

ANNUAL EXPORT CERTIFICATION FOR RESELLERS

Company Name ("Customer"):

Address:

Address 2:

City/Country:

Phone:

Email:

**Name of Authorized Representative
and Title:**

Signature of Authorized Representative:

Date:

'Customer' hereby acknowledges and agrees as follows:

- Customer acknowledges that all products and related product information acquired from W.W. Grainger, Inc. may be subject to U.S., EU, or other export/reexport control or trade sanctions laws and regulations (hereinafter "export laws") and agrees that it shall not export, reexport, or otherwise transfer in-country any products or related product information acquired from W.W. Grainger, Inc. to any country, end-user, or for any end-use in violation of such export laws. Customer further acknowledges that it is responsible, at its sole expense, to obtain any export licenses or permits that may be required under U.S. or EU or other applicable law or regulation for the export, reexport, or in-country transfer of products and related product information. In the event that governmental approvals are required, Grainger shall make commercially reasonable efforts to provide such assistance as may be necessary, including but not limited to, providing such technical information related to product as may be necessary for Customer or its authorized agent to determine the export classification (*e.g.*, Export Control Classification Number) of the products.
- In this regard, Customer understands that the United States maintains comprehensive embargoes or trade sanctions against certain countries, presently including Cuba, Iran, Sudan, Syria, and North Korea, in addition to restrictions on trade with other countries or persons as reflected in the Export Administration Regulations administered by the Bureau of Industry and Security in the U.S. Commerce Department, 15 C.F.R. Part 730 *et seq.* (http://www.gpo.gov/bis/ear/ear_data.html), regulations administered by the Office of Foreign Assets Control in the U.S. Treasury Department, 31 C.F.R. Parts 500-598 (<http://www.gpo.gov/fdsys/pkg/CFR-2010-title31-vol1/content-detail.html#500>), and the International Traffic in Arms Regulations administered by the Directorate of Defense Trade Controls in the U.S. State Department, 22 C.F.R. Parts 120-130 (http://www.pmdtdc.state.gov/regulations_laws/itar_official.html).
- Customer shall not, directly or indirectly, offer, pay, promise to pay or authorize the payment of, any money or thing of value to any government official or to any person while knowing, or having reason to know, that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a government official for the purpose of (i) influencing any act or decision of such government official, including a decision to fail to perform their official functions, or (ii) inducing such government official to effect or influence any act or decision of such government or instrumentality in order to assist Customer in obtaining or retaining business for, or with, or directing business to any person.
- Customer acknowledges that it is fully aware of the United States Anti-Boycott laws and regulations and other applicable export control and anti-bribery laws and regulations. Customer understands the significance of them, acknowledges that a violation of such laws or regulations constitutes a material breach of this certification, and agrees to comply with all applicable provisions of law or regulation. While Customer is solely responsible for its own compliance, doubts that arise in relation to these obligations with regard to items acquired from W.W. Grainger, Inc., Customer understands that it must seek further [information, input, etc.] from W.W. Grainger, Inc. prior to taking any actions.

CERTIFICACIÓN ANUAL DE EXPORTACIÓN PARA RE-VENDEDORES

Nombre de Compañía (cliente): _____
Representante y título: _____
Dirección: _____
País: _____
**Correo Electrónico y
número de teléfono:** _____
**Firma del representante
autorizado:** _____
Fecha: _____

Por medio de la presente el cliente reconoce y acepta lo siguiente:

- El cliente reconoce que todo producto e información relacionada con W.W. Grainger, Inc. puede ser sujeta a los controles de exportación / re-exportación de EE.UU de América, Unión Europea, u otras leyes de sanciones comerciales y regulaciones. En este aspecto, el cliente entiende que los Estados Unidos de América mantienen prohibiciones totales o sanciones comerciales contra ciertos países, los cuales actualmente incluyen a Cuba, Irán, Sudan, Siria, y Corea del Norte en adición a restricciones de comercio con otros países o personas como se refleja en el Export Administration Regulations administrado por el Bureau of Industry and Security of the U.S. Commerce Department, 15 C.F.R. Parts 730 *et seq.* (http://www.gpo.gov/bis/ear/ear_data.html), regulaciones administradas por la Office of Foreign Assets Control in the U.S. Treasury Department, 31 C.F.R. Parts 500-598 (http://www.access.gpo.gov/nara/cfr/waisidx_10/31cfrv3_10.html#500), y el International Traffic in Arms Regulations administrado por el Directorate of Defense Trade Controls in the U.S. State Department, 22 C.F.R. Parts 120-130 (http://www.pmdtc.state.gov/regulations_laws/itar_official.html).
- El cliente esta de acuerdo que no exportará, re-exportará, o transferirá de otro modo cualquier producto o información relacionada con material adquirido en W.W. Grainger, Inc. a cualquier otro país, destinatario y destino final, o uso final a menos que este específicamente autorizado por permisos o licencias gubernamentales otorgadas a EE.UU de América, Unión Europea, y otros controles de exportación / re-exportación que apliquen a estas regulaciones y sanciones comerciales.
- El cliente no debería, directa o indirectamente, ofrecer, pagar , prometer o autorizar el pago de dinero o ofrecer cualquier cosa de valor a cualquier funcionario gubernamental o a cualquier persona mientras que sepa o que tenga motivos razonables para saber que toda o una porción del dinero o de cualquier valor monetario sean ofrecidos, dados o prometidos, directa o indirectamente a un funcionario gubernamental con el propósito de (i) influir en cualquier acto o decisión de dicho funcionario de gobierno, e incluyendo la decisión de no realizar sus funciones oficiales, o (ii) inducir a dicho funcionario gubernamental para afectar o influir en cualquier acto o decisión de dicho gobierno o instrumento para asistir al cliente en obtener o retener negocios para, o con, o dirigir negocios a cualquier persona.
- El Cliente reconoce y acepta que es plenamente consciente de los Estados Unidos contra el anti boicot árabe las leyes y las leyes de control de exportación, comprende la importancia de ellos, y que la violación de ellas es una violación de este certificado, y se compromete a cumplir con todas las disposiciones de los mismos. En caso de cualquier duda o necesidad de asesoramiento, el cliente es consciente de que debe buscar consejo de W. W. Grainger, Inc. antes de llevar a cabo cualquier tipo de acciones lo que suscita dudas acerca de estas obligaciones con respecto a los artículos adquiridos por W. W. Grainger, Inc. para el cliente.