

## NO-RUSSIA-CLAUSE

**18.12.2023 COUNCIL REGULATION (EU) 2023/2878**

**28) the following Article is added: 'Article 12g**

- (1)** Buyer shall not directly or indirectly (re-)sell, (re-)export or otherwise supply or transfer any goods delivered from Moog to any individual or legal person, organization or entity (hereinafter "POE") in Russia or for use in Russia.
  
- (2)** The Buyer shall undertake its best efforts to ensure compliance with paragraph (1) and to not be circumvented by any third parties further down the commercial chain, including by possible resellers. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would circumvent the purpose of paragraph (1)
  
- (3)** In the event of a breach of clauses (1) and (2) above by the Buyer, Moog shall be entitled, including but not limited, to: (a) terminate the contract with immediate effect by written notice to the Buyer. Claims for damages by the Buyer against Moog arising from or in connection with such termination of this contract are excluded; and (b) demand a contractual penalty in the amount of Euro 50000 (fifty thousand) from the Buyer and the Buyer shall indemnify Moog against all costs or other damages (in particular third-party claims, fines, intangible damages) arising from the Buyer's non-compliance with clauses (1) and (2), unless the Buyer proves that it is not responsible for the breach; and (c) report this breach to the competent authority
  
- (4)** The Buyer shall immediately inform Moog about any problems in applying paragraphs (1) or (2), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to Moog any information concerning compliance with the obligations under paragraph (1) and (2) within two weeks of the simple request of such information