

## **Sanctions Warranty and Indemnity Letter**

Waybill Number.....Shipment Date:.....

Shipper/Customer Name.....

Hereby confirms:

1. Shipper/Customer warrants that neither the transportation nor the delivery of this Shipment will expose DHL Express or their employees, servants, agents, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organization or other relevant authority (collectively "Sanctions") by reason of the content of the Shipment, any insurance of the Shipment taken out by the Shipper/Customer or any other person with an interest in the Shipment, the destination of the Shipment, the intended consignee of the Shipment or the purchaser or end user of the content of the Shipment.
2. Shipper/Customer warrants in particular, that:
  - (a) Shipments shall not include any goods which appear on any applicable list of prohibited goods as shall be determined from time to time by the United States, the United Nations and the European Union; and
  - (b) delivery of this Shipment to the intended consignee will not, in and of itself, contravene any of the prohibitions set forth from time to time by the United States, the United Nations and the European Union; and
  - (c) delivery of this Shipment to the intended consignee will not, in and of itself, result in any funds or economic resources being made available directly or indirectly to or for the benefit of any person entity or body which is listed or designated in any Sanctions or legislation covering Denied Parties as set forth from time to time by the United States, the United Nations or the European Union;
3. Shipper/Customer agrees to provide DHL Express immediately on request with full information about the nature of the Shipment and its intended use, as well as the identities of all parties of which Shipper/Customer is aware and/or which the Shipper/Customer can obtain from its direct counterparty which have any legal, financial or commercial interest in the Shipment.
4. DHL Express is entitled to inspect the Shipment and, in particular, is entitled to access any data or information contained in any electronic storage medium and DHL Express shall not be responsible for any delay or damage caused as a result of that inspection provided that DHL Express shall take reasonable care in inspecting the Shipment. Where data or information is protected by a password, details of that password shall be provided to DHL Express by Shipper/Customer on request.
5. Shipper/Customer shall indemnify DHL Express against all loss, damage, fines and expenses whatsoever, including but not limited to exposure of DHL Express, its employees, servants, agents, insurers or re-insurers to any Sanctions arising or resulting from any non-declaration or illegal, inaccurate and/or inadequate declaration in respect

of the Shipment by the Shipper or from any other cause in connection with the Shipment for which the Shipper/Customer is responsible.

6. If it appears, in the reasonable judgment of DHL Express that the Shipment (or any activities required in respect of the Shipment by DHL Express or any other person) may expose DHL Express or their employees, servants, agents, insurers or reinsurers to any breach of Sanctions or risk of breach of Sanctions, then:
  - (a) DHL Express may refuse to carry the Shipment or alternatively DHL Express may without notice to Shipper (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue the Shipment thereof, and/or abandon the Shipment and/or store the Shipment ashore or afloat, under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due performance by DHL Express of all of its obligations in respect of that Shipment;
  - (b) Shipper/Customer shall indemnify DHL Express against any additional expense so incurred;
  - (c) Shipper/Customer shall indemnify DHL Express against any and all claims whatsoever brought by any third party in respect of the Shipment;
  - (d) DHL Express may, without notice to Shipper/Customer, provide any state, country, international governmental organization or other relevant authority with full information about the Shipment, including the identities of all parties which have any legal, financial or commercial interest in the Shipment;

provided that paragraphs (b) and (c) shall not apply in the case of any issues of non-compliance which result from any act, decision or omission by DHL Express (or its sub-contractors or any company engaged by DHL Express to transport the Shipment), other than where following the Shipper's/Customer's instructions.

Signed: [company signatory]

Name:

Title:

Date: