



## API DELEVAN ANNUAL EXPORT CONTROL END USE STATEMENT

FOR CUSTOM PARTS BEING SOLD WITH DEFENSE, MILITARY OR SPATE END USE APPLICATIONS ONLY

**\*\*\*ALL EUS FORMS MUST HAVE A COMPLIANCE APPROVAL SIGNATURE PRIOR TO QUOTING OR ORDER ENTRY\*\*\***

Thomson Linear LLC and its subsidiaries require you to fill out and return this export questionnaire/end use statement with your signature and date for any space, military, or defense end use application. When Thomson receives an export PO, the item(s) belonging to the stated PO must be classified properly and vetted for an export license to comply with U.S. Export Laws and Regulations. Incomplete EUS forms will be rejected and returned, delaying the quote or order. This form is required for every PO.

**The information below will be used to determine the proper classification of this part and if an export license is required, or if an export exemption can be used for the sale.**

1) Legal Entity Name of Buyer:		
2) Thomson SO Number:		
3) Buyer PO #:		
4) Will any of the item(s) associated with the above referenced PO be re-exported after this export sale with Thomson? If yes, please include a full parties list to capture all parties involved in this transaction.	YES	NO

- 5) What is the Thomson part# and description being exported?
- 6) **List** all countries involved in this transaction, including intermediate and ultimate destination countries.
- 7) **List ALL** parties (intermediate and end users) to this transaction, including all legal entity names and addresses. Per #4 a full parties list is needed.
- 8) **Describe** the end use application of the part being purchased and the functionality of the part in the end use application. Please state the specific use of the referenced item(s), what the item(s) will be used for (functionality), and whether it will be integrated into another item. Where applicable state the name of the platform and model number of the end use. **(This section cannot be left blank)**
- 9) Under CFR § 120.41 a part or software is specially designed if, (as a result of development), has properties peculiarly responsible for achieving or exceeding the controlled performance levels, characteristics, or functions described in the relevant U.S. Munitions List paragraph; or is a part (see §120.45 (d)), component (see §120.45(b)), accessory (see §120.45(c)), attachment (see §120.45(c)), or software for use in or with a defense article. **Confirm how the customization of this part helps it achieve or exceed the performance level. (How is customization needed to improve the performance)**



Linear Motion, Optimized.

10) If at any time the above reference item(s) will be re-exported to a destination/end user other than that mentioned above, you are required to provide Thomson Compliance with written notification of any re-export and provide answers to the questions above before the item(s) are re-exported.

You are required to adhere to all applicable United States laws and regulations governing the export or re-export of the item(s) listed above. Specifically, you hereby certify that the referenced item(s) will not be used or transferred:

- For any purpose associated with chemical, biological, or nuclear weapons or missiles capable of delivering such weapons, nor will the referenced item(s) be re-exported or otherwise transferred if there is a reason or suspicion that the referenced item(s) are intended or likely to be used for such purpose.
- To entities or persons debarred or otherwise sanctioned or restricted by the U.S. government as indicated on the Denied, Excluded or Debarred Parties Lists maintained by the U.S. government, or entities otherwise subject to embargoes, sanctions or other restricted export programs implemented by the U.S. government. The Customer agrees to cooperate with Thomson/API/BSA to ensure that the referenced item(s) are not exported to any person or entity designated on these lists or programs.
- To foreign military, police, security, or intelligence agencies, or for use in space, except as specifically permitted under applicable U.S. laws and regulations regarding export or re-export of the referenced item(s).

The Buyer understands that the referenced item(s) may be subject to one or more export laws or regulations of the U.S. government, and the item(s) could fall under the jurisdiction of either the U.S. Department of State or the U.S. Department of Commerce. The Buyer further understands that it is unlawful to export, or attempt to export, or otherwise transfer, sell, or divert Thomson/API manufactured item(s) or technical data to any foreign person, whether outside or inside the U.S., for which a license or other written approval of the U.S. Government is required, without first obtaining the required license or written approval from the appropriate government agency.

By signing below, I certify that, to the best of my knowledge and belief that the item described above shall solely be used for the purpose described in this End Use Statement, the information given above is accurate and complete, and that I am duly authorized to provide the certifications above and above representations on behalf of my Company.

11) Printed Name: \_\_\_\_\_

12) Printed Title: \_\_\_\_\_

13) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Thomson Compliance will review this End Use Statement. The EUS is not approved without a compliance signature below.**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**\*\*\*\*This Annual Blanket End Use Statement is valid for 1 year from the Compliance date of approval\*\*\*\***