General Statement on Contract Export Control and Customs

关于合同出口管制与海关的一般声明

The Seller

卖　　　方

上海博世力士乐液压及自动化有限公司　**Shanghai Bosch Rexroth Hydraulics & Automation Ltd.**

博世力士乐（北京）液压有限公司　**Bosch Rexroth (Beijing) Hydraulic Co. Ltd.**

博世力士乐（常州）有限公司　**Bosch Rexroth (Changzhou) Co. Ltd.**

博世力士乐（西安）电子传动与控制有限公司　**Bosch Rexroth (Xi´an) Electric Drives and Controls Co., Ltd.**

1. Each party is entitled to refuse to perform its obligations under this contract insofar as the foreign trade law, including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions, which is applicable to this contract and/or the performance of the contract (hereinafter "Foreign Trade Law") render impossible or prohibit the fulfillment of obligations under this contract.
任一方有权拒绝履行本合同项下义务，前提是适用于本合同及/或合同履行的外贸法规（包括但不限于国家及国际（再）出口管制、海关条例、禁运及其他制裁措施，下称"外贸法规"）导致该义务无法履行或遭到禁止。

2. Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or render impossible performance according to clause 1, or delay performance.
任一方知悉可能根据第一条导致履约延迟，禁止或无法履约，应在合理期限内通知另一方。

3. Upon request, the customer shall provide any information and documents that we require to comply with Foreign Trade Law or that authorities request from us. This includes information and documentation including, without limitation, on the end user, the destination and the intended (end-)use of the Deliveries and Services.
为共同满足外贸法规要求，客户承诺在收到合理请求时，及时提供我司合规所需或监管机构要求的信息与文件。双方理解此类协作可能涉及交付物及服务的最终用户、使用目的地、应用场景等必要说明。

4. In the event that the customer provides to any third party (specifically including any affiliate of the customer) any Deliveries and Services, the customer shall comply with applicable Foreign Trade Law, insofar as customer's non-compliance could lead to a violation of our obligations to act or to refrain under Foreign Trade Law.
若客户向任何第三方（特别包括客户关联方）提供源自本合同的交付物及服务，客户须遵守适用外贸法规。若客户违反该等法规可能导致我方法定义务的不履行。