

Required Coordination with ITER Logistical Services Provider (LSP) [April 2013]

I. TRANSPORTATION ARRANGEMENTS

Transportation of hardware/equipment covered under this Agreement may be conducted by the ITER Project's Global Logistical Services Provider (LSP), Daher International and/or its United States partner, TransProject. The U.S. ITER Project Office (USIPO) will issue Task Orders directly to the LSP for transportation, logistics, and customs clearance associated with items delivered under this Agreement. Seller shall not include transportation/freight costs in its proposal or its invoices.

II. RESPONSIBILITY FOR LOADING

In order to prevent possible damage by others to Seller's goods and workspace, the Seller is required to load items to be transported onto the LSP transport vehicle (e.g. truck, van, trailer, vessel, rail car) at the factory. Any exception to this requirement must be approved, in writing, by the Subcontract Administrator at least 120 days in advance.

III. MANDATORY NOTIFICATION SCHEDULE

The Seller shall provide information and documentation required for international shipment. For shipments subject to United States export control law, the Seller must also comply with the Export Administration Regulations (EAR) and Foreign Trade Statistics Regulations (FTSR). The Seller is considered both the Exporter (Shipper of Record) according to the EAR and the U.S. Principal Party of Interest (USPPI) according to the FTSR. To comply with these requirements, the Seller shall adhere to the following notification schedule:

NO LATER THAN SEVEN (7) MONTHS PRIOR TO PLANNED DATE OF SHIPMENT: (unless other arrangements have been approved in writing by the Subcontract Administrator)

1. Provide written notice of the planned date on which the goods will be packaged and available for shipment.
2. Provide shipping information/documents as listed in Part A below.

Part A. Technical Characteristics of the Packaged Component(s)

- physical data and drawings showing dimensions, total and distributed weights, center of gravity, shipping orientation;
- address of the location where items are to be picked up by the LSP;
- documentation regarding relevant rules such as Export Control, Dangerous Goods, and environmental aspects including Material Safety Data Sheets;
- identification of any items which have been identified as Safety Important Components (SIC);
- conditions or precautions to be respected when moving, loading/offloading, handling/slinging, and storage including, when required, specific provisions and controls to be performed and recorded while under the control of the LSP;
- packaging specification including confirmation of compliance with international packing standards (e.g. *International Standard for Phytosanitary Measures, Conformité Européenne/CE*), agreed barcoding requirements and regulations relating to packaging materials used;
- definition of packaging/frame, when the components are packed or tarped, including any particular procedures for handling, moving, clean-up, maintenance, storage;
- any condition to be respected regarding marshaling and warehousing stages;
- securing and hanging packages/frames including jacking/lifting/lashing conditions and acceptable securing points;
- identification of specialized equipment/hardware (e.g., custom lifting fixture) interface requirements between each point of use within supply chain. NOTE: any specialized packing/handling frame or tool should be detailed in drawings and are subject to approval by LSP;
- description of interface between Seller and LSP (e.g., release conditions for loads, Seller's loading means, etc.);
- Technical data concerning monitors provided to detect rough handling during transport (e.g., shock, vibration, tilt, impact and temperature change indicators)

NO LATER THAN NINETY (90) DAYS PRIOR TO PLANNED DATE OF SHIPMENT: (unless other arrangements have been approved in writing by the Subcontract Administrator

1. Confirm date of shipment or submit revised shipment date for approval.
2. Confirm value of cargo (for insurance purposes)
3. Provide transport drawings to facilitate vessel lifting/stowage and Captain's approval for all shipments as requested.
4. Provide shipping information/documents as listed in Part B below.

Part B. Business Documents, Batch 1

- pro-forma/commercial invoice with the description of goods, quantity, value, terms of shipment (Incoterms 2010), Schedule B number (for U.S. exports) or Harmonized System code, country of origin, and appropriate notation or language to facilitate duty-free entry available for ITER goods. Documents to be completed in English language.
- Itemized packing list with the details on number of packages/units, net and gross weight and package/unit dimensions.
- The invoice, packing list and other documents, where appropriate, will be provided in the format required for French Customs. LSP shall review submitted documents and request amendments where required. If amendments are requested, Seller must update and submit revised documents within seven (7) days.
- Export Control License(s) if required.

NO LATER THAN FOURTEEN (14) DAYS PRIOR TO PLANNED DATE OF SHIPMENT: (if applicable)

Provide evidence of appropriate proof testing and certification for any custom lifting apparatus that will travel with the item and be utilized during loading and unloading operations.

NO LATER THAN SEVEN (7) DAYS PRIOR TO PLANNED DATE OF SHIPMENT:

1. Provide shipping information/documents as listed in Part C below.

Part C. Business Documents, Batch 2

- Draft bill of lading/airway bill with consignee and Customs broker listed appropriately to facilitate duty-free entry available for ITER goods.
- Data elements required for submission of electronic filings in the Automated Export System (AES) when necessary.

V. DEVIATIONS FROM PLANNED DATE OF SHIPMENT

Seller shall immediately notify the Subcontract Administrator, in writing, of any actual or potential change to the agreed-upon date of shipment.

VI. STORAGE REQUIREMENTS

The Company, at its discretion, may require Seller to postpone the date of shipment by up to sixty (60) days at no additional cost. Final payment will be withheld until delivery and acceptance of the items at their destination. If storage is required beyond sixty (60) days, Seller agrees to good faith negotiation of extended storage terms in accordance with the Changes clause of this Agreement. In the event of extended storage, the Company and Seller may negotiate special terms for final payment and acceptance.

VII. COMMUNICATION

The Seller may interface directly with the LSP, if written authorization is given in advance by the Subcontract Administrator.