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District Attorney's Office of the Augsburg District Court

Case Number: 501 Js 20894/90 /F1

Bill of Indictment in the case against

1. Eyerle Anton  
born 26 August, 1923 in Kaufbeuren, occupation: salesman.

Last known residence: Stettinger Strasse 14, 8950 Kaufbeuren;  
In custody in Landsberg Prison in connection with this case since 14 February, 1992 pursuant to an arrest warrant issued 3 February 1992 by the Augsburg District Court per the version of 6 May, 1992;

Date set for the second hearing at the State Superior Court: 28 December 1992

Defense Counsel:

Dr. Wolfgang Hammerla und Robert Chasklowicz, Attorneys-At-Law, with offices at Am Bleichanger 5,  
8950 Kaufbeuren;

Power of attorney: 3 September, 1990 (p. 36 Export Div.)

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2. Dittel Walter

born 31 March, 1926 in Tropau, occupation: technical managing director; citizen of the Federal Republic of Germany,

Last known residence: Koenigsbergerstrasse 15, 851 Zellererg/Rieden.

In custody since 14 February 1992 in Munich-Stadelheim Prison in connection with this case pursuant to an arrest warrant issued 3 February 1992 by the Augsburg District Court, version of 6 May, 1992:

Second hearing by the State Superior Court scheduled for 28 December, 1992

Defense Counsel:

Dr. Wolfgang Kreuzer and Klaus Peter Schneider, Attorneys-At-Law, with offices at Hesstrasse 90, 8000 Munich 40:

Power of attorney: 20 February 1992 (p. 452 Export Div);

Robert Hasl, Attorney-At-Law, Bayerstrasse 1, 8000 Munich 2:

Power of attorney: 3 November, 1992 (p. 1205 Export Div);

3. Venkataramanan Subramaniam,

a.k.a. Venkat, born 12 January, 1949 in Thanjavor/India, occupation: trade director and managing director; citizen of India,

Last known address: Franzensbader Strasse 4, 8950 Kaufbeuren.

In custody at Augsburg Prison in connection with this case since 14 February, 1992 pursuant to an arrest warrant issued 3 February, 1992 by the Augsburg District Court, version of 6 May, 1992;

Date set for the second hearing at the State Superior Court: 28 December, 1992

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Defense Counsel:

Wilhelm Seitz, Attorney-At-Law, Augsburg Strasse 32, 8906 Gersthofen; power of attorney: 17 February, 1992 (p. 337 Export Div);

As part of its investigation, the District Attorney's Office of the Augsburg State Court presents the following information against the defendants:

I.

Mr. Eyerle is managing director of and sole partner in Eyerle GmbH, a company located at Gewerbestrasse 61, (in Kaufbeuren; zip code 8950). Eyerle GmbH is, in turn, a general partner of the Rhein-Bayern Fahrzeugbau GmbH & Co. KG, located at Gewerbestrasse 61, 8950 Kaufbeuren. Mr. Venkat has worked at Rhein-Bayern Fahrzeugbau GmbH & Co. KG in an export capacity and has been director of exports since 1988.

Since 1 August, 1989 Mr. Eyerle has been managing director of and sole partner in Rhein-Bayern-Avoinic-Dittel GmbH, located at Rudolf-Diesel-Strasse 4, 8910 Lansberg/Lech. Both Mr. Dittel and the co-defendant Mr. Venkat have been co-managing directors at Rhein-Bayern-Avoinic-Dittel GmbH since 4 September, 1989. Mr. Dittel was previously majority partner and sole partner in the company.

The defendants had a close working relationship which began in 1988 and maintained this relationship without interruption after Mr. Eyerle's sale of Avoinic-Dittel GmbH. The defendants consciously and knowingly divide the tasks connected with the Iraq business deal in the following manner:

Mr. Eyerle assumed senior management responsibility at both companies and constantly involved himself in the details of business proceedings. He had knowledge of everything that occurred.

Mr. Venkat was responsible for sales acquisition for both companies as well as for export. He was also took responsibility on behalf of Mr. Eyerle for the business affairs of the sister company Avionic-Dittel GmbH.

Mr. Dittel's primary role lay in the solving of technical problems and in the procurement of vendors and materials. He was also directly involved in the details of the export business. The defendants always maintained close contact with one another.

It was under these circumstances that the defendants conducted export dealings in Iraq during the period between 1987 and 1990 without the approval of the appropriate authorities at the Bundesamt fuer Wirtschaft (BAW) [Federal Export Licensing Office], now know as the Bundesausfuhramt (BAFA) [Federal Export Office]. Up until February

1988, Mr. Eyerle also worked closely with the then managing director of Eyerle GmbH, Ms Vera Khogali-Ismail - formerly Foerg. Ms Khogali-Ismail is being investigated in a separate case.

The defendants possessed no approval from the Ministry of Economics for the possession, manufacturing or exporting of arms materials. The same was true for the operation of explosives.

The defendants were aware that the exported goods were planned to be used solely for military purposes. They were aware that they needed the appropriate authorizations for the possession and manufacture of arms materials as well as for the operation of explosive materials. However, after realizing that such authorizations could not be obtained, they abandoned their efforts to do so and engaged in the activities mentioned in the following sections of this document.

The total value of the goods exported to Iraq was estimated at 29,666,000.00 marks.

## II.

### Possession and Manufacturing of Missile Fuzes

#### 1. Ship-to-ship Styx Missiles

At some point during the first six months of 1989, the defendants had in their possession a complete fuzing system of the soviet-made Styx SSN-2 ship-to-ship missile. Customers in Iraq had given it to them for the purpose of reverse-engineering it.

During the first six months of 1989, the defendants were able to reproduce the components of this fuzing system in large quantities, however, they were unable to make further progress. There were problems with the crush/g-sensor unit, plug and cowl. Between the summer of 1989 and the summer of 1990, the defendants manufactured each of the eight components of the detonator in quantities ranging from 1,000 to 8,000, with 2,000 internal and 2,000 external contacts being manufactured as well.

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## 2. Scud-B

The defendants began to assist the Iraqis with their modernization efforts in connection with the Soviet-made Scud-B (named Project 144 and Project 1728).

It was in this context that the defendants - or unsuspecting suppliers hired by them - copied almost perfectly the Scud-B fuzing components and produced them in large quantities. To assist them, they used as their model original parts made by the Soviets and provided by Iraqi engineers and members of the Iraqi military.

The defendants manufactured the following components: crush and g-sensor unit (comprising the internal and external crush sensors, contact support, inertial detonator, base plate), the barometric block (comprising the housing, housing cover, aneroid switches, adjustable control board, adjustment boxes, spring switches and other switches), and the nose fuze (comprising the safety and arming unit).

The parts listed in Section III below were exported to Iraq.

The defendants knew that they did not possess the correct approval from the Minister of Economics to possess [or] to manufacture war weapons. They were aware that the parts which they had manufactured and exported were capable of being used as war weapons.

## III.

The details of the export dealings are as follows:

### 1. Components of the Scud-B Missiles and Components needed for their Modification

Between 30 June, 1989 and 25 July, 1990, the defendants provided Nassr Enterprise for Mechanical Industry (a company in Taji, Baghdad, Iraq) with large numbers of parts used to build and modernize Scud-B missiles. Twenty-four partial deliveries were made.

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The parts were for the missile detonation system. The total estimated value of the deliveries was 1,207,900 marks.

The following components were delivered:

Herion Pressure switches. Maximum 30 bar, Count: 3,000

Pressure switches. Count: 1,160

Aneroid Switches. Count: 2,740

Reyton Housing. Count: 1,101

Contact Covers. Count: 1,000

Supports 2 and 3. Count: 2,000 of each

Block Connection Board. Count: 1,000

Stators. Count: 1,980

Solenoid Switches. Count: 478

Mechanical Levers. Count: 500

Sleeves. Count 1,000

Connectors for Pressure Switch. Count: 2,600

G-Switches. Count: 3,000

The defendants exported additional Scud-B components to Iraq in 21 shipments between 26 January and 19 July, 1990. The value of these components was estimated at 931,990.27 marks. The shipments comprised the following:

type gb plugs and sockets (manufacturer: Amphenol)  
Teflon and PVC wire  
relays  
diodes  
integrated circuits  
wound springs. Count: 2,000

The defendants did not apply for an export license. Such components require an export license pursuant to Part I, Section A, Item 0004 of the export list of the AWG [Foreign Trade and Payments Act].

## 2. Sterilization Furnaces

An invoice of 21 December, 1987 shows that Mr. Eyerle and Ms Khogali delivered five high-temperature furnaces used for the sterilization of artillery rounds to a company called Huteen in Iraq. Included in the delivery were five temperature selectors and 15 specially-constructed trolleys.

The value of this delivery was 341,625.00 marks. No license was obtained from the BAW even though the goods fall under Part I, Section A, Item 0007 of the AWG export list.

## 3. Artillery shell cleaning system

Between 29 September, 1987 and 27 May, 1988, Mr. Eyerle did knowingly collaborate with Mr. Venkat and with Ms Khogali to effect the sale of components of a cleaning and etching system used to recalibrate and reload artillery casings. Delivery was made in 21 separate shipments. The sale was made without first obtaining the appropriate license.

The total value of the deliveries was 5,851,069 marks.

The systems and components were specially constructed for a specific purpose and fall under Part I, Section A, Item 0018 of the AWG export list.



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4.

Power Amplifiers and other Electronic Components used to outfit Unimogs as Communications Shelters

Between 30 September, 1988 and 21 May, 1990, the defendants delivered to the company TSMID (Technical and Scientific Materials Importation Division located in Baghdad, Iraq) electronic equipment and accessories used to outfit Unimog vehicles as mobile jamming stations and as radio communications stations. The 20 shipments of these components had a total value of 4,011,047 marks.

The defendants did not obtain the appropriate license from the BAW.

All of the components required an export license pursuant to Part I, Section A, Item 0011 of the export list.

5. Personal computer and peripherals and software

On 21 September and 16 November, 1989, the defendants delivered a computer system (price: 29,481.60 marks) used in the manufacture of printed circuit boards to Nassr State Enterprise for Mechanical Industries in Iraq. The computer systems included:

Mtek MS 21 personal computer  
Eizo 1970 16" color monitor  
Sekonic SPL-800 XY Plotter  
Epsom [sic] LQ-500 dot matrix printer  
accompanying software

Nassr is a manufacturer of arms goods, especially missiles.

The export of such items required an export license pursuant to Part I, Section C, Item 1565 h of the AWG export list.

The defendants did apply for such a license on 27 February, 1989. However, once they realized that they would be unsuccessful in obtaining it, they exported the items without it.

6. Floating bodies

Sometime after 29 April, 1990, the defendants obtained at least six floating bodies from Ernst Reinhardt GmbH (in Villingen) using KUW Engineering GmbH as the intermediary; they exported four of the floating bodies to Iraq.

The floating bodies were planned for use in the warheads of 122mm missiles intended to carry chemical agents.

As these items were intended for military purposes, they required an export license. Floating bodies fall under Part I, Section A, Item 0007 of the export list.

#### 7. Molds for Artillery Shell Transport Containers

Between 28 October, 1988 and 22 March, 1989, the defendants exported to Iraq two transport container molds and their corresponding cowls. The items were valued at 4,726,390.50 marks.

The defendants did not obtain an export license for the molds. The molds were considered to be items specially-constructed for use in a manufacturing process pursuant to Part I, Section A, Item 0019 of the AWG export list and as such required an export license.

#### 8. Components of Gas Ultracentrifuges

Between 26 January and 21 May, 1990, the defendants exported 240,000 ferrite and 10,000 ringband cores in 8 separate shipments. The components were used in the manufacture of hysteresis motors found in gas ultracentrifuges; gas ultracentrifuges are used in the uranium enrichment process.

In addition, a complete stator was manufactured at the defendants' facility and given to an Iraqi national in the spring of 1990 for export to Iraq sometime later.

The defendants exported the parts without possessing the necessary export documentation from the BAW. The parts are considered to be specially-constructed and as such require export approval pursuant to Part I, Section B, Item 0201 of the AWG export list.

#### 9. Additional Exports

a) On 11 December, 1988, 12 April, 1989, 7 March, 1990 and 13 June, 1990, the

defendants shipped 50 powdered graphite to Huteen (and on 7 April to its successor company Nisan) in Iraq. Because of its special properties (i.e. its use in the uranium enrichment process and its role in missile technology), the graphite could only have been intended for military use.

The additional exports were valued at 288,719.25 marks.

b) On 8 March, 1989, the defendants shipped 200 graphite rods worth 173,730 marks to Nassr in Iraq. The graphite was to be used to manufacture Scud-B components meant to withstand extremely high temperatures (e.g.: nose cones and tail assemblies).

c) On 28 March, 1989, the defendants shipped 2,613.70 meters of asbestos material (thickness: 2.5-3.0mm) worth 81,848.07 marks to Nassr in Iraq. The materials was to be used as an insulator in Scud-B missiles.

The defendants did not have the necessary export approval for these items, which are covered in Part I, Section A, Item 0004 of the AWG export list.

By exporting such war weapons to a war and crisis zone, the defendants caused considerable international attention to be focused on the Federal Republic of Germany and thereby made it more difficult for the FRG to realize its foreign policy goals. Such exports also served to support Iraq in its war efforts directed against the peoples of the Middle East.

#### IV

##### Possession of Rotors with Electronic Detonators

Between Autumn 1990 and February 1991, the defendants had in their possession at least two rotors with electronic detonators containing explosive materials. The defendants transported at least one of the rotors to a company called Ros (in Coburg) and then back to Kaufbeuren.

Subsequent to this, Mr. Venkat gave the explosive rotors to a Swiss national named Hauser in order to circumvent German arms control measures.

The defendants did not possess approval per § 7 of the Law on Explosive Materials and were aware of this. Also, the defendants knew that the components contained explosives.

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V.

Export shipments after 6 August, 1990

After direct imports to Iraq were no longer possible due to the embargo resulting from UN Resolution 661, the defendants shipped their Iraq-bound exports via Yugoslavia and Cyprus.

This shipment method was used on 29 August, 1990 when the defendants shipped over 2,000 rotor plates used in the fuze system of the Scud-B.

Sometime after 22 August, 1990, the defendants also used this method to ship 3,000 G-switches to Iraq.

The defendants were aware that these actions were a violation of the trade barriers contained in UN Resolution 661 and of German law.

Also, the defendants planned to export the remaining parts via Yugoslavia and Cyprus, however, this was prevented as a result of investigations conducted by the Augsburg District Attorney's Office and by the Federal Customs Office.

VI.

The defendants did knowingly and intentionally collaborate with one another. Mr. Dittel was not involved in the actions III 2 (sterilization furnaces) and III 3 (artillery shell cleaning systems). Mr. Venkat did not become involved in the actions until December 1987.

Mr. Eyerle collaborated with Ms Khogali-Ismael on earlier occasions. As it relates to points II 1 and 2 as well as to points III 1-9, both Mr. Eyerle and Ms Khogali-Ismael acted in a pre-meditated manner.

The defendants acted with the intent to make money.

The charges are as follows:

the defendants Eyerle and Venkat did - in the absence of necessary federal approval - collaborate to:

a) gain control over a war weapon (Section II, Item 1) and manufacture war weapons (Section II, Item 1),

b) possess, manufacture and export war weapons (Section II, Item 2 and Section III, Item 1),

violate (Mr. Eyerle in eight additional instances; Mr. Venkat in 7 additional instances) an ordinance issued per § 7 and § 2 of the AWG and thereby significantly endanger the foreign affairs of the FRG as well as the peaceful coexistence between nations (Section III, Items 2-9 for Mr. Eyerle; Section III, Items 3-9 for Mr. Venkat),

c) violate an ordinance issued per § 7 and § 2 of the AWG and thereby significantly endanger the foreign affairs of the FRG as well as the peaceful coexistence between nations (Section V),

d) obtain and transport explosive materials (Section IV);

Mr. Eyerle did collaborate with others in the absence of necessary federal approval to do the following:

a) a) gain control over an implement of war (Section II, Item 1) and manufacture war weapons (Section II, Item 1),

b) possess, manufacture and export an implement of war (Section II, Item 2 and Section III, Item 1),

violate in six additional instances an ordinance issued per § 7 and § 2 of the AWG and thereby significantly endanger the foreign affairs of the FRG as well as the peaceful coexistence between nations (Section III, Items 4-9),

c) violate an ordinance issued per § 7 and § 2 of the AWG and thereby significantly endanger the foreign affairs of the FRG as well as the peaceful coexistence between nations (Section V),

The defendants Eyerle, Venkat and Dittel are punishable according to:

§ 16, Par. 1, No. 1, 2 and 4, Par. 2 KWKG [War Weapons Control Act] in the version concerning the amendment to the Weapons Law of 31 May, 1978; § 22 a, Par. 1, No. 1, 2 and 4, Par. 2 KWKG in the version concerning the announcement of 22 November, 1990 and Part B IX No. 57 and Par. II No. 8 of the appendix to § 1, Par. 1 KWKG in the version of the 5th Regulation Concerning the Amendment to the War Weapons List of 22 July, 1987; § 34, Par. 1, No. 2 and 3 and 33 Par. 1 AWG in the version of the 3rd and 5th Law concerning the Amendment to the AWG of 29 March, 1976 and 20 July, 1990; § 34, Par. 2, No. 2 and 3 and § 33, Par. 1 AWG in the version of the 7th Law Concerning the Amendment to the AWG of 28 February, 1992; § 70, Par. 1, No. 1 a Foreign Trade and Payments Ordinance of 18 December, 1986; § 70, Par. 1, No. 1 Foreign Trade and Payments Ordinance in the version of the 1st and 2nd Ordinance Concerning the Amendment to the Foreign Trade and Payments Ordinance of 14 December, 1987 and 27 February, 1989; § 34, Par. 1, No. 2 and 3, Par. 3, Item 1 and § 33, Par. 1 AWG in the version of the 3rd and 5th Law Concerning the Amendment to the AWG of 29 March, 1976 and 20 June, 1990; § 70, Par. 1, No. 1 a Foreign Trade and Payments Ordinance of 18 December, 1986; § 70, Par. 1, No. 1 Foreign Trade and Payments Ordinance in the version of the 1st and 2nd Ordinance on the Amendment to the Foreign Trade and Payments Ordinance of 14 December, 1989; § 70, Par. 1, Item 9 and § 69 a, Par. 1, Item 2; § 69 b Foreign Trade and Payments Ordinance in the version of 11 August, 1990; § 40, Par. 1, Item 1 and § 7, Par. 1, No. 1 Law on Explosives (excepting the defendant Dittel), § 2, Par. 1 and 3; § 14, Par. 1, No. 2 and 3, Par. 2, No. 1; § 25, Par. 2, 53 StGB [German Penal Code].

## Results of the investigations

1. The defendants agree to some of the disputed points as a basis for argument, but reject participation in a final arraignment.

The defendants deny any knowledge of the military applications of the goods they exported. They deny knowledge of having worked to further the Iraqi nuclear and missile programs. They deny that they were aware of the necessity of obtaining federal approval for their exports.

The arraignment will take place as follows:

Mr. Eyerle beginning 4 February, 1992  
pages 303-304, 328-329, 444-447, 824-838

Mr. Dittel  
pages 453-458, 808-811

Mr. Venkat  
pages 463-468, 808-811

The defendants Eyerle and Dittel submitted written testimonies as part of the review of sentence conducted by the Appellate Court (Mr. Eyerle: pages 1069-1077, Mr. Dittel: pages 899-912).

## 2. Affairs of Business; Complicity

Mr. Dittel was sole managing director of Avionic-Dittel GmbH in Landsberg up until 1 August, 1988. During that time - but no later than February 1988, Avionic-Dittel GmbH collaborated on technical matters with Rhein-Bayern Fahrzeugbau GmbH & Co. KG. As entries in the personal planners and appointment books of Mr. Eyerle and Mr. Venkat show, numerous meetings were conducted during this time to discuss shipments to Iraq.

Up until the time of Mr. Eyerle's takeover of Mr. Dittel's company, Mr. Eyerle was personally involved in negotiations with Iraqis in Iraq, acting in the capacity of managing director of Rhein-Bayern Fahrzeugbau GmbH & Co. KG. This is evident from the numerous entries in his personal planners and appointment books. These records provide detailed information about the points discussed during the negotiations.

This situation does not change significantly until the takeover of Mr. Dittel's company. At this point, Mr. Eyerle begins to give increasing attention to monitoring the negotiations with the Iraqis conducted by his export manager, Mr. Venkat. It therefore goes without saying that Mr. Eyerle remained constantly informed about important issues. As late as spring 1989, Mr. Eyerle himself traveled to Iraq with Mr. Venkat. These trips are recorded in his personal planners and appointment books.

On 4 September, 1989, Mr. Dittel and Mr. Venkat are made managing directors at Rhein-Bayern Avionic-Dittel GmbH.

According to consultancy contract of 19 July, 1989, Mr. Dittel is made a key person in senior management decisions. In § 1 of the contract, (pages 1233-1236), Mr. Dittel is clearly given responsibility for overseeing technical operations for Rhein-Bayern Avionic-Dittel GmbH. This section also describes the close cooperation required in his working relationship with the managing director (= Mr. Eyerle). Further, according to § 7, Mr. Dittel is obligated to act as an independent consultant. As the excerpt from the German Register of Corporations shows, Mr. Dittel - contrary to the testimony he gave before the Appellate Court - was not managing director of Rhein-Bayern Avionic-Dittel GmbH from 1 August to 4 September, 1989. Per a vote of stockholders held 4 September, 1989, he - and Mr. Venkat - became co-managing director along with Mr. Eyerle, who already held that position.

Thus, it become clear that the defendants divided their duties and that the export activities could not have occurred without the contribution of each one of them. In light of the magnitude of the shipments to Iraq (worth approximately 30 million marks), the work could not have been accomplished any other way.

The close collaboration which existed between the defendants (especially between Mr. Venkat and Mr. Dittel but also between the two of them and Mr. Eyerle) is evident in the entries in Mr. Venkat's personal planners and appointment books where he drew detailed illustrations of each phase of the dealings.

It was not necessary for each of them to know everything that the others were doing. How the tasks were divided among them is irrelevant. What is important is the common desire and the common control over what took place (compare Dreher/Troendle, 45th edition, § 25 StGB, Rd No. 7 with additional references).



Seen in this light, Mr. Eyerle's contribution lay in the financial support of Avionic-Dittel GmbH which enabled it to remain viable and allowed it to exploit Mr. Dittel's technical expertise. It is a sufficient proof of guilt when an accomplice provides intellectual and verbal support of a crime. This principle has been proven several times in jurisprudence (e.g. in the case of persons who give orders without themselves being physically present or in the case of moral leaders (cf. Dreher/Troendle, 45th edition, § 25 StGB, Rd No. 7 with additional references).

As regards the requirement of obtaining an export license, the fact that this responsibility lay with Mr. Venkat is inconsequential. As far as complicity is concerned, the German Federal Court has decided that even a situation in which an accomplice is not obligated to appear before authorities and does not owe customs duties constitutes complicity in cases of customs evasion (cf. BGHSt 31, 347).

The final deciding factor is the common desire to commit the crime on the part of the accomplices. Every co-conspirator is responsible for the success of the crime to the extent that he or she desired to be. Therefore, an accomplice does not have to have detailed knowledge of every crime committed by the group (cf. Dreher/Troendle, 45th edition, § 25 StGB, Rd No. 7 with additional references).

Thus, an "excess of complicity" can be assumed to exist which benefits Mr. Dittel if there was indeed explosive material present in one or two of the rotors. Investigators have concluded that Mr. Dittel had no knowledge of such material being present.

### 3. Individual shipments

#### Regarding Indictment Point II: Possession and Manufacturing of Missile Fuzes

Technical details are addressed by subject-matter expert Dr. Reinecke. In his opinion, the defendants possessed a complete impact fuze to a Styx ship-to-ship missile and had its components copied in large quantities.

The defendants possessed an original Scud-B fuze in the form of numerous components. They had the fuze components copied in large quantities in virtually complete form. Information on the completeness of the copied versions is contained in the report of expert witness Dr. Reinecke. According to his report, the impact fuzes were considered to be 100% complete and the other two fuze components were at least 80% complete. Dr. Reinecke thus estimated the completeness of the overall components to

be 90%. The "principle of modularity" can be applied here. This principle will be addressed later.

Prior to 10 August, 1989, the defendants gave a complete Styx missile fuze to the company Rafeld to reverse-engineer. Rafeld disassembled the fuze and removed it from the filling compound (EVIDENCE BINDER 92 and testimony of Rafeld and Bayer pages 707-711 and 1026-1028).

Mr. Venkat signed the order to have the components copied (order of 13 December, 1989). The order covered eight components to be copied in quantities of 100 to 800. Mr. Dittel had the company Albustin copy the internal contacts in quantities of 2,000 based on an order of 14 September, 1989. Mr. Dittel had the noseswitch copied by a company called Metalka (in Yugoslavia) in quantities of 2,000. This was in the Spring of 1990 (EVIDENCE BINDER 65, p. 5, 69, p. 3, 72, p. 305, 322, 407, 538, 540, 541 and 581, EVIDENCE BINDER 88, EVIDENCE BINDER 92 and 99).

Housings and covers were produced by Rafeld.  
(EVIDENCE BINDER 90, p. 296-298 Customs - Export Div., p. 667-674 Customs - Export Div.).

However, the order was canceled by Mr. Dittel; he selected Ros in Coburg instead. Mr. Dittel made a false statement when he stated that the order was for "level indicators".  
(p. 702-708 Customs - Export Div., depositions taken from Mr. Rafeld and Mr. Bayer as previously mentioned, file note regarding the search of the Ros facility, p. 752-753 Customs - Export Div., deposition of Mr. Langbein, p. 754-756 Export Div., deposition of Mr. Ros, p. 1187-1190 Customs - Export Div.).

The Iraqis gave the defendants numerous original Scud-B components. Evidence of this is found in the form of the confiscated parts and in the illustrations made by the defendants in their personal planners and appointment books. Further evidence exists in the form of correspondence - especially telexes - between the business partners. The defendants had almost 100% of the impact detonator, at least 80% of the barometric unit and at least 90% of the front fuze of the Scud. If we include the part (outfitted with a detonator) possessed by the witness Mr. Hauser, the front fuze was almost 100% complete. All in all, the defendants were in possession of at least 90% of a Scud fuzing system.

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The defendants copied and exported the components in large numbers.

The following components were manufactured and exported:

I. Components used in the manufacture or modification of Scud-B missile parts

The following parts were delivered to NASSR Enterprise for Mechanical Industries in Baghdad/Taji, Iraq:

EVIDENCE BINDER 29:

p. 90 order # 91662 of 6/13/90 for 90,000.00 marks  
750 pressure switches, max. pressure 30 bar

p. 95 order # 91922 of 6/30/89 for 76,500.00 marks  
638 pressure switches, max. pressure 30 bar

p. 97 order # 92023 of 7/6/89 for 72,000.00  
600 pressure switches, max. pressure 30 bar

p. 101 order # 92027 of 7/7/89 for 121,400.00 marks  
1,012 pressure switches, max. pressure 30 bar

p. 103 order # 92462 of 8/25/89 for 74,200.00 marks  
1,000 reyton housings

p. 110 order # 92923 of 10/2/89 for 665.70 marks  
two stator samples

p. 142 order # 93917 of 12/19/89 for 68,815.00 marks  
500 units pressure switches

p. 146 order # 93974 of 12/22/89 for 15,400.00 marks  
1,000 sleeves

p. 152 order # 93950 of 12/22/89 for 68,815.00 marks  
500 units pressure switches

p. 249 order # 100321 of 2/9/90 for 22,020.80 marks  
160 units pressure switches

p. 265 order # 100354 of 5/4/90 for 42,055.00 marks  
500 stators

p. 266 order # 100397 of 2/20/90 for 14,665.15 marks  
2,600 connectors for pressure switches

p. 275 order # 100434 of 2/22/90 for 67,314.00 marks  
101 reyton housings + form [transl. note: could mean reyton housings + molds]

p. 277 order # 100441 of 2/23/90 for 46,044.52  
one set of tools  
2,000 type 2 supports and 2,000 type 3 supports

p. 279 order # 10047 of 2/28/90 for 9,825.00 marks  
500 contact covers per RA 140140

p. 311 order # 100782 of 3/20/90 for 48,170.00 marks  
350 aneroid switches, 0-1100MB; -60 C to 55 C

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p. 322 order # 100873 of 3/30/90 for 41,289.00 marks  
300 aneroid switches

p. 329 order # 1011041 of 4/9/90 for 83,344 marks  
300 aneroid switches  
500 stators

p. 330 order # 101042 of 4/6/90 for 9,825.00 marks  
500 contact covers per RA 140140

p. 355 order # 101358 of 5/11/90 for 42,055.00 marks  
500 stators

p. 370 order # 101498 of 5/30/90 for 58,265.70 marks  
480 stators  
130 aneroid switches

p. 393 order # 101812 of 6/22/90 for 18,631.28 marks  
500 chrome-plated mechanical levers

p. 398 order # 101851 of 6/25/90 for 61,552.71 marks  
1,000 block connection boards per RA 140300  
478 solenoid switches per RA 1022050 -U (240 right, 238 left)

Pressure switches bearing the note "pressure switch max. pressure 30 bar" in the invoices were obtained from the Herion-Werke KG (in Fellbach, zip code 7012) through Avoinic-Dittel. (EVIDENCE BINDER 94) Herion-Werke KG issued five invoices for a total of 3,000 pressure switches bearing the order number 0880 316.0000.000.00. Mr. Dittel made an additional order for the adapter shown in illustration RA 300 539.

A company called Roman Palme (in Kaufbeuren-Neugablonz) supplied the adapters. (EVIDENCE BINDER 95)

The "connectors for pressure switch" were part of the aforementioned pressure switches and were purchased from a company called Hirschmann (in Esslingen). A Hirschmann invoice of 13 August, 1990 exists for the items GDM 3009 TM (count: 2,000) and GSA 3000 A (count: 2,000). Delivery was made to Avoinic-Dittel GmbH.

These parts included one or several electronic pressure switch connectors. For more information, see file note of 7/3/1992 referencing the visit to the abovementioned company. (p. 770 ff. Export Div.)

The "Pressure Switches" listed in the abovementioned invoices bear the note: "As described above under Pos. 2 and 3 of the contract signed on 26/7/88". They are complete aneroid switches.

The offer/agreement 8/2904/2896 of 26 July, 1988 (signed by Mr. Eyerle and Mr. Venkat) lists the following (EVIDENCE BINDER 20, p. 149ff):

under Point (2): switch housing (comprising the internal and external housing with coil, locking ring and contacts)

under Point (3): pressure switch enumerating the operating pressures and temperatures.

Exhibit 2b No. 17 is the listing created by Rhein-Bayern. It shows that 3,000 complete pressure switches were delivered to Nassr (EVIDENCE BINDER 20, p. 1) . A company named Kurfer (later named Kraus Kunststofftechnik GmbH in Klosterlechfeld) supplied the housings. A company named Luft GmbH (in Fellbach) provided the switches. (EVIDENCE BINDER 95)

The components were assembled by Libela, a company in Celje/Yugoslavia. This is born out by meeting minutes of 7 October, 1989 and an order of 23 October, 1989. Metalk [sic] generated invoices for the work and shipped the parts to Avoinic-Dittel (EVIDENCE BINDER 68, p. 11ff EVIDENCE BINDER 72, p. 125, 302, 306, 309).

The pressure switches were placed into the barometric block (see illustration 25/NVA-DV 11/22). See the diagram from diagram book 15 (Diagram book 15).

An expert opinion is needed to determine if the ascent and descent values (9,000m and 5,000m, respectively) correspond with those of the original Scud-B. According to the "Minutes of discussion" of 17 July to 3 August, 1989, the switch was set to operate at an altitude of 200km.

These values must be reviewed as well.

[illegible.]

p. 105 red

The reyton housings include the housing and cover for the pressure block as mentioned under contract Item (4) (count: 1,000). (EVIDENCE BINDER 20, p. 150)

Rafeld KG in Ebenhofen was the supplier (EVIDENCE BINDER 4, p. 299 p. 301). The casing was manufactured per illustration RA 120500-U. The cover was manufactured based on illustration RA 120010. (EVIDENCE BINDER 4, p. 379, 380, 395)

These components are also clearly shown in drawing 25 of NVA -DV-11/22. Diagram Book 16 shows them in open and closed views. (Diagram Book 16)

Invoice 100441 covered the shipment of Supports 2 and 3. These were two round plastic parts with round and elliptical perforations. Once assembled, these components ensure that there is a gap between both of the crush sensors and within the outer housing. They also serve as cable protectors and insulation in the forward part of the contact head.

Compare this to illustrations 14 and 15 of NVA-DV-11/22 and diagram book numbers 6, 17 and number I. (Diagram Books 6, 17, I)

In order to create diagram book I, the aforementioned parts and their corresponding parts were assembled in order to show the construction of the Scud-B fuzing system.

Rafeld (in Ebenhofen) was the supplier for these parts. See invoice 1489 of 30 November, 1989 and invoice 3009 of 21 February, 1990. (EVIDENCE BINDER 87)

Support II and support III were constructed according to drawing RA 140120 and drawing RA 140130, respectively.

Rafeld received illustrations to construct the internal and external contacts.

Invoice 93974 covered the shipment of 1,000 sleeves.

Rhein-Bayern awarded the manufacturing contract for them to a company called Bauer Maschinenbau (in Kaufbeuren-Neugablonz). (EVIDENCE BINDER 98). See order number 014303 of 18 September, 1989 (signed by Mr. Venkat) in which the parts are referred to as cowls as shown in drawing RA 210202 - A. Bauer awarded the work order for this work to the company R. Haug (in Denkendorf, zip code: 7306). Haug received detailed illustrations.

The entire order was completed with the delivery of 22 December, 1989 as the bill of lading shows.

Based on the RA drawing number, these cowls were part of the missile program. This office has not yet been able to use NVA-DV-11/22 to determine exactly how the cowls fit into the missile program.

Invoice 101812 shows the order for 500 chrome-plated mechanical levers Rhein-Bayern placed with Bauer Maschinenbau.

(EVIDENCE BINDER 98) Order 014467 of 19 October, 1989 (signed by Mr. Eyerle) was for the manufacture of 3,000 chrome-plated mechanical levers based on the sample/samples provided. The drawing RA 102030 A for a "lever" was submitted at a later date. This drawing was provided by Nassr's Central Tool Room Plant (CTRP).

(EVIDENCE BINDER 95) Due to discord between both of the companies, Mr. Koch from Rhein-Bayern attempted to switch the manufacturing of the remaining 2,500 levers to a company called Koelle (in Mauerstetten). However, Mr. John of Koelle was not interested in accepting the order as he had discovered from Bauer that the levers were to be used in weapons. The drawing which Koelle received was nondescript, i.e. the legend had been covered over.

(EVIDENCE BINDER 98) The bill of lading of 22 June, 1990 shows that Bauer delivered 500 chrome-plated mechanical levers to Rhein-Bayern.

Drawing 18 of NVA-DV-11/22 for the Scud-B safety and arming unit shows how the lever is part of this system. The lever rests on a divider plate and is retained in place by a spring. The long, flat part of the lever is situated between two electromagnets.

(Diagram Books 3, VII, X, XI) Diagram 3 (upper view), Diagram VII (picture 3/13a), Diagram X (picture 4/23a) and Diagram XI (picture 4/25a) show how the lever is positioned.

RA 1022050-U shows the solenoid switches which are separated by the aforementioned lever. This positioning is shown in drawing 18 of NVA-DV 11/22 and in Diagrams X and XI. (Diagram Book X, XI)

(EVIDENCE BINDER 72, p. 403) Invoice 3/IRP of 1 October, 1990 is for the manufacture and testing of the solenoids by the company Libaral innovatory activities (in Celje/Yugoslavia). Avionic-Dittel placed additional orders for them. (EVIDENCE BINDER 65, p. 5ff.)



(EVIDENCE BINDER 65, p. 23ff.) According to the meeting minutes of 29 October, 1989, Avionic-Dittel made an advance payment of 10,000 marks and provided a sample. The order was for the manufacture of 3,00 solenoids and 3,000 g-switches.

(EVIDENCE BINDER 66, p. 291-294) There is an offer of 9 September, 1990 for the company Rojnik to provide 3,000 of the solenoid 2. Avionic-Dittel submitted an order for materials. Information contained on a piece of yellow note paper shows that the solenoids were offered to Mr. Duraid Fawzi of Nassr's RSM Department.

An drawing of 25 July, 1990 shows solenoid 2.

The following statements can be made about the contact covers which were manufactured according to drawing RA 140140:

(EVIDENCE BINDER 37, p. 341) drawing RA 140140 from Exhibit I K1-13 shows that the correct term for these contact covers is "reaction contact bodies".

This component can be clearly identified by drawings 14 and 15 of the reaction contact body in NVA-DV 11/22.

(Diagram Book 6) See No. 6 (top photo, top copper-colored housing) and Diagram Book I (picture 1/2 and picture 1/10).

(EVIDENCE BINDER 72, p. 300, 301

EVIDENCE BINDER 57, p. 188ff)

According to invoice 6/00.059 of 21 February, 1990 and invoice 66/00.070 of 1 March, 1990, Metalka (in Yugoslavia) was the supplier of the 1,000 parts which were delivered. The person responsible for the manufacture of the deep-drawn tools is Mr. Janez Poglajen of the company Liberal innovatory activities (in Celje/Yugoslavia). (EVIDENCE BINDER 57, p. 188ff.)

(EVIDENCE BINDER 20, p. 1) According to Rhein-Bayern's listing, 1,980 stators were delivered (consistent with the invoices).

(EVIDENCE BINDER 20, p. 149) In a contract of 26 July, 1988 covering offer 8/2904/2896 (signed for Rhein-Bayern by Mr. Eyerle and Mr. Venkat), the stators are described under Point (1) as follows: comprising a main body - injection-molded - outfitted with electronic components and contacts following the sample/samples available. Three-thousand stators were delivered via Frankfurt Airport.

This description is fundamentally correct as a stator comprises a plastic ring with several types of perforations and openings in it to accept other parts.

The stator was manufactured at Kurfer Kunststofftechnik (now called Kraus) GmbH (in Klosterlechfeld) based on samples and CAD drawings. The stators were produced per RA I03000 (this drawing no longer exists). Also, Kurfer/Kraus was responsible for the production of the micro-body (drawing RA I06010 = pad assembly; RA I06021 = micro-body). Drawing RA I06022-1 labeled "stator connector pin" was found at Kurfer/Kraus and showed a brass part for the spring contacts which fit into the stator.

The pin - made of Ms 58 - was produced by a company called A. Albustin in quantities of 6,240. According to sketches, A. Albustin also manufactured the connector pin (RA I06022-2) and other small parts (RA I06060 = calibration screw, RA 140111-1 = contact).

(EVIDENCE BINDER 99, p. 745-752 Export Div.) More detailed information is contained in the file note and in confiscated documents.

(EVIDENCE BINDER 99p. 737-740 Export Div.) The company Poeschl-Præzisionsteile-GmbH (Germering, zip code: 8034) was a supplier of accessories. Poeschl manufactured 20,375 stator housings and 21,800 stator supports.

Drawings used at Poeschl bore only the stamp "Avionic-Dittel" without any type of RA designation.

(EVIDENCE BINDER 72, p. 88-89) Bauer-Maschinenbau (in Neugablonz) was also a supplier. Bauer-Maschinenbau manufactured clamps as depicted in drawing RA I06011 and contact plates made of nickel-silver (drawing RA 106041) and bronze (RA 106040).

(EVIDENCE BINDER 72, p. 163) The stamping and bending equipment needed to manufacture the clamps was bought and delivered by Avionic-Dittel (invoice 29026 of 5 May, 1989).

Springs were made by the company Achenbach (Bad Berleburg 4, zip code: 5920) as depicted in drawing RA 106050).

Achenbach also made springs according to other RA drawings for special Scud-B parts.

(EVIDENCE BINDER 72, p. 154ff.) See invoices from Achenbach.

(EVIDENCE BINDER 72, p. 33ff.) The invoices from Metalka in exhibit D 20 show that the mounting of the stators was done in Yugoslavia.

(EVIDENCE BINDER 66, p. 181ff.) Mr. Rojnik received from Avionic-Dittel faxed directions of 26 March, 1990 for mounting the micro-body (special set of instructions along with drawings).

(EVIDENCE BINDER 55, p. 314) Of particular interest is Avionic-Dittel's offer to Mr. Venkat of 29 March, 1988:

1,000 "fuses" - based on the provided sample - comprising a main support unit, pressed plastic, switch component with contact, six mounted, spring-loaded contacts, and six "complete press-in contacts".

The following handwritten notes were made:

count changed from 1,000 to 3,000

"fuse" renamed "stator"

the word "tested" added after the word "fully" [transl. note: the term used in the first version is "complete"; with the addition of the word "tested", the phrase becomes "fully tested"]

(EVIDENCE BINDER 19, p. 82) The letter (bearing the transcriptionist's initials ve/fa for "Venkat/Faust") of 30 March, 1988 which Rhein-Bayern sent to Nassr in connection with quotation 8/3003/2842 indicated that "fuses" were also offered for sale. Later, the term was changed by hand to "stators".

The stator was a fuze component of Scud-B missiles.

This is documented by illustration 18 of NVA-DV-11/22. This illustration is a cross-section view of the safety and arming unit. The stator is a plastic block with spring contacts and switches into which the rotor is placed.

(EVIDENCE BINDER 29, p. 398) Invoice 101851 of 25 June, 1990 was for the shipment of 1,000 block connection boards per drawing 140300 to Nassr in Taji, Iraq. (The invoice also lists 478 solenoid switches).

(EVIDENCE BINDER 4, p. 190-194) This shipment can be traced back to the offer of 15 May, 1989 entitled "3rd unified offer" and signed by Mr. Venkat in connection with a visit made the day before. On page 2 of the offer number 9/0802/3772, there is an entry for 1,000 block connection boards (comprising a plastic section with an external diameter of 73.3 mm and a height of 22 mm and 12 openings for electrical contacts. This part was manufactured by Ros GmbH (in Coburg); see the invoices from Ros contained in Evidence Binder 72 covering the finished parts and the injection molds. (EVIDENCE BINDER 72, P. 331, 335, 585)

(EVIDENCE BINDER 65, p. 194-197, p. 202-214) Additional correspondence between Avionic-Dittel and Ros is contained in Evidence Binder 65. Some of the additional correspondence pertains to changing tools.

There is an illustration of the block connection board which shows the position of the soldering eyelets.

(EVIDENCE BINDER 68, p. 50) Documents obtained at Avionic-Dittel include a drawing (DIN A2) RA 140300 from CTRP in which elements are obscured.

The electric contacts were pressed by Avoinic-Dittel itself. The workroom where this work was done is believed to have been located in the storage areas of Avoinic-Dittel. A machine manufactured by the company Maeder was used to do the work; this was determined during the second search of the facility.

The electric contact was part of the Scud-B block connection and acted as a base plate. This part is clearly depicted in illustration 14 of NVA-DV 11/22.

All invoices mentioned sofar were issued prior to the Iraq arms embargo.

The UN Security Council imposed a comprehensive trade embargo against Iraq with the passage of UN Resolution 661 on 6 August, 1990. The resolution forbids the export of goods or the provisioning of financial services to Iraq.

The FRG is also bound by this embargo per EC Regulations 2340/90 and 3155/90 as well as §§ 69a to 69c of the AWG.

Documents taken from Rhein-Bayern show also that shipments were made to Nassr after the embargo had taken effect.

(EVIDENCE BINDER 68, p. 876-879 Export Div.) This is based on invoices 102564 of 29. August, 1990 and 102565 date 29 August, 1990.

Invoice 102564 for 92,387.60 marks covered the delivery of 2,000 plates type 1, 2 and 3 made per RA 104021-1, 104021-2 and 104021-3.

The plates are made of brass and are chrome- and silver-plated and are polished.

The invoice lists tool costs to be 12,756.60 marks.

Page 2 of the invoice bears the note "Nassr Enterprise, Project 144/2, Taji, Baghdad/Iraq, L/C Nr. K 467 31417".

SR-Erodiertechnik Report (in Egling, zip code 8195) supplied the plates, which were the rotor components and which were built into the safety and arming unit. (EVIDENCE BINDER 96) Authorities searched SR-Erodiertechnik Report on 7 April, 1992 and confiscated drawings and invoices. The invoice of 8 August, 1990 shows that Rhein-Bayern-Dittel received shipments of 2,050 of each type of plate.

(EVIDENCE BINDER 62, p. 1 & 2) Avionic-Dittel submitted these parts to Rhein-Bayern with the note "Order - Rotor Parts" showing on the bills of lading 4920 (of 14 August, 1990; signed by Mr. Eyerle) and 4896 (of 13 August, 1990; "goods received by Koch").

Illustration 18 in NVA-DV 11/22 shows the rotor to be a contact anchor; the cross-section shows the three plates.

It is believed that either Rhein-Bayern had trouble exporting the components or that the Iraqis wanted to receive only complete rotors because large quantities of bags containing the plates were found in storage in Landsbeg during the second search.

Invoice 102565 for 131,042.15 marks lists 500 solenoids (mounted and tested) and 1,000 g-switches (500-1500 g, fully-mounted and tested).

Information on the solenoids is available by referring to the previously mentioned information.

The g-switches are intended for use between 500 and 1500 g.

By referring to the test documents of Siemens AG, Tubing Department (in Munich), particularly NVA-DV 11/22 drawing 16, one can obtain an almost perfect picture of the reactive contact bodies and thereby determine that the component is part of the Scud-B missile. (p. 581 Export Div.)

(EVIDENCE BINDER 72, p. 448-449) The g-switches and magnetic switches were built by Metalka in Yugoslavia (see invoice 66/00.287 and invoice 66/00/286). Additional orders for manufacturing in Yugoslavia were placed by Avionic-Dittel.

(p. 486ff.) The parts were imported on 21 August, 1990.

(EVIDENCE BINDER 56, p. 111) Bill of lading 4928 of 22 August, 1990 shows that Avionic-Dittels goods were delivered to Rhein-Bayern and signed for by Mr. Eyerle.

It is believed that these parts were exported to Iraq as no complete g-switches were found in Landsberg/Lech during the second search.

(EVIDENCE BINDER 4, p. 190ff.) A total of 3,000 g-switches and 3,000 more under the "3rd unified offer" of 15 May, 1989 were delivered.

(EVIDENCE BINDER 69, p. 114)

(EVIDENCE BINDER 65, p. 23) Knowledge of the additionally ordered parts is obtained from drawing RA 140200-U in exhibit II C 63 and from the 29 October, 1989 listing of items which included a note on a conversation between Mr. Rojnik and Mr. Dittel.

In addition to the aforementioned shipments of Scud-B parts to Nassr (established with the help of NVA regulations), additional shipments were made which were part of Projects 144 and 14/2. Mention is made of the project in the invoices for outgoing goods for 1990 and pertain to the following:

(EVIDENCE BINDER 29, p. 246)

invoice 100226 of 2 February, 1990 for 48,865.20 marks  
plugs and sockets (series 62gb)  
1st delivery of 144; L/C:K466-31390

(p. 261)

invoice 100325 of 9 February, 1990 for 36,538.42 marks  
plugs and sockets (series 62gb)  
2nd delivery of 144; L/C:K466-31390

(p. 309)

invoice 100724 of 16 March, 1990 for 88,051.19 marks  
plugs and sockets (series 62gb)  
3rd delivery of 144; L/C:K466-31390

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(p. 357)

invoice 101360 of 15 May, 1990 for 69,687.32 marks  
plugs and sockets (series 62gb)  
4th delivery of 144; L/C:K466-31390

(p. 237)

invoice 100161 of 26 January, 1990 for 2,430.00 marks  
lever press and telephone wire  
1st delivery of 144/2; L/C:K467-31417

(p. 250)

invoice 100322 of 9 February, 1990 for 46,086.10 marks  
electrical materials and soldering equipment  
2nd delivery of 144/2; L/C:K467-31417

(p. 283)

invoice 100478 of 28, February, 1990 for 2,945.80 marks  
100 gm printed circuit boards  
3rd delivery of 144/2; L/C: K467-31417

(p. 301)

invoice 100664 of 9 March, 1990 for 45,461.00 marks  
integrated circuits, diodes tools, etc.  
4th delivery of 144/2; L/C:K467-31417

(p. 334)

invoice 101046 of 11 April, 1990 for 18,247.48 marks  
integrated circuit testers and other test equipment  
5th delivery of 144/2; L/C:K467-31417

(p. 346)

invoice 101173 of 25 April, 1990 for 15,236.74 marks  
for telephone wire (presumably 6th delivery) of 144/2; L/C:K467-31417

(p. 350)

invoice 101356 of 9 May, 1990 for 14,982.00 marks  
electrical equipment, test equipment  
7th delivery of 144/2; L/C:K467-31417

(p. 395)

invoice 101850 of 25 June, 1990 for 40,792.38 marks  
2,000 wound springs per RA 104014, printing plant, electronic materials, etc.  
8th delivery of 144/2; L/C:K467-31417

(p. 290)

invoice 100529 of 28 February, 1990 for 4,980.00 marks  
integrated circuits, transistors, diodes, etc.  
of 144/2; L/C:K467-31525

(p. 294)

invoice 100587 of 28 February, 1990 for 161,305.05 marks  
injection molding machines with accessories  
1st delivery of 144/2; L/C:K466-31410

(p. 340)

invoice 101172 of 25 April, 1990 for 64,637.92 marks  
telephone and PVC wire  
1st delivery of 144/2; L/C:K467-31573

(p. 348)

invoice 101355 of 8 May, 1990 for 10,268.42 marks  
PVC wire  
2nd delivery of 144/2; L/C:K467-31573

(p. 376)

invoice 101700 of 12 June, 1990 for 153,507.47  
plugs and sockets (type 62 gb)  
3rd delivery of 144/2; L/C:K467-31573

(p. 374)

invoice 101640 of 31 May, 1990 for 4,884.48  
telephone and PVC wire  
4th delivery of 144/2; L/C:K467-31573

(p. 384, 386)

invoice 101768 of 20 June, 1990 for 61,961.99 marks  
plugs and sockets (type 62 gb)  
5th delivery of 144/2; L/C:K467-31573

(p. 403)

invoice 102075 of 13 July, 1990 for 2,274.72 marks  
PVC wire, tools, etc.  
6th delivery of 144/2; L/C:K467-31573

(p. 405)

invoice 102119 of 19 July, 1990 for 38, 846.59 marks  
relays, diodes, integrated circuits, etc.  
1st delivery of 144/2; L/C:K467-31631

(p. 404ff. Export Div.) These goods had a total value of 931,990.00 marks. According to the testimony of Mr. Hesse-Camozzi (questioned as a suspect in another case), it is clear that Project 144 (as well as subprojects 144/2-5) and Project 1728 were connected with the manufacture of missiles in Iraq.

(p. 109 and 100, 187ff, 333ff Export Div.) According to the testimony of Mr. Bauer and Neher, Nassr had a showroom containing missile parts and cross-sections of models and the export manager Mr. Venkat knew about this.

According to Bauer's testimony of 4 July, 1991, he had been asked to manage an assembly line for missile parts.

In his testimony of 29 October, 1991 (page 4), Neher said that the goods which were delivered as part of Project 144 - i.e. Project 144/2 - were part of the Scud-B missile project.

The following statements can be made about the goods which were shipped as part of Project 144 and Project 144/2:

(EVIDENCE BINDER 94)

The type 62 gb plug was purchased by Avoinic-Dittel and Rafeld from the company Amphenol-Tuchel GmbH (in Heilbronn). The plug is of high quality and is approved for military use (meeting MIL-Norm).



(EVIDENCE BINDER 62, p. 3) The telephone wire is listed in Avoinic-Dittel's invoice 4860 of 1 August, 1990 as an item which meets MIL-Norm.

(EVIDENCE BINDER 57, p. 61ff.) Avoinic-Dittel bills of lading 4780, 4698, 4851, 4924 and 4614 cover the shipment of time-lag relays to Rhein-Bayern.  
The goods were obtained from American Electronics Co., Inc. (i.e. from Robert Dilger). See EVIDENCE BINDER 61.

(EVIDENCE BINDER 57, p. 71) These time-lag relays were made by the Electronics Division of American Electronics Co., Inc. and meet MIL specifications. They have an input of 28V DC and - depending on the model - are adjustable and hermetically-sealed.  
II C 64 (sample)

(EVIDENCE BINDER 56, p. 15) The series SN 54 integrated circuits fall under AL 1564A and therefore require export approval.

(EVIDENCE BINDER 66, p. 230, 231, 268) The 2,000 wound springs shown in RA 104014 are clearly intended for the Scud-B.

The note on the drawing says "Rotor spring". The drawing has been doctored so as to obscure the name of the creator and bears the stamp "Rhein-Bayern- Avoinic-Dittel GmbH".

There are two such drawings; one bears the handwritten note: "Miss dimentions [sic.] due to the sample".

Drawing RA 104.... shows that the spring is part of the turning contact on the rotor. See NVA-DV 11/22 illustration 18 and Diagram Book XVII, XVIII.  
(Diagram books XVII, XVIII)

The springs are clearly part of the Scud-B fuzing system; their shipment as part of Project 144/2 is further evidence that Project 144 deals with the manufacture of missile parts.

The injection molding machine plus equipment was shipped to be used in the creation of the screws and connectors for the floating bodies (containers for chemical weapons). See exhibit I K1-84 "Export letters of credit".

(EVIDENCE BINDER 42, p. 117)

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The accused have also been involved in the manufacture of other components for the Scud-B and the Styx.

(EVIDENCE BINDER 28, p. 174ff.) Evidence binder 28 contains several invoices (approx. 30 without cancellations) taken from exhibit I L 10 which cover the shipment of steel and aluminum tubes. The invoices cover the delivery of 70,000 aluminum tubes and 10,000 lineal meters of steel tubing to Nassr. (p. 229ff Export Div.) The aluminum tubing was supplied by the Dutch firm Nedel, the steel tubing by the Austrian firm Voest-Alpine.

(EVIDENCE BINDER 50, 51) It is believed that the materials delivered were unfinished and partially-finished goods for use in military applications. It is unlikely that the materials were intended for use as piping or in "GUZ".

Evidence binders 28, 29, 6 and 7 contain invoices and export documentation for other materials shipped to the previously-mentioned companies in Iraq. Due to a lack of time, officials were not able to verify whether or not exports included goods such as electronic materials, motors, mechanical connectors (cables with eyelets), screws, bolts, etc.

#### K. Manufacture of missile components and their shipment to Yugoslavia

Rhein-Bayern had the following components manufactured as part of a Scud-B modification program:

the lower section of the safety and arming unit, a plastic part able to accept 12 triple soldering contacts (screw-on) as well as a resistor and a capacitor (potted).

(EVIDENCE BINDER 69, p. 6) Ros GmbH (in Coburg) supplied the sanitized plastic housing as shown in drawing RAI 01000 (Exhibit II C56).

(EVIDENCE BINDER 85) Mr. Dittel found a supplier for the necessary tools; 3,115 of them were manufactured.

(EVIDENCE BINDER 24, p. 111) Avoinic-Dittel performed the wiring on the resistors and capacitor per instructions from Nassr (telex 1410 of 23 April, 1990 sent to Rhein-Bayern; Exhibit 26 No. 22).

(p. 113) This order was part of the Rhein-Bayern's 5th unified offer to Nassr.

(EVIDENCE BINDER 96) The company X. Riedl (in Taufkirchen) potted 1,700 resistors and capacitors. The part is pictured in illustration 18 of NVA-DV 11/22.

(EVIDENCE BINDER 99, EVIDENCE BINDER 85) Albustin and Ros supplied the components for the reactive contact body and shipped them to Yugoslavia for assembly.

Metalka had the deep-drawn component made from specially ordered nickel-silver.

Rhein-Bayern's term for this component was "long finger".

Illustration 14 of NVA-DV 11/22 shows that the Scud-B's forward part of the contact head contains two reactive contacts. This constitutes a classic fuzing system.

(EVIDENCE BINDER 68, p. 86ff.) In addition to the samples, manufacturing technicians had a number of drawings from Nassr/CTRP to help them: RA 140110, 140111 1 to 2, 140112 and 140113.

(These parts are kept apart by supports II and III).

The contact anchor was an important part of the Scud-B's safety and arming unit. It is shown in illustration 18 of NVA-DV 11/22 where it is labeled a "rotor". Mr. Dittel and Mr. Venkat identified the swiss company Suter to incorporate the components (plates, etc.) into a single injection-molded block.

(EVIDENCE BINDER 85, EVIDENCE BINDER 94) This work was also carried out by Ros (in Coburg) and by the company Hubers GmbH (in Bocholt). Other services included tool manufacturing and the provisioning of injection molding and vacuum equipment.

Top management at Rhein-Bayern received at least three samples in excellent condition to help them in the production of the entire unit.

(Diagrams XVII to XIX) Two of the samples were obtained with the help of a Swiss citizen named Hauser who Mr. Venkataramanan had persuaded to act as a go-between in this and other matters. One of the samples was disassembled at Avoinic-Dittel to gain insight into the internal connections.

At least one of the rotors provided by the Iraqis and shown to the prospective suppliers contained an intact detonator. Note that the detonator was an arming fuze for the main detonator.

Illustration 21 of NVA-DV 11/22 shows that the detonator basically comprises a housing, double bridges, and explosive charge.

(Diagram Book XX) X-ray imaging of the aforementioned rotor clearly shows the presence of both double bridges.

Due to a lack of time and funds, investigators have not yet been able to confirm the presence of explosives. This can be done at a later date if it becomes necessary to determine how the materials relate to the Law on Explosives.

(EVIDENCE BINDER 66, p. 280ff, p. 289)

(EVIDENCE BINDER 69, p. 85ff.)

It has been determined that a) Rhein-Bayern had in its possession samples of a potentiometer as shown in illustration 105, 2) Rhein-Bayern had in its possession samples of certain gyroscope components and 3) Mr. Venkataramanan, Mr. Dittel and Hauser were responsible for procuring the gyroscope components.

In addition to the abovementioned samples, investigators also confiscated drawings of the components as well as other items related to similar procurements.

(EVIDENCE BINDER 69, p. 134ff.) An examination of the drawings shows that Rhein-Bayern had at least parts of an English Scud-B handbook in its possession and that it was familiar with the designation "Project 144".

Examples:

p. 149 & 150 Fig. 3.8 Shut-Off Valve

p. 156 Fig. -- Start Valve

p. 175 Data crossed-out for Fig. 54 "PS [German abbreviation]" Valve

p. 186 Fig. 3.9 Pressure Relief and Shut-Off Valve

The accompanying detailed drawings were rendered illegible by eliminating the legend.

(EVIDENCE BINDER 66, p. 139) Fig. 57 Actuator

Note: Project 144/5, 1,000 units, Al Qa Qaa (per expert's opinion, refers to the Russian handbook for the surface-to-air missile launcher transport vehicle)

The company Therm-Aix (in Aachen) was also employed to duplicate in modified form components of the Scud-B - i.e. the Al Hussein. Therm-Aix manufactured ceramic parts and used a plasma deposition furnace to treat the tail assembly.

(EVIDENCE BINDER 49, p. 178) Compare the drawing (minus legend) taken from evidence group I K 1-297 and the sample of deposition material to Fig. 55 which shows the tail assembly fittings.

(EVIDENCE BINDER 19, p. 107ff.)

(EVIDENCE BINDER 69, p. 1+2) Rhein-Bayern also procured type QA 700 and QA 2000 accelerometers. A record exists of the offer presented to Nassr on 18 December, 1987 for 1,000 QA 700's. Per the attached specification, the QA 700 meets MIL-Norm. Its upper range is 30g (=294 meters/sec.)

There is a photo and a block diagram of the QA 700 produced by Sunstrand Data Control Inc. of Redmond, WA.

Because the accelerometers can be used as inclinometers, they are suitable for use in connection with gyroscopes.

(EVIDENCE BINDER 69, p. 4 & 5) It is believed that the type 19 miniature switch made by ITW (Illinois Tool Works of Chicago, IL) was part of the efforts to reproduce and manufacture the gyroscope. The switch meets MIL-Norm as well.

The following facts are known about the Styx program:

(EVIDENCE BINDER 92) Rhein-Bayern gave or sent Rafeld a complete Styx fuzing system sometime prior to 1 August, 1989 (see document pertaining to the awarding of the project dated 13 December, 1989). We know this to be true as Rafeld had to work very hard to free the sample from the block in order to ascertain the internal dimensions. The project awarding contract covers Rhein-Bayern's awarding of the project to KUW-Engineering GmbH (affiliate of Rafeld KG) and stipulates that the manufacture be based on the sample provided. The document was signed by Mr. Venkataramanan.

The contract is divided into sections, one of which details the manufacture of eight components (instead of the 11 originally planned) in quantities of 100 to 8,000 and of an injection molding machine, as needed.

(EVIDENCE BINDER 88) Rafeld KG possessed a cross-section drawing showing the overall structure of the fuzing system. The drawing was presumably created based on the sample Rafeld KG had in its possession.

(Diagram Book 14) See Diagram Book 14. The figure shows the original housing.

The contract dictates that internal contacts be ordered. It was Avionic-Dittel's job to order them.

(EVIDENCE BINDER 99) Avionic-Dittel had the necessary parts made at Albustin (in Kaufering). The order was made on 14 September, 1989 and was for 2,000 internal contacts (length: 55mm; external diameter: 3mm). A sketch was included with the order.

See diagram 890908 of 26 October, 1989.

(EVIDENCE BINDER 65, p. 5) The (deep-drawn) external contacts were produced in Yugoslavia. See the minutes to contract 6621836 (deep-drawn housing; small) covering the production of 2,000 of them.

(EVIDENCE BINDER 69, p. 3) Five detailed sketches were produced to support the production process; the final change was made on 5 February, 1990.

(EVIDENCE BINDER 72, p. 305, 322, 407, 581, 538, 540, 541) Invoices from Metalka cover the manufacture and delivery of the "short fingers". These invoices refer to the parts as internal contacts.

It is interesting that Avionic-Dittel attempted to obtain from Rafeld precisely the type of tool needed to manufacture the Styx fuze's housing. The meeting to discuss this was planned for 12 December, 1991 (see the entry in Karl Rafeld's appointment book)

(EVIDENCE BINDER 90)

(p. 296-298 Export Div.)

(p. 667-674 Export Div.) This is of note because we know that orders for some tools - both fully completed and partially completed ones - had been canceled or the tools themselves were never picked up by Rhein-Bayern. This led to law suits being filed for failure to pay.

After Mr. Dittel was unsuccessful in obtaining the tools he needed, he then turned to Ros (in Coburg) to have the Styx fuze housings, covers and cowls made. Mr. Dittel used the misleading term "level indicators" to describe the parts.

(p. 702 and 703 Export Div.) Additional information was obtained during the questioning of Mr. Langbein (employee at Ros). Also, see note of 23 April, 1992. (p. 706-708 Export Div.)

(EVIDENCE BINDER 65)

Exhibit II A 1 shows that Mr. Dittel used Mr. Rojnik to export finished and partially-finished fuze systems and fuze components to Yugoslavia. This is shown in the receipt slip of 10 November, 1990 and in the bill of lading of 27 September, 1990 (p. 33, 38).

The receipt of delivery slip of 10 November, 1990 filled out by Rojnik indicates the receipt of "free samples", those being 100 "plastic parts with contacts for 5A fuses" and 100 "finished 5A fuses". (p. 29) Only by examining Avionic-Dittel's 15 December, 1990 list for Gliders [transl. note: meaning unclear] of deliveries for internal contacts does it become evident that the issue is not 5A protection fuses but rather parts to the Scud-B fuzing system.

It is unclear how to correctly interpret the last "three words in the note "Per invoice of 10 November, 1990, we took 200 units with us as samples and sent them on". There are two possible interpretations. The first one involves sending the parts to Yugoslavia for assembly or transshipping them via Yugoslavia to Iraq. The second interpretation is more likely, in my opinion: an individual by the name of Mr. Poglayen may have assembled the other internal contacts himself in Landsberg on 8 November, 1990, thus making it unnecessary to have the parts assembled in Yugoslavia. (EVIDENCE BINDER 73, P. 43 & 59) This possibility is supported by Mr. Venkataramanan and Dittel's trips to Cyprus and by their visits with D.F.C. Industrial (Cyprus) Ltd. (in Limassol) and S.T.I. Services Ltd. (in Nicosia). Both of these firms are dummy corporations. The Yugoslavian national Janesh Dolinar is managing director of D.F.C.; the managing director of S.T.I. is Jeid J. Sha' Sha, a citizen of Jordan. (information about these firms comes from the Federal Finance Office and was requested in May 1992).



#### 4. Further Exports

##### Sterilization Furnaces

Accompanied by Ms Khogali-Ismail - formerly Foerg - (a defendant in a separate case), Mr. Eyerle visited the company Huteen in Iraq on 19 and 20 September, 1990. The upper-level management of both companies met at this meeting. According to the meeting minutes (EVIDENCE BINDER 28, p. 1 and 2), the Iraqis gave Mr. Eyerle four drawings of furnaces. The drawings clearly show mortar grenades. This would indicate that the furnaces were to be used to sterilize mortar grenades. As far as the export list is concerned, their construction was specifically geared towards this use. This is also made evident in the exchange of letters connected with the procurement of the furnaces. (EVIDENCE BINDER 27, p. 81-86, EVIDENCE BINDER 45, p. 500, 501, 560).

The official position of the German Federal Intelligence Service -that they have no evidence to support this - does not prove that the furnaces and charging wagons are not classifiable as implements used in biological warfare according to Item 007 of the export list.

Dittel and Mr. Venkat are not believed to have been involved in the export of these items.

### C. Artillery Cartridge Cleaning Systems

Several cleaning and etching systems are used to recalibrate and reload artillery rounds. Rhein-Bayern sold parts of such systems to Huteen General Establishment (in Iskandaryak, Iraq).

The invoices cover the following:

(EVIDENCE BINDER 28, p. 11) 72536 of 29 September, 1987 for 410,650.00 marks  
5,000 grams of acid-resistant tiles

(EVIDENCE BINDER 28, p. 17) 72661 of 7 January, 1987 for 390,528.00 marks  
54.30 tons of acid-resistant mortar

(EVIDENCE BINDER 28, p. 19) 72826 of 22 November, 1987 for 213,040.83 marks  
valves, plates, rust-resistant steel tubing

(EVIDENCE BINDER 28, p. 22) 72845 of 28 November, 1987 for 1,613,202.45 marks  
heating elements

(EVIDENCE BINDER 28, p. 24) 72847 of 28 November, 1987 for 118,747.87 marks  
welding rods/wires and stainless-steel construction parts

(EVIDENCE BINDER 28, p. 29) 73140 of 23 November, 1987 for 439,900.00 marks  
type DA 1.000 cranes

(EVIDENCE BINDER 28, p. 31) 73195 of 27 November, 1987 for 439,900.00 marks  
type DA 1.000 cranes

(EVIDENCE BINDER 28, p. 37) 73344 of 3 December, 1987 for 454,600.00 marks  
type DA 1.000 cranes

(EVIDENCE BINDER 28, p. 40) 73417 of 11 December, 1987 for 454,600.00 marks  
type DA 1.000 cranes

(EVIDENCE BINDER 28, p. 42) 73465 of 17 December, 1987 for 469,566.65 marks  
type DA 1.000 cranes and replacement parts

(EVIDENCE BINDER 28, p. 44) 73481 of 21 December, 1987 for 341,333.75 marks  
exhaust equipment, acid-resistant pumps, valves and welding rods/wires for use with inert gas

(EVIDENCE BINDER 28, p. 96) 81477 of 27 May, 1988 for 266,500.00 marks  
3,000 grams of acid-resistant tiles

(EVIDENCE BINDER 28, p. 103) 81476 of 27 May, 1988 for 238,400.00 marks  
30 tons of acid-resistant mortar

Payment was made using letters of credit numbers K467 30156 and 88/3/819 covering the aforementioned invoices. No account has been taken of bills sent to Huteen for goods believed to be replacement parts for the cleaning systems as it has not been possible to clearly link the goods with the parts.

(EVIDENCE BINDER 1, p. 60ff.) The tanks/dipping units were believed to have been delivered by Reinhard Kissler GmbH (in Schermbeck, zip code: 4235) to Huteen and billed to Huteen. The bid for the transaction is dated 21 September, 1988.

(EVIDENCE BINDER 1, p. 56-58, 73, 74) Kissler also drafted drawings of the cleaning system.

Rhein-Bayern's top management knew full well that this system was not a normal galvanization system but rather a system used to clean artillery casings. There is a sketch showing a shell 870mm in length with a bore diameter of 200mm and a weight of 11.5 kg (the note says: 20,000/day throughput). Another sketch shows a shell with an upper diameter of 130mm, length of 850mm and weight of 10kg (7,000/day throughput).

(EVIDENCE BINDER 1, p. 123)

(EVIDENCE BINDER 1, p. 109)

(The sketch was found on a calendar page from 10 November, 19..The calendar is believed to have come from Iraq).

(EVIDENCE BINDER 1, p. 14) Additional proof comes in the form of a Rhein-Bayern note of 9 December, 1987 showing a row of dipping tanks and a calculation for the amount of metal needed per casing.

(EVIDENCE BINDER [illegible], p. 880-884) Export Div. According to Mr. Mueller, export manager for the company Schloetter, everyone involved in this sale knew what the materials would be used for.

(p. 928 & p. 929 Export Div.) The Federal Office for Trade and Industry decided on 30 August, 1991 that the system and parts were specially-constructed and therefore correspond to Item 0018 A of the export list. See exhibit VI D Kue-No. 346/89.

Mr. Eyerle - along with Ms Khogali-Ismail, formerly Foerg (a defendant in a separate case) - was knowingly and consiously responsible for the export of the artillery shell cleaning goods. Dittel was not beleived to be involved, however, Mr. Venkat is believed to be involved as he was the export manager in charge of the last two shipments. Mr. Eyerle's personal planner for 1988 and appointment books give details about this.

Dittel appears in Mr. Eyerle's personal planner for the first time on 4 February, 1988. However, it is unclear whether he was involved with the export of the dipping system.

Personal Computer with peripheral equipment and software

D. Personal Computer with peripheral equipment and software

(p. 930 Export Div.) On 27 February, 1989, Rhein-Bayern applied for an export license for the following:

Mtek MS 21 personal computer  
Eizo 9070 16" color monitor  
Sekonic SPL-800 XY plotter  
Epson LQ-500 dot-matrix printer.

The recipient was to be Nassr State Enterprise for Mech. Industries in Iraq.

(p. 931 Export Div.) The sale was based on Rhein-Bayern's proposal to Nassr dated 17 November, 1988. After examining the proposal for the "Workstation PCB design", the export officer at the Federal Office for Trade and Industry concluded that the system was intended for use in the manufacture of printed circuit boards and requested further documentation from Rhein-Bayern.

(p. 932 Export Div.) Rhein-Bayern sent the BAW a letter (signed by Mr. Eyerle) assuring the federal officials that the PC was not intended for military use. Also, Rhein-Bayern sent trade officials with a certificate provided by Nassr (signed by an engineer named Raad Ismaeel) attesting to the equipment's final destination and intended use. The document says that the system was to be used in the warehouse management of spare parts.

(p. 934 & 935 Export Div.) On 29 August, 1989, Mr. Eyerle sent another letter to the Federal Office for Trade and Industry in which he makes mention under point 2 of a sole proprietorship.

(p. 936 Export Div.) On 5 February, 1990, Mr. Venkat send the BAW a letter saying that the sale had been canceled and that the export license was no longer needed. Mr. Venkat was correct - the license was no longer needed because the peripherals had already been delivered to Nassr (see invoice 92805 of 21 September, 1989). (EVIDENCE BINDER 21, p. 7) Note that the total system price of 29,481.60 marks - including the CPU and software - was distributed over all of the elements.

(EVIDENCE BINDER 21, p. 4-6) The CAD system's CPU was given to the trade attaché from Iranian embassy prior to 16 November, 1989. We know this from Nassr's 16 November, 1989 telex no. 5084 to Mr. Venkat. Mr. Venkat responded in his telex no. 9496 of 17 November, 1989 that the CPU had been well packed and handed over to the trade attaché and that the software (diskettes) had been given to a Mr. Abid at Munich Airport. The PC operating instructions were sent with the monitor.

(EVIDENCE BINDER 21, p. 28-31) Proposal 8/2111/3241 of 17 November, 1988 (also called the 2nd unified offer) covered not only the PC and equipment but also a "SMD Superhand ECM-83 NR": a surface-mounting device for printed circuit boards (see point D of the proposal).

(p. 354 Export Div.) This fact is corroborated by the testimony of Ms. Faust given 12 November, 1981 (page 3, below). The hurry in getting the materials to Iraq was linked to the need to support the advanced training needs of the people there.

(EVIDENCE BINDER 21, p. 46) Telex no. 1771 of 12 April, 1989 mentions the training of three Iraqis in connection with a February visit of Mr. Eyerle to Baghdad.

(EVIDENCE BINDER 24, p. 9, 10, 18, 21) The second instance of the export of an Mtek MS 30 personal computer cannot be fully proven using invoices. So far investigators have been able to find only a bill of lading from Dittel to Rhein-Bayern dated 18 December, 1989, a listing bearing the title "5th unified offer" and a telex no. 4257 of 16 October, 1989 from Nassr. However, if you consider the fact that a) the order number 9/2707/4000 on the order form and the order number on the aforementioned telex match and b) the term "handcarried" is used, one can conclude that the PC was exported via either the Iraqi embassy or other channels (e.g. via visitors to Iraq).

(p. 937 & 938 Export Div.) According to the statement of the Federal Export Office (formerly the BAW) of 16 June, 1992, the Mtek MS 21 and Mtek 30 required export approval up until 25 December, 1990 (exhibit II D1 Kue-Nr. 346/89). Both computers fall under Item 1565 h of the export list.

### Floating Bodies

On 21 December, 1989, the defendants used KUW Engineering GmbH to order a complete Model RSU 16 rotomolding system including molds from a company called Ernst Reinhardt GmbH (in Villingen). The order included sample molds (valued at 12,800.00 marks) for each of the parts. Ernst Reinhardt GmbH delivered four sample parts to KUW on 9 April, 1990. Two additional sample molds were delivered on 23 August, 1990.

A note saying "confirmed" was added to the corresponding technical drawings on 26 May, 1990 by KA Mohammed and SJ Hamo. According to expert opinion, the floating bodies are containers for chemical weapons which can be placed into the warhead of a 122mm missile. The defendants described these floating bodies to their suppliers in an untruthful manner, characterizing them as "flotation devices".

A search did not turn up the parts. According to a witness named Neher, the parts had already been exported. The fact that investigators have been thusfar unable to determine the exact date of the export of the floating bodies means that it must be assumed that the defendants exported all of them prior to the introduction of the UN trade embargo with Iraq on 11 August, 1990. On the other hand - according to the German Federal Intelligence Service - such floating bodies were found in Iraq... [ "...prior to the embargo" = translator's addition]; this would lead one to believe that the parts had been exported prior to the embargo. The parts correspond to Item 0007 of the export list which addresses armaments used in the dissemination of chemical agents.

### Molds for Artillery Shell Transport Containers

The defendants used the suppliers Vorbach (in Kaufbeuren), Rafeld (in Eberhogen) and Utz (in Switzerland) to obtain transport container molds for artillery shells of caliber 60.8mm, 120mm, 122mm and 130mm. The drawings in EVIDENCE BINDER 30-35 clearly show that the molds are for casings of the stated calibers. This was immediately clear to the defendants. According to Mr. Eyerle, the sales lead was acquired from Ms Khogali-Ismail, formerly Foerg (a defendant in a separate case) with the help of the Abbas brothers. The molds sent in separate shipments, the first of which was made on 28 October, 1988. The shipments occurred as follows:

invoice 82960 of 28 October, 1988 for 435,384.50 marks  
invoice 83293 of 22 November, 1988 for 364,690.65 marks  
invoice 83368 of 29 November, 1988 for 2,207,219.87 marks  
invoice 83640 of 20 December, 1988 for 365,812.75 marks  
invoice 90760 of 22 March, 1989 for 172,807.23 marks

According to a 12 December, 1990 statement made by the BAW, these parts were specially manufactured for use in manufacturing processes corresponding with Item 008 a of the export list and were therefore subject to federal export approval.

Equipment Delivery connected with Gas Ultracentrifuges

The shipments of 240,000 ferrite cores and 10,000 ringband cores occurred as follows:

invoice 100 155 of 26 January, 1990 EVIDENCE BINDER 29, p. 230  
invoice 100 527 of 28 February, 1990 EVIDENCE BINDER 29, p. 285  
invoice 100 663 of 8 March, 1990 EVIDENCE BINDER 29, 300  
invoice 100 723 of 16 March, 1990 EVIDENCE BINDER 29, 307  
invoice 100 852 of 26 March, 1990 EVIDENCE BINDER 29, 313  
invoice 100 872 of 29 March, 1990 EVIDENCE BINDER 29, 319  
invoice 101 361 of 15 May, 1990 EVIDENCE BINDER 29, 356  
invoice 101 479 of 21 May, 1990 EVIDENCE BINDER 29, 365

The companies Kamafer Kaschke (in Goettingen) and Gebrueder Waasner (in Forchheim) delivered the ferrite cores and ringband cores, respectively. The recipient was Electrical Industries Establishment, WA Ziryah, Baghdad, Iraq. A representative of that firm named Mr. Sinan and Mr. Dittel discussed the finishing of the ferrite cores on 21 July, 1989.

The components are part of a hysteresis motor and, according to expert witness, engineer K. Umlauf, are used in the enrichment of uranium. The components would have been enough to build approximately 10,000 gas ultracentrifuges.

The defendants also exported a fully potted stator, the part into which the ferrite and ringband cores are placed. According to the witness named Ms Faust, the potting was performed at the company Weinert (in Kaufbeuren).



It was clear to the defendants by looking at the labeling of one particular technical drawing that the parts were intended for a hysteresis motor (the label read "Hyst. Stator"). Also, in the expert opinion of Mr. Umlauf, Dittel should have realized this because he himself was an expert in this area.

Furthermore, the defendants knew from the company REFU's correspondence that the goods could not be simply exported to Iraq with out a permit.

#### Other Exports

On April 7, 50 tons of graphite powder was shipped to Huteen - i.e. Nisan. The shipments were covered by the following invoices: 80320 of 11 February, 1988, 90989 of 12 April, 1989, 10662 of 7 March, 1990 and 101724 13 June, 1990 (EVIDENCE BINDER 28, p. 83, EVIDENCE BINDER 29, p. 9, 297, 381). Huteen requested graphite with a carbon content of 99.9% and a density of 2.20 g/ccm Hg. The graphite was supplied by the company A. Anton KG (in Graefelfing near Munich).

Such large amounts of graphite are noteworthy. It can be used for certain applications in missile science (see below) and in electromagnetic isotope separation, a process used to obtain nuclear material.

This potential application in missile science is also true for the 200 graphite rods which were delivered to Nassr (invoice 90653 of 8 March, 1989 for 173, 730.00 marks). The fact that they were delivered to Nassr means that they were intended for use in the nosecones of Scud-B missiles, a fact substantiated by the expert witness Dr. Reinecke.

The asbestos material could have also been used in missilery applications as an insulator in the warhead and in the airframe of the Scud-B. See NVA ordinance 11/22, illustration 3-10. This finding is also backed up by Dr. Reinecke's testimony (see EVIDENCE BINDER 29, p. 76).

#### Possession of Rotors with Electronic Detonators

According to the testimony of Hauser (p. 1169ff), the defendants received three Russian-made rotor samples. At least two of them were believed to be [illegible] outfitted with an

electronic detonator (see Diagram Book XX). The electronic detonators contained explosives used to set off the primary charge. These rotors were brought from Kaufbeuren to Ros (in Coburg) and then back again. At least one of them was taken to Switzerland by the witness Hauser. Thusfar, authorities have been able to find and confiscate one electronic detonator. However, based on Hauser's testimony, there must have been at least two of them.

The defendants did not have the appropriate permit as described in § 7, Par. 1, Items 1 and 3 of the German Law on Explosives.

Mr. Dittel is not suspected of having violated this law as he knew nothing about the detonator or explosives. This may well be a situation of "excessive complicity" which would not work against Dittel due to his ignorance of the details in this particular matter. It should, in fact, be in his favor.

Exports made after 11 August, 1990

On 17 August, 1990, the defendants received g-switches and solenoids from Metalka in Yugoslavia (covered by invoices 66/00.286 and 66/00.287), a supplier. The defendants were trying to reconstruct the g-switches of the Scud-B. The bill of lading (no. 4928 of 22 August, 1990) which accompanied Rhein-Bayern's delivery to Avionic-Dittel was signed by Mr. Eyerle (see EVIDENCE BINDER 56, p. 111, EVIDENCE BINDER 72, p. 448, 449, 486ff).

There is more evidence that deliveries were made after imposition of the embargo. Mr. Dittel used the witness Rojnik to export finished and unfinished fuzing systems and fuzing system parts to Yugoslavia. See the receipt slips of 10 January, 1990 and the delivery slip of 27 September, 1990. (EVIDENCE BINDER 65, p. 33 and 38).

The receipt slip of 10 November, 1990 gives the parts as "100 plastic parts with contacts for 5A fuses and 100 complete 5A fuses". If you compare this with Avionic-Dittel's list of

15 December, 1990 for the delivery of internal contacts, it become evident that these are not 5A protection fuses but rather components of the Scud-B contact head assembly (EVIDENCE BINDER 65, p. 29).

Consider the note: "Per the invoice dated 10 November, 1990, we took 200 as samples and sent them on". This means that the parts were transshipped to Iraq via Yugoslavia. A certain Mr. Poglayen assembled the other internal contacts himself in Landsberg on 8 November, 1990, thus making it unnecessary to have the parts assembled further in Yugoslavia.

This coincides with Mr. Venkataramanan and Dittel's trips to Cyprus and with their visits to D.F.C. Industrial (Cyprus) Ltd. (in Limassol) and S.T.I. Services Ltd. (in Nicosia). Both of these firms are dummy corporations. The yugoslavian national Janesh Dolinar is managing director of of D.F.C.; the managing director of S.T.I. is Jeid J. Sha' Sha, a citizen of Jordan.

The fact that the defendants did not reduce their production of detonator components but rather increased it is a further indication that exports were made in contravention of the embargo. We know this from the testimony of Mr. Kocir, the numerous parts found and from the dates of production. On 12 December, 1991, Mr. Dittel tried to obtain a tool used in the production of the Styx detonator housing (see EVIDENCE BINDER 90, p. 296-298 and p. 667-674 of Customs - Export Div.). As we know from Mr. Ros's testimony, Dittel also tried to get missile parts from the company Ros in December 1991 (Export Div., p. 1187ff).

#### 5. Subjective Evidence

The defendants knew that Iraq would only do business if it involved the sale of arms. Mr. Eyerle admitted to this during his hearing on 4 February, 1992. We also know this from the testimony of the witnesses Hesse-Cammozzi, Rafeld, Mueller and Neher as well as from the appointment book and personal planner entries of the defendants. These entries contain information including the ranks of their iraqi business partners. The defendants knew what the ultimate goal of their productions efforts was, according to witnesses Schuh and Stolte (p. 5, 163 and 385 of District Attorney - Export Div.)

Schuh says that Stolte had seen Mr. Eyerle with missile fuzing systems. He could only have found that out from Mr. Eyerle because Stolte's field of expertise is limited to vehicle sales.

The term "fuse" appears numerous times in documents taken from both companies. An example is the Rojnik's receipt slip of 10 November, 1990. It contains the term. One must note that the term can mean either "protection fuse" or "fuzing [i.e. detonation] system". However, according to Dr. Reinecke, the technical drawings and sketches make evident that fact that the items were Scud-B fuzing systems (see EVIDENCE BINDER 27).

Dittel's 29 March, 1990 proposal to Mr. Venkat contains the term, covering 1,000 fuses (based on the provided sample) comprising the main body made of pressed plastic, switch with contact, 6 mounted spring-loaded contacts, and six pressed-in contacts. There is a handwritten change of the term "Fuse" to "Stator" (EVIDENCE BINDER 55, p. 314). In a letter from Rhein-Bayern (of 30 March, 1988 bearing the reference "Mr. Venkat/Faust") to Nassr, reference is also made to "fuses". In this case too, the term is later changed by hand to read "stators".

Exhibits I G 5 a+B from EVIDENCE BINDER 27 are clearly parts of a missile nosecone. This is evident even to a lay person. The exhibits contain a document with the handwritten notation: "Technology + Machinery [sic.] + Raw Material for 1,000 Piece". This is clear evidence that component production was intended for 1,000 missiles.

The minutes from a meeting held with the Iraqis from 17 July to 3 August, 1989 also shows that there were plans to manufacture missile components. Technical details were discussed, one of them being that fact that the aneroid switches were expected to function at an altitude of at least 200km. This means that the discussion had to have been about missiles as airplanes do not fly at such high altitudes (see District Attorney - Export Div., p. 1241).

Additional proof that the work was geared towards military ends comes in the form of the 5th unified offer to Nassr of 11 September, 1989 and other written correspondence.

The defendants should have recognized that ferrite and ringband cores were involved when they saw the term "hysteresis stator" in the technical drawings. They knew that the

parts were subject to export approval based on letters received from the company REFU which spoke of the procurement of converters. Also, the defendant is an electronics expert.

The defendants described their goods to third parties as defense-related goods. This was especially true for the power amplifier (see various letters from Mr. Venkat to Thai and Iranian contacts).

One must point out that the obligation to obtain export approval is not based on knowing the technical details of goods intended for export but rather on knowing their intended use. The defendants knew this. For example, they applied for an export certificate for the PC and related equipment, only to subsequently export it without approval once they learned that they would not receive the OK. Proof of this comes in their request to the BAW of 15 April, 1991 (EVIDENCE BINDER 42, p. 6). The defendants should have recognized the gravity of their business deals when the Iraqis tried to get chemicals from them in 1987 for the production of Sarin gas (see Mueller's testimony, p. 1182 and letter from the company Schletter, p. 1186 a). Furthermore, Ms Khogali had told Mr. Eyerle about the Iraqi's desire to obtain such chemicals; this was during the final phase of the Gulf War between Iran and Iraq. There was considerable media coverage which stated that Iraq was using poison gas against its internal and external enemies.

## 6. Legal Position

In its decision of 28 September, 1990, the Appellate Court of Munich, applying the "principle of modularity", found that the defendants' activities were in violation of § 16 a and § 22 of the KWKG, even if - taken together - the parts they manufactured did not constitute a complete fuzing system. This finding applies to all of their criminal activities in this case: possession, manufacture and exportation of Styx and Scud-B missile fuzes.

In the opinion of Dr. Reinecke, the defendants had in their possession a complete Styx fuze. Dr. Reinecke believes that the Scud-B fuzing system was 90% complete, the crush

and g-sensor unit was almost 100% complete and the other components were each 80% complete. Note that the Federal Minister of Economy said in his statement of 15 December, 1990 that the "principle of modularity" applies not only to exports but also to domestic activities such as ownership and imports.

We concur with this viewpoint. The manufacturing of components is important because the issue concerns the existence of dangerous implements in varying degrees of completeness. If one bears in mind what the law was intended to do (as expressed by the Appellate Court of Munich) , to treat the defendants' activities as anything other than this would be wrong.

The decision of the Appellate Court of Munich as "lex specialis" has caused the KWKG to follow the lead set by the AWG involving regulations on the export of missile fuzing components.

For the exports not covered by the KWKG, § 34, Par. 1, Items 2 and 3 of the AWG apply. Of importance here is the decision of the Appellate Court of Hamm of 2 April, 1992, exhibit 3 Ws 212/92. Pages 6-8 explain the court's view of how the defendants' activities constituted a significant disruption of Germany's foreign affairs. The view applies to Rhein-Bayern (see the position of the German Foreign Ministry).

Although the Foreign Ministry's position on the molds diverged from ours when it was given, it is no longer of critical importance given the current state of affairs in the investigation. At the time the Foreign Ministry made its determination, the full magnitude of the shipments was not yet known. Also, there has been considerable reaction from the international community since then. In the opinion of the Appellate Court of Hamm, attention should not be focused solely on the shipments themselves or on the chronological sequence of events. In the Foreign Ministry's statement of 19 March, 1992, German shipments of arms in support of the Iraqi armament program prompted marked reactions from the countries around the world. The wave of global reactions which came in the wake of the missile attacks on Israel made it very difficult for the Federal Republic of Germany to realize its foreign policy interests. Also, because Germany was widely seen as a key supplier of arms to the Iraqis, a great amount of effort had to be expended in order to counter that perception.

This opinion was applied to the case of Huetten and Hinzen and it applies also to the

case of Rhein-Bayern. Rhein-Bayern has been mentioned numerous times in the international press in connection with arms sales to Iraq.

The stormy international atmosphere was evident during the time the defendants were making their first business deals with the Iraqis and also at the beginning of the Iran-Iraq war. Iraq was launching gas attacks against its enemies. Such activities disrupted the peaceful coexistence between peoples in the region. Missiles containing parts provided by the defendants fell on neighboring countries during the war for Kuwait and caused high levels of damage.

To the extent that multiple shipments were made as part of projects such as "GUZ" or Scud-B, the KWKG considers them all to be part of a single criminal act. The defendants knew based on their sales proposals to and agreements with the Iraqis the magnitude of the shipments they were making. Their actions can all be considered part of a single criminal intent.

This was not the case with shipments occurring after the trade embargo on 11 August, 1990. The defendants did not anticipate the imposition of an embargo when they began work in support of Projects 144 and 1728. In order to continue their shipments, they had to change how they operated by exporting their goods via third-party countries in order to circumvent the embargo.

The defendants' violations of the Law on Explosives do not parallel their violations of the KWKG. the Law on Explosives has a different aim: to protect the trade sector (see Erbs/Kohlhaas/Steindorf; preliminary statements 2 b to the Law on Explosives).

#### 7. Determination of Penalty

The fact that the defendants provided investigators with a least some information during questioning is to their benefit. Also, the defendants are first-time offenders.

It is to the benefit of Mr. Venkat and Dittel that they were both subordinate to Mr. Eyerle (owner and sole

managing director of Rhein-Bayern Fahrzeugbau GmbH & Co. KG and of Rhein-Bayern-Avionic-Dittel GmbH). They were both paid by Mr. Eyerle. While his company was independent and after it was bought by Mr. Eyerle, Dittel was able to survive only through money he got from Mr. Eyerle. Mr. Eyerle was paying Dittel large sums of money in 1988. The agreements of 19 July, 1989 made Dittel fully dependent on Mr. Eyerle. Although Dittel was head of technical operations with wide-ranging authority in that area, Mr. Eyerle was solely responsible for running the business. This was also true for Mr. Venkat. Nevertheless, all defendants are considered to have worked together as spelled out in § 25, Par. 2 of the StGB. The activities of each of them contributed to the overall plan; the plan could not have worked without this collaboration. Such collaboration aggravates the seriousness of the crime.

The delivery of large amounts of implements of mass destruction (and goods for the manufacturing of such implements) also aggravates the crime. The effects of such deliveries is in part evident in the form of the loss of life and property they caused.

The fact that Mr. Eyerle knew early on the intentions of the Iraqis will work against him. Take for example the attempt in 1987 by the Iraqis to acquire chemicals used to produce nerve gas.

The defendants committed the crime during the course of business. This means that it falls under the extended penalties provided for in § 22 a, Par. 22 of the KWKG, the corresponding regulation in Sec 16 a of the previous version of the KWKG, and § 34, Par. 3, Item 1 of the new version of the AWG treating post-embargo crimes. The abovementioned considerations also mean more serious punishments even when § 34, Par. 1 of the old version of the AWG is applied.

#### 6 Remand and Seizure

The defendants should remain on remand as the grounds for their arrest as determined by the Appellate Court still exist.

As far as the confiscated components and illustrations are concerned, ...[illegible]. For the items which ...[illegible]. Also, grounds for the seizure of goods and other property is based on § 13, Par....[illegible] of the KWKG.



We request that the testimony of expert witnesses concerning missile components, GUZ and the German Federal Intelligence Service be held in closed session per § 172 of the GVG. Many of the issues to be addressed are of a restricted nature and the information is therefore for official use only.

Sentencing will occur at the District Court of Augsburg/Business Crime Division as determined by § 7, 8 of the Federal Rules of Criminal Procedure and § 24, 74 c, Par. 1, No. 3 of the Judiciary Act and § 43 of the AWG.

I (i.e. The People) file suit and pray for judgment as follows:

- a) for this indictment to be made part of the actual trial,
- b) for a date to be set for the actual trial
- c) for the defendants to remain on remand,
- d) for the services of an interpreter to be provided to Mr. Venkat during the actual trial,
- e) for an interpreter to be provided to translate the numerous English documents which are part of the expert testimony.

I (i.e. The People) call on the following persons as witnesses:

1. Expert witnesses:

Klaus Umlauf, engineer (specialist on gas ultracentrifuges), available through Uranit GmbH, Stetterbacher Staatsforst, Postfach 14 11, 5170 Juelich, (p. 399-402 of Customs - Export Div.).

Dr. Norbert Reinecke, available through the Ministry of Defense, Abt. Rue T II 5, Postfach 13 28, 5300 Bonn 1 (p. 403 of Customs - Export Div.).

Interpreters (to be named at a later date) to translate the English documents.

2. Witnesses:

Stolte, Helmut Heinrich  
Bellenberger Str. 11, 7917 Voehringen  
p. 94-96 Customs - Export Div.  
p. 103, 385 District Attorney's Export Div.

Rohner, Ursula  
Breslauer Str. 18, 7910 Neu-Ulm  
p. 98-99 Customs - Export Div.  
p. 183 District Attorney - Export Div.

Vorbach, Hans  
Glasstr. 3, 8950 Kaufbeuren 2  
p. 100-101 Customs - Export Div.

Vorbach, Christian  
Glasstr. 3, 8950 Kaufbeuren 2  
p. 102-103 Customs - Export Div.

Rafeld, Karl  
Kirnachstr. 18, 8954 Ebenhofen  
p. 106-108 Customs - Export Div.  
p. 296-298 Customs - Export Div.  
p. 667-674 Customs - Export Div.  
p. 707, 1026 District Attorney - Export Div.

Bauer, Manfred  
Buergerstr. 33, 8950 Kaufbeuren 2  
p. 109-110 Customs - Export Div.  
p. 187-190 Customs - Export Div.  
p. 192-193 Customs - Export Div.  
p. 255 District Attorney - Export Div.

Sachers, Thomas  
Sonnensre. 25, 8854 Asbach-Baeumenheim  
p. 114-115 Customs - Export Div.

Scholl, Gerhard  
c/o Fa. Herion Werke KG  
Stuttgarter Str. 120, 7012 Fellbach  
p. 117-120 Customs - Export Div.

Hammel, Georg  
Stienbachweg 175, 6994 Niederstetten 3  
p. 126 Customs - Export Div.

John, Peter  
Nikolsburger Str. 27, 8950 Kaufbeuren  
p. 128-129 Customs - Export Div.

Mueller, Ewald  
Am Osterbuch 3, 7345 Deggingen  
p. 130-131 Customs - Export Div.  
p. 880-884

Wandelt, Werner  
Im Brunnengarten 15, 7705 Steisslingen  
p. 137-139 Customs - Export Div.

Kittag, Gerd Walter  
Ottakringerstr. 139, 1160 Vienna, Austria  
p. 163-165 Customs - Export Div.

Klir, Vilem  
Neumarkter Str. 34, 8000 Munich 80  
p. 178-180 Customs - Export Div.  
p. 662-664 Customs - Export Div.

Ratzinger, Wilhelm  
c/o Fa. Richard Anton KG  
Hammermuehlstr. 13, 8391 Oberzell  
p. 195-196 Customs - Export Div.

Wainwright (US citizen)  
Widderberger Str. 14, 8138 Andechs-Frieding  
p. 206-208 Customs - Export Div.

Heyl, Tilo  
Kaestle, Hans  
c/o Fa. REFU-Elektronik KG  
Uracher Str. 75, 7430 Metzingen  
p. 319-322 Customs - Export Div.

Stortz, Klaus  
c/o Fa. E. Reinhardt GmbH  
Gueterbahnhofstr. 1, 7730 VS-Villingen  
p. 323-324 Customs - Export Div.

Hofacker, Joerg  
Klaiber, Gerd  
c/o Fa. Amphenol-Tuckel Electronics GmbH  
August-Haeuser-Str. 10, 7100 Heilbronn  
p. 326-327 Customs - Export Div.

Stadelman  
Porst  
c/o Fa. Alfatec GmbH  
Neuwieder Str. 10, 8500 Nuernberg  
p. 331-332 Customs - Export Div.

Neher, Ulrich  
Schillerstr. 49, 8952 Marktobendorf  
p. 333-346  
p. 242, 701 District Attorney - Export Div.

Waasner, Rolf-Dietrich  
Waasner, Christian  
c/o Fa. Gebr. Waasner-Elektrotechnische Fabrik  
Bamberger Str. 85, 8550 Forchheim/Oberfr.  
p. 349-350

Faust, Claudia  
Antoniwalter Weg 2, 8950 Kaufbeuren 2  
p. 352-359 Customs - Export Div.

Heineman, G.  
c/o Fa. Kamafer-Kaschke KG  
Rudolf-Diesel-Str. 6, 3400 Goettingen  
p. 364-365 Customs - Export Div.

Hans, Helmut  
Sankt-Martin-Str. 88, 8000 Munich 90  
p. 380-381 Customs - Export Div.

Kocir, Ruediger  
Heigelhofstr. 70, App. 6/11, 8000 Munich 70  
p. 388-391 Customs - Export Div.  
p. 438 Customs - Export Div.  
p. 633-641 Customs - Export Div.  
p. 74, 229, 507 District Attorney - Export Div.

Hesse-Camozzi, Eberhardt  
Gartenstr. 12, 6115 Muenster  
(being questioned in connection with another case)  
p. 404-415 Customs - Export Div.

Schantroch, Alexander  
Am Leinauerhang 7, 8950 Kaufbeuren  
p. 541-543 Customs - Export Div.  
p. 73, 298, 415, 422 District Attorney - Customs Div.

Filser, Siegfried  
Dr. Gerbl Str. 52, 8912 Kaufering  
p. 544-545 Customs - Export Div.  
p. 660-661 Customs - Export Div.  
p. 296, 410, 425 District Attorney - Export Div.

Koch, Josef  
Baumannstr. 2, 8951 Irsee  
p. 555-556 Customs - Export Div.  
p. 301 District Attorney - Export Div.

Ritt  
c/o Fa. Siemens, Abt. PR ROE M QZP  
Werinherstr. 91, 8000 Munich 90  
p. 580-581 Customs - Export Div.

Poetzsch, Marianne  
Koenigsbergerstr. 15  
8951 Zellerberg-Rieden  
p. 613-614 Customs - Export Div.  
p. 481 District Attorney - Export Div.

Berchtold, Walter  
Obermeyerstr. 20, 8950 Kaufbeuren  
p. 618-620 Customs - Export Div.  
p. 478 District Attorney - Export Div.

Werner, Wilfried  
Huettenstr. 16 d, 8950 Kaufbeuren  
p. 621-623 Customs - Export Div.  
p. 475 District Attorney - Export Div.

Beyer, Karl-Heinz  
c/o Fa. Rafeld KG  
Kirnachstr. 15, 8954 Biessenhofen-Ebenhofen  
p. 667-674 Customs - Export Div.  
p. 707, 1026 District Attorney - Export Div.

Repert, Heinz  
Toeltzerstr. 14, 8195 Deining  
p. 684-685 Customs - Export Div.  
p. 876 District Attorney's Export Div.

Riedl, Xaver  
Tegernseer Landstr. 80, 8028 Taufkirchen  
p. 694-696 Customs - Export Div.

Langbein, Dieter  
Eigenheimstr. 10, 8632 Neustadt  
p. 706-708 Customs - Export Div.  
p. 754 District Attorney - Export Div.

Palme, Roman  
Neissegasse 9, 8950 Kaufbeuren 2  
p. 718 Customs - Export Div.

Poeschl (wife of the managing director)  
Industriestr. 10, 8034 Germering  
p. 737-740 Customs - Export Div.

Albustin, Adalbert  
Hauswiesenstr. 7, 8912 Kaufering  
p. 745-746 Customs - Export Div.

Konopatzki (manager of operations)  
Kraus, Rainer  
c/o Fa. Kraus-Kunststofftechnik GmbH  
Wiesenstr. 11, 8933 Klosterlechfeld  
p. 753-761 Customs - Export Div.

Kienle (scheduling chief)  
c/o Fa. G. Luft-, Mess- und Regeltechnik GmbH  
Gutenbergstr. 20, 7012 Fellbach-Schmieden  
p. 775-776

Rapp (salesman)  
c/o Fa. Hahn & Kolb GmbH & Co. KG  
Koenigstr. 14, 7000 Stuttgart 1  
p. 789 Customs - Export Div.

Wiedemann, Heinz  
c/o Fa. Huebers-Verfahrenstechnik GmbH  
Franzstr./Bernh.-Otte-Str. 1, 4920 Bocholt/Westf.  
p. 843 Customs - Export Div.

Esser, Hans-Joachim  
c/o Fa. Therm-Aix  
Juelicher Str. 336, 5100 Aachen  
p. 844-845 Customs - Export Div.

Aichinger, Rolf-Peter  
9920 Lovendegem/Belgium  
p. 852-855 Customs - Export Div.  
p. 1167 District Attorney's Export Div.

Maes, Johannes  
Rozenlaan 5, 2930 Brasschaat/Belgium  
p. 852-855 Customs - Export Div.  
p. 1165 District Attorney's Export Div.

Hauser, Alfons  
Breitenstr. 10, 8805 Richterswil/Switzerland  
p. 861-869 Customs - Export Div.  
p. 1169 District Attorney's Export Div.

Mr. Muehlich  
Dr. Strube  
Dr. Jordan  
c/o Fa. Dr.-Ing. Max Schloetter KG  
Talgraben 30, 7340 Geislingen/Steige  
p. 885-887 Customs - Export Div.

Bayerhof, Alfred  
c/o Fa. Rhein-Bayern Fahrzeugbau KG  
Gewerbestr. 61, 8950 Kaufbeuren 2  
p. 894-895 Customs - Export Div.

Ros, Werner  
Himmelsacker 41, 8630 Coburg  
p. 869-899 Customs - Export Div.  
p. 1187 District Attorney's Export Div.

Zollfahndungsamt Munich [Customs Investigations Office]  
Meiserstr. 4  
8000 Munich 2

ZOI Frank (lead attorney)  
ZOI Schrott  
ZBI Zeiliger  
ZOS Glaser

### 3. Documentation

German Federal Intelligence Service files

BLKA [transl. note: acronym unclear; could be the Bavarian Criminal Investigation Office], Ministry of Economics, Foreign Ministry, United Nations, International Atomic Energy Agency

Evidence binders 1-103 (correspondence, invoices, export request forms, meeting minutes, etc.)

Five (5) binders containing translations, export invoices, computer printouts

One (1) book of diagrams

Personal planners and appointment books (covering 1987 - 1991) belonging to the defendants

German Register of Companies

Consulting Contract of 19 July, 1989

Acquisition Agreement of 17, July, 1989

Excerpts from the German Federal Master Register

### 4. Confiscated Components

Files and evidence to be sent to:

Landgericht Augsburg [sic.]

Wirtschaftskammer

8900 Augsburg

Augsburg, 14 January, 1993

District Attorney's Office of the District Court of Augsburg

[signed]

(Schelzig)

District Attorney a. GL [transl. note: acronym unclear]