



GENERAL SANCTIONS AND EXPORT CONTROLS WARRANTY AND INDEMNITY LETTER

DHL Express 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 footnote 1¹ to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

1. 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.

2. 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 a) constitute a breach or violation of any applicable Sanction; or b) expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

3. SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- it has effective traceability of items to be shipped in its own inventory management and other relevant systems and contains accurate and up to date information on the national origin, content, any sanctions prohibition, export control jurisdiction and classification, and value of all goods, technology, software and services, including those received from third parties;
- the shipment does not contain any Restricted Items, or, alternatively,
- if the shipment does contain Restricted Items and / or strategic trade controlled goods, the Shipper will inform DHL in advance and prior to DHL accepting the shipment, that any and all licenses, permits or other authorizations 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;
- DHL will not serve as the Importer or Exporter of Record involving Sanctioned Countries or Restricted Items;
- DHL will not directly or indirectly clear, handle, store or process items that are prohibited by export laws and/or Sanctions laws;
- the Shipper is the true shipper and exporter of the shipments; and
- the description, value, consignee, content and other associated information and documents related to the shipments are true and accurate.

The shipper further warrants that:

- the Shipment is in compliance with applicable export control and Sanctions laws and regulations ("Export Laws") and that the Shipment does not contain:
 - U.S.-origin goods, technology or software, or

¹ 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.



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- Non-U.S. origin goods that contain more than 25% U.S. origin content (as defined in 15 C.F.R. 734.4).
- if the Shipment contains either 1 or 2 above, the Shipper shall provide DHL with a copy of the license or other authorization allowing the delivery of the Shipment to the consignee.

4. SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

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:
 - applicable Sanction(s)², or
 - 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 any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction;
- grant DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:
 - not to clear or process any Shipment that is restricted by applicable laws;
 - inspect, photograph and scan the shipments and their contents;
 - take, store and transfer internationally to other DHL dependencies, copies/photographs of shipment content or their supporting documents, in order to verify the viability of transporting them;
 - return the shipments without prior notice, at the Shippers cost and expense;
 - abandon or block the shipments without any further liability to DHL as required by applicable law;
 - disclose information related to the Shipment to a government authority in accordance with applicable laws;
 - 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 DHL 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 actions 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, understands and agrees to all provisions of this Letter. By signing this Letter, the signor also guarantees that he / she is vested with the authority and the responsibility to endorse this Letter.

Print Name: (Mr/Ms) _____

Company Name (Where applicable): _____

Job Title (Where applicable): _____

Signature: _____

Date: _____

² 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 do 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);

(b) the Shipper, where the Shipments 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.