# UNITED STATES DEPARTMENT OF COMMERCE BUREAU OF INDUSTRY AND SECURITY WASHINGTON, D.C. 20230

In the Matter of:	)
Flowserve Pte. Ltd.	)
33 Changi South, Ave 2 Singapore 486445	)
Respondent	)

### ORDER RELATING TO FLOWSERVE PTE LTD

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has notified Flowserve Pte. Ltd. ("Flowserve Singapore") of its intention to initiate an administrative proceeding against Flowserve Singapore pursuant to Section 766.3 of the Export Administration Regulations (the "Regulations"), and Section 13(c) of the Export Administration Act of 1979, as amended (the "Act"), through the issuance of a Proposed Charging Letter to Flowserve Singapore that alleged that Flowserve Singapore committed 96 violations of the Regulations. Specifically, these charges are:

<sup>&</sup>lt;sup>1</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2011). The charged violations occurred between 2002 and 2006. The Regulations governing the violations at issue are found in the 2002-2006 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2002-2006)). The 2011 Regulations set forth the procedures that apply to this matter.

<sup>&</sup>lt;sup>2</sup> 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R. 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 12, 2011 (76 Fed. Reg. 50661 (Aug. 16, 2011)), continues the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.).

Order Flowserve Pte. Ltd. Page 2 of 4

Charges 1-96

15 C.F.R. § 764.2(a) - Engaging in Prohibited Conduct by Reexporting Valves, Pumps and Valve and Pump Components Controlled for Chemical and Biological Weapons Proliferation Reasons Without the Required Government Authorization

On 96 occasions between on or about October 22, 2002, and on or about September 30, 2006, Flowserve Singapore engaged in conduct prohibited by the Regulations by reexporting valves, pumps and valve and pump components, items subject to the Regulations, classified under Export Control Classification Number 2B350, controlled for Chemical and Biological Weapons Proliferation reasons and valued at approximately \$500,000, from Singapore to the People's Republic of China, India, Malaysia, the Philippines, Taiwan and Thailand without the Department of Commerce licenses required by Section 742.2(a) of the Regulations. In so doing, Flowserve Singapore committed 96 violations of Section 764.2(a) of the Regulations.

WHEREAS, BIS and Flowserve Singapore have entered into a Settlement Agreement pursuant to Section 766.18(a) of the Regulations, whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein; and

WHEREAS, I have approved of the terms of such Settlement Agreement; IT IS THEREFORE ORDERED:

FIRST, Flowserve Singapore shall be assessed a civil penalty in the amount of \$510,000, which shall be paid to the U.S. Department of Commerce within 30 days of the date of this Order. Payment shall be made in the manner specified in the attached instructions.

SECOND, that, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2000)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, Flowserve Singapore will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, Flowserve Singapore shall complete an external audit of its export controls compliance program, as set forth in this paragraph. Flowserve Singapore shall hire an

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unaffiliated third party consultant with expertise in U.S. export control laws to conduct the external audit of its compliance with U.S. export control laws (including recordkeeping requirements), with respect to all exports or re-exports that are subject to the Regulations. The results of the audit, including any relevant supporting materials, shall be submitted to the Department of Commerce, Bureau of Industry and Security, Office of Export Enforcement, 525 South Griffin Street, Room 622, Dallas, TX 75202 ("BIS Dallas Field Office"). The audit shall cover the 12-month period beginning on the date of this Order, and the related report shall be due to the BIS Dallas Field Office no later than nineteen (19) months from the date of this Order. Said audit shall be in substantial compliance with the EMS sample audit module, and shall include an assessment of Flowserve Singapore's compliance with the Regulations. The EMS sample audit module is available on the BIS web site at <a href="http://www.bis.doc.gov/complianceandenforcement/revised\_emcp\_audit.pdf">http://www.bis.doc.gov/complianceandenforcement/revised\_emcp\_audit.pdf</a>. In addition, where said audit identifies actual or potential violations of the Regulations, Flowserve Singapore must promptly provide copies of the pertinent air waybills and other export control documents and

FOURTH, that the full and timely payment of the civil penalty in accordance with the payment schedule set forth above, and the timely completion and submission of the results of the audit set forth above, are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Flowserve Singapore. Accordingly, if Flowserve Singapore should fail to pay the civil penalty in full or in a timely manner or fail to complete and submit the results of the audit in a timely manner, the undersigned may issue an Order denying all of Flowserve Singapore's export privileges under the Regulations for a period of one year from, respectively, the date the

supporting documentation to the BIS Dallas Field Office.

Order Flowserve Pte. Ltd. Page 4 of 4

penalty payment is due or the date by which the results of the completed audit are to be submitted.

FIFTH, that the Proposed Charging Letter, the Settlement Agreement, and this Order shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.

David W. Mills

Assistant Secretary of Commerce for Export Enforcement

Issued this 28 day of September, 2011.

## UNITED STATES DEPARTMENT OF COMMERCE BUREAU OF INDUSTRY AND SECURITY WASHINGTON, D.C. 20230

In the Matter of:	
	)
Flowserve Pte. Ltd.	)
33 Changi South, Avenue 2	)
Singapore 486445	)
	)
Respondent	)

#### SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Flowserve Pte. Ltd. ("Flowserve Singapore") and the Bureau of Industry and Security, U.S. Department of Commerce ("BIS") (collectively, the "Parties"), pursuant to Section 766.18(a) of the Export Administration Regulations (the "Regulations"), issued pursuant to the Export Administration Act of 1979, as amended (the "Act").

WHEREAS, BIS has notified Flowserve Singapore of its intention to initiate an administrative proceeding against it, pursuant to the Act and the Regulations;

<sup>&</sup>lt;sup>1</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2011). The charged violations occurred between 2002 and 2006. The Regulations governing the violations at issue are found in the 2002-2006 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2002-2006)). The 2011 Regulations set forth the procedures that apply to this matter.

<sup>&</sup>lt;sup>2</sup> 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R. 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 12, 2011 (76 Fed. Reg. 50661 (Aug. 16, 2011)), continues the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.).

Settlement Agreement Flowserve Pte. Ltd. Page 2 of 7

WHEREAS, BIS has issued a Proposed Charging Letter to Flowserve Singapore that alleges that Flowserve Singapore committed 96 violations of the Regulations, specifically:

Charges 1-96

15 C.F.R. § 764.2(a) - Engaging in Prohibited Conduct by Reexporting Valves, Pumps and Valve and Pump Components Controlled for Chemical and Biological Weapons Proliferation Reasons Without the Required Government Authorization

On 96 occasions between on or about October 22, 2002, and on or about September 30, 2006, Flowserve Singapore engaged in conduct prohibited by the Regulations by reexporting valves, pumps and valve and pump components, items subject to the Regulations, classified under Export Control Classification Number 2B350, controlled for Chemical and Biological Weapons Proliferation reasons and valued at approximately \$500,000, from Singapore to the People's Republic of China, India, Malaysia, the Philippines, Taiwan and Thailand without the Department of Commerce licenses required by Section 742.2(a) of the Regulations. In so doing, Flowserve Singapore committed 96 violations of Section 764.2(a) of the Regulations.

WHEREAS, Flowserve Singapore filed a voluntary self-disclosure with BIS's Office of Export Enforcement;

WHEREAS, Flowserve Singapore has reviewed the Proposed Charging Letter and is aware of the allegations made against it and the administrative sanctions which could be imposed against it if the allegations are found to be true;

WHEREAS, Flowserve Singapore fully understands the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement will issue if he approves this Agreement as the final resolution of this matter;

WHEREAS, Flowserve Singapore enters into this Agreement voluntarily and with full knowledge of its rights after having consulted with counsel;

WHEREAS, Flowserve Singapore states that no promises or representations have been made to it other than the agreements and considerations herein expressed; Settlement Agreement Flowserve Pte. Ltd. Page 3 of 7

WHEREAS, Flowserve Singapore neither admits nor denies the allegations contained in the Proposed Charging Letter;

WHEREAS, Flowserve Singapore wishes to settle and dispose of all matters alleged in the Proposed Charging Letter by entering into this Agreement; and WHEREAS, Flowserve Singapore agrees to be bound by the Order, if issued; NOW THEREFORE, the Parties hereby agree as follows:

- BIS has jurisdiction under the Regulations in connection with the matters alleged in the Proposed Charging Letter.
- 2. The following sanctions shall be imposed against Flowserve Singapore in complete settlement of the alleged violations of the Regulations relating to the transactions specifically detailed in the Proposed Charging Letter:
  - a. Flowserve Singapore shall be assessed a civil penalty in the amount of \$510,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of the Order. Payment shall be made in the manner specified in the attached instructions.
  - b. Flowserve Singapore shall complete an external audit of its export controls compliance program. Flowserve Singapore shall hire an unaffiliated third party consultant with expertise in U.S. export control laws to conduct the external audit of its compliance with U.S. export control laws (including recordkeeping requirements), with respect to all exports or re-exports that are subject to the Regulations. The results of the audit, including any relevant supporting materials, shall be submitted to the Department of Commerce, Bureau of Industry and Security, Office of Export Enforcement, 525 South Griffin Street,

the BIS Dallas Field Office.

Room 622, Dallas, TX 75202 ("BIS Dallas Field Office"). The audit shall cover the 12-month period beginning on the date of the Order, and the related report shall be due to the BIS Dallas Field Office no later than nineteen (19) months from the date of the Order. Said audit shall be in substantial compliance with the EMS sample audit module, and shall include an assessment of Flowserve Singapore's compliance with the Regulations. The EMS sample audit module is available on the BIS web site at <a href="http://www.bis.doc.gov/complianceandenforcement/revised\_emcp\_audit.pdf">http://www.bis.doc.gov/complianceandenforcement/revised\_emcp\_audit.pdf</a>. In addition, where said audit identifies actual or potential violations of the Regulations, Flowserve Singapore must promptly provide copies of the pertinent air waybills and other export control documents and supporting documentation to

c. The full and timely payment of the civil penalty agreed to in paragraph 2.a, above, and the timely completion and submission of the results of the audit agreed to in paragraph 2.b, above, are hereby made conditions to the granting, restoration, or continuing validity of any export license, permission, or privilege granted, or to be granted, to Flowserve Singapore. Failure to make full or timely payment of the civil penalty set forth above may result in the denial of all of Flowserve Singapore's export privileges for a period of one year from the date the penalty payment is due. Failure to complete and submit the results of the audit agreed to in paragraph 2.b, above, within the deadline established in that paragraph also may result in the denial of all of Flowserve Singapore's export

Settlement Agreement Flowserve Pte. Ltd. Page 5 of 7

privileges for a period of one year from the date on which the results of the completed audit are to be submitted.

- 3. Subject to the approval of this Agreement pursuant to paragraph 8 hereof, Flowserve Singapore hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if issued), including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if entered; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Flowserve Singapore also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, for the time period from the date of the Order, if issued, until the later of the date Flowserve Singapore pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement or the date Flowserve Singapore submits the results of the completed compliance audit agreed to in Paragraph 2.b of this Agreement, in connection with any violation of the Act or the Regulations arising out of the transactions identified in the Proposed Charging Letter, or in connection with collection of the civil penalty or enforcement of the Agreement and Order, if issued.
- 4. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a above, and timely completion and submission of the results of the audit as set forth in Paragraph 2.b above, BIS will not initiate any further administrative proceedings against Flowserve Singapore in connection with any violation of the Act or the Regulations arising out of the transactions specifically detailed in the voluntary self-disclosure and the Proposed Charging Letter.

Settlement Agreement Flowserve Pte. Ltd. Page 6 of 7

- 5. BIS will make the Proposed Charging Letter, this Agreement, and the Order, if issued, available to the public.
- 6. This Agreement is for settlement purposes only. Therefore, if this

  Agreement is not accepted and the Order is not issued by the Assistant Secretary of

  Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no

  Party may use this Agreement in any administrative or judicial proceeding and the Parties
  shall not be bound by the terms contained in this Agreement in any subsequent
  administrative or judicial proceeding.
- 7. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if issued; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.
- 8. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by issuing the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record.
- 9. Each signatory affirms that he has authority to enter into this Settlement Agreement and to bind his respective party to the terms and conditions set forth herein.

Settlement Agreement Flowserve Pte. Ltd. Page 7 of 7

# BUREAU OF INDUSTRY AND SECURITY U.S. DEPARTMENT OF COMMERCE

Douglas R. Hassebrock

Director

Office of Export Enforcement

FLOWSERVE PTE. LTD.

John M. Nanos

Director

Date: 9-21-11

### PROPOSED CHARGING LETTER

### REGISTERED MAIL - RETURN RECEIPT REQUESTED

Flowserve Pte. Ltd. 33 Changi South, Ave 2 Singapore 486445

Attention: John M. Nanos, Director

Dear Mr. Nanos:

The Bureau of Industry and Security, United States Department of Commerce ("BIS"), has reason to believe that Flowserve Pte. Ltd., of Singapore ("Flowserve Singapore"), committed 96 violations of the Export Administration Regulations (the "Regulations"), which are issued under the authority of the Export Administration Act of 1979, as amended (the "Act"). Specifically, BIS charges that Flowserve Singapore committed the following violations:

Charges 1-96

15 C.F.R. § 764.2(a) - Engaging in Prohibited Conduct by Reexporting Valves, Pumps and Valve and Pump Components Controlled for Chemical and Biological Weapons Proliferation Reasons Without the Required Government Authorization

As described in greater detail in the attached Schedule of Violations, which is incorporated herein by reference, on 96 occasions between on or about October 22, 2002, and on or about September 30, 2006, Flowserve Singapore engaged in conduct prohibited by the Regulations by reexporting valves, pumps and valve and pump component, items subject to the Regulations, classified under Export Control Classification Number ("ECCN") 2B350, controlled for Chemical and Biological Weapons Proliferation reasons and valued at approximately \$500,000, from Singapore to the People's Republic of China, India, Malaysia, the Philippines, Taiwan and Thailand without the Department of Commerce licenses required by Section 742.2(a) of the Regulations. In so doing, Flowserve Singapore committed 96 violations of Section 764.2(a) of the Regulations.

\* \* \* \* \* \* \*

<sup>&</sup>lt;sup>1</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2011). The charged violations occurred between 2002 and 2006. The Regulations governing the violations at issue are found in the 2002 through 2006 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2002-2006)). The 2011 Regulations establish the procedures that apply to this matter.

<sup>&</sup>lt;sup>2</sup> 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 12, 2011 (76 Fed. Reg. 50,661 (Aug. 16, 2011)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.).

Flowserve Pte. Ltd. Proposed Charging Letter Page 2 of 6

Accordingly, Flowserve Singapore is hereby notified that an administrative proceeding is instituted against it pursuant to Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of \$250,000 per violation, or twice the value of the transaction that is the basis of the violation<sup>3</sup>;
- Denial of export privileges; and/or
- Exclusion from practice before BIS.

If Flowserve Singapore fails to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. See 15 C.F.R. §§ 766.6 and 766.7 (2011). If Flowserve Singapore defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Flowserve Singapore. The Under Secretary for Industry and Security may then impose up to the maximum penalty on the charges in this letter.

Flowserve Singapore is further notified that it is entitled to an agency hearing on the record if it files a written demand for one with its answer. See 15 C.F.R. § 766.6 (2011). Flowserve Singapore is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. See 15 C.F.R. §§ 766.3(a) and 766.4 (2011).

Flowserve Singapore is further notified that under the Small Business Regulatory Enforcement Flexibility Act, Flowserve Singapore may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter. To determine eligibility and get more information, please see: <a href="http://www.sba.gov/ombudsman/">http://www.sba.gov/ombudsman/</a>.

The Regulations provide for settlement without a hearing. See 15 C.F.R. § 766.18 (2011). Should Flowserve Singapore have a proposal to settle this case, Flowserve Singapore or its representative should transmit it to the attorney representing BIS named below.

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, Flowserve Singapore's answer must be filed in accordance with the instructions set forth in Section 766.5(a) of the Regulations with:

U.S. Coast Guard ALJ Docketing Center 40 S. Gay Street Baltimore, Maryland 21202-4022

In addition, a copy of Flowserve Singapore's answer must be served on BIS at the following address:

<sup>&</sup>lt;sup>3</sup> International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

Flowserve Pte. Ltd. Proposed Charging Letter Page 3 of 6

Chief Counsel for Industry and Security Attention: Greg Michelsen, Esq., and Elias Wolfberg, Esq. Room H-3839 United States Department of Commerce 14th Street and Constitution Avenue, N.W. Washington, D.C. 20230

Greg Michelsen and Elias Wolfberg are the attorneys representing BIS in this case; any communications that Flowserve Singapore may wish to have concerning this matter should occur through them. Mr. Michelsen and Mr. Wolfberg may be contacted by telephone at (202) 482-5301.

Sincerely,

Douglas R. Hassebrock Director Office of Export Enforcement

Enclosure

# Flowserve Pte. Ltd. Proposed Charging Letter Schedule of Violations

Violation Export					
Number	Date	Item	ECCN	Destination	Violation
1	2/11/03	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
2	5/12/03	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
3	8/26/03	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
4	8/26/03	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
5	9/23/03	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
6	10/21/03	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
7	11/5/03	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
8	10/12/04	Pump and pump components	2B350	PRC	15 C.F.R. §764.2(a)
9	1/24/05	Pump and pump components	2B350	PRC	15 C.F.R. §764.2(a)
10	1/26/05	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
11	2/3/05	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
12	6/22/05	Valves and valve components	2B350	PRC	15 C.F.R. §764.2(a)
13	11/5/02	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
14	11/25/02	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
15	12/2/02	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
16	12/9/02	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
17	12/12/02	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
18	12/12/02	Pump and pump components	2B350	India	15 C.F.R. §764.2(a)
19	1/8/03	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
20	3/10/03	Pump and pump components	2B350	India	15 C.F.R. §764.2(a)
21	3/14/03	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
22	3/26/03	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
23	3/26/03	Valves and valve components	2B350	India	15 C.F.R. §764.2(a)
24	3/5/06	Valves and valve components	2B350	Malaysia	15 C.F.R. §764.2(a)
25	9/30/06	Valves and valve components	2B350	Malaysia	15 C.F.R. §764.2(a)
26	8/4/05	Pump and pump components	2B350	Philippines	15 C.F.R. §764.2(a)
27	10/22/02	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
28	10/28/02	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
29	10/28/02	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
30	11/12/02	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
31	11/28/02	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
32	12/18/02	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
33	1/4/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
34	1/22/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
35	1/28/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
36	1/29/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
37	2/5/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
38	2/21/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
39	4/8/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
40	4/23/03	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)

Violation	P		25/5//////25/4		
Number	Export Date	ltem	ECCN	Destination	Violation
41	4/23/03	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
42	5/8/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
43	7/29/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
44	9/5/03	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
45	9/5/03	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
46	9/18/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
47	10/22/03	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
48	10/22/03	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
49	11/6/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
50	11/12/03	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
51	1/27/04	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
52	1/28/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
53	1/28/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
54	2/4/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
55	3/11/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
56	6/11/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
57	8/5/04	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
58	8/31/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
59	10/13/04	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
60	12/10/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
61	12/29/04	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
62	12/29/04	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
63	12/29/04	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
64	1/3/05 .	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
65	1/4/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
66	1/12/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
67	1/12/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
68	1/18/05	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
69	1/28/05	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
70	3/17/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
71	6/23/05	Valves and valve components	2B350	Taiwan	15 C.F.R. §764.2(a)
72	12/15/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
73 74	3/17/04	Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a)
75	3/25/04	Pump and pump components		Taiwan Taiwan	15 C.F.R. §764.2(a)
	4/13/04	Pump and pump components	2B350		15 C.F.R. §764.2(a)
76 77	4/13/04 4/28/04	Pump and pump components	2B350 2B350	Taiwan Taiwan	15 C.F.R. §764.2(a)
78	5/4/04	Pump and pump components  Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a) 15 C.F.R. §764.2(a)
79	5/27/04	Pump and pump components  Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a)
80	6/30/04	Pump and pump components  Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a)
81	8/10/04	Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a)
82	8/25/04	Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a)
83	8/25/04	Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a)
84	9/1/04	Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a)
85	9/3/04	Pump and pump components	2B350 2B350	Taiwan	15 C.F.R. §764.2(a)
0.0	7/3/04	ramp and pamp components	20330	I aiwaii	13 C.F.R. 8/04.2(a)

Violation Number	Export Date	Item	ECCN	Destination	Violation
86	9/14/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
87	9/21/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
88	10/12/04	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
89	3/23/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
90	3/30/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
91	4/12/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
92	4/25/05	Pump and pump components	2B350	Taiwan	15 C.F.R. §764.2(a)
93	5/11/05	Valves and valve components	2B350	Thailand	15 C.F.R. §764.2(a)
94	5/27/05	Valves and valve components	2B350	Thailand	15 C.F.R. §764.2(a)
95	7/11/06	Valves and valve components	2B350	Thailand	15 C.F.R. §764.2(a)
96	8/10/06	Valves and valve components	2B350	Thailand	15 C.F.R. §764.2(a)