



TRADE CONTROLS AND SANCTIONS ANNEX

This Trade Control and Sanction Annex (the “**Annex**”) applies to and forms part of all agreement by Hesselink Trucks B.V. (“**Hesselink**”) for the sale of trucks (the “**Sales Agreement**”).

1. Definitions

In this Annex the following capitalized words have the following meaning:

- **Affiliates** means in relation to the Customer, any person or legal entity which directly or indirectly controls the Customer, is controlled by the Customer, or is under direct or indirect common control with the Customer. Controls in this context means that a person manages or possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise). For the avoidance of doubt, Customer’s Affiliates always includes its managers, shareholders and its ultimate beneficial owners.
- **Customer** means the buyer or lessor of trucks and/or the counter part of Hesselink.
- **Economic Sanctions** means all export controls, trade restrictions, economic sanctions and measures issued by the United Nations, the European Union, the Netherlands, or the United States of America.
- **Sanctioned Party** means any person or legal entity that is designated as such under any Economic Sanctions.
- **Trucks** means the trucks, trailers or other vehicles that are the subject of the Sales Agreement.

2. Customer’s representations and warranties

2.1 By entering into the Sales Agreement, the Customer represents and warrants to Hesselink as follows:

- i. the Customer is not a Sanctioned Party.
- ii. the Customer is not affiliated with a Sanctioned Party.
- iii. the Customer is not entering into the Sales Agreement for or on behalf of any Sanctioned Party.
- iv. no Sanctioned Party will have any interest of any nature whatsoever in the Trucks.
- v. the Customer shall not act in violation of any Economic Sanctions.
- vi. the Trucks will not be sold, transferred, transported, imported or exported (directly or indirectly):
 - to Sanctioned Party;
 - from, to or via any country or countries, that is subject to Economic Sanctions; and/or
 - in violation of any Economic Sanctions.

2.2 The Customer will inform Hesselink of any situation that causes any of the representations or warranties no longer to be true and accurate.

3. Hesselink rights

3.1 Hesselink shall not be obliged to perform any obligation under the Sales Agreement if it has good reason to believe that the performance would potentially be in violation of Economic Sanctions, or would expose Hesselink to punitive measure under, any Economic Sanctions.

3.2 Hesselink shall also not be obliged to perform any obligation under the Sales Agreement if it has reasonable ground to believe that the Customer is in breach of Customer’s representations and warranties above, or that the Customer will otherwise act in violation of Economic Sanctions.

3.3 The Customer will indemnify and hold harmless Hesselink for any claims, costs, damages caused by a breach of its representations and warranties.

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Company name

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Place

.....
Signature / Company stamp

.....
Date