

Trade Compliance Requirements

Seller will comply with all trade-related law, including but not limited to export control, embargo and sanctions, anti-boycott and import laws applicable to Seller and its business. In addition to Seller's other obligations under this Agreement, Seller warrants as follows:

- (a) Restricted Parties. In the performance of its obligations under this Agreement, Seller will not engage in any transaction with any restricted party appearing on the restricted parties lists of the United States, Europe, European Union Sanctions List or any other applicable jurisdiction including but not limited to Seller's use of freight forwarders, financial institutions and customs brokers.
- (b) Export Controls. Unless Taiga GmbH agrees in writing to the contrary and notwithstanding any Incoterm referenced in this Agreement, Seller will obtain all export control licenses, permits, or any other governmental authorizations required to perform Seller's obligations under this Agreement. Prior to the first shipment of any export-controlled Product or transmission of any related export-controlled software or technical data relating to such Product to Taiga GmbH, Seller will provide the export classifications of such Product, software or technical data ("Export Classification Information") by e-mail to mail@taiga.green. In addition, Seller will include the Export Classification Information on (i) any packing documentation accompanying any shipment of such Product, (ii) any transmission instructions for such software, and (iii) on the face of any such technical data.
- (c) Country of Origin. Throughout the Term, Seller will ensure Taiga GmbH has complete and accurate country of origin information for all Products ("Country of Origin Information"). All Country of Origin Information updates will be provided to Taiga GmbH at mail@taiga.green or upon Taiga's written request.
- (d) Antidumping and Countervailing Duties. If Seller learns that any Products are or become subject to antidumping or countervailing duties for the purposes of import into the United States, Seller will promptly notify Taiga GmbH by e-mail to mail@taiga.green.
- (e) Taiga GmbH Remedies. If Seller breaches any of its obligations set forth in the Trade Compliance Requirements, in addition to other remedies available to Taiga GmbH and notwithstanding any cure period set forth elsewhere in this Agreement, Taiga GmbH may terminate this Agreement immediately on notice to Seller without any opportunity to cure such breach. In addition, Taiga GmbH at its sole discretion may terminate this Agreement immediately upon notice to Seller if: (1) the export control classification of any Product, software, or technical data limits or restricts Taiga's ability to use or resell Product; (2) the country of origin of any Product changes; or (3) antidumping or countervailing duties are imposed on any Product.
- (f) All drawback of duties and rights related to duties paid by Seller when the Product or any materials or components used in manufacturing of the Product are imported by Seller will accrue to the exclusive benefit of Taiga GmbH. Duty drawback rights include without limitation rights accruing from product substitution and rights obtained from Seller's subcontractors. Upon request, Seller will provide Taiga GmbH with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with Taiga GmbH to obtain payment.
- (g) If Taiga GmbH is the importer of record for specific shipments, Seller must provide Taiga GmbH and must ensure that its logistics providers also provide Taiga GmbH all necessary shipping data to satisfy security, notification and other regulatory requirements applicable at the time of delivery, including but not limited to the European Importer requirements, EU customs or U.S. Importer Security Filing ("ISF") requirements. This shipping data must be provided to Taiga GmbH in sufficient time before Product are delivered to the carrier to complete the applicable requirements and in the case of ocean freight no less than three business days prior to delivery of Product to the carrier. Current German Zoll, ITA, EU, CTPAT and ISF requirements can be found on the governmental websites of the designated countries.