

Customer Trade Control Clause

Customer warrants that (a) Customer and its owners as well as all parties to Customer's shipments and transactions, including their respective owners, and (b) Customer's transactions for which Kuehne + Nagel ("KN") provides the services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services.

Customer shall supply KN, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorisations or exemptions ("Customer Data") necessary for KN to provide the services in accordance with applicable laws and regulations.

Customer warrants that the Customer Data is complete and accurate. Customer shall immediately advise KN of any errors, discrepancies, incorrect statements or omissions in Customer Data filed by KN on Customer's behalf with Customs and other authorities or third parties.

Customer acknowledges that KN is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that KN is unable to sign government forms on behalf of such parties.

Customer shall indemnify and hold harmless KN and all KN affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Customer's failure to comply with obligations in this clause.