

## **GENERAL SANCTIONS AND EXPORT CONTROLS WARRANTY AND INDEMNITY LETTER**

### **Shipment Details/ Waybill Number:**

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between ("Shipper") and **DHL Express ("DHL")** and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions and export control laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

### **SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:**

#### **SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER**

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

#### **SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)**

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

#### **SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT**

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

The shipper further warrants that:

- a) The shipment is in compliance with applicable export control and sanctions laws and regulations ("Export Laws") and that the shipment does not contain
  - 1) U.S.-origin goods, technology or software, or
  - 2) non-U.S.-origin goods that contain more than 25% U.S.-origin content (as defined in 15 C.F.R. 734.4).
- b) If the shipment contains either 1 or 2 above, the Shipper shall provide DHL with a copy of the license or other approval that authorizes the shipment to the consignee.

#### **SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL**

**Indemnity:** The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, subcontractors and representatives) of any:

- (a) Applicable Sanction(s)<sup>1</sup>, or

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<sup>1</sup> For Shipments Subject To U.S. Jurisdiction (Does Not Apply Where Compliance With U.S. Sanctions Would Be Prohibited By Law Or By the national government policy):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);

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(b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below (“Grant to DHL”).

*Comply with DHL Actions:* The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

*Grant to DHL:* Shipper hereby grants DHL the right (but not the obligation) at DHL’s discretion to conduct any or all of the following:

- (a) not to clear or process any shipment that is Restricted by applicable laws;
- (b) inspect and/or screen the Shipments in accordance with applicable laws;
- (c) return the shipments;
- (d) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
- (e) disclose information related to the shipment to a government authority in accordance with applicable laws;
- (f) release the shipments to a government authority in accordance with applicable laws; or

store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper’s costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

### **SHIPPER ACKNOWLEDGEMENT**

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

### **ANNEX A: DEFINITIONS**

**Denied Party:** A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

**Letter:** This Sanctions Warranty and Indemnity Letter.

**Restricted Items:** Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) **OR** where positively not authorized by applicable Sanction(s).

**Sanction(s):** Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

**Sanction(s) Authority:** An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties collectively, these are deemed the "Sanctions Authorities". **Sanction(s) Lists:** A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

**Sanctioned Countries:** Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to those administered by the UN/EU/U.S/Canada/Australia/Singapore.

**Shipment:** For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.

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- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
  - (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.