

# AIRBUS GROUP EXPORT CONTROL PROVISIONS

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## AIRBUS GROUP EXPORT CONTROL PROVISIONS

**to be acknowledged and observed by all suppliers of Airbus Group companies in connection with all orders issued under general purchasing conditions of Airbus Group companies.**

- 1 Compliance with national, foreign and international trade and export control laws and regulations. The deliverables or services or part of them may be subject to national, foreign or international trade and export control laws and regulations (hereinafter referred to as "Export Regulations").  
The Parties acknowledge that diversion contrary to such Export Regulations is prohibited.
- 2 Identification and marking obligations/responsibilities. The Supplier shall identify any part of the deliverable or service that is subject to Export Regulations at the time of signature of a Contract or the receipt of an Order. Amendments to such information shall be provided by the Supplier in the event of a change in Export Regulations or an envisaged change of the classification by Government, and the Supplier shall provide the Purchaser with all information concerning such applicable Export Regulations. The Supplier shall not be liable for such changes but should provide reasonable assistance requested by the Purchaser to comply with the applicable Export Regulations.  
The Supplier will clearly indicate on all delivery notes the classification determination and the number of the applicable export license or authority and mark all documentation provided subject to Export Regulations with the appropriate classification determination and export license number as well as the applicable license exemptions and distribution restrictions.  
The executed "Suppliers Export Control Classification Declaration" (as attached hereto) and the Purchaser's "End-use/end-user statement" (as attached hereto) are part of the Contract/Order.
- 3 Obligation to obtain licenses. Whenever all or part of the deliverable or service is subject to Export Regulations, and without prejudice to its obligations under this clause, the Supplier shall:
  - (i.) warrant that in a timely manner and at no cost to the Purchaser, unless otherwise specifically agreed, all relevant classification determinations, official approvals, licenses and authorizations required for the export of the deliverables and services to, delivery of them to, and use of them by the Purchaser and the Customer or the End User in accordance with the Contract or the Order or as provided by the Purchaser's end-use/end-user statement will be obtained; and
  - (ii.) provide the Purchaser, except when prohibited by the applicable Export Regulations, with a copy of all relevant exceptions, official approvals, licenses and authorizations and exemptions including a copy of all provisos (e.g. limitations on retransfers) that relate to the compliance obligations of the Purchaser.
- 4 Technical Assistance Agreements. If one or more Technical Assistance Agreements ("TAA") are required for the fulfillment of a Contract or an Order, the TAA(s) and any amendments thereto shall be agreed with the Purchaser before being submitted to the export authorities. A copy of the TAA signed by all parties and of the issued approval including a copy of all provisos that relate to the execution of the Contract or the compliance obligations of the Purchaser shall be provided to the Purchaser. If required, the Supplier may redact passages in the copies.
- 5 Notwithstanding anything to the contrary in this Contract, the following provisions are of essence for this Contract:
  - (i.) Purchaser's ability to deliver and support items/commodities fitted with the delivery or services that are not listed on an export control list worldwide – provided that the Purchaser follows all national/EU/U.S. catch-all restrictions for his products; or
  - (ii.) Customer's or End-user's ability to use, operate and maintain the products that are listed on an export control list as provided by the end-use/end-user statement.

In the event of Supplier's non-compliance with its obligations under these provisions to supply the deliverables or services compliant with Export Regulations, the Supplier shall, at its own costs, and within a timeframe compatible with the Purchaser's business needs take the appropriate actions to comply with, by

  - (i.) performing all necessary steps in order to obtain from the relevant administration any authorization, with respect to the deliverable and service, necessary for the Purchaser to sell and support the deliverable and service and/or the provided end-use/end-user statement for the relevant Customer or End-user to continue using, operating and maintaining the deliverable and service, and in case the Supplier fails to obtain it,
  - (ii.) replacing or modifying the restricted technology so that the deliverable and service ceases to infringe the Export Regulations, while fulfilling all requirements defined by the Contract or the Order; without prejudice to the Purchaser's rights to claim for compensation for all costs, damages and losses suffered as a consequence of the said breach and/or to terminate the Contract or Order for Supplier's default.
- 6 Liability. Notwithstanding any other provision of the Contract or the Order, the Supplier shall be liable for all damages, losses, and liabilities incurred by the Purchaser as the result of the Supplier's negligent non-compliance with its obligations under these provisions.

AIRBUS GROUP  
EXPORT CONTROL  
CLASSIFICATION DECLARATION

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**SUPPLIER LOGO/STAMP REQUIRED HERE**

RFQ/RFP/RFI or Purchase Order No. (if applicable):

**SECTION 1 – DETAILS OF THE SUPPLIER (Please complete all boxes)**

Name:   
 Address:   
 City/State:  Postal/Zip Code:  Country:   
 Name of person responsible for the completion of this Declaration:   
 Position:  Email:  Tel.:

**SECTION 2 – ITEM/COMMODITY AND SERVICE IDENTIFICATION**

**A)**

Item/commodity or service	Airbus Group Part #	Supplier Part #	Name and address of manufacturer/manufacturing country (if different from supplier)	Allocation of item/commodity or service
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(Use Annex if necessary for additional information)

**B)**

Is the delivery of the item/commodity or the provision of the service to Airbus Group and/or the possible re-export or re-transfer subject to any export control or foreign trade related legal restrictions?

Y  N

(Use Annex if necessary for additional information)

**C)**

Is the item/commodity designed, developed or modified due to Airbus Group specifications? If 'YES' please indicate the Airbus Group delivery specification number.

Y  N  Specification number:

(Use Annex if necessary for additional information)

**TO BE COMPLETED BY NON-U.S. SUPPLIERS**

**SECTION 3 – NATIONAL EXPORT CONTROL REQUIREMENTS (OTHER THAN U.S)** (Enter whether the export/transfer of the item/commodity or the provision of the service is subject to any national trade or export control requirements of the country from which you intend to export/transfer/provide.)

Do trade or export control laws and regulations apply to the export/transfer of the item/commodity or the provision of the service?

Y  N

If yes, please provide the following information for the item/commodity or service:

Initially developed/designed for a military application?	Military list classification number and classification list identification	Dual-use list classification number and classification list identification
Y <input type="checkbox"/> N <input type="checkbox"/>	<input type="text"/>	<input type="text"/>

(Use Annex if necessary for additional information)

**Initial here** \_\_\_\_\_

**TO BE COMPLETED BY ALL U.S. SUPPLIERS OR BY ALL NON-U.S. SUPPLIERS OF U.S. ORIGIN ITEMS/COMMODITIES**

**SECTION 4 – U.S. CLASSIFICATION OF ITEM/COMMODITY** (State whether the intended export/transfer is subject to the International Traffic in Arms Regulations, “ITAR” or the Export Administration Regulations, “EAR”.)

**A) Is the item/commodity positively listed on the US Munitions List (USML) of the International Traffic in Arms Regulations (ITAR)?**  
 Y  N

If yes, please provide the following information for the item/commodity:

Model or NSN (if available)	Initially developed for a military application?	USML Category and sub paragraph	SME ITAR 120.7	MDE ITAR 120.8	Classified technical data/defense articles
	Y <input type="checkbox"/> N <input type="checkbox"/>		Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>

(Use Annex if necessary for additional information)

**B) Is the items/commodity subject to the U.S. Export Administration Regulations (EAR)?**  
 Y  N

If yes, please provide the following information for the item/commodity:

Model or NSN (if available)	CCL ECCN	CJ/CCATS Number, or Self-Classified (if result of ECR please complete SECTION 6)

(Use Annex if necessary for additional information)

**TO BE COMPLETED BY NON-U.S. SUPPLIERS WHOSE ITEMS/COMMODITIES INCORPORATE U.S. COMPONENTS/CONTENT**

**SECTION 5 – U.S. COMPONENTS/CONTENT OF ITEM/COMMODITY** (List the U.S. components/content embedded in the item/commodity. In particular indicate U.S. component/content of the item/commodity which is classified under ECCN 500/600 series.)

Description of the component/content (Type/Part #)	Manufacturer of the component/content	Quantity	% value of EAR content	Classification number of component/content ITAR or EAR

(Use Annex if necessary for additional components/content)

**SECTION 6 – CLASSIFICATION CHANGES** (State whether the item/commodity and/or the components/content were impacted by classification changes in the past. Give the classification numbers prior to such changes.)

Were the item/commodity and/or the components/content subject to classification changes?  
 Y  N

If yes, please provide the following information for the item/commodity and/or component/content:

Item/commodity or component/content (Type/Part #)	Prior classification list number and name of classification list	Date of change of classification

(Use Annex if necessary for additional information)

*Initial here* \_\_\_\_\_

**SECTION 7 – THIRD COUNTRY REQUIREMENTS** (Indicate whether the re-export/re-transfer of the item/commodity, of embedded components/content or of corresponding services by Airbus Group is subject to limitations imposed by the country from which the item/commodity, the components/content - including hardware, software or technology - or corresponding services , was/were provided to you.)

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Is the re-export or re-transfer of the item/commodity, of components/content or of the services subject to applicable foreign trade or export control laws and regulations of a third country (= other than supplier's country or the U.S.)?  
 Y  N

If yes, specify the following:

Item/commodity, component/content or service (Type/Part #)	Quantity	Imposed restriction/legal basis
█	█	█

**(Use Annex if necessary for additional information)**

**I hereby certify that the information provided herein is true, complete, and accurate.**

Where the export, re-export, transfer or re-transfer of the items/commodities or services, by Airbus Group or any of its customers, is subject to an export license, the issuance of such license shall be a condition precedent to this purchase order coming into force. I shall provide Airbus Group with a copy of any such license upon receipt. In the event that such license would be revoked, not renewed, invalidated, or otherwise not be effective for any reason, Airbus Group shall be advised immediately.

I shall inform Airbus Group, in writing, as soon as I will become aware of any change that may affect export control classification of the item/commodity described hereinbefore.

I am aware that prior to a purchase order coming into force, this "Export Control Classification Declaration" is to be filled out and returned to Airbus Group.

█

Date  
(DD/MM/YY)

█

Location

█

Name and Title (supplier)

\_\_\_\_\_  
 Signature & Seal (if available)  
 of empowered Official

## GUIDANCE FOR COMPLETION OF THE EXPORT CONTROL CLASSIFICATION DECLARATION

### The guidance is available at:

<http://www.airbus-group.com/airbusgroup/int/en/our-company/Our-suppliers.html>

### GENERAL REMARKS

The Form-1 is part of the Purchase Agreement between suppliers and Airbus Group, its Divisions, Business Units/Lines and Subsidiaries (hereinafter referred to as "Airbus Group"). It is binding upon the suppliers.

Suppliers must submit paper and/or electronic copies of the documents to Airbus Group. Improperly filled documents will be returned for modification/completion. The document must be duly signed and stamped by the suppliers.

### SECTION 1

Ensure that the supplier's legal name and address details are provided. If your company uses an abbreviated form (e.g. ABC Ltd.), enter the full name.

Include the name and email address of the individual responsible for the completion and the forwarding of the Declaration in case clarification of any details given is required.

### SECTION 2

A) Name the item/commodity or service you intend to provide. Describe the service and indicate any relevance to export control matters (i.e.: access of service provider on classified data).

The term "item/commodity" covers hardware, software and technology (i.e.: entire products, specially designed parts or components). It includes "Defence Articles" pursuant to International Traffic and Arms Regulations 120.6, "commodities" pursuant to Export Administration Regulations 772.1, and "items" pursuant to the EC Regulation 428/2009 (Dual-use Regulation).

"Service" means intangible products such as training, technical support or provision of expertise. The term "service" comprises, but is not limited to, any services pursuant to ITAR 120.9 and "technology" as defined by EAR 772.1.

Include (if available) the Airbus Group and/or the supplier part number.

If different from the supplier, provide the legal name and address details of the manufacturer of the item/commodity.

Describe the intended allocation (if available) of the item/commodity or service (i.e.: to be used in Platform xy).

B) Indicate whether the delivery of the item/commodity or the provision of the service to Airbus Group and the possible re-export or re-transfer is subject to any export control or foreign trade related legal restrictions? If 'yes', further information must be given. If 'no', the document must be signed and submitted back to Airbus Group. It is not required to fill out the other Sections of this document.

C) Give the Airbus Group specification number (if applicable), if you deliver an item/commodity that is specially designed, developed or modified for Airbus Group.

### SECTION 3

Enter whether the item/commodity or service you intend to provide is subject to export control or foreign trade related requirements in the country from which you intend to export/transfer.

Specify whether the item/commodity was originally developed/ designed for a military application. Note that items/commodities subject to export control or foreign trade related requirements can generally be considered as defence/military or dual use.

Items/commodities may be included in export control lists (so called classification lists) of the country from which the supply shall be undertaken. Enter the relevant classification list number.

### SECTION 4

Indicate whether you intend to carry out an export/transfer that is subject to U.S. export control laws and regulations (International Traffic in Arms Regulations, "ITAR" or Export Administration Regulations, "EAR").

A) Enter whether the ITAR applies to the export/transfer, and if so, give the model or the National Stock Number (NSN) of the item/commodity (if available), indicate whether it was developed/ designed for a military application. Enter the correct U.S. Munitions List (USML) Category (including sub paragraphs) and specify if the item/commodity is determined as Significant Military Equipment (SME) pursuant to ITAR 120.7, as Major Defense Equipment (MDE) pursuant to ITAR 120.8 or as Classified Technical Data/Defense Article (ITAR 125.3).

B) Enter whether your export/transfer is subject to the EAR. If 'yes', include the model or NSN (if available), and the Export Control Classification Number (ECCN) of the Commerce Control List (CCL) (including all sub paragraphs) (Supplement No. 1 to EAR 774). Also indicate (if applicable) the Commodity Jurisdiction (CJ) Determination and/or (if applicable) the number of the Commodity Classification Automated Tracking System (CCATS). Advice whether the item/commodity was self-classified.

GUIDANCE FOR COMPLETION OF THE EXPORT CONTROL CLASSIFICATION DECLARATION

**SECTION 5**

Indicate whether your item/commodity incorporates components/content that are/is subject to the U.S. export control laws and regulations, even if it falls under the de minimis level of EAR 734.4. Identify U.S. components/content which are/is classified under ECCN 500/600 series.

Give the legal name and address details of the manufacturer as well as the manufacturing country of the components/content and the quantity embedded in the item/commodity.

Enter the U.S. Munitions List (USML) Category (including sub paragraphs) or the ECCN under which the ITAR or EAR components/content are/is classified.

If the components/content are/is subject to EAR, provide the percentage share of the value of the components/content in relation to the value of the item/commodity.

**SECTION 6**

Indicate whether the items/commodities and/or components/content were subject to classification changes. Give the valid and former classification number.

Be aware that there can be different classification numbers for the hardware, the software and the technology of the same product.

If you are unsure whether your item/commodity is defence/military or dual-use, please contact your national export control authority for advice!

**SECTION 7**

Specify whether the re-export/re-transfer of the item/commodity, of the components/content or of the service falls under foreign trade or export control restrictions of a third country.

“Third country” means neither the country from which the item/commodity, components/content or service was provided to Airbus Group nor the U.S.

If the restrictions relates to components/content indicate the quantity embedded in the item/commodity.

Describe the imposed restriction and give the legal/regulatory basis.

# END-USE/END-USER STATEMENT

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NOTE:

This end-use statement is applicable for U.S. Department of State or U.S. Department of Commerce controlled U.S. origin items.

Similar formats with comparable content may be executed for the need of other supplier's countries.

Ask the supplier whether the competent control authority for the export/transfer requests a particular format for end use/end user and find agreement with supplier to what extent the wording of such format is acceptable.

**END-USE/END-USER STATEMENT**

The information supplied herewith shall be exclusively used for license application purposes by the supplier:

<b>1 Purchaser (Airbus Group Company):</b> [REDACTED]	
<b>2 Address:</b> [REDACTED]	
<b>3 Purchase Order or Contract #:</b> [REDACTED]	<b>4 Purchase Order or Contract date:</b> [REDACTED]
<b>5 Copy of Purchase Order or Contract attached:</b> Y <input type="checkbox"/> N <input type="checkbox"/>	

6 U.S. Origin Item (reference):	7 Quantity	8 Value (US \$)	9 Export Classification Control Number (ECCN) or ITAR/USML Category	10 SME ITAR 120.7	11 MDE ITAR 120.8	12 Classified technical data/ defense articles
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>

(Use Annex if necessary for additional items/commodities)

**13 Supplier:** [REDACTED]  
 Name/Address: [REDACTED]

Must be completed for U.S. and non-U.S.-suppliers, such as European equipment manufacturers or non-U.S. distributors using U.S. parts. This entity must be listed as the foreign consignee on the license application if this entity is the one receiving the parts from the U.S.

**14 U.S. Manufacturer (if different than 13):** [REDACTED]  
 Name/Address: [REDACTED]

**15 End-User/Country of ultimate destination:** [REDACTED]  
 Name/Address: [REDACTED]

<b>16 Foreign consignee</b>	See Section 18 for intermediate consignees that also must be included on the license application	
	(Name)	(Address and Country)
16.1	[REDACTED]	[REDACTED]
16.2	[REDACTED]	[REDACTED]
16.3	[REDACTED]	[REDACTED]

(Use Annex if necessary for additional foreign consignees)

Purchase Order #:	█	Airbus Group Part #:	█
Client Contract #:	█	Supplier Part #:	█
Copy of Purchase Order attached: Y <input type="checkbox"/> N <input type="checkbox"/>			
Purchase Order date:		█	

<p><b>17 End-Use</b> (Provide detailed program and application description):  <b>Program (Designation of item):</b> █</p>
<p>How will this product be used in the above program? (must provide detailed information regarding the application, including a description of the countries where the product will be used).          █</p>

18	<p><b>Foreign Intermediate Consignees</b>          All intermediate consignees listed below must be included in the license application (<i>use several pages if necessary</i>).</p>	
	(Name and Address and Country)	(Role)
18.1	█	█
18.2	█	█
18.3	█	█
18.4	█	█
18.5	█	█

19 DSP 83 attached: Y <input type="checkbox"/> N <input type="checkbox"/>	20 Other Documentation : Y <input type="checkbox"/> N <input type="checkbox"/> <i>include list of documents</i>
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21.1 Signature:	Date: █
Name: █	Dep./Title: █

22.2 Signature:	Date: █
Name: █	Dep./Title: Export Compliance function

## GUIDANCE FOR COMPLETION OF THE END USE/END USER STATEMENT

### The guidance is available at:

<http://www.airbus-group.com/airbusgroup/int/en/our-company/Our-suppliers.html>

#### SECTION 1

Give the legal name of the entity of Airbus Group, its Divisions, Business Units/Lines and Subsidiaries (hereinafter referred to as "Airbus Group") that intends to source the item.

#### SECTION 2

Address must include street, city, postal code, and country. A Post Office Box is not acceptable.

#### SECTION 3

Airbus Group purchase order or contract reference is required. Give issue, rider reference, or any other information which aids in demonstrating the coherence of the end user statement and of the contractual link between the supplier and the Airbus Group sourcing entity.

#### SECTION 4

Date of purchase order or contract (format DD/MM/YYYY).

#### SECTION 5

A copy of the purchase order or contract/rider to the contract should be attached (if available).

#### SECTION 6

Reference of the U. S. hardware. This reference must be identical on the end user statement and the purchase order or contract.

If in doubt, refer to the supplier statement. Include one reference per line item.

#### SECTION 7

Quantity as it will appear on the license. Note that if for a given purchase order or contract line item, partial quantities have different end uses, several end use statements should be provided. Use an Annex if necessary.

#### SECTION 8

Value of line item in U. S. dollars (if available).

#### SECTION 9

Identification of applicable U. S. regulations is compulsory, and should result from the supplier questionnaire.

- USML: United State Military List (ITAR) the detailed classification (e.g. XV e) should be recorded
- CCL: Commerce Control List: the detailed classification (e.g. 3 a 001 b) should be recorded

#### SECTION 10

SME: Significant Military Equipment (marked with an asterisk in the USML of the ITAR).

#### SECTION 11

MDE: Major Defense Equipment (any item/commodity of "Significant military equipment" on the USML having a nonrecurring research and development cost of more than \$50,000,000 or a total production cost of more than \$200,000,000).

#### SECTION 12

Item/commodity that is Classified (ITAR 125.3).

#### SECTION 13

Name, address, and country of supplier. Must be completed for U.S. and non-U.S. suppliers, such as European equipment manufacturers or non-U.S. distributors, using U.S. parts.

#### SECTION 14

Name and address of U. S. manufacturer (if different from the supplier).

#### SECTION 15

Name, address, and country of the end user, (i.e.: entity with ownership or control, such as prime, operator, end customer, etc.)

Note on program status: If the program benefits from "Program Status" under the ITAR, the end user should be determined as the prime contractor and identified in SECTION 17 (e.g. A400M end user Airbus SAS → SECTION 17 – "for end use by the MOD's of France, Germany")

GUIDANCE FOR COMPLETION OF THE END USE / END USER STATEMENT

**SECTION 16**

Name, address, and country of the foreign consignee. The foreign consignee may be different from the purchaser.

Foreign consignees are all entities that handle U.S. origin items or technical data and that add value (such as test and integration).

**SECTION 17**

Provide program details, including details of the application of the licensed hardware within the program (e.g. "actuators of the emergency evacuation doors of the A400M, Military plane developed by Airbus Military for OCCAR (see separate end user statement)").

**SECTION 18**

Foreign intermediate consignees such as warehouses, custom brokers and freight forwarders.

U.S. consignors should be listed separately.

**SECTION 19**

DSP 83 must be provided for SME or if specifically required by the supplier or by the U.S. government.

**SECTION 20**

Such as: Program description, customer certification, letter of assurance.