



## END USER & DESTINATION DECLARATION

Aelium Solutions LLC [SELLER] requires that the following information be disclosed by the End User(s)/ Customer(s) [PURCHASER] prior to shipment of any equipment, components, spare parts, and services [GOODS] outside of Canada and the United States. For the purposes of compliance with Canadian and U.S. laws and regulations, SELLER is required to obtain certain information regarding the export and the intended end-use. If the information is not furnished, SELLER may not be able to process the order.

Country of Final Destination:	
PURCHASER Name:	
PURCHASER Address:	

RFQ Reference or PO No.:

Will the GOODS be used for any of the following: Nuclear, military, missiles, weapons (chemical or biological) or aircraft?  YES  NO

If you answered yes, please explain:

Are these GOODS being ordered specifically or predominantly for sale or supply to, use in or the manufacture of GOODS intended for any sanctioned country(s) under U.S. and Canadian law (such as Cuba, Iran, North Korea, Sudan or Syria)?  YES  NO

If you answered yes, please explain:

If the GOODS are ordered for use as "general inventory", "stock", or "rental tool", have you confirmed that the GOODS will come to rest in the initial destination country(s) for an indefinite period and are not intended to fill an existing order or earmarked for a particular job?  YES  NO

If you answered yes, please explain:

Will the GOODS be used in any location, or by any known user, other than end destination or end user listed?  YES  NO

If you answered yes, please explain:

SELLER'S GOODS may be subject to the export control laws of the United States, Canada or other countries where its GOODS are sold. PURCHASER acknowledges that it will comply with all such laws and regulations, and obtain all licenses to export, re-export or import SELLER'S GOODS as may be required. PURCHASER will not, without first obtaining any necessary licenses, export or re-export any of SELLER'S GOODS: (i) for any prohibited end uses; (ii) to any prohibited destinations; or (iii) to any individuals or entities that are presently on any denied party lists. Diversion contrary to U.S. law is prohibited.

PURCHASER agrees to assist SELLER in obtaining any necessary export licenses or end-use statements for SELLER'S GOODS required for SELLER to deliver its GOODS to PURCHASER. SELLER shall not be liable to PURCHASER for any failure to provide GOODS as a result of any of the following governmental actions: (1) refusal to grant export or re-export licenses; or (2) cancellation of export or re-export licenses. SELLER reserves the right to not ship the GOODS and terminate the Agreement in its entirety, without liability to PURCHASER, if SELLER has a good faith basis for believing PURCHASER or any of its Related Parties has violated, or intends to violate, any country's export regulations. PURCHASER hereby agrees to indemnify, defend and hold harmless SELLER and its employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by PURCHASER or any of its Related Parties of this Section

PURCHASER acknowledges that it understands its obligations under, and is solely responsible for compliance with, the Trade Controls Laws, including ensuring compliance with Trade Controls Laws by its officers, directors, employees, agents, and any other party acting on PURCHASER'S behalf.

Signature:	Date:	Name:
		Position/Title:

**PLEASE PROVIDE ADDITIONAL INFORMATION BY ATTACHING ADDITIONAL SHEETS OR BY WRITING ON THE BACK OF THE FORM**