


CONSOLIDATED TRADING COMPANY OF AMERICA

Consolidated Trading Company

 olympic aviation

 specmat international

EXPORT CONTROL CLAUSE


Consolidated Trading Company of America and its subsidiaries, Consolidated Trading Company, Olympic Aviation and Specmat International (hereafter known as CTCOA) fully complies with all U.S. export control laws and regulations (“U.S. Export Controls”), including without limitation the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the Foreign Asset Control Regulations administered by the Office of Foreign Assets Control (OFAC) in the U.S. Department of the Treasury. All products, technical data, software or technology to be exchanged between CTCOA and your company must be handled in compliance with U.S. Export Controls.

As a Term and Condition of Purchase, it is the suppliers’ responsibility to provide CTCOA with export classification data (USML category and sub category – ITAR) or (ECCN – EAR) on the Items procured from the supplier to enable CTCOA to control such Items in compliance with U.S. Export Control requirements. Furthermore, CTCOA requires its suppliers to use at least reasonable efforts to cooperate with and assist CTCOA in the correct identification and classification of Items provided by the supplier or manufactured to supplier’s requirements, designs and/or specifications, which may be subject to U.S. export control regulations. If the supplier does not or otherwise fails to make reasonable efforts to provide classification information and assist CTCOA and/or its related companies, as the case may be, to correctly identify or classify supplier Items subject to U.S. export control regulations, then CTCOA shall have the option, at CTCOA’s sole discretion, to (a) return all Items not classified due to your breach of obligations hereunder for a refund in full without penalty, fee or cost to CTCOA and you shall further reimburse CTCOA for any additional costs or damages suffered by CTCOA as a result of procuring replacements, including without limitation, delay penalties paid by CTCOA to its customers, and/or costs of replacement Items over and above the cost of the Items returned to you; or (b) keep the Items not classified due to your breach of obligations hereunder and you shall (i) reimburse CTCOA for all costs and fees incurred by CTCOA in classifying the Item(s) for itself (including without limitation) attorneys’ or consultant fees and/or costs associated with preparing, submitting and obtaining a response to a Commodity Jurisdiction request (provided however CTCOA has no obligation to submit such a Commodity Jurisdiction request); and (ii) indemnify and hold harmless CTCOA from any violation and/or penalties incurred by CTCOA and/or its related companies that result or arise from inaccurate classification of Items during the process of exporting the Items from the U.S. and/or during the import process at the country of destination.

CONSOLIDATED TRADING COMPANY OF AMERICA

Consolidated Trading Company

 olympic aviation

 specmat international

EXPORT CONTROL CLAUSE

The items, goods, technology and services covered hereunder (“Export Controlled Items” or “Items”) do not refer only to physical products and tangible items but also includes technical data, software, technology, know-how or other intangibles and services that are subject to the U.S. Export Controls.

The supplier will also ensure that all company personnel who represent the supplier in a meeting with or visit to CTCOA will identify their citizenship/nationality. In the event CTCOA informs Supplier that export controlled items will be involved or accessible on a site visit to CTCOA’s facility or a meeting, or Supplier otherwise knows that export controlled items will be involved or accessible on a site visit to CTCOA’s facility or meeting, Supplier will only send personnel on such a site visit who are authorized by the U.S. export regulations to receive and work with export controlled items.