[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.注意：所有发往伊朗，叙利亚，朝鲜，苏丹，克里米亚和古巴的快件，发件人必须提供此保证函]

**GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER**

 **保证函**

**Shipment Details/Air Waybill Number 快件详情/运单号**

This Sanctions Warranty and Indemnity Letter (this “Letter”) details the understanding between

 ("Shipper") and **DHL Express** (“DHL”) and clarifies the

representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter. 此保证函详述了 公司（以下简称“发件人”）和**DHL（敦豪）快递**之间的共同理解并澄清了发件人提供给DHL的对于此**快件**可能带来的经济制裁法律和法规影响的声明和保证。本保证函使用的**粗体名词**，在附件A中有名词解释。

**SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:发件人兹在此向DPDHL集团（亦包括其下各分支机构和关联公司，简称 “DHL”）声明和保证如下：**

SHIPPER’S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER发件人关于发件人的声明和保证

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.发件人不是一个被拒绝贸易方，或以任何形式被识别认定，或具体或被参照，出现在任何一个可适用的依照由一个**制裁权利机构**签署的制裁（或多个）名单上。发件人亦不为任何一个**被拒绝贸易方**所有或者控制。

SHIPPER’S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)发件人关于收件人和末端使用人的声明和保证

Shipper has conducted effective due diligence on the Shipment’s recipients, any known end-users and all consignees. To the best of Shipper’s knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.发件人对于快件接收人，任何已知末端使用人和所有收件人，已经进行有效的尽职调查。发件人已尽其最大所知，将快件交给DHL并由DHL派送到指定目的地和/或末端使用人，将不会 1）构成对于任何适用的制裁的违背和违反；或2）使DHL遭受任何由任何制裁权力机构给与的制裁和惩罚。

SHIPPER’S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT发件人对于快件的声明和保证

The Shipper warrants that: 发件人保证

(a) the shipments does not contain any Restricted Items, or, alternatively, 快件不含有任何受限物品，或者

(b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL; 如果快件的确含有受限物品，将从正确的权利机构根据所适用的法律和法规，获得要求提供的任何和所有执照，批准和许可，并且每一个执照，批准和许可的复印件，要在将快件交给DHL之前或当时提交给DHL；

(c) the Shipper is the true shipper and exporter of the Shipments; and 发件人是实际真实发件人和快件的出口人；并且

(d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate. 快件描述，申报价值，收件人和其它与快件相关的信息和文件是真实和准确的。

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):关于适用美国制裁法律的快件（仅在适用的情况下）

(a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);快件不含有任何无执照的或无豁免的美国原产物品，或者任何受到美国出口管制的物品（即在美国以外的地区生产，包含至少10%以上的美国原料或技术，或在适用的情况下至少25%以上）

(b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and发件人，在美国和其管辖领地以外的地方将快件交给DHL承运，对其快件不能或以后也不能接受和汇出任何美元形式的付款，无论直接从接收人或收件人获得，还是间接从任何其他人（除非被执照或豁免所具体明确地许可）获得；并且

(c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.发件人，在美国和其管辖领地以外的地方将快件交给DHL承运，对其快件或任何其它服务，不能或以后也不能以美元对DHL进行支付。

SHIPPER’S GRANT OF INDEMNITY AND RIGHTS TO DHL发件人对DHL的保证

*Indemnity*: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

*赔偿*：发件人将不能反悔不可撤销地并无条件地，保证DHL（包括其员工，服务商，代理，承包商，供应商、代表，保险公司，再保险人），受到赔偿并免于遭受任何由于发件人（包括其员工，服务商，代理，承包商、供应商和代表）违法和违规和违反下述各项所引发或导致的任何及所有损失、损害、罚款、费用等：

(a) Applicable Sanction(s), or 适用的制裁（或多项制裁），或

(b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below (“Grant to DHL”).本保证函中的声明和保证，包括发件人对于快件或任何与快件相关的其他原因，未申报或非法的，不准确的和/或不充分的申报，或DHL行使任何和所有其权利作出的如下安排（“对DHL的承诺并允许”）：

*Comply with DHL Actions*: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

*遵从DHL行动*：发件人将遵从DHL对于快件为达到遵守制裁要求而可能要求和实施的任何和所有特殊操作流程。

*Grant to DHL*: Shipper hereby grants DHL the right (but not the obligation) at DHL’s discretion to conduct any or all of the following:

*对DHL的承诺并允许*：发件人在此承诺给与DHL根据DHL的自行判断采取以下措施的权利：

(a) inspect and/or screen the Shipments in accordance with applicable laws;按照适用法律检查和/或筛查快件；

(b) return the shipments;退件；

(c) abandon or block the shipments without any further liability to the Shipper as required by applicable law; 根据适用法律的要求，弃件或阻止快件，但不对此承担任何责任；

(d) disclose information related to the shipment to a government authority in accordance with applicable laws; 根据适用法律，将与快件的相关信息提供给政府机构；

(e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper’s costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue. 按照适用法律将快件移交给政府机构；或，如果已经有非常明显地迹象表明，此保证函内的声明和保证的内容有不真实，不准确或不完整，或如果DHL有理由相信采取行动是有必要的，以确保自己符合适用的法律和法规的合规要求，在检查期间将快件保存然后将快件处理或销毁（发件人承担一切费用），而不对发件人承担任何责任。DHL将采取快速和合理措施，在采取此类行动前，提供发件人合理的事先通知，并给与发件人合理的机会来对存在和合规问题提供必要的澄清。

SHIPPER ACKNOWLEDGEMENT发件人承诺

This Letter (including Annex hereto) is executed in both Chinese and English, in case that any inconsistency in translation between the English and Chinese versions, the English version prevails. 本保证函（包含其附件）以中英文同时书就，若中英文版本之间的翻译存在不一致之处，以英文版本为准。

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter. DHL接收发件人快件，是基于依赖发件人在此保证函中提供的声明，保证和同意。此保证函里面的条款效力将优先于总承运或合同中的任何有冲突的条款和条件。发件人通过以下签字盖章承认和同意此保证函中所有条款和条件。

Signature: 签字 Date: 日期

Print Name: 清晰书写名字 Title: 职称

Company Name: 公司名称

ANNEX A: DEFINITIONS附件A：名词解释

***Denied Party***: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

***被拒绝贸易方***：包括在一个适用的**制裁名单**里面的一个人或实体。注意，名单可以包括不完整名字，地址和其他细节。为服务于本保证函的目的，“被拒绝贸易方”不包括出现在EU, OFAC维护的选择性制裁清单Sectoral Sanctions Identification List (the "SSI List") 或EU, US等维护的选择性制裁的个人可比较清单里。

***Letter***: This Sanctions Warranty and Indemnity Letter.

***保证函***：此客户保证函

***Restricted Items***: Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

***受限物品***：指任何或明确包括在任何被禁止进口/出口/转运的物品清单上的物品，或明确在适用的制裁中不被授权的物品。

***Sanction(s)***: Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

***制裁***：任何适用的，由制裁经济或金融制裁法规，贸易禁运或出口控制法律或法规，

***Sanction(s) Authority***: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control (“BAFA”), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

***制裁权力机构***：一个国际组织或适用的国际或区域政府，或其分支，拥有权力来颁布和执行针对个人，组织，公司，政治团体或其它党派适用的经济和/或金融制裁法规或其它经济控制。这些权力机构包括但不限于联合国安理会，欧盟，德国联邦经济事务和出口管制局，德国联邦银行，美国财政部海外资产控制办公室，美国国务院或商务部，英国（包括女皇陛下财政部），澳大利亚外交和贸易部，以及任何其它相关制裁机构。总体来说，这些都被认定为“制裁权力机构”。

***Sanction(s) Lists***: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

***制裁名单***：一份被制裁实体的清单（即被限制贸易方），总体来说由被制裁的个人，实体的名字和相关详情（地址，位置，别名）组成。

***Sanctioned Countries***: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/U.S. embargoes (e.g. currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

***被制裁国家***：指那些现阶段受到广泛的，复杂的或综合性的制裁，包括但不限于受联合国/欧盟/美国禁运制裁的国家，区域或领地（即目前的克里米亚，伊朗，朝鲜，苏丹和叙利亚；（古巴受美国单方面制裁））。这个清单可能随时改变，可能也基于超越法律的因素而制定。

***Shipment***: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.

***快件***：对于一票单独的快件，此快件使用DHL运单号，或如本保证函开始部分使用其它DHL快件参考。对于一揽子保证函，指所有此发件人签署本保证函后发出的快件。