

Written Authorization to Prepare and Transmit Export Information on behalf of the FPPI for Routed Exports - Export Control Determination by USPPI | (Form WA-1)

I / We, (Foreign Principal Part in Interest (FPPI) – Name and Address):

authorize(s) PRIMO International Logistics (PRIMO) to act as the Authorized Agent for export control, U.S. Customs and Border Protection (CBP), and U.S. Census Bureau purposes and to transmit such export information electronically to the U.S. Automated Export System (AES) as may be required by U.S. export laws or regulations in connection with the exportation or transportation of any goods on behalf of said FPPI. The FPPI certifies that all necessary and proper documentation to accurately transmit the information electronically is and will be provided, prior to export, to PRIMO. The FPPI further understands that it is the responsibility of each U.S. Shipper (U.S. Principal Party in Interest – USPPI) to provide PRIMO with certain export commodity data, including but not limited to, licensing authorization, Export Control Classification Number (ECCN), and commodity classification, that may be required to accurately transmit such export information and acknowledges that no goods will be exported until such time that PRIMO obtains this information in good order from the USPPI.

In the case of a drop-shipment (a shipment that is exported from the United States to an End-User that is NOT the FPPI), the FPPI assumes the full responsibility to provide accurate information, including but not limited to, End-User and Intermediate Consignee, if not being provided by the USPPI. Further, unless expressly instructed not to do so by said FPPI, PRIMO reserves the right to fully disclose any and all information in regard to all parties related to the transaction (such as End-User, Intermediate Consignee, etc.) to the USPPI, prior to export, so that the USPPI has sufficient information to make Export Control Determinations including, but not limited to, license authorization, and perform their required due diligence functions as prescribed by law. If the FPPI has not assumed the responsibility of Export Control Determination and the End-User is NOT to be disclosed to the USPPI, PRIMO must agree to these conditions, in writing, and reserves the right to refuse the transaction.

This authorization (WA-1) does not apply to transactions where the FPPI has assumed the responsibility of Export Control Determination, such as license authority determination, ECCN determination, and commodity classification. These types of transactions would require the PRIMO form “Written Authorization to Prepare and Transmit Export Information on behalf of the FPPI for Routed Exports - Export Control Determination by FPPI | (Form WA-2)”. In such cases, please contact PRIMO International Logistics for further information.

See page 2 for Responsibilities of Parties in Routed Export Transaction as covered by this agreement. Routed Export Transaction herein is defined as per 15 CFR Part 30 (NOT EAR Part 758) as PRIMO will not be held responsible for any Export Control Determinations including, but not limited to, licensing, ECCN, and commodity classification. The FPPI herewith confirms that all information provided to the PRIMO is/will be accurate and assumes full liability under the applicable U.S. regulations for any violations thereof. This Written Authorization (WA) is to remain in full force and effect until revocation, in writing, is duly given, by the FPPI, and received by PRIMO International Logistics. This WA applies to any (and all) U.S. export transactions initiated and controlled by the above mentioned FPPI, regardless of the USPPI. Further, this WA may be applied as a blanket authorization, for said FPPI, where FPPI purchases from multiple USPPIs.

Signature: _____ Date: _____

Name: _____

Title: _____