

<b>Tredegar Corporation Policies</b> <b>Legal Policies</b>		<b>Number:</b> LGL.11.00.1501
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Applies to: Tredegar Corporation (“Tredegar” or the “Company”), which includes all legal entities for which the management of the Company has responsibility.

Abstract: The purpose of this policy is to ensure that business operation practices throughout the Company adhere to comply with the array of domestic and foreign laws and regulations applicable to international transactions.

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# Guide for International Trade Compliance

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1100 Boulders Parkway • N. Chesterfield, VA 23225



August 19, 2015

Tredegar Corporation (together with its subsidiaries, “Tredegar”) is dedicated to conducting its business in accordance with the highest legal and ethical standards. Included within that objective is full compliance with the letter and the spirit of the laws that apply to our businesses, including those that apply to the international purchase and sale of goods and services and other transactions.

This guide is intended to provide you with an understanding of how these international trade-related laws may relate to your day-to-day activities. It is also intended to provide you with the steps that you should take in the event you have compliance questions or concerns.

Violations of the law can have severe consequences for both you and Tredegar. Consequently, compliance with these laws is critical. If you have any questions concerning the propriety of any course of action, or if you suspect a violation of the law by others, you should promptly contact your manager, your Human Resources representative or the Tredegar Law Department. You may also report your questions or concerns (anonymously, if you wish) to the Tredegar IntegrityLine at (888) 475-8271.

We believe that compliance is the responsibility of every officer and employee of our organization. Failure to follow Tredegar’s policy will not be permitted and may result in disciplinary action, up to and including termination.

If you have any questions about the guidelines contained in this pamphlet, contact the Tredegar Law Department.

John D. Gottwald  
President and Chief Executive Officer

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## I. INTRODUCTION

Tredegear's policy is to comply with the array of domestic and foreign laws and regulations applicable to international transactions. Among these laws and regulations are the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") and the various U.S. export control and trade restriction regulations.

The FCPA prohibits payments to certain foreign officials in order to assist Tredegear (or any affiliate of Tredegear) in obtaining or retaining business or in directing business to any other person.

Even though our goods are aimed at the consumer market, the export of our goods and associated technology are subject to U.S. export controls and trade restrictions. These controls cover any item, technology or service in U.S. trade and U.S.-origin items, wherever located, *including items that may be sold by Tredegear's non-U.S. affiliates* (as discussed in Section II). Most of our goods generally will not require us to apply for an export license although licenses for some goods may be necessary for certain end-users and country destinations. Consequently, our policy is to screen transactions to make certain that we do not export to countries subject to U.S. embargoes, ship to persons on prohibited lists (such as terrorists or other prohibited persons) or support weapons of mass destruction programs. It is also our policy to screen all transactions for anti-boycott compliance.

The FCPA and the U.S. export control and trade restriction framework are each discussed in more detail in the following pages.

## **II. APPLICATION OF U.S. LAW TO SALES BY TREDEGAR'S FOREIGN BUSINESSES**

Local law of course applies to sales from Tredegar's foreign subsidiaries, but it is important to recognize that U.S. law can also apply to sales conducted by Tredegar's non-U.S. subsidiaries. The statutory restrictions vary depending on the prohibited destination, but generally U.S. export control laws prohibit any involvement of a U.S. person or support from the U.S. in a sale to an embargoed country. The U.S. also may impose separate technology controls on sales to embargoed countries of products that incorporate U.S.-origin goods or are developed with U.S. technology or other assistance. In some instances, such as sales to Cuba, all sales by our subsidiaries, even those that involve no U.S.-origin products and do not involve U.S. persons, may be prohibited. Please consult the Law Department for further information regarding whether U.S. jurisdiction applies to sales from non-U.S. subsidiaries.

Employees involved in the export of Tredegar products should be familiar with the trade controls programs administered by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC"), and should check all exports against the lists maintained by OFAC to ensure that Tredegar complies with any trade controls or sanctions that may apply to its activities. In addition, if Tredegar becomes aware of any possible attempts by terrorist groups to use its products for money laundering or other purposes, Tredegar must report this immediately to U.S. and other appropriate authorities. Finally, employees involved in export activities must make certain that shipments to foreign countries comply with the anti-boycott laws because U.S. anti-boycott laws generally apply to sales from Tredegar's non-U.S. subsidiaries. Any questions relating to compliance with trade controls or sanctions or the anti-boycott laws should be directed to the Law Department.

Similar to the export control and trade restriction regulations, the FCPA can also apply to improper payments made by foreign subsidiaries of U.S. companies. For this reason, all employees of Tredegar's non-U.S. businesses must comply with the provisions of the FCPA.

### III. FOREIGN CORRUPT PRACTICES ACT

The FCPA is a U.S. federal criminal statute that prohibits U.S. companies, as well as their shareholders, directors, agents, officers, and employees, from “corruptly” using interstate commerce, either directly or through another party, in order to make any payment, offer or promise to pay, or to authorize the payment of any money, or to give or authorize the giving of anything of value, to a foreign official for the purpose of:

- (i) influencing any act or decision of such foreign official in his official capacity; inducing such foreign official to act contrary to his lawful duty; or securing any improper advantage, or
- (ii) inducing such foreign official to use his influence with a foreign government,

in order to assist in obtaining business for or directing business to any person.

A “foreign official” in this context includes any officer or employee of a foreign government, agency, department or instrumentality, or of a public international organization. Foreign political parties or officials thereof, as well as candidates for foreign political office, are substantively treated in the same way as “foreign officials” under the FCPA.

The FCPA does not prohibit certain payments made to foreign officials for the purpose of facilitating “routine governmental actions.” However, it is often difficult to determine what kinds of payments are permissible in this context. Even when payments are sanctioned by local authorities and are consistent with local custom, they may not be considered to be made to facilitate “routine governmental actions” within the meaning of the FCPA.

**EXAMPLE:** What if a Tredegar company (U.S. or foreign) has a contract with a company in a foreign country, and needs to obtain a permit from an agency of that government in order to ship goods to the company? There can be long delays in the processing of applications for such permits. There is also usually a fee for obtaining the permit, which is due with the application. What happens under FCPA if the Tredegar company learns that local companies seeking permits typically add a considerable sum to the application fee which, although not officially authorized by the foreign authorities, is accepted by the foreign agency officials and results in the timely issuance of the requested permits?

If a Tredegar employee were to make such an additional payment to the foreign official, the payment might violate the FCPA despite the fact that it would be to facilitate a “routine governmental action.” The existence of a violation would depend on the amount of the payment and the extent to which the foreign official was in a position to influence government decisions that might affect Tredegar’s business in the country. Therefore, every effort should be made to avoid even payments to facilitate “routine governmental actions.”

The use of agents also raises significant liability risks under the FCPA.

**EXAMPLE:** If a U.S. or foreign Tredegar company was bidding for a contract with a foreign government agency and learned that a particular individual had very close ties with officials of that government, Tredegar might wish to hire the individual as an agent to arrange meetings with the government officials or perform other functions that might help establish a good introduction to the relevant government agency. It would be permissible for the agent to arrange meetings, and even to host a lunch at an expensive restaurant. However, it would *not* be permissible for the agent (or Tredegar) to offer to send the foreign officials to a lavish resort where they would enjoy a variety of comforts and entertainments as a means to encourage the officials to meet with Tredegar.

To minimize the risks involved with the use of agents, any agent of Tredegar must be bound by written agreement to abide by Company policy regarding compliance with the FCPA. Each agent arrangement should be formalized *in writing*, with specific reference to all services to be performed and detailed terms for the payment of any commission or other compensation for each type of service. All commissions or other forms of compensation for the agent must be *reasonable and customary* in relation to the service provided. *No commissions or other payments should be made in cash or to third persons or to bank accounts that are not in the agent's name.*

Also under the FCPA, Tredegar is subject to strict accounting standards and has the burden to detect and disclose any improper or illegal use of the Company's assets or the misuse of the Company's financial accounting system. In compliance with the FCPA, the Company specifically will not tolerate:

- a. the use of corporate or subsidiary funds or assets for any unlawful or improper purpose;
- b. the establishment of any undisclosed or unrecorded funds or assets of the Company;
- c. the recording of any false or artificial entries on the books and records of the Company for any reason, and no employee shall engage in any arrangement that results in any such prohibited act; or
- d. a payment on behalf of the Company with the intention or understanding that any part of any such payment is to be used for a purpose other than that described by the documents supporting the payment.

Officers and department and business unit heads shall ensure that all employees understand the requirements and restrictions of the FCPA. All questions regarding the FCPA should be directed to the Law Department.



#### IV. EXPORT CONTROLS

Two principal U.S. regulatory regimes govern the export of items and technology:

- The export of items or technologies that are either commercial or “dual-use” in nature is subject to the Export Administration Regulations (“EAR”), administered by the U.S. Department of Commerce, Bureau of Industry and Security. “Dual-use” items have a predominant commercial purpose but they can be adapted for military purposes. All Tredegar company exports are subject to these regulations; and
- The export of defense articles and related technical data (*i.e.*, items or technology that are “inherently military” in nature, as well as most space-related items) is subject to the International Traffic in Arms Regulations (“ITAR”), administered by the U.S. Department of State, Directorate of Defense Trade Controls. It is unlikely that any of our goods and technology fall under this regulatory scheme at present, but this regulatory regime could apply to any future products specifically designed, developed, configured, adapted or modified for a military application.

Tredegar personnel involved in exporting our products should be familiar with the product’s classification under the EAR or whether the product is subject to the EAR at all. Some products that Tredegar exports may be listed on the Commerce Control List and may require an export license depending on the destination of the export. Products also may be subject to other restrictions in the EAR, such as anti-boycott provisions, prohibitions on shipments to certain end-users (such as terrorists or those engaged in the development of weapons of mass destruction), and prohibitions on shipments to destinations subject to U.S. embargoes as discussed more fully in the following two sections.

Some of the technologies Tredegar and its affiliates use to research, develop and produce products may be subject to separate technology controls. These technology controls can impose what are known as “deemed export” requirements. These requirements prohibit certain foreign nationals from having access to controlled technology, even if the access takes place entirely in the U.S. The need for a license would depend on the type of technology involved and the nationality of the foreign national. If the technology is tightly controlled, a license may be necessary even for a conversation in the U.S., a telephone call, or an e-mail.

We also have a responsibility to know our customers and make certain that the products we export will be used for the intended purpose by the intended end-user. For example, if we know or have reason to know that the product will be diverted for use in a prohibited activity such as a biological, chemical or other weapons of mass destruction program, U.S. law likely would prohibit the export. A list of “Red Flags” to help identify possible diversions is listed at Appendix A.

Employees responsible for exporting Tredegar products should understand the requirements and restrictions imposed by these regulatory regimes. All questions regarding compliance with the applicable export controls should be directed to the Law Department.

## V. TRADE SANCTIONS

Tredegear may also be subject to various trade sanctions imposed by the United Nations, the European Union, the United States, and any countries in which it does business. These provisions generally restrict or prohibit dealings with certain countries, entities and individuals.

The U.S. Department of Treasury, Office of Foreign Assets Control ('OFAC') administers regulations governing the export of items involving countries subject to "sanctions" or "embargoes" or certain "blocked" persons or entities (*e.g.*, terrorists and drug kingpins). All of our exports, *including exports from Tredegear's non-U.S. subsidiaries* (as discussed in Section II), are subject to these OFAC regulations.

Trade restrictions take many forms and can include:

- A ban on exports to a sanctioned country;
- A ban on imports from or dealings in property originating in a sanctioned country;
- A ban on travel to or from a sanctioned country;
- A ban on new investments in a sanctioned country;
- A ban on financial dealings involving a sanctioned country or designated individuals and entities.

The reach of these laws varies, but as a general rule the laws restrict the activities of citizens or residents of the sanctioning jurisdiction, including companies that are incorporated under the laws of the sanctioning jurisdiction, with regard to the governments, financial institutions, firms or individuals resident in or officially identified with the sanctioned country.

Countries currently subject to at least some level of sanctions under the OFAC regulations include:

Balkans	Iraq	Sudan
Belarus (White Russia)	Lebanon	Syria
Burma (Myanmar)	Liberia	Ukraine/Russia
Cote d'Ivoire (Ivory Coast)	Libya	Yemen
Cuba	North Korea	Zimbabwe
Democratic Republic of the Congo	Somalia	
Iran	South Sudan	

There are also restrictions in place against dealing with certain foreign nationals including individuals and companies who are associated with prohibited activities such as terrorism and the drug trade. The countries affected change frequently. An updated list is available at the following website address:

[www.treasury.gov/resource-center/sanctions/programs/pages/programs.aspx](http://www.treasury.gov/resource-center/sanctions/programs/pages/programs.aspx)

## VI. ANTI-BOYCOTT REGULATIONS

Various U.S. laws impose obligations on Tredegar's companies in connection with our relations with customers in countries engaging in international boycotts. Principally, these laws relate to the Arab boycott of Israel. Tredegar's policy is that it and all of its affiliates and employees will comply with the prohibitions and reporting requirements contained in these laws. As noted in Section II of this guide, U.S. anti-boycott laws generally apply to sales from Tredegar subsidiaries in addition to direct sales from the U.S.

The anti-boycott laws and regulations are intended to prevent U.S. companies from taking action in support of a boycott imposed by a foreign country upon a country that is friendly to the United States. In general, the anti-boycott laws prohibit U.S. firms and persons from providing information concerning business relationships with a boycotted country, in a boycotted country, or with a company in a boycotted country. It is not permissible to provide this information or agree to provide it, even if it relates to a past relationship. Further, information cannot be provided in anticipation of a request for that information.

### **EXAMPLES OF BOYCOTT REQUESTS:**

- Agreements to refuse or actual refusal to do business with or in Israel or with blacklisted companies.
- Agreements to discriminate or actual discrimination against other persons based on race, religion, sex, national origin or nationality.
- Agreements to furnish or actual furnishing of information about business relationships with or in Israel or with blacklisted companies.
- Agreements to furnish or actual furnishing of information about the race, religion, sex, or national origin of another person.
- Implementing letters of credit containing prohibited boycott terms or conditions.

Attached at Appendix B are actual examples of boycott requests.

A boycott request can be made in a number of ways. It could be a direct request to furnish information. It could be a request to take action, or even to refrain from taking action, that could support or further a boycott. It could appear in an *invitation for bids*, a *contract*, or a *purchase order*. It may also appear in a *letter of credit* or other financial document. It could mention Israel by name, but it does not have to specifically mention a country to trigger the application of U.S. law (for example, a U.S. company could not provide a certificate issued by the shipping company or its agent testifying that the carrying vessel is allowed to enter a Lebanese port where the Lebanese port prohibits the import of Israeli-origin goods). No information with regard to any such requests may be furnished.

A boycott request could come from any country. The Treasury Department publishes periodically a list of countries that may require cooperation with an international boycott. This list is not exhaustive, but Tredegar employees should scrutinize particularly carefully transactions involving the following countries for anti-boycott matters:

Iraq, Kuwait, Lebanon, Libya, Qatar, Saudi Arabia, Syria, United Arab Emirates, and the Republic of Yemen

Trade with some of these countries such as Iran generally would be prohibited for persons subject to U.S. jurisdiction in any event, but many U.S. companies have been able to carry on regular trade with other countries on this list such as Kuwait and Saudi Arabia in compliance with U.S. anti-boycott requirements.

**WHAT MUST YOU DO?** If you receive a boycott request, you must contact the Law Department promptly (even if you turn down the request). Boycott requests must generally be reported to U.S. authorities by the company receiving the request.

In summary, not only is the furnishing, orally or in writing, of boycott-related information prohibited, but the mere receipt of a request for such information may be required to be reported. Failure to comply with the anti-boycott laws may result in civil and criminal penalties against both you and Tredegar.

## **VII. CHECKLIST FOR EXPORT CONTROLS, TRADE SANCTIONS AND BOYCOTTS**

Any questions concerning product classification, destination country, end-user or anti-boycott obligations should be directed to the Law Department. Before exporting any Tredegar products, the official in charge of the export, in conjunction with Tredegar's Export Compliance Official and the Law Department, should consider the following issues:

- Is the product or technology subject to the Export Administration Regulations (EAR)?
- Is an export license required?
- Is the proposed recipient identified on any list of prohibited end-users?
- Are there any other trade restrictions such as embargoes to this particular country or type of end-user?
- Are there any anti-boycott implications?
- Do we know or have reason to know that the products will be used for a different purpose than intended, by a different end-user than intended, or in a weapons of mass destruction program such as for chemical or biological weapons?
- Are there any signs to suggest our product will be diverted (see attached list of "Red Flags" in Appendix A).

## Appendix A

### “Red Flags” Indicating Possible Diversion

Note: Some indicators may not be relevant depending on the technology for export

1. The customer is a trader or agent, and they will not identify their customers or the final destination of our shipment. Also, we are concerned that they will divert or reexport our shipment to an embargoed country or prohibited person.
2. A freight forwarding firm is listed as the products final destination.
3. The customer or purchasing agent is vague, evasive, or inconsistent in providing information about the end-use of our product.
4. The customer has little background in the relevant business. For example, financial information is unavailable from ordinary commercial sources and the customer’s corporate principal is unknown.
5. The customer is willing to pay cash for an expensive item when the normal practice in this business would involve financing.
6. The customer is unfamiliar with the product’s performance characteristics, but still wants the product.
7. Terms of delivery, such as date, location, and consignee, are vague or unexpectedly changed, or delivery is planned for an out-of-the-way destination.
8. The shipping route is abnormal for the product and destination.
9. When questioned, the buyer is evasive or unclear about whether the purchased product is for domestic use, export or reexport.
10. The customer uses an address that is inconsistent with standard business practices in the area (e.g., a P.O. Box address where street addresses are commonly used).
11. The customer or its address is similar to one of the parties found on the Commerce Department’s Bureau of Industry and Security’s list of denied persons.
12. The customer does not have facilities that are appropriate for the items ordered or end-use stated.
13. The customer is known to have or is suspected of having dealings with embargoed countries.
14. The transaction involves a party on the Unverified List published by BIS in the Federal Register.

15. The product into which the exported item is to be incorporated bears unique designs or marks that indicate an embargoed destination or one other than the customer has claimed.
16. The customer gives different spellings of its name for different shipments, which can suggest that the customer is disguising its identity and/or the nature and extent of its procurement activities.
17. The customer provides information or documentation related to the transaction that you suspect is false, or requests that you provide documentation that you suspect is false.
18. The address of the ultimate consignee, as listed on the airway bill or bill of lading, indicates that it is in a free trade zone.
19. The ultimate consignee, as listed on the airway bill or bill of lading, is a freight forwarding firm, a trading company, a shipping company or a bank, unless it is apparent that the ultimate consignee is also the end-user or the end-user is otherwise identified on the airway bill or bill of lading.
20. Installation, testing, training, or maintenance services are declined by the customer, even though these services are included in the sales price or ordinarily requested for the item involved.
21. The product's capabilities do not fit the buyer's line of business or level of technical sophistication.
22. A request for equipment configuration is incompatible with the stated ultimate destination (e.g., 120 volts for a country with 220 volts).
23. The product ordered is incompatible with the technical level of the country to which the product is being shipped. For example, semiconductor manufacturing equipment would be of little use in a country without an electronics industry.
24. Packaging is inconsistent with the stated method of shipment or destination.
25. The customer's order is for parts known to be inappropriate or for which the customer appears to have no legitimate need (e.g., there is no indication of prior authorized shipment of system for which the parts are sought).
26. The requested terms of sale, such as product specification and calibration, suggest a destination or end-use other than what is claimed (e.g., equipment that is calibrated for a specific altitude that differs from the altitude of the claimed destination).

## **Appendix B**

### **Actual Examples of Boycott Requests**

The Commerce Department has published the following actual examples of boycott requests that U.S. companies have reported to the Office of Antiboycott Compliance. These examples are illustrative and not exhaustive.

#### **BAHRAIN**

##### **Prohibited Boycott Condition in a Purchase Order:**

"In the case of overseas suppliers, this order is placed subject to the suppliers not being on the Israel boycott list published by the central Arab League."

##### **Reportable boycott condition in an importer's purchase order:**

"Goods of Israeli origin not acceptable."

##### **Reportable boycott condition in a letter of credit:**

"A signed statement from the shipping company, or its agent, stating the name, flag and nationality of the carrying vessel and confirming ... that it is permitted to enter Arab ports."

##### **Prohibited Boycott Condition in a Contract**

"Israeli Clause: The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organization be used in handling or transporting the goods or materials."

##### **Prohibited Condition in a Contract**

"The Contractor shall comply in all respects with the requirements of the laws of the State of Bahrain relating to the boycott of Israel. Goods manufactured by companies blacklisted by the Arab Boycott of Israel Office may not be imported into the State of Bahrain and must not be supplied against this Contract. For information concerning the Boycott List, the Contractor can approach the nearest Arab Consulate."

##### **Prohibited Condition in a Letter of Credit**

"Buyer shall in no way contravene the regulations issued by Bahrain Government and or Israel Boycott Office. Buyer shall not nominate a vessel blacklisted by the said office."



## **BANGLADESH**

### **Prohibited Boycott Condition in instructions to bidders on a contract:**

"No produced commodity shall be eligible for ... financing if such commodity contains any component or components which were imported into the producing country from Israel and countries not eligible to trade with ... the People's Republic of Bangladesh. The equipment and materials must not be of Israeli origin. The supplier/bidder who are not black listed by Arab boycott of Israel will be allowed to participate in this bid."

## **IRAQ**

### **Prohibited Boycott Condition in a Questionnaire**

"1. Do you have or ever have had a branch or main company, factory or assembly plant in Israel or have sold to an Israeli?"

"2. Do you have or ever have had general agencies or offices in Israel for your Middle Eastern or international operations?"

"3. Have you ever granted the right of using your name, trademarks royalty, patent, copyright or that of any of your subsidiaries to Israeli persons or firms?"

"4. Do you participate or ever participated or owned shares in an Israeli firm or business?"

"5. Do you render now or ever have rendered any consultative service or technical assistance to any Israeli firm or business?"

"6. Do you represent now or ever have represented any Israeli firm or business or abroad?"

"7. What companies in whose capital are your shareholders?" Please state the name and nationality of each company and the percentage of share of their total capital."

"8. What companies or shareholders in your capital? Please state the name and nationality of each company and the percentage of share of their total capital."

"N.B. The above questions should be answered on behalf of the company itself and all of its branch companies, if any."

### **Prohibited Condition in a Contract**

"The Contractor shall, throughout the continuance of the Contract, abide by and comply in all respects with the rules and instructions issued from time to time by the Israel Boycott Office in Iraq."

### **Prohibited Condition in a Trademark Application**

"Requirement for the registration of pharmaceutical companies:

Certification letter regarding the boycott of Israel (i.e., do not comprise any parts, raw materials, labor or capital of Israeli origin)."

"Requirement for the Registration of Medical Appliances, Disposables producing companies, and Laboratory diagnostic kit manufacturers:

Certification letter regarding boycott of Israel."

### **Prohibited Condition in a Purchase Order**

"Supplies of our purchase order should never be consigned or shipped by steamers included on Israel Boycott list."

### **Prohibited Condition in a Contract**

"The bill of lading shall bear a note that the vessel delivering the cargo is not on the "Black List" and does not call at Israeli ports."

### **Prohibited Condition in a Contract**

**"The Contractor shall, throughout the continuance of the Contract, abide by and comply in all respects with the rules and instructions issued from time to time by the Israel Boycott Office in Iraq."**

## **KUWAIT**

### **Prohibited Boycott Condition in a Custom's document:**

"[The vessel entry document asks the ship's captain to certify that] no goods, dry cargo, or personal effects listed on the document of Israeli origin or manufactured by a blacklisted firm or company are to be landed as they will be subject to confiscation."

### **Prohibited Boycott Condition in Letter of Credit:**

"We hereby certify that the beneficiaries, manufacturers, exporters and transferees of this credit are neither blacklisted nor have any connection with Israel, and that the terms and conditions of this credit in no way contravenes the law pertaining to the boycott of Israel and the decisions issued by the Israel Boycott Office."

**Reportable Boycott Condition in Letter of Credit:**

"Importation of goods from Israel is strictly prohibited by Kuwait import regulations; therefore, certificate of origin covering goods originating in Israel is not acceptable."

**Prohibited Condition in a Purchase Order**

"All shipments under this order shall comply with Israel Boycott Office Rules and Regulations."

**Prohibited Condition in a Purchase Order**

"Goods must not be shipped on vessels/carriers included in the Israeli Boycott list."

**Prohibited Condition in a Contract**

"The vendor (as person or organization) or his representatives should not be an Israeli national. So the vendor should not be owned, managed, or represented by any companies that carry an Israeli nationality and there should not be any sub-contractors that carry Israeli nationality.

The vendor should not involve any person or representatives that carries the Israeli nationality in importing or exporting the software or hardware mentioned in this contract and its appendices and the vendor should provide all documents that support the above information."

**LEBANON**

**Prohibited Boycott Condition in Power of Attorney from Lebanese firm:**

A Lebanese firm sent a power of attorney affidavit to appoint a local agent in Iraq to a U.S. firm. The affidavit asked that the U.S. firm answer a series of questions concerning the Arab boycott. These questions included whether the firm had a plant in Israel, has sold to Israel, had offices in Israel, owned shares in an Israeli firm, had provided services for an Israeli firm, or had granted any trademarks, copy or patent rights to Israeli persons of firms.

**Reportable Boycott Condition in letter of credit:**

"Certificate issued by the shipping company or its agent testifying that the carrying vessel is allowed to enter the Lebanese port...."

## **LIBYA**

### **Prohibited Condition in a Letter of Credit**

"Original commercial invoice signed and certified by the beneficiary that the goods supplied are not manufactured by either a company or one of its subsidiary branches who are blacklisted by the Arab boycott of Israel or in which Israeli capital is invested."

### **Prohibited Condition in a Contract**

"The Second Party shall observe the provisions of the Law for Boycott of Israel or any other State which the provisions for Boycott are applicable and shall ensure such observation from any other sub-contractor. In case of contravening this condition, the First Party shall have the right to cancel the contract and confiscate the deposit by mere notice by registered letter without prejudice to his right of compensation."

### **Prohibited Condition in a Contract**

"Boycott Provisions: The Contractor shall observe and comply with all the provisions and decisions concerning the boycott to Israel or any other country the same is valid. The Contractor shall secure the respect of such boycott by any other party he might have subcontracted with him."

### **Prohibited Condition in a Certificate of Origin**

"The goods being exported are of national origin of the producing country and the goods do not contain any components of Israeli origin, whatever the proportion of such component is. We, the exporter, declare that the company producing the respective commodity is not an affiliate to or mother of any company that appears on the Israeli boycott blacklist and also, we the exporter, have no direct or indirect connection with Israel and shall act in compliance with the principles and regulations of the Arab boycott of Israel."

## **OMAN**

### **Prohibited Condition in a Tender:**

"The supplier must comply with the Israel boycott conditions."

### **Prohibited Condition in a Tender:**

"All goods to be supplied as a part of this order must comply with the Israel boycott rules stipulated by the Royal Oman Police."

### **Prohibited Condition in purchase order:**

"The vendor must ensure that all products supplied do not contravene the regulations in force with regard to the boycott of Israel."

**Prohibited Condition in a Contract**

"The certificate of origin must contain the following statement: 'We certify that the goods are neither of Israeli origin nor do they contain any Israeli materials.'"

**Prohibited Condition in a Purchase Order**

"Commercial invoice, duly signed by shipper covering value of the goods and containing statement 'The goods are neither Israeli origin, nor do they contain any Israeli material.'"

**Prohibited Condition in a Letter of Credit**

"Certificate issued by the air company/agent that it is not blacklisted by the Arab League boycott committee."

**QATAR**

**Prohibited Boycott Conditions in a Contract:**

"The (tenders) committee may also exclude any bid that does not abide by the provisions of the commercial and economic laws and the provisions of the law of boycott of Israel applicable in the state."

"[A certificate required stating] that the items have not been manufactured in Israel and that any of the components thereof have not been manufactured in Israel."

**Prohibited Condition in a Contract**

"Certificate issued by the manufacturer or exporter stating that the goods are not of Israeli origin, have not been exported from Israel, and do not contain any Israeli materials."

**Prohibited Boycott Condition in a Purchase Order**

"Goods/equipment subject to Israeli Boycott terms, must not be quoted."

**Prohibited Boycott Condition in a Letter of Credit**

"Under no circumstances may a bank listed in the Arab Israeli Boycott Black List be permitted to negotiate this Documentary Credit."

## **SAUDI ARABIA**

### **Prohibited Boycott Condition in a Contract:**

"Vendor shall comply with the Israel boycott laws in performing his contractual obligations."

### **Prohibited Boycott Condition in a Contract:**

"The seller warrants that no supplier or manufacturer or any part of the product is precluded from doing business with Saudi Arabia under the terms of the Arab boycott regulations."

### **Reportable Boycott Condition in list of documents required by a freight forwarder:**

"Certificate from insurance company stating that they are not blacklisted."

### **Prohibited Boycott Condition in a Purchase Order**

"Following statement should appear at foot of invoice: 'We hereby certify that these goods are not of Israeli Origin nor do they contain materials of Israeli origin and they are manufactured by....'"

### **Prohibited Boycott Condition in a Contract**

"The Contractor whether an Establishment or Company, National or Foreign, shall not import or enter into Agreement with any Foreign Company or Establishment as Sub-Contractor particularly if such Company did not have previous dealing in the Kingdom of Saudi Arabia, except after contacting the Regional office of the Arab Boycott to Israel, or one of the two Sub-Offices of the Ministry of Commerce at Jeddah or Dammam, to ensure of the status of the said Foreign Company, in light of the Rules and orders issued by the office of the Arab Boycott of Israel."

### **Prohibited Boycott Condition in a Contract**

"Israeli Boycott: The Contractor shall apply all rules of the Israeli Boycott."

### **Prohibited Boycott Condition in a Boycott Questionnaire**

"Company/Corporation Background:

Has the company/corporation engaged in or conducted business in Israel?

Does the company/corporation or its subsidiary have an office, facility or business operation in Israel?"

Prohibited Boycott Condition in a Tender

"The quotation should not include any material manufactured or exported by Boycotted companies as per the Kingdom of Saudi Arabia regulations."

#### **Prohibited Boycott Condition in a Tender**

"Eligible Bidders: The bidder/supplier who are not subject to the Boycott regulations of the League of Arab States or of the Kingdom of Saudi Arabia will only be considered."

#### **SYRIA**

#### **Prohibited Boycott Conditions (requests for information) in a trademark application form:**

"Do you or any of your subsidiaries now or ever had a branch of main company factory or assembly plant in Israel? .... do you have or any of your subsidiaries now or ever had general agencies or offices in Israel for your middle eastern or international operations? .... what companies are you shareholders in their capital? State the name of each company and the percentage of share to their total capital---and the nationality of each one? ..."

#### **Prohibited Condition in a Tender**

"Offeror must not be included by the provisions of Arab Boycott of Israel."

#### **Prohibited Condition in a Tender**

"Declaration showing that the bidder doesn't own any factory, establishment, or a branch office in Israel, neither he is a partner in any establishment or organization, nor a party in any contract for manufacturing, assembling, licensing or technical assistance with any organization or establishment in Israel and he should not practice such activity in Israel whether personally or through any mediator. He should not participate in any way in supporting Israel or its military efforts."

#### **Prohibited Condition in a Purchase Order**

"A declaration that the goods contracted upon have no Israeli origin and that no Israeli raw materials is used in its producing manufacturing or preparing of the goods."

#### **UNITED ARAB EMIRATES**

#### **Prohibited Boycott Condition in a Contract:**

"Tenderer shall verify on his own responsibility the laws and regulations in Abu Dhabi which apply to the performance of the services, including the boycott of Israel."

### **Prohibited Boycott Condition in an invitation to bid:**

"Documents to accompany tenders [include] the declaration and Israel boycott certificate. It states the tenderer must accompany his offer with the following, written signed declaration. 'We declare that we are a company which is not owned by any companies that have violated the approved rules of the boycott and that we do not own or participate in companies that are in violation of the approved rules of the boycott. Further, we do not have, nor do any of the companies that are considered to be a parent company or a branch of ours, any dealings with any Israeli party, whether directly or indirectly. Furthermore, a certificate issued by the Israel boycott office in UAE confirming that neither the supplier nor the manufacturer are blacklisted, should also be accompanied.'"

### **Prohibited Boycott Condition in a Tender**

"Declaration and Israel Boycott Certificate: We \_\_\_\_\_(Name of Company) on behalf of all branches, declare that we are a company which is not owned by any companies that have violated the approved rules of the Boycott and that we do not own or participate in companies that are in violation of the approved rules of the Boycott.

Further, we do not have nor does any of the companies that are considered to be a parent company or branch of ours, any dealings with any Israeli Party whether directly or indirectly.

Furthermore, a Certificate issued by the Israel Boycott office in the UAE, confirming that neither the supplier nor the manufacturer are blacklisted, should also be accompanied."

### **Prohibited Boycott Condition in a Tender**

"Certificate of Origin: The Contractor shall undertake to furnish the Purchaser with a Certificate of Origin, to accompany each invoice. This shall certify that the equipment is not of Israeli origin."

### **Prohibited Boycott Condition in a Tender**

"Boycott of Israel: Seller and his assignees shall abide by and strictly observe all regulations and instructions in force from time to time by the League of Arab States regarding the Boycott of Israel especially those related to blacklisted companies, ships and persons.

No materials shall be procured which has been wholly or partially manufactured by the blacklisted company."

### **Prohibited Boycott Condition in a Letter of Credit**

"On no conditions may a bank listed on the Arab Israeli Boycott list be permitted to negotiate this credit."



### Prohibited Boycott Condition in a Letter of Credit Application

"We certify that neither the beneficiaries nor the suppliers of goods and services are subject to boycott."

### **Prohibited Boycott Condition in a Letter of Credit Application**

"We also certify that to the best of our knowledge the beneficiaries have no connection with Israel and that the terms of this credit in no way contravene the regulations issued by the Israel Boycott Office or local government regulations."

### **Prohibited Boycott Condition in a Contract**

"Buyer shall adhere to and implement the Arab Embargo and Boycott Regulations issued and revised from time to time by the Government of the United Arab Emirates."

### **Prohibited Boycott Condition in a Tender**

"Tenders shall include the following statement in their tenders: 'We certify that neither our principle manufacturers Messrs: \_\_\_\_\_ nor any of the components' manufacturers, is blacklisted by the Arab Boycott Office.'"

"NB: the above statement should be completed with the name of your manufacturer."

### **Prohibited Boycott Condition in a Contract**

"Boycott of Israel: The Contractor shall observe and abide by all rules and regulations concerning the boycotting of Israel in Dubai and the UAE."

### **Prohibited Boycott Condition in a Tender**

"Quotation should not include items manufactured by firms who are under Israeli Boycott list."

### **Prohibited Boycott Condition in a Purchase Order**

"Applicable Laws/Boycott of Israel: All relevant laws, rules and regulation of all duly constituted government authorities of Abu Dhabi and the UAE, including laws with respect to boycott of Israel shall apply in the performance of this purchase order."

### **Prohibited Boycott Condition in a Contract**

"He shall not be boycotted whether in his personal capacity or as a company or establishment because of the violation of the Israeli Boycott Provisions in respect of

establishments and companies operating abroad or contracts concluded through correspondence."

**Prohibited Boycott Condition in a Tender**

"Engineer shall at its own expense and at all times comply with all laws, rules, regulations or requirements of the Government of Abu Dhabi and the UAE and any bodies having jurisdiction over the site and the access thereto and there from including, but not limited to, the Boycott of Israel Regulations."

**YEMEN**

**Prohibited Boycott Condition in a repair order:**

"Invoices must be endorsed with a certificate of origin that goods are not of Israeli origin and do not contain any Israeli material and are not shipped from any Israeli port."