

SMPT SUPPLIERS EXPORT CONTROL CLAUSE



Michelin's purchase of products or services from any supplier or service provider (herein referred to as "Supplier") shall, in addition to Michelin's prevailing conditions of purchase, be subject to the following Export Control clause.

Products and Services means any products and/or services provided by Supplier to Michelin under each relevant agreement.

1. Supplier shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Products and Services, including: economic sanctions; export controls; and, trade embargoes ("Sanctions").
2. Supplier shall not cause Michelin to, either directly or indirectly, risk any potential violation of any applicable Sanctions. Furthermore, Supplier will not supply, sell, transfer, export, re-transfer, re-export, otherwise make available or use any Products and Services in order to circumvent, evade or avoid any applicable Sanctions.
3. Supplier shall immediately notify Michelin if Supplier, or any of the Supplier's Group Companies, or any of their respective directors or officers is a Restricted Person. Furthermore, Supplier shall immediately inform Michelin if Supplier is aware or has reasonable cause to suspect that either the Supplier, or any of the Supplier's Group Companies, or any of their respective directors or officers may become a Restricted Person.
4. Supplier shall take all actions reasonably necessary to ensure that all third parties including its own suppliers and/or subcontractors: (a) Comply with any applicable Sanctions; and, (b) Do not cause Michelin to violate any applicable Sanctions.
5. Supplier shall indemnify and hold harmless Michelin from and against any losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any noncompliance with Sanctions by Supplier, and Supplier shall compensate Michelin for any losses and expenses resulting thereof. Supplier shall be responsible for any act or omission of Supplier, its officers, employees, affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.