

# INTERNATIONAL TERMS OF SALE

In addition to the [Terms of Sale](#), allowed international purchases are subject to the terms below. To the extent there is a conflict between these International Terms of Sale and the [Terms of Sale](#), the International Terms of Sale will prevail. Purchases made under a written, signed contract with NAR are governed by the terms of that contract (e.g., an authorized distributor's purchase is governed by the distributor agreement with NAR).

## 1.1. Buyer warrants it is not:

1.1.1. The subject of any sanctions or export restrictions;

1.1.2. 50% or more owned, directly or indirectly, individually or in the aggregate, by any person (individual or entity) that is subject to sanctions or export restrictions;

1.1.3. The subject of any end user or end use restrictions under the Export Administration Regulations (EAR), including the Military End User or Military Intelligence End User, as those terms are defined in the EAR (15 C.F.R. §§ 744.21(g), 744.22(f)(2)); and,

1.1.4. To allow any persons to access, purchase, or use Products who are subject to the restrictions in the paragraphs above absent the prior written approval of NAR as well as any required governmental approval. To ensure compliance with this provision, Buyer agrees to: screen any potential foreign buyers against the lists of persons subject to U.S. export and sanctions restrictions; to conduct due diligence regarding such parties; and to inform such parties that the Product is U.S. origin and subject to U.S. export controls and sanctions requirements.

1.2. Neither party has the power or authority to (i) direct or control the operations of the other or (ii) commit the other to any obligation.

1.3. All international shipments are Ex Works 35 Tedwall Court, Greer, SC 29650. Buyer, or its foreign buyer, shall be responsible for export clearance from the United States pursuant to the requirements of the EAR, at 15 CFR § 758.3. Accordingly, Buyer or its foreign buyer shall assign a U.S. agent to act on its behalf as the exporter of record. Additionally, Buyer expressly assumes responsibility for determining licensing requirements under U.S. export and sanctions regulations and, if required, obtaining license authority. The U.S. agent for Buyer or its foreign buyer shall also be responsible for submitting Electronic Export Information under the U.S. Foreign Trade Regulations, if required, prior to export of Products from the United States.

1.4. Buyer warrants it does and will continue to comply with the requirements of the United States Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010 (UKBA), any applicable law of the territory, including those laws specifically addressing anti-corruption, and guidelines promulgated under the Organization for Economic Cooperation and Development

Convention on Combating Bribery of Foreign Public Officials (collectively **Anti-Corruption Standards**)<sup>1</sup>.

1.4.1. Buyer shall not directly or indirectly pay, offer, promise, give, or authorize to pay, offer, or give money or anything of value to any employee or official of a government or department thereof, political party or candidate for political office, to any employees or officials of public international organizations, or to any employees of enterprises or companies owned or controlled by a government, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person, by any governmental body, or business enterprise for the purpose of obtaining, retaining or directing business to Buyer or NAR or to otherwise obtain an improper advantage for Buyer or the NAR.

1.4.2. Buyer shall not take any action in violation of any Anti-Corruption Standard, or that may cause or would cause Buyer or NAR to be in violation of any Anti-Corruption Standard.

1.4.3. No principal of Buyer is, or will become during the term (i) an official or employee of a governmental entity or political party, or (ii) a candidate for political office.

1.4.4. Buyer represents and certifies that neither it nor any officer, director, or owners have been convicted of or pleaded guilty to a criminal offense, including one involving fraud, corruption, or moral turpitude, that it is not now, to the best of its knowledge, the subject of any government investigation for such offenses, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

1.4.5. Buyer shall keep books, accounts, and records that accurately and fairly reflect in reasonable detail its transactions and disposition of funds paid in connection with carrying out the transactions or services contemplated by this agreement, defined in the broadest possible terms — including but not limited to any and all purchase orders, invoices, agreements, receipts, supporting documentation, and any other documentation concerning the purchase, sale, marketing, and promotion of the NAR's products (collectively, Books and Records). Buyer shall maintain all books and records for at least 24 months following the termination of this Agreement.

1.4.6. Upon acceptance of a quote, and when requested by the NAR from time to time, Buyer will promptly provide to NAR a certification in form and substance satisfactory to NAR signed by its legally authorized representative that Buyer is in compliance with the obligations outlined above.

1.5. Buyer will promptly inform NAR of any material change in its business. In the event the ownership, control, or management of Buyer changes, or the Buyer changes the location of its principal operation, or the Buyer adds additional locations outside the Buyer's territory, NAR reserves the right to terminate this agreement or to decline to accept the ship orders to such additional or new location.

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<sup>1</sup> FCPA 15 U.S.C. §78dd-1 et seq. ; (UKBA 2010 Chapter 23 ; Convention see, <http://www.oecd.org/daf/anti-bribery/oecdantibriberyconvention.htm> .

1.6. Buyer shall not market or distribute Products outside the approved territory/channel, if applicable. The sale or export, whether directly or indirectly, to the Russian Federation or Belarus, or for use by either, is strictly prohibited.