

Export Control Purchasing Clause

PCC Airfoils, LLC – Minerva

In addition to any warranties and representations contained elsewhere herein, vendor warrants, guarantees, and represents that it will comply with all applicable trade regulations under U.S. foreign or other relevant jurisdictions. This includes but is not limited to U.S. export control laws such as the Export Administration Regulations, the International Traffic and Arms Regulations and the Bureau of Census Regulations as well as product definitions & specifications deemed Export Controlled by PCC Minerva (a.k.a. PCC Airfoils, LLC) customers. In this regard, contractor warrants, guarantees, and represents that it will comply in all respects with such international trade regulation laws and U.S. export control laws in all circumstances. These circumstances include but are not limited to sharing of software, technology, technical data and other information that may be controlled under any relevant export control law in the U.S. or elsewhere with foreign national employees, sub-contractor employees, individuals, government officials in any location and hereby indemnifies PCC Airfoils, LLC for any and all costs associated with non-compliance by vendor or PCC Airfoils, LLC caused by failure of vendor to comply with such laws.

PCC Airfoils, LLC may share such software, technology and technical data with vendor pursuant to this agreement and vendor warrants, guarantees, and represents that it will determine whether such software, technology and technical data is controlled in any way under relevant export control laws in the United States and abroad and maintains such shared information in full accordance with all relevant laws. Vendor also warrants that if services are being provided outside the U.S. or inside the U.S., vendor will notify PCC Airfoils, LLC of the end-use of such technologies and products and notify them of any license applications being filed in this regard prior to the filing, and if license applications are not filed but would otherwise be required, what legal basis exist upon which to share PCC Airfoils, LLC software, technology and technical data in compliance with U.S. export control laws.

Vendor also warrants that it has developed sufficient export control policies, procedures and training processes to ensure that it will comply and will share evidence of such, such as export control compliance manuals, and other such information upon reasonable request by PCC Airfoils, LLC.

Vendor also warrants that it will include contract language similar to this in any subcontracts or service contracts necessary to carry out its responsibilities under this contract with PCC Airfoils, LLC, and will flow down such requirements to all parties anywhere in the world working directly and indirectly in support of this agreement.

Finally, vendor agrees that it will take all steps necessary to assist PCC Airfoils, LLC to comply with relevant laws and to deal with any government inquiries, investigations, penalty actions, litigation, administrative actions, etc. arising out of questions about international trade regulation compliance including but not limited to U.S. export controls and U.S. import regulations enforced by any agencies in the U.S. and abroad and that such information will be used only for the purpose of ensuring or proving compliance with export control laws by vendor and/or PCC Airfoils, LLC, but it is clear that there will be no limitation on the extent and nature of information vendor warrants and agrees to provide.