

1. The customer/buyer may not sell, export, or re-export, directly or indirectly, into the Russian Federation or Belarus, or for use in the Russian Federation or Belarus, any goods delivered under or in connection with the contract concluded with EngRoTec – Solutions GmbH and falling within the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EU) No. 765/2006.
2. The Customer/Buyer shall undertake its best efforts to ensure that the purpose of the aforementioned regulations is not frustrated by any third parties further down the commercial/retail chain, including by possible resellers.
3. The customer/buyer shall establish and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial/retail chain, including by possible resellers, that would frustrate the purpose of this Agreement.
4. The customer/buyer shall immediately inform EngRoTec – Solutions GmbH of any problems in the application of this Agreement, including any relevant activities of third parties that may frustrate the purpose of this Agreement. The customer/buyer shall provide EngRoTec – Solutions with information on compliance with the obligations of this agreement upon request within two weeks.
5. Any violation/breach of any of the above obligations constitutes a material breach of an essential element of this Agreement and entitles EngRoTec – Solutions GmbH to withdraw from the contract.
6. If the customer/buyer culpably violates one of the above obligations, he is obliged to pay EngRoTec – Solutions GmbH a penalty in an appropriate amount. The amount of the penalty is determined by EngRoTec – Solutions GmbH at its equitable discretion and may be subject to judicial review by the customer/buyer in the event of a dispute. Any further claim for damages to which EngRoTec – Solutions may be entitled remains unaffected.