

(1) the User undertakes to comply with all relevant laws and regulations relating to sanctions, embargoes and (re-)export controls, in particular those of the European Union, the United States of America and all locally applicable legal norms, collectively referred to as "Export Law".

(2) the user is prohibited from exporting or re-exporting goods without the appropriate permission under Export Law or licenses or permits issued by the authorities:

  o Download, install, access or use myBeckhoff and Beckhoff Online Services in or from any location where access is prohibited, restricted or subject to authorization under broad sanctions;

  o grant access to myBeckhoff and other Beckhoff Online Services to any entity, person or organization that is on a sanctions list or is owned or controlled by a listed party, or to transfer, (re-)export (including deemed (re-)exports) or otherwise make available such myBeckhoff and Beckhoff Online Services;

  o to use myBeckhoff and other Beckhoff Online Services for purposes prohibited by export law, in particular in connection with military goods, nuclear energy or weaponry;

  o upload customer content to myBeckhoff and Beckhoff Online Services that is not classified as non-controlled (e.g. EU: AL = N; USA: ECCN = N or EAR99).

(3) upon first request, the user shall immediately provide Beckhoff Automation GmbH & Co. KG (hereinafter referred to as „Beckhoff") with all necessary information regarding the users, the intended use and the place of use of the myBeckhoff and Beckhoff Online Services.

(4) the user shall indemnify and hold Beckhoff and its affiliates, suppliers and their agents harmless from and against any and all claims, fines and costs (including attorneys' fees and expenses) arising out of or relating to any failure to comply with the above export control obligations or any alleged violation of export law by the user or its business partners, and agrees to indemnify Beckhoff for all damages and expenses incurred in connection therewith.

(5) the fulfillment of the contract by Beckhoff is subject to the proviso that there are no obstacles due to national or international regulations of foreign trade law, embargoes and/or other sanctions. The user acknowledges that Beckhoff may be obliged under export law to restrict or prevent access to myBeckhoff and Beckhoff Online Services.

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Export control and sanctions compliance means inter alia, but not limited to:

No-Russia Clause

(1) The Importer or Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The Importer or Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Importer or Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and Beckhoff shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.

(5) The Importer or Buyer shall immediately inform Beckhoff about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Importer or Buyer shall make available to Beckhoff information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

(6) Beckhoff may disclose information regarding the sale and requested information from Importer/ or Buyer as mandated by regulatory entities.

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