

Export Control Provisions

of MTU Aero Engines AG, MTU Maintenance Hannover GmbH, MTU Maintenance Berlin-Brandenburg GmbH,
MTU Aero Engines Polska Sp. z o.o., MTU Maintenance Serbia d.o.o.
(hereinafter each individually referred to as „MTU“)

to be acknowledged and observed by all Suppliers of MTU in connection with all Supply Contracts issued by the MTU.

1. The deliverables or part of them may be subject to export control laws and regulations (hereafter referred to as "Export Regulations") of particular countries (e. g. Poland, Germany, United States of America), and the Parties acknowledge that compliance with such Export Regulations is mandatory. MTU will provide Supplier with all information necessary to facilitate compliance.
2. Supplier shall identify any part of the deliverables that is subject to Export Regulations (e. g. US Export Administration Regulations (EAR) or US International Traffic in Arms Regulations (ITAR)) at the time of signature of a Long-Term Contract or the receipt of a Supply Contract. Until the date of actual delivery, any amendments to such information shall be provided by Supplier in the event of a change in Export Regulations or an envisaged change of the classification by a government, and Supplier shall provide MTU with all information concerning such applicable Export Regulations. The form "Supplier Export Control Declaration" provided by MTU to the Supplier has to be completed and executed by the Supplier and returned to MTU. It forms part of the Supply Contract.
<https://www.mtu-portal.com/wps/sp/downloadch01>
3. Whenever all or part of the deliverables are subject to Export Regulations, and without prejudice to its obligations under this provision, Supplier shall:
 - 3.1 be responsible for obtaining in time, at no cost to MTU, unless otherwise specifically agreed, all relevant official approvals, licenses and authorizations required for the export of its deliverables to, delivery of them to, and use of them by MTU and MTU's customer or End-user in accordance with the Long-Term Contract or the Supply Contract or as provided by MTU' End-Use Statement; and
 - 3.2 where all or part of a deliverable is subject to export licensing procedures, Supplier shall ensure that an export license or similar documentation is issued by the relevant authorities in time to allow delivery and operation of the deliverables by MTU and customer or End-user in accordance with the Long-Term Contract or the Supply Contract and the provided End-Use Statement; and
 - 3.3 immediately inform MTU in writing of any changes (including but not limited to name, address, legal form) of Supplier; and
 - 3.4 clearly indicate on all delivery notices and invoices the Export Control Classification Number (ECCN) in accordance with the US Export Administration Regulations (EAR) or the US Munitions List (USML) Number in accordance with the US International Traffic in Arms Regulations (ITAR), as applicable, – if producing origin of deliverables or part of the deliverables is stated as United States of America – and the number of the applicable export license; and
 - 3.5 mark all documentation provided in furtherance of a license with the appropriate applicable export license number and distribution restrictions; and
 - 3.6 provide MTU with a copy of the export license certificate, including a copy of all provisos that relate to the compliance obligations of MTU, including, but not limited to, any restrictions on sublicensing, any restrictions on retransfer, any requirements for non-disclosure agreements, any limitations on employees, and any other restrictions or conditions that result in authorization being more restrictive or not as broad as contemplated in the authorization or license request and/or the order documentation. Provisos that are classified or that do not relate to the compliance obligations of MTU may be blanked out from the copy supplied to MTU, if so required by the export authority.
- 3.7 In case of transfer of military MTU hardware, software or technology with a license requirement to an additional party (e.g. sub-supplier, extended workbench) the Supplier must obtain prior approval from MTU.
4. If one or more Technical Assistance Agreements ("TAAs") or Warehouse and Distribution Agreements ("WDA") are required for the fulfillment of a Long-Term Contract or an Supply Contract, the TAAs or WDAs and any amendments thereto shall be agreed with MTU before being submitted to the export authorities, and a copy of the issued authorization ("approval letter") including a copy of all provisos that relate to the compliance obligations of MTU shall be provided to MTU. Provisos that are classified may be blanked out from the copy supplied to MTU, is so required by the export authorities.
5. The Supplier takes knowledge that MTU's, its customer's or Enduser's ability to supply, use, operate and maintain the deliverables or products fitted with the deliverables of Supplier as provided by the End-Use Statement are of the essence of these Export Control Provisions.
6. In the event of Supplier's non-compliance with its obligations under these provisions to supply the deliverables compliant with Export Regulations, Supplier shall, at its own costs, and within a timeframe compatible with MTU's business needs take the appropriate actions to:
 - 6.2 obtain from the relevant administration any authorization, with respect to the deliverables, necessary for MTU to sell and support deliverables and/or the provided End-Use Statement for the relevant customer or End-user to continue using, operating and maintaining the deliverables, or
 - 6.3 replace or modify the restricted items, software or technology so that the deliverables ceases to infringe the Export Regulations, while fulfilling all requirements defined by the Long-Term Contract or the Supply Contract; without prejudice to MTU' rights to claim for compensation for all costs, damages and losses suffered as a consequence of the said breach and/or to terminate the Long Term Contract or Supply Contract for Supplier's default.
7. Notwithstanding any other provision of the Long-Term Contract or Supply Contract, Supplier shall be liable for all damages, losses and liabilities incurred by MTU as the result of Supplier's negligent non-compliance with its obligations under these Export Control Provisions.
8. Supplier declares that it is not a Sanctioned Entity pursuant to any applicable Sanctions Regulations and Lists issued by the competent authorities of the USA, the EU and their member states as well as the United Nations. The Supplier agrees to comply with the sanctions referred to above and to immediately inform MTU of any change in this regard.
9. MTU's performance and the obligation of accepting delivery's is subject to the condition, that MTU is not prevented from such obligation by any existing export control regulation, trade or financial sanction or embargo.
10. Re-export restriction to the Russian Federation and Belarus
This Article 19.6 only applies to Suppliers who do not fall under the partner countries listed in Annex VIII of the Council Regulation (EU) No 833/2014 of 31 July 2014 and Annex Vba of Council Regulation (EU) No 765/2006 of 18 May 2006.
The Supplier shall in connection with a Supply Contract, (i) comply with the requirements of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, and Council

Regulation (EU) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine in their current versions, respectively (the "Regulations") regardless of whether Supplier is within the jurisdiction of the European Union ("EU"); and (ii) not re-export goods and technology provided to Supplier by or through MTU hereunder which are subject to the Regulations ("Items"), to any natural or legal person, entity or body in the Russian Federation or Belarus or for use in the Russian Federation or Belarus.

Breach of any of these obligations under (i) and / or (ii) by Supplier shall be considered an irreparable material breach of the Supply Contract and shall (a) entitle MTU, notwithstanding any other rights or remedies it may have by contract or by law, to terminate the Supply Contract or suspend its obligations under the Supply Contract immediately without compensation or any other liability to Supplier and (b) require Supplier to mitigate associated adverse effects and damages. Where MTU becomes aware of such breach, it will report such incident to the competent authority within the EU.

The foregoing re-export restriction only applies to Items, which are subject to the Regulation.