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This is an amendment to NL17E – General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway and Sweden - and together with NL17E this document forms the Armatec A/S Terms and Conditions for Sale.

New Clause 50 - Export Control and Sanctions

1. The Buyer acknowledges that the Products may be subject to export control and sanctions laws , regulations , rules, and licenses of various countries, including but not limited to Council Regulation (EC) No. 821/2021, Council Regulations (EC) No. 833/2014, No. 269/2014 and No. 765/2006, UK laws, the U.S. Export Administration Regulations and the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Regulations, any legislation replacing and/or amending the foregoing, and any orders issued under the foregoing (collectively "Trade Rules") as determined by Seller.
2. The Buyer represents that it is not an entity sanctioned by Trade Rules nor is it otherwise owned or controlled by or acting on behalf of any person sanctioned by Trade Rules.
3. The Buyer undertakes to comply with the Trade Rules and is solely responsible for ensuring its compliance with Trade Rules. This includes but is not limited to ensuring that the Buyer will not use, sell, export, re-export, transfer, divert, distribute, dispose of, disclose, or otherwise deal with the goods in breach of the Trade Rules, to include for prohibited end-use and/or proliferation activities as defined by Trade Rules; or reexport without required export licenses.
4. The Buyer shall not sell, export or re-export, directly or indirectly, Seller Products to or for use in Russia, Belarus, or any of the Ukrainian Oblasts (provinces) occupied by Russia (currently Crimea, Luhansk, and Donetsk), Cuba, Iran, Democratic People's Republic of Korea (North Korea) or any other country subject to embargo under Trade Rules (collectively "the Sanctioned Territory"). The Buyer shall not sell, transfer, export, re-export, directly or indirectly, the Products to entities or individuals classified as denied parties under Trade Rules or otherwise prohibited from receiving such Products.
5. The Buyer agrees to sign written assurances and other export-related documents upon Seller's request to assist Seller in verifying compliance with Trade Rules. The Buyer shall make available to Seller upon request information concerning compliance with the obligations under sub-paragraphs (1) - (4) without undue delay. Hence, including but not limited, the Distributor shall upon request provide to Seller all required information about the final recipient, final destination and end-use of the products or services. The Buyer shall undertake its reasonable due diligence to ensure that the purpose of sub-paragraphs (1) - (4) is not violated by any third parties further down the commercial chain, including possible resellers. The Buyer shall immediately inform Seller about any problems in applying paragraphs (1) - (4).
6. Any violation of paragraphs (1) - (5) shall constitute a material breach of an essential element of the Contract, and Seller shall be entitled to seek appropriate remedies, including, but not limited to, termination of the Contract.
7. If, due to the Trade Rules, Seller:
   i) is prohibited from executing an order, Seller shall be entitled to cancel the order or postpone delivery of the Products in question. If Seller decides to cancel a specific order or postpone delivery for these reasons, the liability of Seller for any costs, damages, penalties, etc., whatsoever, shall be excluded.
   ii) assesses that the execution of an order related to a Quotation/Order Confirmation affects Seller negatively, Seller shall be entitled to cancel a specific order or postpone delivery thereof. If Seller decides to cancel a specific order or postpone delivery for these reasons, this postponement and/or cancellation shall not induce any legal remedies for any party.
8. If the Products are subject to U.S. export control the Product are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.