



International Order Process Sheet

All International customers will be responsible for supplying **New Lenox Machine Co. Inc.** with the following information upon placing a purchase order:

1. Purchase Order –
 - Bill to Address
 - Ship to Address/Physical Address
 - Contact Person Information (Phone, Fax Number, and email address)
 - Detailed List of Items Ordered
 - Government Contract Number, Law Enforcement Agency or Military Branch Associated with your Purchase Order if applicable. Please include the Name of the Agency, Contact Information of Issuer and Test Order Number.
2. End User Statement / Letter of Intent (*Required*)
3. DSP-83 - Non-transfer And Use Certificate (*If applicable – you will be notified if this is required by the Department of State*).
4. Import Permit from your Government authorizing the import of munitions into your country. (*Based on Individual Country Requirements, but may be required by Department of State – DDTC*)
5. Broker information for Customs Clearance – Name, Address, Phone Number and email address.
6. NLMC Incoterms (type of service requested):
 - Incoterms **DAT** 2010 – Door to Airport (terminal)
 - Incoterms **DAP** 2010 - Door to Door (end user facility) (Additional Fee's will apply)

*New Lenox Machine Co. Inc. prefers to use the following to ship all International Orders.

Strategic Shipping Canada Inc.
2480 Huron Street – Suite 2A
London, Ontario N5V 0B1
CANADA
Vanessa Morse
1-519-642-2999

Cargo Transport Inc.
44190 Mercure Circle – Suite 195
Dulles, VA 20166

After an order has been filled/completed...NLMC will request a shipping quote from Strategic Shipping Canada for all fees associated with IncoTerms – DAP (deliver at place) or IncoTerms – DAT (deliver at terminal).

DAP or DAT - YOUR CHOICE!
(*please specify on Purchase Order*)



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We will then send this quote to you or your company for approval. Once shipping fees have been approved, NLMC will add these costs to your final invoice OR you may request to have all shipping costs billed directly to you or your company.

PP&A (pre-pay & add to final invoice) or **Bill Directly** to Customer/End User – YOUR CHOICE!
(please specify on Purchase Order)

Please INCLUDE the following Statement on your Purchase Order.

These (Projectiles/Gun Barrels/Gun Systems) are being purchased strictly for Experimental or Scientific purposes ONLY including Research & Development.

****The Above Information is VERY IMPORTANT and is necessary to process your order****

U.S. Alcohol, Tobacco & Firearms Requirements

IT IS REQUIRED BY THE ATF DEPARTMENT THAT ANYONE PURCHASING PROJECTILES/GUN BARRELS OR SYSTEMS MUST PROVIDE OUR COMPANY WITH TWO OF THE FOLLOWING FORMS OF ID:

1. Federal Firearms License Number (FFL)
2. A Government Contract Number associated with the testing order
3. The Purchaser's Name, Birth Date and Drivers License Number

WE WILL NOT PROCESS YOUR ORDER WITH OUT TWO OF THE ABOVE FORMS OF ID.

Export License

Once all required documents have been received...NLMC will apply for an Export License (DSP-5)

AGAIN - Once the Approved Export License has been received, NLMC will contact our broker for a shipping quote per either DAP or DAT terms. NLMC will then send that quote to you for approval. Upon approval, we will send an Invoice for all charges to be paid prior to shipping. At the customer's request, NLMC can have all shipping fees sent directly to them by the shipping company as opposed to Invoicing them through NLMC.

Your company will be responsible for all Shipping fees, Insurance fees, Duty Fees, Taxes and all other fees incurred from customs. **If your company would prefer to use your own shipping company, please notify NLMC so that we are able to take the necessary steps required by The Department of State (DDTC) to avoid violations.**



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A Standard Export License Processing Fee will be incurred with every new Purchase Order Placed.

CANADA/MEXICO - \$200.00

OUTSIDE NORTH AMERICA - \$350.00

(Export License Processing Fee will be added to the final invoice for payment)

The Amount of the Invoice plus shipping costs (if applicable) will be Payable in **U.S. Funds ONLY**. Our payment terms will be **DUE UPON RECEIPT OF OUR INVOICE to you, PRIOR TO SHIPMENT OF YOUR ORDER unless other arrangements have been made in advance and approved by NLMC.**

We would appreciate your payments to us within our terms which can be made via CREDIT CARD or DIRECT DEPOSIT to our account. The banking information you will need to transfer funds to our account will be sent along with our invoice to you.

PLEASE READ THE FOLLOWING INFORMATION IN REGARDS TO EXPORTING OF ITEMS

* All **ITAR** Customers **MUST** check the List of **Statutorily Debarred Parties** at the LINK below for any individuals within your company or any part of your company who may come in contact with items being bought from New Lenox Machine Co. Inc.

The persons (including entities and individuals) listed in documents linked below have been convicted of violating or conspiracy to violate the Arms Export Control Act (AECA). As a consequence, they are subject to "statutory debarment" pursuant to §38(g)(4) of the AECA and §127.7 of the International Traffic in Arms Regulations (ITAR). Thus, these persons are prohibited from participating directly or indirectly in the export of defense articles (including technical data) and defense services. The names of these parties and their ineligibility for defense trade have been previously published by DDTC in the Federal Register. Statutory debarment remains in effect unless the debarred person's application for reinstatement of export privileges is granted by DDTC; notice of reinstatement will be published in the Federal Register and the person's name will be removed from the list.

http://www.pmdtc.state.gov/compliance/debar_intro.html

* Customers ordering **COMMERCE** items (*Gun Barrels or Test Gun Systems*) **MUST** check the Bureau of Industry and Security website for any connection to individuals found on The **DENIED PERSONS** List

<https://www.bis.doc.gov/index.php/the-denied-persons-list>



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Codes and Categories for Reference

Schedule B or Tariff Numbers

Projectiles & FSP's : 9306.90.0080 – **REQUIRES EXPORT LICENSE**
Gun Barrels, Universal Receivers and Powder Breech Systems: 9301.90.0000

The United States Munitions List (USML) – Part 121 - CATEGORY – **Requires Export Lic.**

Projectiles & FSP's: Category III (d)(3)

Department of Commerce – EAR Number – May require an Export License depending on Country of Ultimate Destination

Gun Barrels, Universal Receiver Systems, Powder Breech Systems & Parts: EAR **2B018**

All International Customers must be aware of the following.....

Per The International Traffic In Arms Regulations (ITAR)

TITLE 22 - FOREIGN RELATIONS

CHAPTER I - DEPARTMENT OF STATE

SUBCHAPTER M - INTERNATIONAL TRAFFIC IN ARMS REGULATIONS

PART 123 - LICENSES FOR THE EXPORT OF DEFENSE ARTICLES

123.9 - Country of ultimate destination and approval of reexports or retransfers.

(a) The country designated as the country of ultimate destination on an application for an export license, or on a Shipper's Export Declaration where an exemption is claimed under this subchapter, **must be the country of ultimate end-use**. The written approval of the Office of Defense Trade Controls must be obtained before reselling, transferring, transshipping, or disposing of a defense article to any end user, end use or destination other than as stated on the export license, or on the Shipper's Export Declaration in cases where an exemption is claimed under this subchapter. Exporters must ascertain the specific end-user and end-use prior to submitting an application to the Office of Defense Trade Controls or claiming an exemption under this subchapter.

(b) The exporter shall incorporate the following statement as an integral part of the bill of lading, and the invoice whenever defense articles on the U.S. Munitions List are to be exported: These commodities are authorized by the U.S. Government for export only to [country of ultimate destination] for use by [end-user]. They may not be transferred, transshipped on a non-continuous voyage, or otherwise be disposed of in any other country, either in their original form or after being incorporated into other end-items, without the prior written approval of the U.S. Department of State.



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(c) A U.S. person or a foreign person requesting approval for the reexport or retransfer, or change in end-use, of a defense article shall submit a written request which shall be subject to all the documentation required for a permanent export license (see 123.1) and shall contain the following: (1) The license number under which the defense article was previously authorized for export from the United States; (2) A precise description, quantity and value of the defense article; (3) A description of the new end-use; and (4) Identification of the new end-user.

(d) The written approval of the Office of Defense Trade Controls must be obtained before reselling, transferring, transshipping on a non-continuous voyage, or disposing of a defense article in any country other than the country of ultimate destination, or anyone other than the authorized end-user, as stated on the Shipper's Export Declaration in cases where an exemption is claimed under this subchapter.

(e) Reexports or retransfers of U.S.-origin components incorporated into a foreign defense article to a government of a NATO country, or the governments of Australia or Japan, are authorized without the prior written approval of the Office of Defense Trade Controls, provided: (1) The U.S.-origin components were previously authorized for export from the United States, either by a license or an exemption; (2) The U.S.-origin components are not significant military equipment, the items are not major defense equipment sold under a contract in the amount of \$14,000,000 (\$14 million) or more; the articles are not defense articles or defense services sold under a contract in the amount of \$50,000,000 (\$50 million) or more; and are not identified in part 121 of this subchapter as Missile Technology Control Regime (MTCR) items; and (3) The person reexporting the defense article must provide written notification to the Office of Defense Trade Controls of the retransfer not later than 30 days following the reexport. The notification must state the articles being reexported and the recipient government.

(4) In certain cases, the Director, Office of Defense Trade Controls, may place retransfer restrictions on a license prohibiting use of this exemption.



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Approval of Export License can take up to 3 months or longer, please plan accordingly.

NOTE:

If your company will be filing the Export License with the US Department of State, New Lenox Machine Co. requests that **all** Documents sent to the Department of State be sent to us as well.

We will **NOT** release your order without copies of the Approved Export License (DSP-5), Import Certificate, DSP-83, Letter of Intent, End User Statement, Destroy Letter (For Gun Barrels or Gun Systems), the Airway Bill and a copy of the AES Transmittal from Customs stating that the License has been filed with Customs.

Thank You,

Ms. Sheri Taylor – Export Manager
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1200 E. Mazon Ave.
Dwight, IL 60420
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Email : nlmcsberi19@gmail.com