

SANCTIONS AND EXPORT CONTROL CLAUSE (This clause has been added to the “GENERAL CONDITIONS OF SALE OF GOODS” Of Manuchar South Africa (Pty) Ltd with immediate effect)

- 1.1 The Buyer represents and warrants that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., or the country of origin or destination of the goods (collectively “Sanctions”). The Buyer agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.
- 1.2 Buyer agrees and undertakes that the goods will not be:
- resold to;
 - disposed of by; or
 - transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to,
- any country, person or entity, or for the purpose of any commercial activity, which would cause us or a person subject to U.S. or EU jurisdiction, our banks, insurers, agents, contractors or representatives to be in violation of applicable Sanctions and/or export or re-export controls. If required, Buyer shall provide us with appropriate documentation for the purposes of verifying the destination of the goods. We reserve the right to unilaterally terminate the contract if performance thereof would, or reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to, violate any applicable Sanctions or which would cause us or our banks, insurers, agents, contractors, or representatives or a person subject to U.S. or EU jurisdiction to be in violation of or be penalized by any applicable Sanctions.
- 1.3 Buyer further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause us or a person subject to U.S. or EU jurisdiction, our banks, insurers, agents, contractors or representatives, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, Buyer shall use its best endeavors to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever).
- 1.4 Buyer confirms to comply with all applicable export compliance laws and regulations. This includes, but is not limited to the import and export restrictions related to military and dual use products and technologies, chemical precursors (drugs and explosives), dangerous chemicals, pesticides and substances that deplete the ozone layer.
- 1.5 Buyer warrants that Supplier’s products will be purely used by their customer for civilian end-uses by civilian end-users. The products will not be used by Buyer and their customer in the design, development, manufacturing, or use in internal repression, improvised explosives devices, military applications, space launch vehicles, satellites; Buyers confirm that these obligations will be transferred to their customers and the End User.
- 1.6 The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S and the EU.
- 1.7 Without prejudice to the foregoing, the Buyer agrees to cooperate with our reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.
- 1.8 Each and every obligation, warranty and undertaking in this clause shall be deemed to be a condition of the contract.