

API East Aurora

Linear Motion. **Optimized.**

Blanket Export Control Questionnaire and End Use Statement

American Precision Industries requires you to fill out and return this export questionnaire/end use statement with your signature and date below prior to order acceptance for any military/defense/ space end use application. When a part is being exported outside of the United States, that export must comply with all U.S. Export Laws and regulations. Incomplete EUS forms will be rejected and returned, possibly delaying the quote or order.

The information below will be used to determine the proper classification of this part and if an export license is required for the sale.

| 1)Blanket EUS Date: | | | |
|--|--|-----|----|
| 2)API Internal Part # | | | |
| 3)Customer Part # | | | |
| 4) Will any of the item(s) associated with the above referenced PO be re-exported after this export sale by API? | | YES | NO |
| Please continue with providing answers to the following questions | | | |

- 5) What is the API item being exported?
- 6) **List ALL** parties to this transaction, including intermediate and end users. Include the addresses for all parties.
- 7) **Describe** the end use application of the part being purchased and the functionality of the part in the end use application. Please state the specific use of the referenced item(s), what the item(s) will be used for (functionality), and whether it will be integrated into another item. Where applicable state the name of the platform and model number of the end use.
- 8) Under CFR § 120.41 a part or software is specially designed if, (as a result of development), has properties peculiarly responsible for achieving or exceeding the controlled performance levels, characteristics, or functions described in the relevant U.S. Munitions List paragraph; or is a part (see §120.45 (d)), component (see §120.45(b)), accessory (see §120.45(c)), attachment (see §120.45(c)), or software for use in or with a defense article. **Confirm how the customization of this part helps it achieve or exceed the performance level.**
- 9) If at any time the above reference item(s) will be re-exported to a destination/end user other than that those mentioned above, you are required to provide Thomson Compliance with written notification of any re-export and provide answers to the questions above before the item(s) are re-exported. Initialize here: _____



Linear Motion. **Optimized.**10) You are required to adhere to all applicable United States laws and regulations governing the export or re-export of the item(s) listed above. Specifically, you hereby certify that the referenced item(s) will not be used or transferred:

- For any purpose associated with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, nor will the referenced item(s) be re-exported or otherwise transferred if there is a reason or suspicion that the referenced item(s) are intended or likely to be used for such purpose.
- To entities or persons debarred or otherwise sanctioned or restricted by the U.S. government as indicated on the Denied, Excluded or Debarred Parties Lists maintained by the U.S, government or entities otherwise subject to embargoes, sanctions or other restricted export programs implemented by the U.S. government. The Customer agrees to cooperate with API to ensure that the referenced item(s) are not exported to any person or entity designated on these lists or programs.
- To foreign military, police, security or intelligence agencies, or for use in space, except as specifically permitted under applicable U.S. laws and regulations regarding export or re-export of the referenced item(s).

The Buyer understands that the referenced item(s) may be subject to one or more export laws or regulations of the U.S. government, and the item(s) could fall under the jurisdiction of either the U.S. Department of State or the U.S. Department of Commerce. The Buyer further understands that it is unlawful to export, or attempt to export, or otherwise transfer, sell or divert Thomson/API manufactured item(s) or technical data to any foreign person, whether outside or inside the U.S., for which a license or other written approval of the U.S. Government is required, without first obtaining the required license or written approval from the appropriate government agency.

By signing below, I certify that, to the best of my knowledge and belief that the item described above shall solely be used for the purpose described in this End Use Statement, the information given above is accurate and complete, and that I am duly authorized to provide the certifications above and above representations on behalf of my Company.

- 11) Today's Date:
- 12) Title of Authorized Signatory:
- 13) Legal Entity Name:
- 14) Printed Name of Authorized Signatory:
- 15) Signature of Authorized Signatory:

****This EUS statement will be valid for 1 year from the Thomson Compliance approval date reflected below*****

| Thomson Compliance Reviews this End Use Statement and approves it below. | | | |
|--|---|--|--|
| Date: | | | |
| | _ | | |