

Sanctions Warranty and Indemnity Letter

Airbill Number..... Shipment Date.....

[Customer Name/Company Name], is hereby providing this Sanctions and Warranty Indemnity Letter pursuant to [clause/[date of agreement].

.....

1. Customer warrants that neither the receipt nor the delivery of the Shipment will expose DHL or their employees, servants, agents, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organization or other relevant authority (collectively "Sanctions") by reason of the content of the Shipment, any insurance of the Shipment taken out by the Customer or any other person with an interest in the Shipment, the destination of the Shipment, the intended consignee of the Shipment or the purchaser or end user of the content of the Shipment, provided that such warranty shall not extend to any issues of noncompliance which result from any act, decision or omission by DHL (or its sub-contractors or any company engaged by DHL to transport the Shipment), other than where following the Customer's instructions.

2. Customer warrants in particular, that:

- (a) Shipments shall not include any goods which appear on any applicable list of prohibited goods as shall be determined from time to time by the United Nations
- (b) delivery of Shipments to the intended consignee will not, in and of itself, contravene any of the prohibitions set forth from time to time by the United Nations. ;
and
- (c) delivery of Shipments to the intended consignee will not, in and of itself, result in any funds or economic resources being made available directly or indirectly to or for the benefit of any person entity or body which is listed or designated in any Sanctions as set forth from time to time by the United Nations.

, provided (in each case) that such warranty shall not extend to any issues of non-compliance which result from any act, decision or omission by DHL (or its sub-contractors or any company engaged by DHL to transport the Shipment), other than where following the Customer's instructions.

3. Customer agrees to provide DHL immediately on request with full information about the nature of the Shipment and its intended use, as well as the identities of all parties of which Customer is aware and/or which the Customer can obtain from its direct counterparty which have any legal, financial or commercial interest in the Shipment.

4. DHL is entitled to inspect the Shipment and, in particular, is entitled to access any data or information contained in any electronic storage medium and DHL shall not be responsible for any delay or damage caused as a result of that inspection provided that DHL shall take reasonable care in inspecting the Shipment. Where data or information is protected by a password, details of that password shall be provided to DHL by Customer on request.

5. Customer shall indemnify DHL against all loss, damage, fines and expenses whatsoever, including but not limited to exposure of DHL, its employees, servants, agents, insurers or reinsurers to any Sanctions arising or resulting from any non-declaration or illegal, inaccurate and/or inadequate declaration in respect of the Shipment by the Shipper or from any other cause in connection with the Shipment for which the Customer is responsible.

6. If it appears, in the reasonable judgment of DHL, that the Shipment (or any activities required in respect of the Shipment by DHL or any other person) may expose DHL or their employees, servants, agents, insurers or reinsurers to any Sanctions or risk of Sanctions, then:

(a) DHL may refuse to carry the Shipment or alternatively DHL may without notice to Shipper (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue the Shipment thereof, and/or abandon the Shipment and/or store the Shipment ashore or afloat, under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due performance by DHL of all of its obligations in respect of that Shipment;

(b) Customer shall indemnify DHL against any additional expense so incurred;

(c) Customer shall indemnify DHL against any and all claims whatsoever brought by any third party in respect of the Shipment;

(d) DHL may, without notice to Customer, provide any state, country, international governmental organization or other relevant authority with full information about the Shipment, including the identities of all parties which have any legal, financial or commercial interest in the Shipment.

* provided that paragraphs (b) and (c) shall not apply in the case of any issues of noncompliance which result from any act, decision or omission by DHL (or its sub-contractors or any company engaged by DHL to transport the Shipment), other than where following the Customer's instructions.

Signed: [company signatory]

Name:

Title:

Date

快件出运保函

快件单号..... 出运日期.....

发件人.....

1. 发件人承诺接受 DHL 或他们的雇员及相关业务单位由于此票快件被国家，政府间国际组织或其他有关部门的任何制裁和所施加的任何状态或惩罚。并且承诺与此票货物相关的收件客户或与货物感兴趣的任何其他人，目的地货物的收货人，发货人或买方或最终用户，对于这批货（快件）要不产生任何违规问题。

2. 发件人需保证：

(a) 发运的货物内不应包括任何出现在联合国任何时间决定的禁止物品的名单。

(b) 给收件人发货送货本身不抵触联合国禁令的规定。

3. 客户同意提供 DHL 及时的完整快件信息，在运输中使用这些信息给相关部门以及各种身份客户。

4. 公司有权对货物进行检查，特别是有权访问包含在任何电子存储介质的任何数据，作为一个检测或检验，DHL 对将引起的任何延误或货物损坏概不负责。

5. 发件人保证承担 DHL 由此产生的一切损失，损害，罚款和费用，包括但不限于 DHL，其雇员，代理人，雇员，保险公司等相关单位为了此票货物产生的任何制裁带来的后果。

6. 发件人接受：如果按 DHL 的判断，这批货物可能使 DHL 或其雇员，公务员，经纪人，保险公司或再保险公司存在任何制裁或处罚的风险，然后：

(a) DHL 可以拒绝运输货物或 DHL 可以不通知托运人采取任何措施，包括在任何地方放弃装运或遗弃此票快件。

(b) 应赔偿 DHL 就此发生的任何额外费用；

(c) 应保证赔偿 DHL 和相关第三方由此票货物带来的任何索赔；

(d) DHL 可以不通知客户，提供装运的货物的详细信息给任何国家或国际政府机构或其他有关机关。

7. 发件人接受由 DHL 代理人或实际快件转运代理人或发件人货物承接方给予的此票快件任何处罚。

发件公司签章：

日期：