

## GLOBAL TRADE REQUIREMENTS FOR COUNTERPARTIES

### Definitions

<b>PWP</b>	means RTX Corporation Companies located in Poland: Pratt & Whitney Rzeszów S.A. (PWR), Pratt & Whitney Kalisz Sp. z o.o. (PWK) Pratt & Whitney Tubes Sp. z o.o. (PWT), Hamilton Sundstrand Poland Sp. z o.o. (HSP).
<b>Global Trade (GT)</b>	means an area of operations intended to provide conformity with regulations on international trade. It is a security policy component. Global Trade regulations include the regulations established by the EU, Poland, and the USA. Entities which conduct operations subject to mandatory control are liable for compliance with applicable regulations, and any breach constitutes a risk of administration of financial penalties and criminal sanctions.
<b>Agreement</b>	means all legally permissible, consistent declarations of two or more parties, where one of the parties is PWP, including in particular: new contracts agreements, annexes to the previously concluded agreement, orders deviating from the terms and conditions of purchase, orders containing terms and conditions deviating from the previously accepted conditions.
<b>Economic sanctions</b>	means legal and political measures used by a state, group of states or international organization against another state, organization or individual in order to exert pressure or impose punishment for actions that violate the principles and norms of international law, including international human rights regulations and pose a threat to global or regional peace and security.
<b>Concession</b>	means administrative act issued by a concession issuing body on business entity's request. As construed under the Act of June 13, 2019, on the Conduct of Business Activities in the Field of Manufacturing and Trading in Explosives Weapons, Ammunition, and Products and Technology for Military or Police Use (Journal of Laws of 2023, item 1743), a Concession granted by the Ministry of the Interior and Administration authorizes the receiving business entity to perform commercial operations involving the manufacture of and trading in explosive materials, weapons, munitions, and products and technologies for military or police use if the business entity has conformed to the requirements specified in the above-mentioned Act.
<b>Counterparty</b>	means natural person, legal person, a party to the Agreement concluded with PWP.
<b>ITAR (International Traffic In Arms Regulations)</b>	means Regulations of the United States Government, administered by the Directorate of Defense Trade Controls (DDTC) governing the manufacture export, and temporary import of defense articles, the provision of defense services, and brokerage activities for items designated in the United States List of Armaments (USML).

<b>EAR (Export Administration Regulation)</b>	means Regulations of the United States Government, administered by the Bureau of Industry and Security (BIS) of the U.S. Department of Commerce that govern the export and re-export of certain military goods, commercial goods that have both commercial and military or proliferation uses, and goods with no obvious military use.
<b>Export authorization</b>	means a permit or consent issued by a competent state authority, authorizing to conduct lawful proper trade in Goods, m.in. Polish permit, US license license exception, MLA (Manufacturing License Agreement) or TAA (Technical Assistance Agreement).
<b>NDA (Non-Disclosure Agreement)</b>	means an agreement on protection of confidentiality which is required for every contractor as part of regular cooperation and, in the case of ITAR a separate NDA is prepared as an annex to the MLA (Manufacturing License Agreement).
<b>US ITAR</b>	means a classification attribute of technical data and material classification. It is regulated by the USML (ITAR) on the territory of the USA only (replacing the P-USML attribute).
<b>US EAR</b>	means a classification attribute of technical data and material classification. It is regulated by the CCL (EAR) on the territory of the USA only (replacing the P-ECCN attribute).
<b>OUS (Outside U.S.) ITAR</b>	means a classification attribute of technical data and material classification. It is regulated by the USML (ITAR) on and outside the territory of the USA (replacing the USML attribute).
<b>OUS (Outside U.S.) EAR</b>	means a classification attribute of technical data and material classification. It is regulated by the CCL (EAR) on and outside of the territory of the USA (replacing the ECCN attribute).
<b>Technical data</b>	means information provided in any form (electronic, paper, orally transmitted) necessary to design, develop, manufacture, operate, modify or operate equipment, materials, software or processes related to these necessary activities (technology, drawing, sketch, specification, software). This information comes in the form of technical data or technical aids. Technical data does not include financial, management and specific publicly available data.
<b>DTK</b>	means controlled technical data, both intangible (e.g. a technology stored in and retrieved from computer systems) and tangible (e.g. a technology featured on hard copies), is the technical data which meets the requirements of specified classification items listed in one or more of the following: <ul style="list-style-type: none"> <li>a) USML – ITAR;</li> <li>b) Dual-Use Articles List - EAR, subject to classification different than 9E991 or EAR99;</li> <li>c) EU Dual-Use Articles List;</li> <li>d) Polish Munitions List (LU).</li> </ul>
<b>MFT</b>	means a data encryption system that enables PWP employees and Counterparties to transfer DTK.

<b>Strategic Articles</b>	means pursuant to Act of 29 November 2000 on Foreign Trade in Goods Technologies and Services of Strategic Significance for State Security and for Maintaining International Peace and Security, these shall be construed as munitions (armament) and dual-use products.
<b>Goods subject to export controls (Goods)</b>	means goods, software, services, technology, technical data, the trade of which is subject to restrictions or requires obtaining a permit, license, concession or consent of relevant authorities, based on national and international regulations.
<b>Dual-use product</b>	means articles, technologies, and software which are specified in detail in Annex 1 to the currently applicable Council Regulation on setting up a community regime for control of export, transfer, agency and transit of dual-use products.
<b>Defence or law enforcement use product</b>	means any product specified in the Polish Regulation of the Council of Ministers concerning types of weapons and ammunition for military and law enforcement use, the manufacturing of and trading in which requires a Concession.
<b>Form 11015</b>	means document required to be submitted by a Counterparty in case full export control classification is unavailable.

<b>Regulatory compliance</b>	<p>In connection with the performance of the Agreement, the Counterparty agrees to comply with all applicable laws and regulations governing the export, import re-export, transfer, disclosure, brokering or other transactions involving goods software, services, technology or technical data, customs regulations and sanctions ("Global Trade"), including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Act of 29 November 2000 on Foreign Trade in Goods, Technologies and Services of Strategic Significance for State Security and for Maintaining International Peace and Security (Journal of Laws of 2023, item 1582, as amended);</li> <li>b) executive regulations to the Act referred to in point a) above, i.a. the Regulation of the Minister of Economic Development and Technology of 29 May 2025 on the Munition List requiring a license for trade (Journal of Laws 2025, item 736, as amended);</li> <li>c) Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast);</li> <li>d) International Traffic in Arms Regulations (ITAR) (22CFR §§120 and the following.);</li> <li>e) Export Administration Regulation (EAR) (15CFR §§ 730- 774);</li> <li>f) U.S. Department of the Treasury OFAC Regulation (31CFR Parts 500-599);</li> <li>g) Administration by the U.S. Department of Justice, Bureau of Alcohol Tobacco, Firearms, and Explosives (AFT), (CFR 27).</li> </ul>
------------------------------	--

**Classification  
authorizations  
and access  
of authorized persons**

In connection with the performance of the Agreement, the Counterparty undertakes to act appropriately and in a timely manner:

- a) to classify the Goods with the Polish Munitions List ("LU"), the European classification ("Dual-Use") and the U.S. classification ("ECCN") in accordance with the provisions referred to above;
- b) determine the appropriate type of export authorization required for the type of trade;
- c) ensure that only persons who meet all the requirements of the Global Trade regulations indicated above are allowed to performance the Agreement;
- d) apply, obtain and maintain in force before trading at the expense and risk of the Counterparty the export authorizations required by the regulations;
- e) manage the export authorization and inform PWP immediately of all restrictions contained therein (including, m.in particular, any restrictions on sublicensing, restrictions on re-transfer, confidentiality requirements of contracts, restrictions imposed on employees, and any other restrictions or additional conditions related to the export authorization);
- f) determination and indication of the appropriate customs tariff to the PWP;
- g) pay the required customs duties, tariffs, taxes and other fees related to customs procedures and Global Trade regulations and inform about changes in this respect;
- h) make timely report to PWP of any payment or offer or agreement to make a payment that is reportable under ITAR Part 130 which are required to support PWP's reporting requirements;
- i) maintain DDTC registration when required by Part 122 or 129 of the International Traffic in Arms Regulations;
- j) return or destroy Goods as instructed by PWP; provide documentation demonstrating these actions to PWP on request.

**The Counterparty's  
additional obligations**

In connection with the performance of the Agreement, the Counterparty additionally undertakes to:

- a) adopt and/or follow with a Technology Control Plan (if applicable)
- b) sign and abide by a NDA;
- c) promptly notify PWP of any request and/or inquiry from government agencies (U.S. and non-U.S. countries) for documentation or information related to any PWP transaction;
- d) Immediately report to PWP any requests and/or inquiries from any U.S. or Non-U.S. government agency for documentation or information related to any PWP transaction;
- e) Immediately report to PWP any violations of applicable export-control and economic sanctions laws or regulations related to work with or on behalf of PWP;
- f) Require all subcontractors working on behalf of the third party in relation to PWP business to comply with PWP's GT requirements and applicable GT and economic sanctions laws and regulations.

**Cooperation in the area  
of export authorization**

At the request of PWP, the Counterparty shall provide copies of the export authorization and copies of documents necessary for PWP to obtain further authorizations or documents required for reporting and audit purposes.

**Changes in the  
Counterparty's  
structures**

1. The Counterparty shall be obliged to inform the PWP in writing of any change related to the activity conducted by the Counterparty having or may be related to Global Trade, in particular in connection with the data entered in the DDTC register kept by the Directorate for Defence Trade Control, and in particular about:

- a) change of name (company);
- b) change of the registered office address or location used when applying for an export authorization;
- c) change of the registered office address or location used when applying for an export authorization; including in particular changes in majority shareholding, acquisitions, mergers or acquisitions by a foreign entity.

2. The Counterparty is obliged to inform PWP in writing about the changes referred to in paragraph 1 above immediately, but not later than within 10 days from the date of such a change. In addition, the Counterparty will take all necessary steps to comply with applicable Global Trade laws and agree to update or obtain new export authorizations as necessary.

3. The obligation to obtain new export licenses may also apply to PWP, therefore the Counterparty acknowledges and accepts the fact that delays resulting from the performance of the Agreement by PWP as a result of the need to apply for a new export license will not constitute grounds for imposing a contractual penalty on PWP or terminating the Agreement by the Counterparty on this account.

**Economic sanctions**

1. The Counterparty declares that it is aware of the applicable provisions of national and international law in the field of economic sanctions, trade embargoes and other restrictive measures imposed or enforced by:

- I. United Nations (UN);
- II. European Union (EU);
- III. United States of America (USA), including, but not limited to, the Office of Foreign Assets Control (OFAC), the Bureau of Industry and Security of the U.S. Department of Commerce (BIS);
- IV. and other competent national or international authorities with jurisdiction to apply sanctions.

2. In particular, the Counterparty declares that it is aware of and accepts that:

- a) may not sell, export or re-export, directly or indirectly, to the Russian Federation and/or the Republic of Belarus or for use in the Russian Federation and/or the Republic of Belarus, any Goods delivered under or in connection with this Agreement that fall within the scope of:

- i. Article 12g 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;
- ii. and/or Article 8g of Council Regulation (EU) No 765/2006 of 18 May 2006 concerning restrictive measures against Belarus.
- b) To the best of its knowledge, Counterparty it nor any of its subsidiaries, affiliates or affiliates, nor any of its directors, directors employees, subcontractors or entities acting on its behalf, shall be subject to sanctions imposed by the competent authorities, including in particular:
  - i. European Union sanctions, including those included in the EU Consolidated Sanctions List,
  - ii. sanctions under U.S. regulations (including the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), the U.S. Bureau of Industry and Security (BIS),
  - iii. Inclusion on the Consolidated Screening List (CSL)
  - iv. or is not included in the national list of persons and entities against whom restrictive measures are applied, published in Poland by the minister competent for internal affairs pursuant to Article 3(1) of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (Journal of Laws of 2022, item 835, as amended);
- c) is not owned, possessed or effectively owned or controlled by an entity included in any sanctions list referred to in point b);
- d) is not involved in any administrative, criminal or civil proceedings or investigations conducted against him or her for suspected violations of applicable laws on sanctions, embargoes or other restrictive measures;
- e) will not transfer, sell, export, or make available in any form the goods technology, or service covered by this Agreement to any sanctioned party or entity whose government is subject to sanctions without first obtaining all legally required authorizations.
- f) none of the entities subject to sanctions referred to in point b) is the beneficial owner of the Counterparty within the meaning of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC.

3. The Counterparty undertakes to immediately inform in writing the PWP if:

- i. the Counterparty itself,
- ii. any of its subsidiaries or affiliates, or any of its subcontractors,
- iii. or representatives or persons acting on its behalf

is subject to any sanctions, placed on a sanctions list (in particular lists published by the UN, EU, U.S. – including OFAC, or other competent authorities), or violates applicable laws regarding sanctions, trade embargoes or other restrictive measures.

In addition, the Counterparty undertakes to:

- a) provide PWP with all relevant and necessary information in connection with such an event;
- b) to cooperate fully and closely with PWP in any internal or external investigation, audit or investigation of a potential or actual breach of sanctions provisions.

### **Rules applicable on the premises of PWP**

1. If the performance of the Agreement entails the need for the Counterparty of activities on the premises of PWP, the Counterparty is obliged to provide PWP with the information necessary to register the stay of these persons no later than 3 working days before the planned entry into the PWP.

2. PWP reserves the right to refuse admission to the Counterparty to the perform activities on the premises of PWP i.a. due to the need to comply with the applicable regulations of Global Trade. Refusal shall not constitute grounds for imposing a contractual penalty on PWP or terminating the contract by the Counterparty for this reason.

3. By entering the PWP premises, the Counterparty is obliged to comply with all applicable laws, internal regulations and rules applicable in PWP.

4. In the case of receipt from the PWP, for the purpose of implementation by the Counterparty of the Agreement, identifier(s) authorizing to enter the PWP premises, the Counterparty is obliged in the following situations:

- a) termination of cooperation with PWP, or receive a request from the PWP employee indicated in the application for residence, to immediately return such identifier(s) to PWP, but not later than within 14 calendar days from the date of occurrence of the circumstances referred to in points a) - b), and if such return is not possible, to inform PWP of this fact within the deadlines specified herein in order to deactivate the identifier(s) by PWP in the system;
- b) termination of employment relationship with its employee or termination of cooperation with another entity(s) with which the Counterparty cooperated in order to perform the Agreement on the premises of PWP to inform PWP on the first day of such a fact in order for PWP to deactivate the identifier(s) held by this entity(s) in the PWP system, and then to return it within 14 calendar days from the date of providing such information to PWP. If it is not possible to return the identifier(s) within the period referred to in the preceding sentence, the Counterparty is obliged to inform PWP about it also within this period.

5. In the event of the Counterparty's failure to comply with any of the obligations referred to in paragraph 4 above, the Counterparty shall pay the PWP each time a contractual penalty in the amount of PLN 1000.00 (in words: one thousand zlotys 00/100). PWP reserves the right to seek damages in excess of the agreed contractual penalty under the general principles of the Civil Code.

### **Details and implementation**

Based on the regulations referred to above, this section outlines the rules and internal procedures applicable at PWP.

### **Classification**

Each page of the document prepared by the Counterparty in connection with the performance of the Agreement (in the footer) should be provided with information relating to the export classification. The Counterparty is obliged to

apply the classification to all required documents containing or not containing technical data and quality records, which are provided to the PWP, e.g. Certificate of Compliance (CofC), First Article Inspection Report (FAIR), Notification of Non-compliance (ZN), etc.

Required classification designation template to be placed on documents:

 Klasyfikacja eksportu: [ ] Nie zawiera danych technicznych lub  
 US [ITAR/EAR]: ....., Outside US [ITAR/EAR]: ....., PL/UE: .....  
 Data oznaczenia: .....

or

 Export Classification: [ ] No technical data or  
 US [ITAR/EAR]: ....., Outside US [ITAR/EAR]: ....., PL/UE: .....  
 Date of marking: .....

### Photos classification

Photos created in connection with the performance of the Agreement should also be marked with export classification. The export rating should be placed inside the file in the lower right corner of the image. If it is not technically possible to edit and mark the photo inside, other acceptable methods should be used:

1. i.a. MS Office programs – e.g. by pasting a photo into a Word file or PowerPoint presentation, adding a classification designation and saving the file in a non-editable form in PDF format.
2. Include the classification code in the name of the photo file.

#### Note:

1. *The Counterparty shall specify the classification marking on each page of the delivered document which contains technical data, e.g. CofC, FAIR, ZN, etc. Documentation, supplied in paper or electronic form, that does not contain classification information, shall not be accepted by PWP.*
2. *The requirement for classification of documents containing technical data applies to both the documentation of commercial and strategic significance.*

### Classification of Goods and Technical Data

Examples of classification codes:

NSR - not subject to GT regulations;  
 9E991 - technology considered controlled under EAR regulations for transfers to countries subject to appropriate export restrictions;  
 9A991.c - A product considered to be controlled under the EAR regulations for transfers to countries subject to applicable export restrictions;  
 LU10.a - military manned "aircraft" and "lighter-than-air aircraft" and specially designed components according to the Polish Munition List;  
 LU10.d - propulsion engines for military aircraft and specially designed components according to the Polish Munition List;  
 LU16 - semi-finished product for the production of military parts according to the Polish Munition List;  
 LU22.a - military technology according to the Polish Munition List;



9E003 - Controlled technology according to the EU Dual-Use List;  
9A619.a - military aviation part according to EAR regulations;  
9E619.a - military technology for the aviation part according to EAR regulations;  
XIX(g) – military technology according to ITAR regulations;  
XIX(f)(1) – military detail according to ITAR regulations.

Note:

*The "NSR" (not subject to export control regulations) code shall be used for classification of articles/technologies/software not featured in the PL/EU control lists. It is also used in the concessional classification to determine articles which are not subject to concessions.*

## **Form 11015**

The U.S. export law has an extraterritorial nature, which means that it can be applied outside the United States and in relation to goods not manufactured in the United States. To ensure compliance with the above requirements, the Counterparty is required to fill in the classification form (Form 11015) within 10 working days, stating necessary information on the classification and the US Content for the materials currently shipped to PWP.

## **Required Concession of the Counterparty**

If the Counterparty based in Poland is contracted for production of defence or law enforcement use articles, they shall hold a valid concession whose scope conforms to the product ordered, pursuant to the Polish Act on commercial operations in production of and trading in explosives, armaments, munitions, and defence or law enforcement use articles and technologies.

Note:

*A copy of the concession must be attached to each bid submitted.*

## **Export permits**

As per applicable Polish regulations, the trade in munitions and dual-use products can be performed only with a valid official permit for export or intra-Community transfer, for agency services, and technical assistance services, and for the extent specified in the permit. The Counterparty shall submit documents required to be granted an export permit.

## **Questionnaire**

Before commencing contracted cooperation related to U.S. defence or dual-use programmes, the Counterparty shall fill in and sign the questionnaire provided by PWP representatives. If the Counterparty cooperates with other companies and, during such cooperation, technical data/products related to defence or dual-use programmes are to be exchanged/made available, the Counterparty must include such information in the questionnaire. Counterparty /Sub-suppliers are also responsible for verifying the place of birth and citizenship of the personnel who will have access to technical data/products. The Counterparty is responsible for submitting questionnaires filled in by their Sub-suppliers listed in the Counterparty's questionnaire, within a deadline specified by PWP.

Note:

1. *Signing the questionnaire does not entitle the Counterparty to start cooperating with PWP.*
2. *If the questionnaire mentions a person with a citizenship different than the state of the company's registered office, such a person might have to sign an individual NDA provided by PWP.*

**NDA for MLA (ITAR)**

The Counterparty will receive the NDA form from PWP and shall:

- a) have it filled in and signed by the Counterparty's authorised representative;
- b) deliver NDAs completed by their Sub-suppliers;
- c) sign individual NDAs with employees mentioned above;
- d) submit their own and Sub-suppliers' NDAs to PWP within a deadline specified by PWP;

Note:

1. *If the Counterparty does not sign an NDA, they shall be disqualified from cooperation on the defence programme in question.*
2. *Signing an NDA does not authorise the Counterparty to access any technical data of any defence programme.*
3. *Prior to commencing cooperation with a Sub-supplier, the Counterparty shall notify PWP of this fact. The Counterparty is obliged to transfer all these requirements onto their Sub-suppliers.*

**Additional Requirements  
as per U.S. Authorizations  
(Itar/Ear)**

If PWP transfers the Goods to the Counterparty for the purpose of performance of the Agreement on the premises belonging to the Counterparty, the Counterparty shall be obliged to properly secure the area in accordance with the requirements of ITAR and EAR.

**Archiving documents**

Documents containing technical data subject to Global Trade shall be kept in secure locations. The documents shall be archived for 5 years from the expiry of the U.S. Authorization applicable to them.

**Manufacturing Process  
and Outbound Shipment  
Supervision**

1. The shipment packaging shall be labelled with an applicable classification code as per regulations in force in a given country and ITAR/EAR regulations.
2. Semi-finished products, ready-made products and finished parts for defence production controlled by the U.S. Government export regulations shall be identified, traced, secured and labelled at every stage of the manufacturing process.
3. The photographs of parts are subject to control as per applicable U.S. Government export regulations. Releasing or transferring photographs of EAR products shall be controlled and recorded as the transfer of technical data. The photographs shall be stored in the same way as the technologies and technical data for EAR products, i.e. on dedicated electronic data storage media and in network locations that can only be accessed by authorised personnel.
4. On PWP's request, the Counterparty shall return or destroy products of strategic significance

**Transfer/Receipt  
of Technical Data**

During each transfer of technical data, it must be noted that any transfer of export-controlled technical data by email is strictly forbidden. DTK must be transferred and received using, e.g. the MFT system. MFT is one of the group-approved systems for DTK transfer and it facilitates DTK exchange (transfer and acceptance). All transferred data must be classified as required; it must be ensured that all required export permits/authorizations for DTK transfer have been obtained. Due to data protection and security considerations, transferred data is purged from a folder after 30 days. Access to MFT is granted when an accessing PWP employee creates a folder in which the DTK recipient's email address is specified. A DTK sender/recipient shall receive an email notification containing a user name and activation link. The process of MFT access account creation and the method of using MFT functionalities are described in the "MFT Third-Party User's Guide". If logging into MFT is not possible, a PWP Purchasing employee must be informed of this fact to issue the required help-desk ticket.

**Audit**

PWP reserves the right to audit the above-mentioned Counterparty. The audit date will be agreed individually with the Counterparty. The decision on conducting an unplanned audit of the Counterparty is made by the PWP Purchasing Department in the following cases:

- negligence in implementing corrective actions;
- a high violation KPI and/or recurring violations;
- organizational changes at the Counterparty (e.g. production relocation);
- for each new Counterparty. The scope of the audit includes the requirements provided in this Instruction. In case the Counterparty uses Sub-suppliers to perform operations referred to in this Instruction, the Sub-suppliers shall be bound by the same requirements as the Counterparty. Sub-suppliers can also be audited. The Counterparty shall notify their Sub-supplier(-s) about the date and scope of the audit. The Counterparty must disclose the scope of the audit to their Sub-supplier(-s). Documents presented during the audit must be submitted to auditors within 7 days from the audit completion date (on Auditor's request).

**Obligations related  
to reporting potential  
violations of Global  
Trade regulations**

The Counterparty shall immediately report the following to PWP:

- a) the Counterparty or any of their Sub-suppliers learns that they have violated any applicable provisions or regulations concerning Global Trade in relation to their cooperation with PWP or that they have been subjected to sanctions that might exert impact on their cooperation with PWP;
- b) the Counterparty learns about any activities conducted by Global Trade entities of any given government aimed at refusing to issue or cancelling an export licence required for the Counterparty to fulfil their obligations stipulated in a contract and about making all reasonable effort to mitigate impact exerted by such an incident;
- c) the following has changed: Counterparty's or their Sub-supplier's business name, Directorate of Defence Trade Controls (DDTC) registration status, address, ownership or control over the Counterparty.

**Release from liability**

In the event of a breach of the principles set out in this document "Global Trade Requirements for Counterparties", the Counterparty undertakes to indemnify PWP from any claims, penalties, fines, costs of proceedings and to cover any damages and costs incurred by PWP as a result of such breach.

**Customs obligations**

The Counterparty shall provide complete, accurate and timely information required to support customs compliance activities, including, where appropriate, the country of origin, indication of customs value, supply chain security programmes, preferential treatment and customs duty reduction programmes, antidumping and countervailing programmes, and notify PWP of any changes in such information. In case PWP is not an Importer of a product or does not hold a licence, the Counterparty shall act as the Importer of the product, which also applies to cases in which domestic contracts are performed in cooperation with international suppliers.

**Related Documents**

- a) Act of 29 November 2000 on Foreign Trade in Goods, Technologies and Services of Strategic Significance for State Security and for Maintaining International Peace and Security (Journal of Laws of 2023, item 1582, as amended);
- b) executive regulations to the Act referred to in point a) above, i.a. Regulation of the Minister of Economic Development and Technology of 29 May 2025 on the Munition List requiring a license for trade (Journal of Laws 2025, item 736, as amended);
- c) Act of June 13, 2019, on the Conduct of Business Activities in the Field of Man-ufacturing and Trading in Explosives, Weapons, Ammunition, and Products and Technology for Military or Police Use (Journal of Laws of 2023, item 1743)
- d) Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast);
- e) International Traffic in Arms Regulations (ITAR) (22CFR §§120 and the following.);
- f) Export Administration Regulation (EAR) (15CFR §§ 730- 774);
- g) U.S. Department of the Treasury OFAC Regulation (31CFR Parts 500-599);
- h) Administration by the U.S. Department of Justice, Bureau of Alcohol Tobacco, Firearms, and Explosives (AFT), (CFR 27);
- i) Sanctions regulations imposed by: United Nations (UN); European Union (EU); United States of America (USA), including, but not limited to, the Office of Foreign Assets Control (OFAC), the Bureau of Industry and Security of the U.S. Department of Commerce (BIS) as detailed above.