

Export control clause

The parties agree that illegal re-export or illegal use of contractual products always constitutes a serious impairment of *OSRAM* business interests, even if the re-export or use is affected by third parties. It is therefore essential that the customer has an effective system of export control, if the cooperation provided for under this contract is to be long-lasting.

The customer shall strictly adhere to the export provisions of the EU or EU member states and of the USA which are applicable to the contractual products. Export may - for instance because of the nature of the goods or their end use - be subject to license. *OSRAM GmbH* will indicate in the shipping documents (delivery note and invoice) whether licenses are required under German, European and US export lists. The customer must also notify his customers of this in writing.

The customer shall introduce and/or take effective measures to ensure the preventive assessment of all customers within the country and abroad for contractual products. These must be explained in detail to *OSRAM GmbH* on request. The customer shall in particular check and guarantee that

- no *OSRAM*-products will be used in connection with armaments, weapons or nuclear technology without the then required official authorization and no *OSRAM*-products will be delivered to military consignees from "countrylist-K"-countries according to German Law respectively to countries which are under a weapon embargo according to EU or U.S. Law;
- no companies and persons on the US Denied Persons List (DPL) are supplied with goods, software and technology subject to the U.S. Export Administration Regulations (EAR);
- no companies and persons on the U.S. Entity List and U.S. Specially Designated Nationals List are supplied with goods, software and technology subject to the U.S. EAR without a license;
- no companies and persons, on the Specially Designated Terrorists List, Foreign Terrorist Organizations List, Specially Designated Global Terrorists List or on the Sanctions Lists of the EU are supplied;
- the early-warning instructions of the competent German and EU authorities as well as the U.S. Unverified List are abided by.

Purchase orders are only allowed, if they comply with the checks and guarantees referred as mentioned above.

In cases where the customer delivers *OSRAM*-goods into Free Trade Zones he is obligated to control the observance of export control regulations particularly closely.

OSRAM GmbH will on request notify the customer of the relevant contact for further information.

Substantial infringements of the obligations set out above will constitute a serious reason for early cancellation of the contractual relationship.