

## Sanctions Warranty and Indemnity Letter

**To: DHL EXPRESS**

**Shipment Details/Air Waybill Number:**

1. \_\_\_\_\_ (“Shipper”) hereby represents and warrants to DHL that:

(a). The Shipper is not included on any list of restricted entities, persons or organisations published by any member state of the European Union, the United States of America government, the United Nations or other applicable national governments (collectively, the "**Sanctions Lists**") and neither is it owned or controlled by a person or entity which is included on such Sanctions Lists.

(b). The receipt and/or the transportation and/or the delivery of the shipment to its intended destination and/or end users will not constitute a breach or violation by the Shipper or DHL of any applicable laws and regulations including sanction/embargo/export control laws (including those of the European Union, the United States of America and the United Nations, where applicable) and will also not expose DHL to any sanction or penalty imposed by any state, country, international governmental organization or other competent authority (collectively "Sanctions").

(c). The shipment does not contain any items which are included on any list of goods the import or export of which is prohibited by applicable sanctions, dual use controls or arms controls, and if it does, all licenses, approvals and permits whatsoever required under applicable laws and regulations have been obtained from the proper authorities and a copy of each are provided to DHL prior to shipment.

(d). The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach by the Shipper (including its employees, servants, agents, subcontractors and representatives) of any of the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment by the Shipper or from any other cause in connection with the shipment, or the exercise by DHL of any and all of its rights as set out in Section 1(e) below.

(e). The Shipper shall comply with any and all special handling procedures that DHL may require for the shipment and hereby grants DHL the right (but not the obligation) at its absolute discretion to conduct any or all of the following:

- (i) inspect and/ or screen the shipment;
- (ii) return the shipment;

- (iii) abandon the shipment without any further liability to the Shipper;
- (iv) disclose information related to the shipment to a government authority;
- (v) release the shipment to a government authority; and
- (vi) store the shipment for 28 days and then dispose of or destroy the shipment (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

2. DHL accepts the shipment in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract.

Signed by: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_