

Sanctions Warranty and Indemnity Letter

Waybill Number
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Shipment Date
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Origin / Shipping Country
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Destination / Receiving Country
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Content of the Shipment
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Purpose behind the Shipment
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_____ (“Shipper”) is hereby providing this Sanctions and Warranty Indemnity Letter and acknowledges and agrees that:

The transaction in which the above-mentioned Waybill Number is to be transported (the “Shipment”) complies with all applicable export controls and sanctions laws and regulations of all applicable authorities, including:

- Laws and regulations, of all applicable jurisdictions related to the exports, transfer, brokering and transit of dual-use items any item that has both civilian and military uses; and/or
- Laws and regulations of all applicable jurisdictions related to the export, sale and supply of military items and arms embargoes; and/or

- Export control and sanctions laws, regulations and orders of the United States of America, including the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR) and sanctions administered by the US Treasury Department’s Office of Foreign Assets Control (OFAC).

The Shipper will not cause Aramex to violate any such laws or engage in any transaction that could result in the imposition of sanctions against Aramex.

Representations

Shipper hereby represents, warrants, and undertakes, that:

a-The Shipment does not include any prohibited goods as determined by the United Nations, European Union, United States, Australia, or any other regulator.

b-None of the items to be transported are of US origin or contain US products or US brands. Further, none of the items have US technology or components to Shipper’s knowledge. Accordingly, No License is Required (NLR) for sale, supply, transfer or export, directly or indirectly, to any person, entity or body in, or for use in Cuba, Iran, North Korea, Sudan and Syria is required.

c-The Shipment will not involve any US dollar payments to any party, including payments made to Shipper or by the shipper (unless specifically permitted by an OFAC license or exemption).

d- No individual or entity involved in this transaction is listed on any EU sanctions lists, the OFAC list of Specially Designated Nationals and Blocked Persons, or any other similar list of prohibited parties, or owned or controlled by any of the foregoing.

Additional Provisions

1-Aramex is entitled to inspect the Shipment and Aramex shall not be liable for any delay/damage resulting from such inspection.

2-Aramex has the right to refuse and/or reject, without prior notice, to carry Shipment if a required license is not provided or the description of the items or manufacturer is unclear, or if Aramex reasonably determines, that the Shipment may be used for a prohibited purpose (nuclear; missile technology, etc.).

3-Aramex may, without notice to Shipper, provide complete details about any shipment, including the identities of all parties that have any legal, financial or commercial interest in the Shipment to any international or local governmental, regulatory, or other authority, in case of any investigation conducted in relation to the Shipment.

4-To verify compliance with these requirements, Shipper agrees and undertakes to keep records of this transaction, including information relating to the goods and consignees, and any licenses and notifications, referred to above, and to make such information available to Aramex upon request .

5-Shipper agrees to indemnify, defend, and hold Aramex, its subsidiaries and affiliates, employees, agents and third party contractors harmless against and in respect of any and all liabilities, costs, expenses, damages, losses (including any direct, or indirect losses), claims, fines, penalties, interest and legal and other professional costs and expenses arising out of or resulting from any breach of the representations or warranties contained in this letter, and any breach of or negligent performance or non-performance of the undertakings in this letter.

Signed: (Shipper signatory)

Name:

Title:

Date: