

export compliance

Buyer acknowledges that each product may be subject to export controls. Buyer will not export the “Items*” to other countries as is. Buyer agrees to comply fully with all relevant export laws and regulations of the nations in which the Items will be used (“Export Laws”) to ensure that neither the Items nor any direct product thereof are

- (i) exported, directly or indirectly, in violation of any Export Laws; or
- (ii) are intended to be used for any purposes prohibited by the Export Laws.

Without limiting the foregoing, Buyer will not export or re-export the Items:

- (i) to any country to which [the United States](#) or [the European Union](#) has embargoed or restricted the export of goods or to any national of any such country, wherever located; or
- (ii) to any end user who Buyer knows or has reason to know will utilize the Items in the design, development or production of nuclear, chemical and biological weapons, nor with missile systems, rocket systems, or unmanned aerial vehicles (UAV's), regardless of range or payload capabilities, **for delivery of such weapons**. Buyer furthermore acknowledges that Buyer is solely responsible for adhering to all applicable export and re-export controls of the U.S. Department of State or any other sovereign country's export regulation in connection with the end use of the application.

Buyer will at all times conduct its business in compliance with all applicable sovereign countries export laws and regulations, including, without limitation, U.S. export and re-export regulations governed by the Bureau of Industry and Security (BIS) and the U.S. Department of State. Buyer agrees that it will neither export or re-export to any such prohibited destination or make available any controlled technical data or products received hereunder without first obtaining required U.S. Government approval by filling an application for export or re-export license with the Bureau of Industry and Security (BIS).

The Buyer agrees that it will not perform any act or participate in any misrepresentation of fact, which either directly or indirectly may constitute a violation of U.S. or any applicable sovereign nations export laws or regulations. The Buyer will indemnify Seller and hold Seller harmless from any claims asserting non-compliance or violation of such laws and regulations.

Buyer agrees that any Goods cannot be resold, exported or re-exported to any of the following countries or regions:

Cuba, Iran, Sudan, North Korea, Syria, Belarus, Russia, the Crimea region of Ukraine, the so-called Luhansk People's Republic or the so-called Donetsk People's Republic, or to any other countries or regions, entities or persons to which the resale or export of Goods, would be subject to sanctions or embargoes.

Buyer acknowledges that it will neither export or re-export to any such prohibited destination or make available to denied parties any technical data or products received hereunder. Buyer shall execute and deliver to the other any documents as may be required to effect or evidence compliance.

***item: means each and every product taking place on the offer made by the Seller to the Buyer.**