

PART B

THIS SECTION APPLIES TO AND GOVERNS THE PURCHASE OF GOODS AND SERVICES BY THE FOLLOWING COMPANIES, VIZ:

**ST ENGINEERING AEROSPACE SERVICES COMPANY PTE. LTD.
ST ENGINEERING AEROSPACE SYSTEMS PTE. LTD.
ST ENGINEERING AEROSPACE ENGINES PTE. LTD.
ST ENGINEERING AEROSPACE LTD.
ST ENGINEERING AEROSPACE SEATS PTE. LTD.
ST ENGINEERING AEROSPACE PRECISION PRODUCTS PTE. LTD.
ST ENGINEERING AEROSPACE RESOURCES PTE. LTD.
ST ENGINEERING DEFENCE AVIATION SERVICES PTE. LTD.
PACIFIC FLIGHT SERVICES PTE. LTD.
ST ENGINEERING AirX PTE. LTD.**

TO THE EXTENT INDICATED BELOW, THIS SECTION SUPPLEMENTS AND AMENDS PART A OF THE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES, AND FORMS PART OF THESE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES.

1 DEFINITIONS

“AIRWORTHINESS AUTHORITY” MEANS THE AIRWORTHINESS AUTHORITY TO WHOSE AUTHORITY BUYER OR ITS CUSTOMER’S OPERATIONS ARE SUBJECT TO.

“SERVICEABLE” MEANS A GOOD WHICH FULFILS THE OPERATIONAL PURPOSE FOR WHICH IT WAS INITIALLY DESIGNED FOR AND WHICH SHALL BE CERTIFIED IN ACCORDANCE WITH ANY RELEVANT MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS IN ACCORDANCE WITH THE RELEVANT MAINTENANCE MANUAL AND REQUIREMENTS OF A RELEVANT AIRWORTHINESS AUTHORITY, AS THE CASE MAY BE.

2 QUALITY, STANDARD AND DESCRIPTION:

THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE DIRECTIVES OF THE RELEVANT AIRWORTHINESS AUTHORITY, AS MAY BE APPLICABLE. IN ADDITION, THE SELLER SHALL MAINTAIN A CERTIFICATE OF APPROVAL FOR THE SERVICES ISSUED BY THE AIRWORTHINESS AUTHORITY AT ALL TIMES DURING THE PERIOD OF THE CONTRACT.

3 INSURANCE

THE SELLER SHALL HAVE IN EFFECT AND MAINTAIN, AT ITS EXPENSE, THE FOLLOWING INSURANCE:

- 3.1 AVIATION LIABILITY (INCLUDING BUT NOT LIMITED TO THIRD PARTY LEGAL LIABILITY, PRODUCTS LIABILITY AND WAR RISKS AND ALLIED PERILS LIABILITY (IN ACCORDANCE WITH LLOYD'S OF LONDON AVIATION CLAUSE AVN.52, OR ITS EQUIVALENT)) INSURANCE WITH COMBINED SINGLE LIMIT OF LIABILITY (BODILY INJURY/PROPERTY DAMAGE) OF NOT LESS THAN US\$50,000,000 PER OCCURRENCE AND IN THE AGGREGATE IN RESPECT OF PRODUCTS LIABILITY AND WAR RISKS AND ALLIED PERILS
- 3.2 PUBLIC LIABILITY – US\$5,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE;
- 3.3 COMPREHENSIVE AUTOMOBILE LIABILITY – BODILY INJURY/PROPERTY DAMAGE COVERING ALL VEHICLES USED IN CONNECTION WITH THE GOODS IN THE AMOUNT OF US\$1,000,000 COMBINED SINGLE LIMIT EACH OCCURRENCE.

4 TERMINATION

IN EVENT THE BUYER TERMINATES THE CONTRACT PURSUANT TO CLAUSE 21(A)(VII), SUBJECT TO THE TERMS OF THE CONTRACT, THE SELLER MAY, WITHIN NINETY (90) DAYS AFTER THE EFFECTIVE DATE OF TERMINATION, SUBMIT A CLAIM TO THE BUYER REASONABLE CHARGES THAT THE SELLER CAN JUSTIFY TO THE SATISFACTION OF THE BUYER HAVE RESULTED FROM THE TERMINATION.

5 UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS

FOR THE PURPOSES OF THIS CLAUSE, THE FOLLOWING DEFINITIONS SHALL APPLY:

“COUNTERFEIT PARTS” MEANS UNAUTHORISED COPIES, IMITATION, SUBSTITUTE OR MODIFIED PARTS (E.G. MATERIALS, PARTS, COMPONENTS, SUBASSEMBLIES) WITHOUT LEGAL RIGHT OR AUTHORITY TO DO SO OR WHICH ARE KNOWINGLY MISREPRESENTED AS A SPECIFIED GENUINE PART(S) OF AN ORIGINAL OR AUTHORISED MANUFACTURER. COUNTERFEIT PARTS CAN INCLUDE, BUT ARE NOT LIMITED TO:

- (a) PARTS WHICH DO NOT CONTAIN THE PROPER INTERNAL CONSTRUCTION (DIE, MANUFACTURER, WIRE BONDING, ETC.) AND EXTERNAL CONSTRUCTION, CONSISTENT WITH THE ORDERED PART.
- (b) PARTS THAT HAVE BEEN INTENTIONALLY MISREPRESENTED, INCLUDING PARTS THAT ARE ACCOMPANIED WITH FALSIFIED RELEASE CERTIFICATION.
- (c) PARTS WHICH HAVE BEEN USED, REFURBISHED, OR RECLAIMED, BUT REPRESENTED AS NEW PRODUCT.

- (d) PARTS WHICH HAVE DIFFERENT PACKAGING STYLE OR SURFACE PLATING OR FINISH THAN THE ORDERED PARTS.
- (e) PARTS WHICH HAVE BEEN RE-WORKED, RE-MARKED, RE-LABELED, REPAIRED, REFURBISHED, OR OTHERWISE MODIFIED FROM OCM/OEM DESIGN BUT NOT DISCLOSED AS SUCH OR ARE REPRESENTED AS OCM/OEM AUTHENTIC OR NEW.
- (f) PARTS WHICH ARE AN UNAUTHORISED COPY OR SUBSTITUTE OF AN OEM OR OCM PART.
- (g) PARTS WHICH HAVE NOT SUCCESSFULLY COMPLETED THE OEM'S OR OCM'S FULL PRODUCTION AND TEST FLOW, BUT ARE REPRESENTED AS A COMPLETED PRODUCT.
- (h) PARTS SOLD AS UPSCREENED PARTS, WHICH HAVE NOT SUCCESSFULLY COMPLETED UPSCREENING.
- (i) PARTS SOLD WITH MODIFIED LABELLING, MARKING, GRADE, SERIAL NUMBER, LOT NUMBER, DATE CODE, DOCUMENTATION OR PERFORMANCE CHARACTERISTICS, INCLUDING NEW PARTS REPRESENTED AS NEW, WHICH ARE INTENDED TO FALSELY IDENTIFY OR MISREPRESENT THE PART'S FORM, FIT, FUNCTION, AND/OR GRADE.

"OEM" MEANS ORIGINAL COMPONENT MANUFACTURER.

"OCM" MEANS ORIGINAL EQUIPMENT MANUFACTURER.

"PART" MEANS ALL APPLIANCES, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, AVIONICS, ACCESSORIES, INSTRUMENTS, FURNISHINGS, MODULES, MATERIALS (INCLUDING RAW MATERIALS), AND OTHER ITEMS OR EQUIPMENT (OF WHATEVER NATURE), SUPPLIED UNDER THIS CONTRACT, AND SHALL INCLUDE ALL GOODS.

"SUSPECT UNAPPROVED PARTS" MEANS PARTS FOR WHICH THERE IS, IN BUYER'S VIEW, CREDIBLE EVIDENCE INDICATING THAT THEY ARE LIKELY UNAPPROVED PARTS. REASONS FOR SUSPECTING A PART TO BE AN UNAPPROVED PART MAY INCLUDE FINDINGS SUCH AS DIFFERENT FINISH, SIZE, COLOUR, IMPROPER (OR LACK OF) IDENTIFICATION, INCOMPLETE OR ALTERED RELEASE DOCUMENTS, OR ANY OTHER QUESTIONABLE INDICATION.

"UNAPPROVED PARTS" MEANS PARTS WHICH HAVE NOT BEEN MANUFACTURED AND TESTED TO AIRWORTHINESS STANDARDS BY QUALIFIED PERSONNEL BEFORE RELEASE TO SERVICE. UNAPPROVED PARTS CAN INCLUDE, BUT ARE NOT LIMITED TO:

- (a) COUNTERFEIT PARTS (AS HEREINAFTER DEFINED).
- (b) PARTS THAT ARE NOT ACCOMPANIED WITH AUTHORISED RELEASE CERTIFICATES OR EQUIVALENT RELEASE DOCUMENTS AS REQUIRED BY THE RELEVANT AIRWORTHINESS AUTHORITY, INCLUDING BUT NOT LIMITED TO THOSE AS SPECIFIED IN –
 - (i) APPENDIX 1 OF SAR-145 SUB-PART D FOR NEW PART; OR
 - (ii) AC 145-3 FOR MAINTAINED PARTS.

- (c) NEW PARTS THAT WERE MANUFACTURED IN ACCORDANCE WITH APPROVED DATA AND PROCEDURES BY AN APPROVED MANUFACTURER BUT DID NOT PASS THROUGH AN APPROVED QUALITY SYSTEM AND IS NOT ACCOMPANIED WITH PROPER DOCUMENTATION, E.G. PRODUCTION OVERRUNS.
 - (d) PARTS WHICH HAVE NOT PASSED SUCCESSFULLY ALL OCM/OEM REQUIRED TESTING, VERIFICATION, SCREENING, AND QUALITY CONTROL PROCESSES.
 - (e) DEFECTIVE PARTS THAT WERE MISSED DURING THE MANUFACTURER'S QUALITY CHECKS.
 - (f) PARTS THAT ARE NOT TRACEABLE TO AN OCM/OEM SUFFICIENT TO ENSURE AUTHENTICITY IN OCM/OEM DESIGN AND MANUFACTURE;
 - (g) PARTS THAT DO NOT CONTAIN PROPER EXTERNAL OR INTERNAL MATERIALS OR COMPONENTS REQUIRED BY THE OCM/OEM OR ARE NOT CONSTRUCTED IN ACCORDANCE WITH OCM/OEM DESIGN
 - (h) USED PARTS THAT WERE NOT MAINTAINED IN ACCORDANCE WITH APPROVED AIRWORTHINESS DATA AND PROCEDURES OR WERE MAINTAINED BY UNAUTHORISED PERSONS.
 - (i) PARTS THAT ORIGINATE FROM MILITARY STOCKS WHICH HAVE NOT BEEN SHOWN TO CONFORM TO APPROVED DESIGN/DATA.
 - (j) DEFECTIVE RAW MATERIALS, OR MATERIALS THAT DO NOT MEET REQUIRED SPECIFICATIONS, INDUSTRY STANDARDS, AND/OR REGULATORY STANDARDS AND REQUIREMENTS (INCLUDING BUT NOT LIMITED TO STANDARDS AND REQUIREMENTS BY AIRWORTHINESS AUTHORITIES) (COLLECTIVELY, "UNAPPROVED MATERIAL"). SUCH UNAPPROVED MATERIAL SHALL INCLUDE BASE MATERIALS SUCH AS METALS, COMPOSITES, POLYMERS, AND/OR OTHER SUBSTANCES IN THEIR UNPROCESSED OR SEMI-PROCESSED FORM.
 - (k) PARTS WHICH ARE MANUFACTURED FROM UNAPPROVED MATERIAL.
- 5.1 THE SELLER AGREES THAT IT SHALL NOT FURNISH UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS TO THE BUYER. THE SELLER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ONLY NEW AND AUTHENTIC MATERIALS ARE USED IN PARTS DELIVERED TO THE BUYER.
- 5.2 THE SELLER SHALL IMPLEMENT OR MAINTAIN AN APPROPRIATE STRATEGY, USING SAE AS5553 AND AS6174 AS GUIDELINES, TO ENSURE THAT PARTS FURNISHED TO THE BUYER HEREUNDER ARE NOT UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS. THE SELLER'S STRATEGY SHALL INCLUDE, BUT IS NOT LIMITED TO:
- (a) THE SELLER MAY ONLY PROCURE PARTS FROM OCMS / OEMS, OCM / OEM FRANCHISED DISTRIBUTORS, AUTHORISED AFTERMARKET MANUFACTURERS OR OTHER AUTHORISED DISTRIBUTORS ("AUTHORISED SOURCES"), AND THE SELLER MUST CONDUCT APPROVED TESTING OR INSPECTION TO ENSURE THE AUTHENTICITY OF PARTS AS NECESSARY.

- (b) THE USE OF PARTS NOT PROVIDED BY AUTHORISED SOURCES IS NOT AUTHORISED UNLESS FIRST APPROVED IN WRITING BY THE BUYER, AND THE SELLER SHALL, IN ITS REQUEST FOR SUCH APPROVAL, PRESENT COMPELLING SUPPORT FOR ITS REQUEST, INCLUDING BUT NOT LIMITED TO:
- (i) AUTHORISED RELEASE CERTIFICATES OR EQUIVALENT RELEASE DOCUMENTS;
 - (ii) APPROPRIATE CERTIFICATES OF CONFORMANCE THAT PROVIDE ONE OR MORE OF THE FOLLOWING:
 - OEM'S ORIGINAL CERTIFICATE OF CONFORMANCE FOR THE PART.
 - SUFFICIENT OCM / OEM DOCUMENTATION THAT AUTHENTICATES UNBROKEN SUPPLY CHAIN TRACEABILITY OF THE PARTS TO THE OCM / OEM.
 - TESTS AND INSPECTION RECORDS DEMONSTRATING THE PART'S AUTHENTICITY.
 - (iii) ALL ACTIONS TAKEN TO ENSURE THE PARTS PROCURED ARE APPROVED AND/OR AUTHENTIC PARTS.
 - (iv) A DOCUMENTED RISK ASSESSMENT AND MITIGATION JUSTIFICATION FOR SUCH PROCUREMENTS, WHICH SHALL ADDRESS THE LIKELIHOOD OF RECEIVING A UNAPPROVED PART OR SUSPECTED UNAPPROVED PART FROM THE SOURCE AND THE CONSEQUENCES OF A UNAPPROVED PART OR SUSPECT UNAPPROVED PART.
- (c) THE SELLER SHALL MAINTAIN A METHOD OF ITEM TRACEABILITY THAT ENSURES TRACKING OF THE SUPPLY CHAIN BACK TO THE MANUFACTURER OF ALL PARTS DELIVERED. AS AND WHEN REQUIRED BY THE BUYER, THE SELLER SHALL MAKE AVAILABLE RELEVANT DOCUMENTATION FOR ITEM TRACEABILITY.

5.3 IF SELLER BECOMES AWARE, OR SUSPECTS THAT IT HAS FURNISHED UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS TO THE BUYER, SELLER WILL PROMPTLY, BUT IN NO CASE LATER THAN TWENTY-FOUR (24) HOURS FROM DISCOVERY, NOTIFY THE BUYER OF THE SAME, AND PROVIDE TO BUYER ALL DOCUMENTATION ASSOCIATED WITH THE UNAPPROVED PARTS OR SUSPECT UNAPPROVED PART, INCLUDING BUT NOT LIMITED TO DOCUMENTATION DEMONSTRATING THE TRACEABILITY OF THE PART TO THE OCM / OEM, CONTACT INFORMATION OF THE SELLER'S SUPPLIERS AT ALL TIERS, RECORDS OF NOTIFICATIONS TO THE RELEVANT AIRWORTHINESS AUTHORITY(IES), AND ANY OTHER INFORMATION THAT MAY BE REQUESTED BY THE BUYER, TOGETHER WITH SUCH NOTIFICATION. THE SELLER SHALL REPLACE, AT THE SELLER'S EXPENSE, SUCH UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS WITH BUYER-APPROVED OCM / OEM PARTS THAT CONFORM TO THE REQUIREMENTS OF THE CONTRACT. THE SELLER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE BUYER RELATED TO UNAPPROVED PARTS OR SUSPECT UNAPPROVED PARTS PROVIDED BY SELLER.

5.4 THE SELLER SHALL PROVIDE THE REQUIRED LABOUR AND TECHNICAL ASSISTANCE TO CARRY OUT ANY NECESSARY RECTIFICATION WORKS,

INCLUDING BUT NOT LIMITED TO THE REMOVAL OF THE UNAPPROVED PART OR SUSPECT UNAPPROVED PART OR ANY PART THEREOF, AND TO CONDUCT THE NECESSARY TESTS REQUIRED FOR THE ACCEPTANCE OF THE RECTIFICATION, WITHOUT CHARGE TO THE BUYER, IN ADDITION TO BEING LIABLE TO THE BUYER FOR ANY COSTS, EXPENSES OR DAMAGE INCURRED BY THE BUYER AS A RESULT OF THE UNAPPROVED PART OR SUSPECT UNAPPROVED PART.

5.5 THE SELLER SHALL TAKE MEASURES TO ENSURE THAT ALL ITS SUB-CONTRACTORS AND SUPPLIERS COMPLY WITH THE REQUIREMENTS OF THIS CLAUSE, INCLUDING THE FLOW-DOWN OF THE REQUIREMENTS OF THIS CLAUSE TO ALL SUB-CONTRACTORS AND SUPPLIERS. WHERE SERVICES SUCH AS MAINTENANCE, REPAIR OR OVERHAUL ACTIVITIES REQUIRE REPLACEMENT OF PARTS, SUCH REPLACEMENT PARTS SHALL COMPLY WITH ALL REQUIREMENTS IN THIS CLAUSE.

6 COMPLIANCE WITH LAWS

6.1 EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THE GOODS, SERVICES OR DATA PROVIDED PURSUANT TO THIS CONTRACT MAY BE SUBJECT TO, AND CONTROLLED BY, EXPORT CONTROL, SANCTIONS OR RESTRICTIVE MEASURES IMPOSED OR ADMINISTERED BY THE UNITED NATIONS, THE UNITED STATES, THE EUROPEAN UNION, THE UNITED KINGDOM, AND SINGAPORE, INCLUDING, WITHOUT LIMITATION, PURSUANT TO THE EXPORT ADMINISTRATION REGULATIONS, AS ADMINISTERED BY THE BUREAU OF INDUSTRY AND SECURITY ("BIS") OF THE U.S. DEPARTMENT OF COMMERCE, THE SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS ("SDN") LIST AND OTHER SANCTIONS, AS ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") OF THE U.S. DEPARTMENT OF THE TREASURY, EUROPEAN UNION SANCTIONS (INCLUDING THE "NO RUSSIA" CLAUSE REQUIRED UNDER ARTICLE 12G OF EU REGULATION 833/2014 AND ARTICLE 8G OF COUNCIL REGULATION (EU) NO 765/2006) AND OTHER EXPORT CONTROL, SANCTIONS OR RESTRICTIVE MEASURES (COLLECTIVELY REFERRED TO AS "EXPORT LAWS"). EACH PARTY AGREES TO COMPLY WITH ALL APPLICABLE EXPORT LAWS. GOODS, SERVICES AND DATA REQUIRED TO BE PROVIDED IN ACCORDANCE WITH THIS AGREEMENT SHALL ONLY BE SUPPLIED IN ACCORDANCE WITH THE EXPORT LAWS APPLICABLE AT THE TIME, AS MAY BE AMENDED FROM TIME TO TIME. NEITHER PARTY SHALL BE REQUIRED TO PERFORM ANY OBLIGATION SPECIFIED IN THIS AGREEMENT THAT WOULD RESULT IN A VIOLATION OF ANY APPLICABLE EXPORT LAWS. ALL REQUIRED EXPORT LICENSES AND PERMITS MUST BE IN PLACE, TO BOTH PARTIES' REASONABLE SATISFACTION, BEFORE APPLICABLE GOODS OR DATA ARE SHIPPED TO OR FROM EITHER PARTY, AND PRIOR TO ANY APPLICABLE SERVICES TO BE PROVIDED. THE RECEIVING PARTY MAY REFUSE ANY GOODS OR DATA SHIPPED PRIOR TO PROPER LICENSING OR EQUIVALENT EXPORT AUTHORIZATION BEING OBTAINED AND MAY RETURN ANY SUCH GOODS TO THE SHIPPING PARTY AT THAT PARTY'S EXPENSE. EACH PARTY AGREES NOT TO EXPORT, RE-EXPORT OR TRANSFER, IN ANY MANNER, THE GOODS OR DATA PROVIDED PURSUANT TO THIS AGREEMENT IN VIOLATION OF THE APPLICABLE EXPORT LAWS.

6.2 NEITHER PARTY SHALL, DIRECTLY OR INDIRECTLY, EXPORT, RE-EXPORT OR TRANSFER ANY ITEM, INCLUDING, BUT NOT LIMITED TO, AIRCRAFT, ENGINE, ACCESSORY OR PART, THAT ARE PROHIBITED UNDER EXPORT LAWS AGAINST SANCTIONED COUNTRIES, TERRITORIES, ENTITIES AND PERSONS (COLLECTIVELY, "SANCTIONS TARGETS"), SUCH AS RUSSIA, BELARUS, CUBA, IRAN, NORTH KOREA, SYRIA, THE CRIMEA / DONETSK / LUHANSK REGIONS OF UKRAINE, OR ANY OTHER COUNTRY OR TERRITORY SUBJECT TO COMPREHENSIVE SANCTIONS. EACH PARTY REPRESENTS THAT NEITHER IT NOR

ANY OF ITS PRINCIPALS, OFFICERS, DIRECTORS, OR ANY PERSONS INVOLVED DIRECTLY OR KNOWINGLY INDIRECTLY IN THIS TRANSACTION AS A FREIGHT FORWARDER, CUSTOMER, END-USER, CONSULTANT, AGENT IS SUBJECT TO ANY OF THE APPLICABLE U.S., E.U., UK, SINGAPORE OR U.N. SANCTIONS OR EXPORT CONTROLS RESTRICTIONS LISTS, INCLUDING, BUT NOT LIMITED TO, THE BIS ENTITY LIST, OFAC SDN LIST, UK FINANCIAL SANCTIONS TARGETS LIST, EU CONSOLIDATED FINANCIAL SANCTIONS LIST, AND THE EQUIVALENT LISTS OF OTHER APPLICABLE JURISDICTIONS. NO PARTY SHALL:

- (a) DIRECTLY OR INDIRECTLY FACILITATE ANY TRANSACTION INVOLVING THE EXPORT, RE-EXPORT, TRANSFER OR OTHERWISE SUPPLY OF THE GOODS, SERVICES OR DATA PROVIDED UNDER THIS AGREEMENT TO A SANCTIONS TARGET; OR
- (b) BROKER, FINANCE OR OTHERWISE FACILITATE ANY TRANSACTION IN VIOLATION OF ANY EXPORT LAWS; OR
- (c) ENGAGE IN ANY ACTIVITY THAT WOULD CONTRAVENE THE STEA SYSTEMS END-USE STATEMENT (EUS FORM)

7 NO-RUSSIA / NO-BELARUS PROVISION

- 7.1 EACH PARTY AGREES THAT IT SHALL NOT EXPORT, RE-EXPORT, OR OTHERWISE TRANSFER, DIRECTLY OR INDIRECTLY, TO THE RUSSIAN FEDERATION OR TO THE REPUBLIC OF BELARUS, OR FOR USE IN THE RUSSIAN FEDERATION OR THE REPUBLIC OF BELARUS, ANY GOODS, SERVICES OR DATA SUPPLIED UNDER OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT SUCH GOODS FALL UNDER THE SCOPE OF ARTICLE 12G OF COUNCIL REGULATION (EU) NO 833/2014 OR ARTICLE 8G OF COUNCIL REGULATION (EU) NO 765/2006.
- 7.2 EACH PARTY UNDERTAKES TO USE ALL REASONABLE EFFORTS TO ENSURE THAT THE PURPOSE OF PARAGRAPH (I) IMMEDIATELY ABOVE IS NOT FRUSTRATED BY ANY THIRD PARTIES FURTHER DOWN THE TRANSACTION CHAIN, INCLUDING, BUT NOT LIMITED TO, ANY RESELLERS.
- 7.3 ANY VIOLATION BY EITHER PARTY OF PARAGRAPHS (I) OR (II) ABOVE SHALL CONSTITUTE A MATERIAL BREACH OF AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND THE NON-VIOLATING PARTY SHALL BE ENTITLED TO SEEK APPROPRIATE REMEDIES UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO: (I) TERMINATION OF THIS AGREEMENT; AND (II) DAMAGES FOR ANY LOSSES SUFFERED BY IT IN CONNECTION WITH SUCH BREACH.
- 7.4 EACH PARTY SHALL IMMEDIATELY INFORM THE OTHER PARTY ABOUT ANY PROBLEMS IN APPLYING PARAGRAPHS (I) OR (II) ABOVE, INCLUDING ANY RELEVANT ACTIVITIES BY THIRD PARTIES THAT COULD FRUSTRATE THE PURPOSE OF PARAGRAPH (I). EACH PARTY SHALL MAKE AVAILABLE TO THE OTHER PARTY INFORMATION CONCERNING COMPLIANCE WITH THE OBLIGATIONS UNDER PARAGRAPHS (I) AND (II) WITHIN A REASONABLE PERIOD OF THE WRITTEN REQUEST FOR SUCH INFORMATION.