Standard Terms and Conditions of Purchase

Export control and sanctions compliance

1. The Contractor acknowledges that any information provided to or received by it in accordance with or in relation to any Framework Agreement, Service Certificate or any other contractual relationship ("Contract") with Client, 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 (as amended).

   The Contractor 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.

2. When requested, Contractor must provide the Client with the export classifications of Contractor's 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 Contractor must notify the Client immediately should an export classification change. All shipping documentation must state the export classification(s) of the deliverables, together with any applicable export authorisation information. The Client reserves the right to reject delivery of any consignment that does not comply with this requirement.

3. Contractor must identify any of its 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 Client may request from the Contractor the proportionate value of US content in the products supplied.

4. The Contractor undertakes to give the Client reasonable advance written notice with reference to the respective Contract 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 Contractor must compensate for any damage sustained by the Client as a result of any breach of this notification requirement.

5. The Client may defer or decline entering into a Contract until such time that the export classifications, export authorisation and US content information has been received.

6. Contractor seeking to transfer services, work or production to another individual, entity, factory or country, must advise the Client 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 Client may result in suspension of work, delays in product shipment or exports of technology. Where it is the Contractor's responsibility to do so, the Contractor must ensure that all applicable export are in place in time to ensure the work transfer can lawfully take place without delay to agreed delivery schedules.

7. The Contractor must advise the Client as soon as possible of any change in the Contractor's business, including, but not limited to:
   a. Change of company name and/or company registration;
   b. Change of addresses of head offices and/or other facilities in which products are manufactured for or Services provided to the Client;
   c. Any change in company ownership;
   d. Any change in parent company ownership;
   e. Any novation or assignment of contracts to another entity;

   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.

8. 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 Client can maintain compliance with the export authorisation(s) when incorporating, re-exporting or transferring the items as part of business activities.

9. The Contractor agrees to afford the Client and any competent governmental department or other governmental administrative body access to Contractor's premises for the purpose of auditing Contractor's compliance with the requirements of this clause, and to provide all necessary facilities and assistance for such audit to take place.

10. Where the Services or other deliverables to be provided by the Contractor pursuant to any Agreement or Statement of Work will or may involve Contractor's employees having or having the potential to gain access to information which is subject to export control laws and regulations, the Contractor will comply with;
    a. all applicable export control laws and regulations and;
    b. all requests and requirements of the Client for the same purpose.

11. The Contractor warrants to the Client that neither it nor any of its subsidiaries or affiliates or, to the Contractor's knowledge, any director, officer or employee of the Contractor or any of its subsidiaries or affiliates is:
    a. 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;

b. is located in a country or territory that is a target of sanctions or whose government is currently the target of sanctions;

c. 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;

d. is a Person subject to ongoing investigations into possible sanctions breaches; and

e. the Contractor will not directly or indirectly supply or otherwise make available any export-controlled items, whether;

- to a subsidiary or affiliate, joint venture Contractor or other Person or country or territory whose government is the target of sanctions, or;
- in any other way that would result in a violation of sanctions

12. Contractor will not, either now or in the future, provide Client goods, technologies, software, intellectual property and/or trade secrets, either directly or indirectly, incorporated or otherwise, to or for end use in Russia, Belarus, Crimea, Iran, North Korea, Sevastopol, Syria and/or Russian-controlled Ukrainian territories.

13. Contractor shall use its best endeavors to ensure that the purpose of paragraph 12. is not frustrated by third parties in the wider supply chain, including potential resellers, and shall set up and maintain a monitoring mechanism to detect conduct by third parties that may frustrate the purpose of paragraph 12.

14. Any breach of the aforementioned provisions must be reported to the Client without delay and shall be deemed a material breach of contract. In the event of such a breach pertaining to Russia, the Russian-controlled Ukrainian territories or Belarus, Client shall report the breach to the competent authority within the EU.

15. The Client may, at its sole discretion and without notice or liability of any kind, terminate the Framework Agreement and the business dealings with the Contractor if it finds that the Contractor 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 Client only and which must be within the bounds of legal permissibility.

16. In the event the Contractor breaches any of the provisions of this “Export Control and Sanctions Compliance” clause, the Contractor shall indemnify the Client with respect to all losses, damages, claims, compensation, awards, expenses (including without limitation legal fees), fines and judgments incurred by the Client as a result of or because of such breach.

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