

Additional Agreement for the Provision of Services re. foreign trade by Helmholtz-Zentrum hereon GmbH (Hereon)



1. Applicability

- 1.1. According to the General Terms and Conditions for the Provision of Services by Helmholtz-Zentrum hereon GmbH (hereinafter: „GTC“), version of July 13, 2023, agreed to upon by the Parties, according to Clause 13 GTC, the Customer has to comply with all requirements under the applicable national and international legislation on customs and foreign trade (hereinafter: „Legislation on Foreign Trade“). This includes the Council Regulation (EU) No 833/2014 in its current version including its so-called “No-Russia-Clause” (Art 12 g), applicable from 20.03.2024. This so-called “No-Russia-Clause” shall be agreed upon with this Additional Agreement in addition to the GTC, see Clause 1.2.-1.4. of this Additional Agreement:
- 1.2. The Customer 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 Additional Agreement that fall under the scope of Article 12 g of Council Regulation (EU) No 833/2014.
- 1.3. The Customer shall undertake its best efforts to ensure that the purpose of Clause 1.2. of this Additional Agreement is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 1.4. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including possible resellers, that would frustrate the purpose of Clause 1.2. of this Additional Agreement.
- 1.5. Any violation of the duties of the Customer according to Clause 1.2.-1.4. of this Additional Agreement shall constitute a material breach of an essential element of this Additional Agreement. Hereon shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the Agreement and (ii) a penalty of 10% of the total net value of the Agreement or the price of the goods exported, whichever is higher, whereby possible claims

for damages of Hereon shall be deducted from such penalty.

- 1.6. The Customer shall immediately inform Hereon about any problems applying Clause 1.2.-1.4. of this Additional Agreement, including any relevant activities.

2. Miscellaneous

This Additional Agreement is with regards to its validity independent of the GTC as such as agreed between the Parties. Should this Additional Agreement be invalid, this has no influence on the validity of the GTC.

The law of the Federal Republic of Germany shall apply. Place of performance is Geesthacht. The application of the UN Convention for the International Sale of Goods is excluded.