# To be reproduced on Customer’s corporate letterhead

**End Consignee Statement / End Use Certification**

This is to certify that **(your company’s name)** will not use, transfer, export, re-export, resell or otherwise dispose of any items or services purchased from Atlas Copco to any destination, end-user or for any end-use prohibited by the laws of the European Union, United States, UN security council sanction regimes and/or any other applicable law unless specifically authorized by a government agency with export authority over the items purchased or ordered by us from Atlas Copco. In accordance with the Atlas Copco policy the customer will not resell items purchased from Atlas Copco to Iran, North Korea, Syria, Crimea or Sevastopol. In addition, the customer confirms that the goods will not be used in the development or proliferation of chemical, biological, or nuclear weapons or their associated missiles or for nuclear enrichment or UF6 applications.

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| --- | --- | --- |
| **End Use of Product(s):**(Indicate “Yes” or “No” for each category) | Are you a Reseller / Distributor? |  Yes No |
| Will the equipment be resold to military end users?  |  Yes No |
| Will the equipment be incorporated into military items? |  Yes No |
| Will the equipment be used in the production, test or analytical equipment and components for the development, production or maintenance of military items? |  Yes No |
| **Country(s) of End Use:** (List all individual countries that the products you purchase from us will be exported, re-exported or transferred to) |  |
| I hereby confirm that no items purchased from Atlas Copco will be sold or transferred, directly or indirectly to Iran, North Korea Syria, Crimea or Sevastopol. |  Yes  |

If the customer is unable to fulfill the above certifications, or if any of the above details given shall change at any time, the customer is obligated to inform Atlas Copco of the change in writing before placing any further orders.

Notwithstanding any other provision of any existing or future contract or agreement between the customer and Atlas Copco;

1. Atlas Copco reserves the right to terminate any agreement or order, where the agreement or order would contravene, threaten to contravene or evade any sanctions, export control laws or policies or should Atlas Copco suspect that the customer has breached or intends to breach the obligations of this Statement; and
2. The customer shall upon the request by Atlas Copco, terminate, withhold or delay delivery of any orders, until Atlas Copco has received reassurance deemed satisfactory to Atlas Copco in relation to the obligations mentioned in this Statement; and
3. The customer shall indemnify and hold Atlas Copco harmless for any liability, loss, costs (including legal fees), expenses, indirect or direct damages (including resulting from third party claims) arising in consequence of any breach by the customer of this Statement.

**Signature of person authorized to sign on behalf of company**

**Signature**

**Name in block letters**

**Job Title / Function**

**Date Signed\***

 **Company Stamp**

\*Properly completed and signed document will be treated as valid for 2 years from date of signing provided none of the information supplied changes. **It is incumbent upon the signee to advise Atlas Copco if any such changes take place and to submit a revised document.**

**INSTRUCTIONS FOR COMPLETION**

As part of our Trade Compliance policy Atlas Copco has implemented several processes and procedures that protect Atlas Copco and our customers from any mishandling of our products. The End Consignee Statement is one of these processes that certifies that our customers will not transfer, export or re-export our products to any inappropriate end users and destinations or for prohibited end uses, without following the applicable European Union, United States and/or any other applicable laws and regulations.

Instructions for completing the Atlas Copco ECS form:

1. The document must be sent to us on your company’s letterhead or, if not available, authenticated with your company stamp (chop);
2. In the first line of text, you must insert your company’s name where it states “This is to certify that (your company’s name)”;
3. Check the “Yes” or “No” box as applicable under ‘Reseller/Distributor’ as well as all three military end use questions;
4. Please list all countries outside of your country that you ship to and confirm that no items purchased from Atlas Copco will be sold or transferred, directly or indirectly to Iran, North Korea, Syria, Crimea or Sevastopol;
5. Sign, print and date the form.

**This form is not valid unless all 5 steps have been completed in full.**

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