

## End-Use Statement

*Dear Customer:*

The New Eagle items that you have requested, purchased or intend to purchase are subject to U.S. export regulations and laws. These laws and regulations include, but are not limited to, the U.S. Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and the Commerce Control List (the “CCL”) therein, the International Traffic in Arms Regulations (ITAR) administered by the U.S. Department of State and the United States Munitions List (the “USML”) therein, as well as other U.S. export control regulations and laws, including the Embargo and Sanctions Regulations issued by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC).

We must obtain certain information about your company and the intended end-use / end-user of these items, in order to comply with these various U.S. regulations.

**To facilitate our proper export compliance and documentation, we require that your company provide a signed End-Use Statement** regarding the end-use and end-users of the items that we send you. Please refer to page two for this End-Use Statement. Once complete, return your completed End-Use Statement via email to [forms@neweagle.net](mailto:forms@neweagle.net). If you need assistance or have questions, please contact **Bev Weist** at [bweist@neweagle.net](mailto:bweist@neweagle.net).

**For Your Information:** *The end-user is defined as the ultimate consignee who will use or receive the item. (NOTE: This is not a distributor, freight forwarder, broker or shipping agent.) The end-use is defined as, “the final item that our products or information will be integrated into.” Some examples of end-use products can include aircraft, land vehicles, appliances, etc. We will keep this End-Use Statement on file for a period of two (2) years. If the end-user or end-use has changed, or if the two-year period has expired, you must complete and return to us a new End-Use Statement prior to the delivery of any future items or services.*

Thank you for your compliance with this request.

**New Eagle, LLC**  
**110 Parkland Plaza**  
**Ann Arbor, MI 48103**  
**734-929-4557**  
**[forms@neweagle.net](mailto:forms@neweagle.net)**

## End-Use Statement

We acknowledge that the export/re-export/re-transfer of commodities, software, and/or technical data ("Restricted Items") that we have requested, purchased or intend to purchase from New Eagle, LLC are subject to the U.S. export control laws and regulations, including, but not limited to, the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR") and the Embargo and Sanction Regulations administered by the U.S. Department of the Treasury, Office of Foreign Assets Controls ("OFAC"). We agree and undertake to comply with all applicable U.S. export control laws and regulations.

Specifically, we make the following certifications and assurances:

1. **We certify** that we will not directly or indirectly export, re-export, transmit or cause to be exported, re-exported or transmitted any Restricted Item to any country, individual, corporation, organization, or entity to which such export, re-export or transmission is restricted or prohibited.
2. **We certify that we will use the export controlled items listed below for** (\*required - check one):

### Civil End-Use

### Military End-Use

List P.O. number or item designations:

Describe the End-Use application here (\*required):

3. **We certify** that we will not use New Eagle, LLC items for any nuclear, biological or chemical weapons, or the missile systems that deliver them; for the design, development, production, testing, stockpiling or use of any weapons of mass destruction; or for any other use that the U.S. government prohibits.
4. **We certify** that we will immediately notify New Eagle, LLC if our company is, or becomes, listed in any Restricted Parties List, or if our export privileges are otherwise denied, suspended or revoked, in whole or in part, by any U.S. Government entity or agency.
5. **We acknowledge** that it is our responsibility to obtain any license for export/re-export of export controlled Items, or to transmit information regarding Restricted Items, as may be required by U.S. export regulations and laws.
6. **We acknowledge** that we will indemnify and hold New Eagle, LLC harmless for all damages, costs, fines, penalties, attorney fees, and all other expenses arising from a U.S. Government claim or demand that we failed to comply with stated statutes and regulations.

This Certification shall survive the term and termination of the relationship between New Eagle, LLC and the Ultimate Consignee.

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## STATEMENT OF ULTIMATE CONSIGNEE AND PURCHASER

**We certify by signature** that all of the facts contained in this statement are true to the best of our knowledge, and will apply to the disposition of products purchased from New Eagle, LLC. We acknowledge the making of any false statements or concealment of any material fact in connection with this statement may result in denial, in whole or in part, of participation in U.S. exports and re-exports. The undersigned certify that we are responsible officials of our organizations, and that we are authorized to sign this End-Use Statement on their behalf.

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### PURCHASER

Company Name:

Address:

\_\_\_\_\_  
*Signature of Authorized Company Representative*

Print (or type) Name:

Title:

Date:

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### ULTIMATE CONSIGNEE

Company Name:

Address:

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*Signature of Authorized Company Representative*

Print (or type) Name:

Title:

Date: