

**Annex III \_\_\_\_\_ of the Distribution Agreement between Dürr Systems AG and**  
**\_\_\_\_\_ dating \_\_\_\_\_**

**Compliance with export control duties**

The transfer/export of goods, technology and/or the provision of technical assistance (hereinafter collectively referred to as the "Goods") required for the performance of the Agreement between Dürr Systems AG (hereinafter: the "Company") and the Company's direct customer (hereinafter: the "Authorized Dealer") must comply with European and German foreign trade law regulations and in some cases with U.S. re-export regulations and, as such, may be subject to export control restrictions and prohibitions.

**1. Reservation**

The sale and delivery of the Goods are subject to the reservation that the sale or delivery does not violate any national or international export control provisions, specifically sanctions such as embargoes.

**2. Duties of the Authorized Dealer**

The Authorized Dealer specifically undertakes to comply with the following requirements:

- ***Duties arising under goods-related restrictions***

In the Webshop, the Company provides information pertaining to the classification of the Goods under the Dual-Use Regulation. If list items for the Goods are provided in the Webshop, this means that they qualify as "dual-use items" within the meaning of the European legislation. The export of Goods qualifying as dual-use items outside the European Union requires authorization. The Authorized Dealer, particularly in the case of re-sale of the Goods, must comply with national and international export regulations.

- ***Duties arising under use-related restrictions***

If the Authorized Dealer is aware of the fact that the Goods ordered by it are or could be used at its customer for any of the following purposes, it is required to notify the Company of this fact **before** delivery:

- a) Use (in whole or in part) in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons.
- b) Military use, as follows:
  - incorporation into military items specified in the relevant lists of Military Goods Controls;
  - use of production, test or analytical equipment and components therefor, for the development, production or maintenance of military items specified in the relevant lists of Military Goods Controls;
  - use of any unfinished products in a plant for the production of military items specified in the relevant lists of Military Goods Controls.
- c) Use in connection with setting-up, operation, or incorporation into a plant for nuclear purposes.

The foregoing shall also apply where the Goods are or may be intended for sale or delivery to the military, paramilitary, the police or intelligence agencies or civil administrations of these organizations, or where the Goods are to be sold or delivered into a free zone or free warehouse.

The export of Goods sold or delivered by the Authorized Dealer to any customer using the Goods for the aforementioned purposes or belonging to any of the aforementioned institutions is subject to compliance with the laws of the relevant jurisdiction.

- ***Duties arising under personal restrictions***

The Authorized Dealer may not sell, deliver, transmit or similarly disclose the Goods to persons, organizations or institutions covered by any regulations involving sanctions because of their terrorist activities, their association with a sensitive regime or for any other reasons.

- ***Other duties of the Authorized Dealer:***

When the Authorized Dealer re-sells/discloses the delivered Goods, it shall advise its customers of the export control regulations and obligate them to comply with them.

At the Company's request, the Authorized Dealer shall provide it with documentation required in connection with applying for export authorization or clarifying facts in response to official inquiries, which may, in particular, involve requests for end use statements and company profiles.

The Authorized Dealer shall, in turn, also advise its customers of this fact and obligate them accordingly.

If delivery by the Company to the Authorized Dealer (or any third parties) is delayed due to official verifications by customs authorities, the respective export control authorities or any other such agencies, this shall not constitute an event of default. Claims for damages based on any such circumstances are excluded.

### **3. Damages**

The Authorized Dealer shall fully indemnify the Company against any and all claims brought against the Company for any failure on the part of the Authorized Dealer and/or its customers to comply with the aforementioned export control obligations. The Authorized Dealer furthermore expressly undertakes to pay compensation for any direct or indirect loss or damage suffered and reimburse any expenses incurred in connection therewith.