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2012 International End User Form (Form A)

INSTRUCTIONS:

If end user and end destination are known, complete Sections 1, 3, and 4. If end user and end destination are not known, complete Sections 2, 3, 4 (this option is not available to resellers). When multiple end users are required on a single purchase order, each end user address is to be accompanied by a unique International End User Form (Form A). Return completed form to your Clark-Reliance Sales contact.

On behalf of _____ (“CUSTOMER”), I hereby certify the ultimate end user, end destination, and end use for the Clark-Reliance product(s) in the following Purchase Order _____:
(Number)

SECTION 1

NAME OF END USER/OWNER OF EQUIPMENT (official company name, no plant or project name, no abbreviations):

PROJECT NAME (if available): _____

END DESTINATION/LOCATION WHERE EQUIPMENT WILL BE INSTALLED (choose from a,b, or c below):

a. PLANT NAME, COMPLETE ADDRESS (NO P.O.BOX OR BOX POSTALE), AND COUNTRY: _____

b. OFFSHORE PLATFORM NAME, FIELD NAME, EXACT LOCATION, AND COUNTRY:

c. SHIP NAME OR HULL NUMBER: _____

SECTION 2- (Not to be completed by Resellers)

WE DO NOT KNOW THE ULTIMATE END USER OF THIS PRODUCT AT THIS TIME.
INDICATE REASON BELOW:

- We are purchasing this/these product(s) to integrate it/them into the following product(s) we manufacture: _____

- We are purchasing this /these product(s) to put into stock for the following reason(s):



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SECTION 3–

END USE:

- Will the product(s) be used in any activity associated with the use, storage or production of nuclear, atomic, or radioactive materials? **Yes/No (Please circle one)**
- Will the product(s) be used in the design, development, production, stockpiling, or use of chemical or biological weapons? **Yes/No (Please circle one)**
- Will the product(s) be used in the design, development, production, or use of any rocket, missile, unmanned air vehicles, space, or any military applications? **Yes/ No (Please circle one)**

SECTION 4-

I certify that: (a) I am authorized to bind the Customer specified above, (b) that the information provided above is correct, and (c) that the customer agrees to the Export Control Terms and Conditions set forth on Page (3).

Customer Signature:

Signature: _____
Name: _____
Title/Job Function: _____
Date: _____
Telephone: _____
Email: _____

Company Name & Address:

Fax: _____
Website: _____

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Export Control Terms and Conditions

Customer agrees and expressly certifies that:

1. Customer, or its agents, representatives, or employees, will not cause or facilitate the export or re-export directly or indirectly through a third party, of the Clark-Reliance Corporation product(s) to:
 - a. Cuba, Iran, North Korea, Sudan, or Syria, or any other country for which the United States maintains an export embargo or other economic sanctions;
 - b. Burma/Myanmar, without prior approval from Clark-Reliance Corporation;
 - c. Iraq, Libya, or other previously or currently embargoed country for the purpose of servicing, in whole or in part, any item subject to U.S. export controls that was exported or re-exported to such country in violation of such controls;
 - d. Any individual or entity listed on the U.S. lists available at :
<http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm>;
 - e. Any of the following end uses, including the development thereof: (I) nuclear facilities not licensed by the U.S. Government; (II) chemical, biological, or nuclear weapons; (III) rocket, missile or unmanned aircraft systems; (IV) or terrorist activities.
2. All other applicable U.S. Department of Commerce and other U.S. Government export licensing requirements have been or will be met prior to export or re-export of the Clark-Reliance product(s) and, if requested by Clark-Reliance will provide Clark-Reliance with a copy of all necessary U.S. export licenses prior to exporting or re-exporting Clark-Reliance product(s).
3. Customer has appropriate policies and procedures in place to ensure compliance with the foregoing.
4. Any material omissions, misrepresentations, or misstatements by customer in connection with the above certifications are grounds for further action by Clark-Reliance including but not limited to, cancellation of orders, denial of future business, and appropriate legal action.
5. Clark-Reliance may be required by applicable laws, or requested by appropriate law enforcement authorities, to report information related to, or assist in the investigation of, possible violations of U.S. export control laws.