

## 1. Export Control and Customs

### 出口管制与海关

- 1.1 To the extent permitted by applicable law, we are entitled to refuse to fulfil our obligations under this contract insofar as the fulfilment is prohibited or impaired by foreign trade law, especially applicable national and international export control and customs regulations, including embargos and other sanctions, which is – in accordance with this law – applicable to this contract (hereinafter “foreign trade law”).  
在适用法律允许的范围内，如果对外贸易法，尤其是适用的国家和国际出口管制和海关法规，包括禁运和其他制裁，禁止履行或损害履行本合同项下的义务，则我们有权根据适用的法律/法规（以下简称“外贸法”）拒绝履行本合同项下的义务。
- 1.2 In case of delay in the fulfilment of our obligations under this contract caused by licensing requirements, authorization requirements or similar requirements or caused by other foreign trade law procedures (hereinafter “Authorization”), the time of performance for such obligations is extended/moved accordingly. Should an Authorization be denied or not granted within 12 months after filing the application, we are entitled to terminate the contract to the extent the fulfilment of the obligation requires this Authorization.  
如果由于许可要求、授权要求或类似要求或其他外贸法律程序（以下合称为“授权”）导致我们延迟履行本合同项下的义务，则该等义务的履行时间将相应延长/后移。如果在提交申请后 12 个月内授权被拒绝或未授予，而授权对于履行合同义务是必需的，我们有权在需要此授权的履约范围内解除合同。
- 1.3 We will notify the Customer of the reasons for such refusal according to clause 1.1 or delay according to clause 1.2 without undue delay. Claims for damages based on prohibitions, impairments or delays in accordance with clauses 1.1 and 1.2 are excluded insofar as these were not intentionally or grossly negligent caused by us.  
我们将根据第 1.1 条的规定通知客户拒绝的理由，或根据第 1.2 条的规定通知延迟的原因，不得无故延误。根据第 1.1 条和第 1.2 条的规定针对禁止、减损或延迟提出的损害赔偿不包括在内，前提是拒绝或延迟并非因我们故意或重大过失而造成。
- 1.4 The Customer shall provide any information and documents (required in particular for customs-cross-border export / transport) necessary to abide by applicable foreign trade law or requested by authorities in that regard. Such obligation may especially include information on the end Customer/user, the destination and the intended end-use of the contractual items. We are entitled to terminate the contract if the Customer does not provide us with such information within a time period stipulated by us.  
客户应提供遵守适用外贸法律所需的，或该领域主管部门要求提供的，任何信息和文件（特别是海关跨境出口/运输所需的信息和文件），的任何信息和文件。前述义务尤其还可能包括合同项目的最终客户/用户、目的地和预期最终用途方面的信息。如果客户未在我们规定的期限内向其提供此该等信息，我们有权解除合同。
- 1.5 The Customer shall indemnify and hold us harmless from and against any and all liability, claims, proceedings, actions, fines, losses, costs, expenses and damages arising out of, connected with or resulting from Customer's infringing (by act or omission) upon applicable foreign trade law. Such costs and expenses include but are not limited to investigation expenses, fines imposed by the authorities or fees for legal advice sought because of the infringement.  
客户应赔偿并使我方免受因客户（作为或不作为）违反适用外贸法律而产生的、与之相关的或造成的任何及所有责任、索赔、法律程序、诉讼、罚款、损失、费用和损害赔偿。这些费用和开支包括但不限于调查费用、当局征收的罚款或因侵权而寻求法律咨询的费用。
- 1.6 When passing on the contractual items delivered by us to a third party, the Customer shall comply with applicable foreign trade law (in particular of national and international (re-)export control law).  
当我们将交付的合同项目转移给第三方时，客户应遵守适用外贸法律（特别是国家和国际（再）出口管制法律）。
- 1.7 Unless explicitly agreed otherwise in the delivery or quotation documents, the supply of software or software know-how (without hardware) shall be performed exclusively by electronic means (e.g. e-mail or download).  
除非在交付中或报价文件中另有约定，仅以电子方式（例如电子邮件或下载）提供软件或软件知识（不含硬件）。
- 1.8 The Customer shall neither directly nor indirectly use our deliveries for the development, production or proliferation of nuclear, chemical or biological weapons, other war weapons or missile technology for military purpose. Moreover, the Customer shall not pass on our deliveries to a third party for any such purpose. We are entitled to terminate the contract without any notice if the Customer violates this obligation. Clause 1.5 applies accordingly.  
客户不得直接或间接地将我们的交付物用于研发、生产或扩散用于军事目的的核、化学或生物武器、其他战争武器或导弹技术。此外，客户不得出于任何该等目的将我们的交付物转移给第三方。如果客户违反这一义务，我们有权不经通知立即解除合同，适用第 1.5 条的规定。