

DECLARATION OF REGULATORY EXPORT COMPLIANCE

Dear customer,

It is the policy of Septentrio to ensure compliance with all applicable export control and sanctions laws and regulations. As such we ask you that a duly authorized officer of your company completes this export compliance certificate.

The undersigned, understands that the products, software and/or technology ("Items") obtained from Septentrio need to comply with any applicable transfer, export, re-export or other restrictions:

1. We understand that it is our obligation to comply with all EU export and re-export controls that apply to any item purchased from Septentrio or its affiliates including the EU restrictive measures on dual use Items set forth in Regulation (EC) 821/2021 as amended and to restrictive measures imposed on items in the Military List of the EU as laid down in the national law of the EU Member State involved.
2. The United States government strictly regulates all exports from the US of US-origin products, technology, and software as well as the movements of US-origin commodities between non-US countries. We understand that it is our obligation to comply with all United States export and re-export controls that apply to any item purchased from Septentrio or its affiliates including the EAR (Export Administration Regulations), ITAR (International Traffic in Arms Regulations), and US economic and trade sanctions or embargoes promulgated by OFAC (Office of Foreign Assets Control) and contained in Executive Order 31 CFR chapter V.
3. We will not sell, transfer, export, re-export directly or indirectly any Septentrio Items, nor Septentrio Items that are incorporated, bundled or commingled with other products, to any country subject to an arms embargo imposed by the EU, unless otherwise authorized by Septentrio and the Department of Foreign Affairs Strategic Goods Control Unit of the Flemish government.
4. We will not sell, transfer, export, re-export directly or indirectly any Septentrio Items, nor Septentrio Items that are incorporated, bundled or commingled with other products, to the following countries which are under comprehensive sanctions or embargo by the United States government (OFAC or BIS). These countries are: Belarus, Cuba, Crimea/Luhansk/Donetsk (Regions of Ukraine), Iran, North Korea, Russia, Sudan and Syria.
5. Pursuant to EU sanctions Regulation 2022/328 any direct or indirect sales, export or re-export of Septentrio products, or products to Russia is prohibited, including individuals or entities controlled or managed by Russian or other nationals that are on the EU lists of sanctions against Russia.
6. We will not use, nor sell, export, re-export the Septentrio Items for use directly or indirectly for the design, development, fabrication or use of nuclear, chemical or biological weapons, missiles or UAVs capable of delivering such weapons, nor the proliferation of weapons of mass destruction, nor use Septentrio products in any facilities which are engaged in activities relating to such weapons or applications.
7. We will not sell, transfer, export or re-export directly or indirectly the Septentrio Items to military end-users or for known military end uses without informing Septentrio and without the required government authorization(s). Following a recommendation from the Department of Foreign Affairs Strategic Goods Control Unit of the Flemish government, we will never sell, transfer, export, re-export directly or indirectly any Septentrio Items for a military end-use in Turkey or China.
8. Considering the dual use nature of Septentrio products, and the increased risk of diversion in these countries, any direct or indirect sales, export, or re-export of Septentrio products, or products sold by Septentrio, to the following countries is prohibited except if specifically approved by Septentrio: Afghanistan, Armenia, Azerbaijan, Bosnia & Herzegovina, Burundi, Central African Republic, China, Congo, Cyprus, Eritrea, Georgia, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iraq, Israel, Kazakhstan, Kyrgyzstan, Lebanon, Libya, Malaysia, Mali, Malta, Moldavia, Myanmar(Burma), Nicaragua, Pakistan, Saudi Arabia, Somalia, Taiwan, Tajikistan, Tunisia, Turkey, Turkmenistan, Ukraine, United Arab Emirates, Uzbekistan, Venezuela, Yemen, Zimbabwe.

EMEA (HQ)

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Asia-Pacific

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Yokohama, Japan
Seoul, Korea



9. Pursuant to US sanctions regulations we will not sell, transfer, export or re-export Septentrio Items to individuals or companies on the US Commerce Department’s Denied Persons list, Entity List, or Unverified List, or the US Treasury Department’s list of Specially Designated Nationals and Blocked Persons Lists, or the US department of State’s list of individuals debarred from receiving Munitions List Items.
10. Therefore we are aware that the Items purchased from Septentrio or its affiliates may require a US and/or an EU export license and we will take the necessary steps to comply with any requirement stated in such export license.

The undersigned agrees that this declaration and the assurances shall survive termination of any purchase order, agreement or contract.

The undersigned understands that in case of breach by him or any of his representatives (such as directors, officers, employees, agents, independent contractors) of any of the obligations under this DREC, he shall be liable for, indemnify and hold Septentrio harmless against any and all direct or indirect damages, costs, liabilities, losses, and/or other expenses (including legal fees) suffered by Septentrio as a consequence of or in relation to such breach. This DREC shall be governed by and construed in accordance with Belgian law, excluding its conflict of law principles and excluding the United Nations Convention on Contracts for the International Sales of Goods of 11 April 1980. Any disputes arising out or in connection with this DREC that cannot be settled in mutual agreement, shall be exclusively and finally settled by the competent courts of Antwerp, division Antwerp, Belgium

Company Name	
Company Address	
Name (authorized to sign)	
Job Title	
Effective Date & Signature	