



# Standard Terms and Conditions of Purchase

## 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 purchase order and/or the Contract may be subject to export control laws and regulations, in particular (the applicable version at the time in question of) the US International Traffic in Arms Regulations ("ITAR"), the US Export Administration Regulations ("EAR") and EU Regulation No. 2021/821 of the European Parliament and the Council.
2. 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 and in particular all relevant export licences, notices and instructions in relation to any use, export or transfer of information or deliverables.
3. The Contractor must provide the Client on request 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 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 export licence application information. The Client reserves the right to refuse delivery of any consignment that does not comply with this requirement.
4. The Contractor must record any products/technologies that originate from the US or which have US content, along with the applicable US export classifications and export licences. In order to satisfy the requirements of the US Department of Commerce "de minimis" rules, the Client may request the Contractor to provide details of the proportional value of the US content in the products/technologies supplied.
5. The Contractor undertakes to give the Client reasonable advance written notice with reference to the contract concerned (purchase order/job/approval order) as to whether, according to any export control laws or regulations, the export of the information or deliverables supplied by it is prohibited or subject to an export licence. The Contractor shall compensate the Client for loss or damage of any kind suffered by the Client 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 as the export classifications, export licences and US content information has been received.
7. Contractors seeking to transfer work or production to another legal entity, partnership, factory or country must advise the Client of the proposed transfer as soon as possible so that regulatory approval can be sought and export licences 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 export of technologies. Where it is the Contractor's responsibility to do so, the Contractor must ensure that all applicable export licences are in place in time to ensure the work transfer can lawfully take place without delay to agreed delivery deadlines.
8. The Contractor must advise the Client as soon as possible of any change in the Contractor's business, in particular:
  - I. a change of company name and/or company registration;
  - II. a change of address of head offices and/or other facilities in which products are manufactured for the Client or services are provided for the Client;
  - III. any change in the ownership structure of the company;
  - IV. any change in the ownership structure of the parent company;
  - IV. any novation or assignment of contracts to another legal entity or partnership;
  - V. any other fundamental changes to the legal entity.Any changes to the company's legal entity status may require regulatory approval in multiple jurisdictions and may result in the suspension or revocation of one or more export licences, either permanently or until such time as regulatory approval is obtained.
9. Any conditions or restrictions in export licences (e.g. restrictions relating to employment status, nationality or re-export) must be notified where necessary in order that the Client can ensure compliance with the export licences when incorporating, re-exporting or transferring the items in the course of its business activities.
10. The Contractor agrees to allow the Client and any competent government authority or other government administrative body access to its business premises for the purpose of verifying the Contractor's compliance with the requirements of this clause and to provide all necessary means and assistance for such verification to take place.
11. Where the deliverables to be provided by the Contractor in accordance with any contract or order comprise services to be performed for or on behalf of the Client such that the Contractor's employees will or could as a result gain access to information which is subject to export control laws and regulations, the Contractor undertakes to comply with
  - i) all applicable export control laws and regulations and;
  - ii) all demands and requirements of the Client serving the same purpose.
12. The Contractor assures the Client that neither it nor any of its subsidiaries or associated companies or, to the Contractor's knowledge, any director, manager or employee of the Contractor or any of its subsidiaries or associated companies is
  - i) an individual person or legal entity ("Entity") currently on a sanctions list, in particular the US Consolidated Screening List, "CSL", [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp) and the Consolidated EU 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 an Entity directly or indirectly owned or controlled by any Entity currently on a sanctions list, or is directly or indirectly owned or controlled by any Entity in a country or territory that is a target of, or the government of which is currently a target of, sanctions;
  - iv) is an Entity subject to ongoing investigations into possible sanctions; and
  - v) the Contractor gives an assurance that it will not directly or indirectly supply or otherwise make available any export-controlled items either to
    - (i) a subsidiary, associated company or joint venture partner, or a country or territory whose government is the target of sanctions, or



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(ii) in any other way that would result in a violation of the sanctions.

13. The Client may, at its sole discretion and without notice or liability of any kind, terminate the Contract and the business dealings with the Contractor if it believes that the Contractor is not complying with all of the assurances given under the present Section XXVIII. and the matter cannot be resolved in a manner to be determined by the Client alone taking account of the limits of legal permissibility.

14. In the event that the Contractor breaches any of the provisions of the present Section XXVIII., it shall compensate the Client for any loss or damage, claims, payments, awards, expenditure (especially legal consultation fees), fines and court rulings incurred by the Client as a consequence or result of such a breach.

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