



## END-USE AND END-USER STATEMENT

For purposes of this End-Use and End-User Statement, the term "Agreement" shall mean any agreement arising as a result of Buyer's submission of a Purchase Order for Seller's (AmSafe Inc.) products and Seller's acceptance of said order. Any such Agreement or Purchase Order shall be deemed to be incorporated herein and governed by this End-Use and End-User Statement. Buyer's failure to object to any provision contained in any communication from Seller shall not be construed as a waiver or modification of this End-Use and End-User Statement or as an acceptance of any such provision. Acceptance by Buyer of this Sales Order is expressly conditioned on Buyer's assent to the End-Use and End-User Statement contained herein. Retention by Buyer of any Products delivered by Seller, or payment by Buyer of any invoice rendered hereunder shall be conclusively deemed acceptance of this End-Use and End-User Statement.

The Buyer certifies for the Product specified in the Agreement, that we:

- will not use the items for any other end use or end user prohibited by the United States;
- will not transship, divert, re-export, or otherwise transfer the items for any purpose prohibited by the United States, or to any party other than the declared end-user on the Purchase Order or to any end-user prohibited by the United States. Any additional parties to this transaction must be identified to the Seller by the Buyer.
- will not use the item(s) or permit them to be used for any purpose connected with chemical, biological, or nuclear weapons, or for missiles or unmanned air vehicles capable of delivery such weapons;
- will not use, sell, or transfer the items, directly or indirectly, to a Military End User or for a Military End Use in China, Russia, or Venezuela;
  - Military End Use includes use by the national armed services (army, navy, marine, air force, or coast guard), national guard, national police, or government intelligence or reconnaissance organizations or use by any person or entity whose actions or functions are intended to support military end uses described above;
  - Military End User includes any use that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, development or production of military items described on the U.S. Munitions List (22 CFR. § 126.1), or items listed on the U.S. Commerce Control List (Supplement No. 1 to 15 CFR 774) under ECCNs ending in '0A18' or under '600 series' ECCNs;
- will not violate the sanctions or embargoes of the United Nations or the United States;
- will ensure that neither we nor any of the parties identified to the Seller, nor any party to whom we may sell, re-export or transfer the above items are listed on the U.S. Department of the Treasury, Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List, Sectoral Sanctions Identifications List, Palestinian Legislative Council List, List of Foreign Financial Institutions Subject to Part 561 or the Non-SDN Iranian Sanctions Act List (the "Sanctioned Parties Lists"); and
- confirm that no persons or entities on the Sanctioned Parties Lists, either individually or in the aggregate, own 50 percent or more of the ownership interest in our company or in any of the parties to whom we may sell, re-export or transfer the above items.
- will not use, sell, or transfer airbag inflators directly or indirectly to be used in exploration for, or production of, oil or gas in Russian deepwater (greater than 500 feet) or Arctic offshore locations or shale formations in Russia, or if unable to determine whether the item will be used in such projects.