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Clause 1: OVERVIEW

The terms and conditions described (hereinafter the "Terms and Conditions") set forth the rights and obligations of any of the SAFRAN SEATS companies as listed below (as may be amended from time to time)

- SAFRAN SEATS
- SAFRAN SEATS USA LLC
- SAFRAN SEATS GB LIMITED

(hereafter each, individually, a "Provider") and its customer (the "Customer") in relation to the sale of spare parts ("Spares Parts") and or the supply of repair services ("Repair Services") by Provider.

Should Customer and Provider have executed a product support agreement or any similar support agreement governing after-sale services the conflicting provisions of said support agreement shall prevail.

Any valid deviation there from shall be made and accepted in writing by both parties.

Provider's acceptance of Customer's orders is expressly conditioned upon Customer's assent to Provider's present Terms and Condition to the exclusion of any additional or different terms or conditions included in Customer's order form, which assent shall be presumed conclusively from Customer's placement of a purchase order or repair order. In the event that the Terms and Condition contradict Customer's terms and condition of purchase, the former shall take precedence.

Clause 2: ORDERS – ACKNOWLEDGEMENT - CANCELLATION

A) Spare Parts.

Upon receipt of the Customer's request for quotation valid for 90 days, Provider will analyse and validate the request and issue a quotation including a delivery lead-time.

Upon acceptance of the quotation, Customer will confirm such acceptance through a firm purchase order.

In cash with order situations Customer will be expected to effect payment on the basis of the pro forma invoice (valid thirty (30) working days) issued by Provider following receipt of the firm purchase order.

Upon receipt of the full and effective payment only, Provider will process with the purchase order.

Provider will issue an invoice to Customer to summarize the operation.

All lead-times quoted by Provider in the quotation shall be computed from the later of 1) the date of receipt of a valid purchase order (or full and effective payment -in case of a cash with order situation) or 2) the date of delivery of suitable Buyer Furnished Equipment.

Should payment of any order line not be received within thirty (30) calendar days following the submission of the pro forma invoice, Provider shall be entitled to consider the purchase of the said order line as cancelled by the Customer.

Customer accepts further that the contractual delivery date in respect of any purchase order line may be postponed by Provider without incurring any liabilities whatsoever by a maximum of sixty (60) calendar days and Customer hereby waives the right to cancel any order line where this delay has not elapsed.

Provider has a three hundred Euros (€ 300.00) or three hundred and fifty US Dollars (\$350.00) or three hundred Pounds (£300.00) - depending on selling currency agreed upon - minimum requirement for each purchase order line item - excluding shipping and transportation costs. Provider reserves the right to adjust purchase orders accordingly to meet minimum requirements.

B) Repair Services


Return and Inspection

Any Item shall be returned for repair with an appropriate part / material return form - available on request and filled by Customer, providing as a minimum such information as:

- Part Number and Serial Number (where applicable);
- Delivery date that the Customer originally received the part from Provider;
- Aircraft effectivity or serial number from which the part is removed

Following reception Provider will perform an inspection and evaluation. A minimum fee for handling, inspection, evaluation and test of five hundred Euros (€500.00) or six hundred US Dollars (\$600.00) or five hundred Pounds (£500.00) per item or such higher demonstrated costs will be charged depending on the agreed upon selling currency agreed upon between Customer and Provider.

Quotation

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Provider will submit a quotation and a corresponding pro forma invoice describing the repair/overhaul activities or the cost of a replacement item and offer a repair lead-time

No work extending beyond inspection, evaluation and testing, in particular no repair work in relation to the product will be performed by Provider unless and until Provider quotation and repair lead-times are accepted in writing by Customer through a firm repair order and effective payment is received by Provider by wire transfer in cash with order situations.

This terms contained in the pro forma invoice will remain valid for a period of thirty (30) calendar days.

Repair lead-time

The repair lead-time offered by Provider in the quotation shall be computed as from receipt of a firm repair order approving the quote together with the payment in case of cash with order situation.

Decision by Customer

Should the Customer fail to issue a repair order or a purchase order for a replacement item within thirty (30) calendar days following the date of submission of the quotation, Provider shall be entitled to consider that the repair is cancelled. Provider shall however be entitled to recover the handling inspection evaluation and testing costs from Customer and the additional costs of repacking. Provider will advise Customer in writing of the availability for collection of the products, in case the item is not collected by Customer after an additional term of thirty (30) days following the said written advice sent by Provider, property in the item shall pass to Provider but the scrapping costs will be charged to Customer.

In case a shop processing time is agreed between Provider and Customer, the decision time between submission of the pro forma invoice by Provider and receipt by Provider of a firm repair order approving the quote (together with the payment in cash with order situation), will be discounted from the shop processing time.

Beyond Economical Repair

Provider shall be entitled to refuse repair should the repair price exceed sixty percent (60%) (Beyond Economic Repair) of the catalogue price. Non reparable items will be disposed of by Provider at the scrapping costs detailed below or at Customer request made available for not more than 30 days to Customer who will bear the costs of repacking and return.

Scrapping costs

one hundred Euros (100€) or one hundred and thirty US Dollars (\$130) or one hundred Pounds (100£) per item depending on agreed upon selling currency.

C) General provisions governing Cancellation

Cancellation for breach of Provider

The Customer is entitled to cancel any order (or order line) through a written notice to Provider in case of a material breach by Provider left unremedied after last communication for more than 60 days.

Provider shall promptly return to the Customer one hundred (100%) of the price of the cancelled order or order line, according to agreed quotation, without incurring further liability to the Customer.

Cancellation without cause by Customer

Customer may cancel a purchase order or a purchase order line or reduce ordered quantities without cause by written notice to Provider.


In cash with order situation, where the such cancellation or reduction occurs less than fifteen (15) calendar days following receipt of full and effective payment, Provider shall be entitled to retain **fifty percent (50%)** of the price of the cancelled quantities, any cancellation or reduction beyond this period shall nonetheless entitle Provider to retain **the full** purchase price of the cancelled quantities.

In case Provider has extended credit terms to Customer, Provider shall remain entitled to claim the full payment of the cancelled purchase order, the cancelled purchase order line or cancelled quantities if such cancellation or reduction occurs later than fifteen (15) calendar days from the date it is received by Provider. If such cancellation or reduction occurs earlier Provider shall only be allowed to recover fifty percent (50%) of the amount.

Cancellation without cause of a repair order by Customer shall nonetheless entitle Provider to the payment of the of the full value of the affected repair order.

Clause 3: PAYMENT TERMS – RESERVATION OF TITLE

Payment shall be made within thirty (30) calendar days from date of pro forma invoice (valid thirty (30) working days) in cash with order situation (or from date of invoice if credit terms are extended to Customer).

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Unless otherwise agreed with the Customer, the payment for Spares Parts and Services shall be made on a “cash with order” basis. Provider may accept to extend more favourable payment terms including credit terms depending on Customer credit standing however at any time and without notice Provider may modify or withdraw credit terms including, but not limited to, reverting to cash with order, requiring guarantees, or other security if the credit standing of Customer so warrants.

In case credit terms are extended to Customer and that Customer is delinquent in its payment obligation to Provider, then Provider may upon notice to Customer and at its option: (1) declare Customer’s performance in breach and cancel any order; (2) repossess Spare Parts for which payment has not been made; (3) withhold performance until all delinquent amounts and late interest, if any, are paid; (4) deliver future shipments on a cash with order basis; (5) charge interest on delinquent amounts at a rate of one and half percent (1.5%) per month or the maximum rate permitted by law, if lower, for each month or part thereof; (6) charge storage or inventory carrying fees on Spares Parts or repaired items; (7) recover all costs of collection including, without limitation, reasonable attorneys’ fees; (8) if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (9) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

Where credit terms are extended to Customer, property in the delivered Spare Parts shall not pass until they are paid in full to Provider.

Clause 4: PRICE

A) General

All prices are quoted FCA – ICC Incoterm (2010 edition) - Provider factory or upon special agreement with Customer from any Provider controlled warehouse (the “**FCA Condition**”). Subject to separate invoicing and payment, Provider may attend to the shipment of the products for delivery to Customer appointed freight forwarder in any European international airport/port.

Price of non-catalogue Spare Parts or repair prices shall be quoted separately each quotation will be valid for a period of thirty (30) calendar days unless otherwise agreed.

If Customer disputes any invoice or pro forma invoice, or portion thereof, Customer will so notify Provider within fifteen (15) calendar days of the date of Provider’s invoice and failure to provide notification within said period shall be deemed acceptance of Provider’s invoice or proforma by Customer.

B) Catalogue Spare Parts

Provider will issue a price list or catalogue valid for all deliveries of certain Spare Parts ie: the Catalogue Spares Parts in one calendar year. This price list may be updated each year.

Applicable prices shall be those in force at the time of the scheduled delivery. Where a purchase order issued by Customer call for deliveries by instalments, Provider shall be entitled to apply the price list in force at the date of the scheduled delivery of the relevant instalment and adjust the price accordingly.

Where, a Catalogue Spare Part has not been ordered for three (3) years or more, notwithstanding anything to the contrary contained in the catalogue, it will be subject to a pricing on request.


In case lead time is published in the catalogue in respect of a Catalogue Spare Part, the information is in calendar days and does not take into account procurement time of parts and materials from suppliers. Only the lead-time offered on the quotation shall be binding on Provider.

In case of obsolescence on material, tooling, supplier and / or documentation lead time and price of a Catalogue Spare Part could be revised by Provider at Provider discretion.

C) Extra management fees

Provider will invoice special management fees in the following case subject to Spare Parts availability:

- AOG - Aircraft grounded due to parts shortage – shipment within twenty-four (24) hours - only with valid tail number:
All parts required to answered an AOG are subject to a management fee in the amount of seven hundred and fifty Euros (750.00€) or nine hundred US Dollars (\$900.00) or seven hundred and fifty Pounds (750.00£) depending on selling currency agreed by the parties per part shipped.
- COMMERCIAL NO GO - Seat not sealable - shipment within seventy-two (72) hours:
All parts required to answered a commercial NO GO are subject to a management fee in the amount of six hundred and fifty Euros (650.00€) or eight hundred US Dollars (\$800.00) or six hundred and fifty Pounds (650.00£) depending on selling currency agreed by the parties per part shipped.
- EXPEDITE – shipment within ten (10) days and / or Part required in less than normal lead-time

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All parts required to answered are subject to a management fee in the amount of four hundred and fifty Euros (450.00€) or five hundred and fifty US Dollars (\$550.00) or four hundred and fifty Pounds (450.00£) depending on selling currency agreed by the parties per part shipped.

- PO UPDATE – Change of agreed delivery dates.

All parts required to answered are subject to a management fee in the amount of three hundred Euros (300.00€) or three hundred and fifty US Dollars (\$350.00) or three hundred Pounds (300.00£) depending on selling currency agreed by the parties per part shipped.

Clause 5: DELIVERY-INCOMING INSPECTION-RISKS

Customer or Customer’s agent, contractor or representative shall make any reservation relating to missing or damaged Items Spare Parts, replacement or repaired items (Spare Parts, replacement or repaired items being hereinafter referred to as the “Items”)- where such loss or damage is likely to have occurred in the course of transport - apparent on the transport documents (CMR, Airways Bill...) through a written mention, such reservation shall be confirmed within three (3) days from receipt of shipment by Customer or Customer’s agent, contractor or representative.

Customer shall be barred from making any claim for shortage, incorrect or non-conforming Items. If Customer has failed to give notice thereof in writing to Provider within thirty (30) calendar days following delivery of the affected shipment and Provider will not be responsible for any such claim reported after that period. For any claim under this paragraph for which Provider may be liable, Customer’s exclusive remedy shall be the repair, replacement or refund as Provider may elect, of such Item. Replacement or refund is conditional upon return of the affected Item at the latest three (3) months following the date of the original claim. After such time no replacement or refund will be accepted by Provider and the delivery shall be deemed to be unreservedly accepted by Customer.

The foregoing is without prejudice to Customer’s rights under Clause 9 in respect of hidden defects.

Customer must retain and make available to Provider, all original cartons, containers and other packaging material for the shipment under question until the claim is remedied.

Delivery shall be deemed irrevocably to take place upon the loading of the Items at Provider factory or Provider controlled warehouse under the FCA Condition.

In any case and notwithstanding any arrangements made by Provider for the transport, risks will pass and delivery will be deemed to take place as per the FCA Condition.

If Customer fails to appoint a carrier for collection of the Items or otherwise cause the shipment to be delayed by more than fifteen (15) calendar days, calculated from contractual delivery date, the Items will be stored at Customer’s costs and risks by Provider for a thirty (30) calendar days’ period, following which they will be disposed of and the scrapping costs detailed above will apply. Payment will not be refunded by Provider.

Clause 6: EXCUSABLE DELAY

Provider shall not be in default or liable for any damages resulting from delay in delivery or performance of any of its obligation hereunder due to any act of God or the public enemy, war, riots, acts of the government in either its sovereign or contractual capacity, fires, floods, earthquakes, perils of the sea including piracy, accidents or other casualties, epidemics, quarantine restrictions, strikes, lockouts, labour disputes, freight embargoes, or other legal restrictions, unusually severe weather, inability to obtain necessary materials, transportation utilities, fuel, power, labour or other operational necessities, interruption or curtailment of power or other energy or fuel supplies or any other circumstances beyond the control of Provider as affecting Provider or its vendors and suppliers beyond the reasonable control of Provider or its vendors and suppliers.

Clause 7: CONFIDENTIALITY AND NON-USE


Commercial proposals and price lists shall be deemed to be confidential. They shall not be disclosed to third parties.

Clause 8: WARRANTY

Warranty shall apply to all Items manufactured repaired and delivered under these Terms and Conditions by Provider when conclusively found defective by Provider either as a result of a defect of material or of a defect in workmanship. In case of a repaired item the warranty only applies to the component of the repaired item that was repaired or overhauled and to the work performed.

At Provider discretion, any defective Item or as the case may be component hereof may either be repaired or replaced. Repair or replacement of a defective Item or component shall be the only remedy available to Customer under any warranty claim. Replacement item may be at Provider’s discretion a new item or an item reconditioned to like-new performance and functionality.

Provider may upon prior agreement as to scope and costs allow in-house warranty repair by Customer or a Provider approved third party - no indemnification of in-house warranty repair costs will be paid unless adequate and sufficient information is provided to Provider.

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Exclusions

Warranty is excluded for components not sold by Provider, or for components procured by Provider under the direction of Customer and for consumables.

W is further excluded in case of abuse, improper installation, use or maintenance, lack of surveillance, lack of maintenance, negligence, alterations or repair not approved by Provider, adjunction of or use in conjunction with a PMA (unless the Customer reasonably demonstrates that the presence of a PMA cannot be a cause for the failure).

Warranty is further excluded in case Customer's claim 1) is not made within thirty (30) days after the defect first became apparent and 2) is not reasonably documented.

Adjudication

The requested information / documentation includes the following:

- Part Number and Serial Number (where applicable);
- Number/references of Purchase/Repair order associated with the delivery of the product;
- Aircraft effectivity or serial number from which the product is removed;
- Date the claim became apparent;
- Detailed description of claimed defects and circumstances...

Provider shall be entitled in particular but not exclusively 1) to ask for the return of the items or a sample hereof for expertise 2) to perform on-site inspections...

Duration

Unless otherwise agreed in writing, duration of the warranty period is twelve (12) months for each Item or component hereof either sold, replaced or repaired hereunder.

Warranty period is computed as from date of shipment.

Warranty period for replacement or repaired items or components delivered free of charge as a result of the admission of a warranty claim by Provider shall be for portion of the initial warranty period then remaining at the time the formal claim is made.

Ancillary Costs

Customer shall make all advance payment for transport pending admission of the warranty claim. After admission by Provider of the warranty claim, out bound transport cost for repaired or replacement items or components will be borne by Provider.

Removal and/or reinstallation costs shall be supported by Customer.

EXCLUSION OF OTHER WARRANTIES

THE WARRANTY PROVIDED IN THIS CLAUSE AND THE OBLIGATIONS AND LIABILITIES OF PROVIDER HEREUNDER AND THE RIGHTS AND REMEDIES OF CUSTOMER HEREUNDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND OBLIGATIONS OF PROVIDER AND ALL OTHER RIGHTS AND REMEDIES OF CUSTOMER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE.

Clause 9: NON WAIVER


The failure of Provider to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or of the right thereafter to enforce each and every provision. No waiver by Provider, express or implied, of any breach of these Terms and Conditions shall be construed as a waiver of any other breach of the same.

Clause 10: LIMITATION OF LIABILITY

TO THE EXTEND PERMITTED BY ANY APPLICABLE LEGAL PROVISIONS, PROVIDER'S LIABILITY FOR ANY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE UNDER THESE TERMS AND CONDITIONS AND /OR ANY ORDER PLACED HEREUNDER, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE AFFECTED SPARE PART OR THE PRICE ALLOCABLE TO THE AFFECTED SERVICE WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO: LOSS OF USE, COSTS OF SUBSTITUTE GOODS OR SERVICES, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BARGAIN OR GOODWILL...).

Clause 11: APPLICABLE LAW- ARBITRATION


THE TERMS AND CONDITIONS AND ALL ORDER PLACED HEREUNDER SHALL BE GOVERNED BY THE LAW OF ENGLAND AND WALES EXCLUDING THE 1980 UN CONVENTION ON THE INTERNATIONAL SALE OF GOODS. ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT TERMS AND CONDITIONS OR ANY ORDER PLACED HEREUNDER SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL

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CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE SAID RULES. THE PROCEEDINGS SHALL BE CONDUCTED IN ENGLISH AND THE PLACE OF ARBITRATION SHALL BE GENEVA (SWITZERLAND)

Clause 12: Government Authorizations

- 12.1** Spare Parts and/or Repair Services, or any part of them, may be subject to export laws and regulations which may include but not limited to (i) U.S, and/or French, and/or European Union export laws and regulations, and (ii) Customer local import laws and regulations, (hereafter referred to as the "Regulations").
- 12.2** Consequently, delivery of Spare Parts and performance of Repair Services hereunder may be conditioned by obtaining export and import licenses as required by the Regulations (hereafter referred to as the "**Licenses**").
- 12.3** Each Party agrees to provide the other Party with all information and assistance in implementing such applicable Regulations as may reasonably be requested by the other Party for the performance of the Order governed by these Terms and Conditions.
- 12.4** Provider shall not be held liable if any Licence is delayed, denied, revoked, restricted or not renewed by the concerned government authorities. The Parties agree to classify such event as an event of Excusable Delays for Supplier and therefore be governed by the provisions of Clause 6 (Excusable Delays).
- 12.5** As a consequence of the above Section 12.2, Customer agrees (i) not to export any Spare Part or any part of it to any country not authorized under the terms of the Regulations, and (ii) not to export any Spare Part or part of it to a country for which an export Licence or any other administrative authorization is required without previously having obtained such necessary Licence or authorization.
- 12.6** Similarly, Customer warrants that it does not find itself under the control of a country or a person or company located in a country to which the export of Spare Parts is prohibited under the terms of any of the export laws.
- 12.7** In addition to the terms outlined in Clause 12, Customer shall be required to confirm its compliance with additional export laws and regulations outlined in the template set out in Appendix 01 hereto.

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APPENDIX 01

CUSTOMER'S COMPLIANCE STATEMENT


This Statement is necessary to confirm that Customer will comply with all applicable export control laws and regulations, and that neither Spare Parts nor technology procured from either Safran Seats, Safran Seats GB Limited, or Safran Seats USA, LLC will be exported, re-exported, re-sold or transferred in any manner, without a licence, to the extent required by any law and/or applicable regulation.

I. PARTIES	
1 – Exporter	Safran Seats, Safran Seats GB Limited, or Safran Seats USA, LLC as applicable
2 – Country of intermediate consignee (if any)	Full address: [To be completed if applicable] Phone: [To be completed if applicable] Email: [To be completed if applicable]
3 – Country of final destination	[To be completed]
4 – End user location	Name: [To be completed] Full address: [To be completed] Phone: [To be completed] Email: [To be completed]
II. GOODS / ITEMS / TECHNOLOGY	
1 – Goods	[Description of Products purchased by Customer]
2 – Quantity and measure units	[Number of Shipsets or individual products]
3 – End use	[AIRCRAFT TYPE AND USE (CIVIL/MILITARY)]
III. CONTRACT	
5 – Contract reference	[Reference Oder number(s)]
6 – Contract Effective Date	[Reference Order effective date]

I. COMMITMENTS

A. Customer hereby certifies that the Spare Parts described above:

- 1) will only be used for the purposes described in the country named above;
- 2) will not be used by any country, entity or individual subject to sanctions imposed by the European Union (“EU”), United States, Canada, United Kingdom (“UK”) and/or the United Nations (“UN”) which would prohibit the export, re-export or use of the aforementioned items;
- 3) will not be used in any direct or indirect nuclear activity or unsafeguarded nuclear fuel cycle activity or nuclear propulsion plants, in or by any country;
- 4) will not be used for any purpose connected with any chemical or biological or nuclear weapons, or missiles capable of delivering such weapons;
- 5) will only be used for civil end uses. YES NO
- 6) if you answered NO to item 5, you certify that the Spare Parts will not be used directly or indirectly for a military end-use in a destination subject to the arms embargo and/or export control regulations of the UN, EU, United States, UK, Canada or Organization for Security and Co-operation in Europe (“OSCE”);

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- 7) neither (i) associated technology, (ii) knowledge, nor (iii) goods produced by the help of such transferred technology or knowledge shall be delivered to a third party unless and only if such third party (iv) accepts in writing to be bound to the commitments stated in items 1 through 6 and (v) Customer has knowledge and confirms that such third party is trustworthy and reliable;
- 8) will not be transferred to any third party, and in particular, not re-exported without the consent of the relevant French, United Kingdom, or United States of America's authorities.

B. Furthermore, Customer hereby acknowledges that the procured Spare Parts may contain components subject to US export control laws and regulations and will not be exported, re-exported, re-sold or transferred in any manner, without a licence to the extent required by US export laws and regulations, when Customer has knowledge and/or belief that such Spare Parts will be used:

- 1) directly or indirectly in certain nuclear activity in any country other than countries in the Supplement N° 3 to EAR Part 744;
- 2) in the design, development, production or use of missiles, rocket systems, and unmanned air vehicles in or by a country listed in Country Group D:4 (as itemized in Supplement N° 1 to EAR Part 740);
- 3) in the design, development, production stockpiling, or use of chemical or biological weapons in or by any country listed in Country Group D:3 (as itemized in Supplement N° 1 to EAR Part 740);
- 4) in the design, development, production stockpiling, or use of missiles, rocket systems or unmanned air vehicles for the delivery of chemical or biological weapons in or by any country except a governmental program for nuclear delivery of NPT Nuclear Weapons Systems that are also members of NATO;
- 5) in connection with a non-US maritime nuclear propulsion project in any country;
- 6) for a military end use in the People's Republic of China or any embargoed country;
- 7) [by a Military End User as described in the EAR Part 744.21, when the concerned products are listed in the Supplement No. 2 to Part 744 through their Export Control Classification Numbers \(ECCN\).](#)
- 8) by an entity listed in the Entity List (as itemized in Supplement N° 4 to EAR Part 744);
- 9) by any customer named in a General Order (as identified in Supplement N° 1 to EAR Part 736);
- 10) by any Weapons of Mass Destruction Proliferators and their Supporters, Specially Designated Global Terrorists, Specially Designated Terrorists, and Foreign Terrorist Organizations, as identified in appendix A to 31 CFR Chapter V (OFAC);
- 11) by any individual or entity designated pursuant to the U.S. government sanctions imposed against (a) the Former Iraqi Regime and (b) Burma (as identified in appendix A to 31 CFR Chapter V (OFAC));
- 12) by any customer in an embargoed country listed in Country Group E:2 (as itemized in Supplement N° 1 to EAR Part 740) or in a terrorist supporting country listed in Country Group E:1 (as itemized in Supplement N° 1 to EAR Part 740);
- 13) by or on behalf of any denied person identified in the Denied Person List (as itemized in Supplement N° 2 to EAR Part 764).

The signatory below is authorized to sign this compliance statement on behalf of the Customer:

I, the undersigned, **[Name and title of Customer's representative]** certify that the information given in this document are true and accurate.

Date and signature