



Export Control and Sanctions Compliance

1. The Supplier acknowledges that any information provided to or received by it in accordance with or in relation to a Framework Agreement or an Order may be subject to export control laws and regulations including, without limitation, the US International Traffic in Arms Regulations ("ITAR"), the US Export Administration Regulations ("EAR") and the EU Council Regulation ("EC") No. 2021/821.
2. The Supplier warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic or otherwise), any information or deliverables which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitation, all relevant export authorisation(s), notices and instructions in relation to any use, export or transfer of information or deliverables.
3. When requested, Supplier must provide the Customer with the export classifications of the products and, where applicable, the associated technology. The export classifications must be those contained in the regulations of the country from where the products/technologies are to be shipped, and those of any other jurisdictions that may apply. The Supplier must notify the Customer immediately should an export classification change. All shipping documentation must state the export classification(s) of the deliverables, together with any application export authorisation information. The Customer reserves the right to reject delivery of any consignment that does not comply with this requirement.
4. Supplier must identify any products that originate from the US or which have US content, along with the applicable US export classification(s) and export authorisation(s). In order to satisfy the requirements of the US Department of Commerce "de minimis" rules, the Customer may request from the Supplier the proportionate value of US content in the products supplied.
5. The Supplier undertakes to give the Customer reasonable advance written notice with reference to the respective individual contract (order / release order) if, according to any export control laws and regulations, the export of the information or deliverables provided by it is banned or subject to an export authorisation. The Supplier must compensate for any damage sustained by the Customer as a result of any breach of this notification requirement.
6. The Customer may defer or decline entering into a contract or placing orders until such time that the export classifications, export authorisation and US content information has been received.
7. Suppliers seeking to transfer work or production to another individual, legal entity, factory or country, must advise the Customer of the proposed transfer as soon as possible so that regulatory approval can be sought and export authorisations can be amended or re-applied for (where necessary). Delays in advising the Customer may result in suspension of work, delays in product shipment or exports of technology. Where it is the Supplier's responsibility to do so, the Supplier must ensure that all applicable export authorisations are in place in time to ensure the work transfer can lawfully take place without delay to agreed delivery schedules.
8. The Supplier must advise the Customer as soon as possible of any change in the Supplier's business, including, but not limited to:
 - I. Change of company name and/or company registration;
 - II. Change of addresses of head offices and/or other facilities in which products are manufactured for the Customer;
 - III. Any change in company ownership;
 - IV. Any change in parent company ownership;
 - IV. Any novation or assignment of contracts to another legal entity;
 - V. Any other material changes of legal entity status.Any changes to a company's legal entity status may require regulatory approval in multiple jurisdictions and may result in the suspension or revocation of export authorisation(s), either permanently or until such time that regulatory approval is obtained.
9. Where applicable, any conditions or restrictions in any export authorisation(s) (e.g., restrictions relating to employment status, nationality or re-export) must be advised in order that the Customer can maintain compliance with the export authorisation(s) when incorporating, re-exporting or transferring the items as part of business activities.
10. The Supplier agrees to afford the Customer and any competent governmental department or other governmental administrative body access to Supplier's premises for the purpose of auditing Supplier's compliance with the requirements of this clause, and to provide all necessary facilities and assistance for such audit to take place.
11. Where the deliverables to be provided by the Supplier pursuant to any Agreement or Order include the provision of services to be performed for or on behalf of the Customer, and will or may involve Supplier's employees having or having the potential to gain access to information which is subject to export control laws and regulations, the Supplier will comply with;
 - i) all applicable export control laws and regulations and;
 - ii) all requests and requirements of the Customer for the same purpose.



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12. The Supplier warrants to the Customer that neither it nor any of its subsidiaries or affiliates or, to the Supplier's knowledge, any director, officer or employee of the Supplier or any of its subsidiaries or affiliates is:
- i) an individual or legal entity ("Person") currently on a sanctions list, including, but not limited to, the US Consolidated Screening List ("CSL", http://export.gov/ecr/eg_main_023148.asp) and the EU Consolidated Sanctions List;
 - ii) is located in a country or territory that is a target of sanctions or whose government is currently the target of sanctions;
 - iii) is a Person who is directly or indirectly owned or controlled by any Person currently on a sanctions list, or is directly or indirectly owned or controlled by any Person who is in a country or territory that is a target of, or whose government is currently a target of, sanctions;
 - iv) is a Person subject to ongoing investigations into possible sanctions; and
 - v) the Supplier will not directly or indirectly supply or otherwise make available any export-controlled items, whether;
 - (i) to a subsidiary or affiliate, joint venture partner or other Person or country or territory whose government is the target of sanctions, or;
 - (ii) in any other way that would result in a violation of sanctions
13. The Customer may, at its sole discretion and without notice or liability of any kind, terminate the Contract and the business dealings with the Supplier if it finds that the Supplier is not complying with one of the warranties given under this clause, and the matter cannot be resolved to an extent which shall be stipulated by the Customer only and which must be within the bounds of legal permissibility.
14. In the event the Supplier breaches any of the provisions of this clause, the Supplier shall indemnify the Customer with respect to all losses, damages, claims, compensation, awards, expenses (including without limitation legal fees), fines and judgments incurred by the Customer as a result or because of such breach.

Current as of December 2021