

JENA-OPTRONIK GMBH  
EXPORT CONTROL PROVISIONS

To be acknowledged and observed by all suppliers of Jena-Optronik GmbH in connection with all orders issued under general purchasing conditions of Jena-Optronik GmbH.

- 1 **Compliance with national, foreign and international trade and ex- port control laws and regulations.** The deliverables or services or part of them may be subject to national, foreign or international trade and export control laws and regulations (hereinafter referred to as "Export Regulations"). The Parties acknowledge that diversion contrary to such Export Regulations is prohibited.
- 2 **Identification and marking obligations/responsibilities.** The Supplier shall identify any part of the deliverable or service that is subject to Export Regulations at the time of signature of a Contract or the receipt of an Order. Amendments to such information shall be provided by the Supplier in the event of a change in Export Regulations or an envisaged change of the classification by Government, and the Supplier shall provide the Purchaser with all information concerning such applicable Export Regulations. The Supplier shall not be liable for such changes but should provide reasonable assistance requested by the Purchaser to comply with the applicable Export Regulations. The Supplier will clearly indicate on all delivery notes the classification determination and the number of the applicable export license or authority and mark all documentation provided subject to Export Regulations with the appropriate classification determination and export license number as well as the applicable license exemptions and distribution restrictions. The executed "Suppliers Export Control Classification Declaration" (as attached hereto) and the Purchaser's "End-use/end-user statement" (as attached hereto) are part of the Contract/Order.
- 3 **Obligation to obtain licenses.** Whenever all or part of the deliverable or service is subject to Export Regulations, and without prejudice to its obligations under this clause, the Supplier shall:
  - (i.) warrant that in a timely manner and at no cost to the Purchaser, unless otherwise specifically agreed, all relevant classification determinations, official approvals, licenses and authorizations required for the export of the deliverables and services to, delivery of them to, and use of them by the Purchaser and the Customer or the End User in accordance with the Contract or the Order or as provided by the Purchaser's end-use/end-user statement will be obtained; and
  - (ii.) provide the Purchaser, except when prohibited by the applicable Export Regulations, with a copy of all relevant exceptions, official approvals, licenses and authorizations and exemptions including a copy of all provisos (e.g. limitations on retransfers) that relate to the compliance obligations of the Purchaser.
- 4 **Technical Assistance Agreements.** If one or more Technical Assistance Agreements ("TAA") are required for the fulfillment of a Contract or an Order, the TAA(s) and any amendments thereto shall be agreed with the Purchaser before being submitted to the export authorities. A copy of the TAA signed by all parties and of the issued approval including a copy of all provisos that relate to the execution of the Contract or the compliance obligations of the Purchaser shall be provided to the Purchaser. If required, the Supplier may redact passages in the copies.
- 5 Notwithstanding anything to the contrary in this Contract, the following provisions are of essence for this Contract:
  - (i.) Purchaser's ability to deliver and support items/commodities fitted with the delivery or services that are not listed on an export control list worldwide – provided that the Purchaser follows all national/EU/U.S. catch-all restrictions for his products; or
  - (ii.) Customer's or End-user's ability to use, operate and maintain the products that are listed on an export control list as provided by the end-use/end-user statement.In the event of Supplier's non-compliance with its obligations under these provisions to supply the deliverables or services compliant with Export Regulations, the Supplier shall, at its own costs, and within a timeframe compatible with the Purchaser's business needs take the appropriate actions to comply with, by
  - (i.) performing all necessary steps in order to obtain from the relevant administration any authorization, with respect to the deliverable and service, necessary for the Purchaser to sell and support the deliverable and service and/or the provided end-use/end-user statement for the relevant Customer or End-user to continue using, operating and maintaining the deliverable and service, and in case the Supplier fails to obtain it,
  - (ii.) replacing or modifying the restricted technology so that the deliverable and service ceases to infringe the Export Regulations, while fulfilling all requirements defined by the Contract or the Order; without prejudice to the Purchaser's rights to claim for compensation for all costs, damages and losses suffered as a consequence of the said breach and/or to terminate the Contract or Order for Supplier's default.
- 6 **Liability.** Notwithstanding any other provision of the Contract or the Order, the Supplier shall be liable for all damages, losses, and liabilities incurred by the Purchaser as the result of the Supplier's negligent non-compliance with its obligations under these provisions.

**SUPPLIER LOGO/STAMP REQUIRED HERE**

**RFQ/RFP/RFI or Purchase Order No.** (if applicable):

**SECTION 1 – DETAILS OF THE SUPPLIER** (Please complete all boxes)

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_  
 Name of person responsible for the completion of this Declaration: \_\_\_\_\_  
 Position: \_\_\_\_\_ Email: \_\_\_\_\_ Tel.: \_\_\_\_\_

**SECTION 2 – ITEM/COMMODITY AND SERVICE IDENTIFICATION**

**A)**

Item/commodity or service	Customer Part #	Supplier Part #	Name and address of manufacturer/manufacturing country (if different from supplier)	Allocation of item/commodity or service
_____	_____	_____	_____	_____

(Use Annex if necessary for additional information)

**B)**

Is the delivery of the item/commodity or the provision of the service to Jena-Optronik GmbH and/or the possible re-export or re-transfer subject to any export control or foreign trade related legal restrictions?

Y  N

(Use Annex if necessary for additional information)

**C)**

Is the item/commodity designed, developed or modified due to Jena-Optronik GmbH specifications? If 'YES' please indicate the Jena-Optronik GmbH delivery specification number.

Y  N  Specification number: \_\_\_\_\_

(Use Annex if necessary for additional information)

**TO BE COMPLETED BY NON-U.S. SUPPLIERS**

**SECTION 3 – NATIONAL EXPORT CONTROL REQUIREMENTS (OTHER THAN U.S.)** (Enter whether the export/transfer of the item/commodity or the provision of the service is subject to any national trade or export control requirements of the country from which you intend to export/transfer/provide.)

Do trade or export control laws and regulations apply to the export/transfer of the item/commodity or the provision of the service?

Y  N

If yes, please provide the following information for the item/commodity or service:

Initially developed/designed for a military application?	Military list classification number and classification list identification	Dual-use list classification number and classification list identification
Y <input type="checkbox"/> N <input type="checkbox"/>	_____	_____

(Use Annex if necessary for additional information)

**TO BE COMPLETED BY ALL U.S. SUPPLIERS OR BY ALL NON-U.S. SUPPLIERS OF U.S. ORIGIN ITEMS/COMMODITIES**

**SECTION 4 – U.S. CLASSIFICATION OF ITEM/COMMODITY** (State whether the intended export/transfer is subject to the International Traffic in Arms Regulations, "ITAR" or the Export Administration Regulations, "EAR".)

**A) Is the item/commodity positively listed on the US Munitions List (USML) of the International Traffic in Arms Regulations (ITAR)?**  
Y  N

If yes, please provide the following information for the item/commodity:

Model or NSN (if available)	Initially developed for a military application?	USML Category and sub paragraph	SME ITAR 120.7	MDE ITAR 120.8	Classified technical data/defense articles
	Y <input type="checkbox"/> N <input type="checkbox"/>		Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>

(Use Annex if necessary for additional information)

**B) Is the item/commodity subject to the U.S. Export Administration Regulations (EAR)?**  
Y  N

If yes, please provide the following information for the item/commodity:

Model or NSN (if available)	CCL ECCN	CJ/CCATS Number, or Self-Classified (if result of ECR please complete SECTION 6)

(Use Annex if necessary for additional information)

**TO BE COMPLETED BY NON-U.S. SUPPLIERS WHOSE ITEMS/COMMODITIES INCORPORATE U.S. COMPONENTS/CONTENT**

**SECTION 5 – U.S. COMPONENTS/CONTENT OF ITEM/COMMODITY** (List the U.S. components/content embedded in the item/commodity. In particular indicate U.S. component/content of the item/commodity which is classified under ECCN 500/600 series.)

Description of the component/content (Type/Part #)	Manufacturer of the component/content	Quantity	% value of EAR content	Classification number of component/content ITAR or EAR

(Use Annex if necessary for additional components/content)

**SECTION 6 – CLASSIFICATION CHANGES** (State whether the item/commodity and/or the components/content were impacted by classification changes in the past. Give the classification numbers prior to such changes.)

Were the item/commodity and/or the components/content subject to classification changes?  
Y  N

If yes, please provide the following information for the item/commodity and/or component/content:

Item/commodity or component/content (Type/Part #)	Prior classification list number and name of classification list	Date of change of classification

(Use Annex if necessary for additional information)

**SECTION 7 – THIRD COUNTRY REQUIREMENTS** (Indicate whether the re-export/re-transfer of the item/commodity, of embedded components/content or of corresponding services by Jena-Optronik GmbH is subject to limitations imposed by the country from which the item/commodity, the components/content - including hardware, software or technology - or corresponding services , was/were provided to you.)

Is the re-export or re-transfer of the item/commodity, of components/content or of the services subject to applicable foreign trade or export control laws and regulations of a third country (= other than supplier's country or the U.S.)?  
 Y  N

If yes, specify the following:

Item/commodity, component/content or service (Type/Part #)	Quantity	Imposed restriction/legal basis

(Use Annex if necessary for additional information)

**I hereby certify that the information provided herein is true, complete, and accurate.**

Where the export, re-export, transfer or re-transfer of the items/commodities or services, by Jena-Optronik GmbH or any of its customers, is subject to an export license, the issuance of such license shall be a condition precedent to this purchase order coming into force. I shall provide Jena-Optronik GmbH with a copy of any such license upon receipt. In the event that such license would be revoked, not renewed, invalidated, or otherwise not be effective for any reason, Jena-Optronik GmbH shall be advised immediately.

I shall inform Jena-Optronik GmbH, in writing, as soon as I will become aware of any change that may affect export control classification of the item/commodity described hereinbefore.

I am aware that prior to a purchase order coming into force, this "Export Control Classification Declaration" is to be filled out and returned to Jena-Optronik GmbH.

                                                                 \_\_\_\_\_  
 Date                              Location                              Name and Title (supplier)                              Signature & Seal (if available)  
 (DD/MM/YY)    of empowered Official

## GUIDANCE FOR COMPLETION OF THE EXPORT CONTROL CLASSIFICATION DECLARATION

### GENERAL REMARKS

The Form-1 is part of the Purchase Agreement between suppliers and Jena-Optronik GmbH, its Divisions, Business Units/Lines and Subsidiaries (hereinafter referred to as "Jena-Optronik GmbH"). It is binding upon the suppliers.

Suppliers must submit paper and/or electronic copies of the documents to Jena-Optronik GmbH. Improperly filled documents will be returned for modification/completion. The document must be duly signed and stamped by the suppliers.

### SECTION 1

Ensure that the supplier's legal name and address details are provided. If your company uses an abbreviated form (e.g. ABC Ltd.), enter the full name.

Include the name and email address of the individual responsible for the completion and the forwarding of the Declaration in case clarification of any details given is required.

### SECTION 2

A) Name the item/commodity or service you intend to provide.

Describe the service and indicate any relevance to export control matters (i.e.: access of service provider on classified data).

The term "item/commodity" covers hardware, software and technology (i.e.: entire products, specially designed parts or components). It includes "Defence Articles" pursuant to International Traffic and Arms Regulations 120.6, "commodities" pursuant to Export Administration Regulations 772.1, and "items" pursuant to the EC Regulation 428/2009 (Dual-use Regulation).

"Service" means intangible products such as training, technical support or provision of expertise. The term "service" comprises, but is not limited to, any services pursuant to ITAR 120.9 and "technology" as defined by EAR 772.1.

Include (if available) the Jena-Optronik GmbH and/or the supplier part number.

If different from the supplier, provide the legal name and address details of the manufacturer of the item/commodity.

Describe the intended allocation (if available) of the item/commodity or service (i.e.: to be used in Platform xy).

B) Indicate whether the delivery of the item/commodity or the provision of the service to Jena-Optronik GmbH and the possible re-export or re-transfer is subject to any export control or foreign trade related legal restrictions? If 'yes', further information must be given. If 'no', the document must be signed and submitted back to Jena-Optronik GmbH. It is not required to fill out the other Sections of this document.

C) Give the Jena-Optronik GmbH specification number (if applicable), if you deliver an item/commodity that is specially designed, developed or modified for Jena-Optronik GmbH.

### SECTION 3

Enter whether the item/commodity or service you intend to provide is subject to export control or foreign trade related requirements in the country from which you intend to export/transfer.

Specify whether the item/commodity was originally developed/ designed for a military application. Note that items/commodities subject to export control or foreign trade related requirements can generally be considered as defence/military or dual use.

Items/commodities may be included in export control lists (so called classification lists) of the country from which the supply shall be undertaken. Enter the relevant classification list number.

### SECTION 4

Indicate whether you intend to carry out an export/transfer that is subject to U.S. export control laws and regulations (International Traffic in Arms Regulations, "ITAR" or Export Administration Regulations, "EAR").

A) Enter whether the ITAR applies to the export/transfer, and if so, give the model or the National Stock Number (NSN) of the item/commodity (if available), and indicate whether it was developed/ designed for a military application. Enter the correct U.S. Munitions List (USML) Category (including sub paragraphs) and specify if the item/commodity is determined as Significant Military Equipment (SME) pursuant to ITAR 120.7, as Major Defense Equipment (MDE) pursuant to ITAR 120.8 or as Classified Technical Data/Defense Article (ITAR 125.3).

B) Enter whether your export/transfer is subject to the EAR. If 'yes', include the model or NSN (if available), and the Export Control Classification Number (ECCN) of the Commerce Control List (CCL) (including all sub paragraphs) (Supplement No. 1 to EAR 774). Also indicate (if applicable) the Commodity Jurisdiction (CJ) Determination and/or (if applicable) the number of the Commodity Classification Automated Tracking System (CCATS). Advise whether the item/commodity was self-classified.

## GUIDANCE FOR COMPLETION OF THE EXPORT CONTROL CLASSIFICATION DECLARATION

### SECTION 5

Indicate whether your item/commodity incorporates components/content that are/is subject to the U.S. export control laws and regulations, even if it falls under the de minimis level of EAR

734.4. Identify U.S. components/content which are/is classified under ECCN 500/600 series.

Give the legal name and address details of the manufacturer as well as the manufacturing country of the components/content and the quantity embedded in the item/commodity.

Enter the U.S. Munitions List (USML) Category (including sub paragraphs) or the ECCN under which the ITAR or EAR components/content are/is classified.

If the components/content are/is subject to EAR, provide the percentage share of the value of the components/content in relation to the value of the item/commodity.

### SECTION 6

Indicate whether the items/commodities and/or components/ content were subject to classification changes. Give the valid and former classification number.

Be aware that there can be different classification numbers for the hardware, the software and the technology of the same product.

If you are unsure whether your item/commodity is defence/military or dual-use, please contact your national export control authority for advice!

### SECTION 7

Specify whether the re-export/re-transfer of the item/commodity, of the components/content or of the service falls under foreign trade or export control restrictions of a third country.

“Third country” means neither the country from which the item/commodity, components/content or service was provided to Jena-Optronik GmbH nor the U.S.

If the restrictions relates to components/content indicate the quantity embedded in the item/commodity.

Describe the imposed restriction and give the legal/regulatory basis.