

Terms and Conditions – Purchase of Production Material, Parts and Other Goods

1. Interpretation

1.1 Definitions:

Affiliate: In respect of a person, Affiliates are any persons that Control, are controlled by or are under common Control with that person from time to time.

Applicable Laws: any statute, statutory instrument, byelaw, order, regulation, directive, treaty, decree, decision any legally binding rule or policy and any guidance, recommendation, code of conduct or guideline which is binding on a party in force from time to time (and as amended from time to time) which relate to this agreement and/or the activities of a party.

Bentley: Bentley Motors Limited (registered in England and Wales with company number 9928987 with a registered office of Pyms Lane, Crewe, Cheshire, United Kingdom, CW1 3PL)

Bentley Materials: has the meaning set out in clause 8.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 17.4.

Contract: the contract between Bentley and the Supplier for the sale and purchase of the Goods in accordance with these Conditions and the Purchase Order.

Control: in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contract powers or otherwise and “Controlled” is construed accordingly.

CSBR or Cyber Security Basic Requirements: Bentley’s standard requirements in relation to automotive cyber security, a copy of which is available on the VW Supply Portal.

Free and Open Source Software (FOSS): means any software subject to a version of the General Public License, together with any other ‘open source’ software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) and any ‘free software’ as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of this Agreement and as amended from time to time.

Goods: the goods (or any part of them) as set out in the Purchase Order.

Intellectual Property Rights: any patents, trade marks, service marks, registered designs, utility models, unregistered design rights, copyright (including copyright in drawings, plans specifications, designs and computer software), database rights, rights in inventions, business or trade names (including internet domain names and e- mail address names), rights in confidential information and trade secrets and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for registration and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights.

Mandatory Policies: the business policies which are available on the VW Supply Portal (as amended from time to time).

Nomination Letter: the document (usually issued electronically and referred to as eNA) informing the Supplier of their nomination and outlining the key technical and operational requirements for the supply of the Goods.

Parts: Goods which are (primarily) vehicle components which will not be utilised by Bentley in production but will be used for other purposes – spares, sold into the aftersales market etc.

Production Location: the location where the Goods will be manufactured as documented in the Nomination Letter.

Production Material: Goods which are (primarily) vehicle components which will be utilised by Bentley in the production of Bentley motor vehicles and goods.

Purchase Order: the document headed 'Purchase Order' which accompanies these terms and which details Bentley's order for the Goods.

Quality Documents: the quality requirements outlined in the documents (including the Formel Q series of documents) available under 'Quality Assurance' on the VW Supply Portal and any other quality documents issued by Bentley from time to time.

Schedules: are the timing plans provided by Bentley to the Supplier for the supply of Production Material and Parts.

Sequenced PM: Production Material which is required to be processed prior to arrival at Bentley premises and is identified as such (along with the appropriate Incoterm) on the Purchase Order.

Specification: any specification for the Goods, including that outlined in the Purchase Order and/or Nomination Letter or in the case of Production Material and/or Parts, any 2D Drawing, Lastenheft or Bid Specification.

Standard Logistics Specification or 'SLS': the document provided by Bentley to the Supplier which outlines in detail Bentley's process and requirements in relation to the delivery of Production Material as amended from time to time.

Supplier: the person, company, firm or entity identified in the Purchase Order who is responsible for providing the Goods to Bentley.

VW Supply Portal: the online business platform, available to all Bentley suppliers at www.vwgroupsupply.com

Warranty Period: has the meaning prescribed at Clause 3.10

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) Unless expressly stated otherwise in these Conditions, a reference to **writing** or **written** includes emails.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the parties seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Purchase Order constitutes an offer by Bentley to purchase the Goods in accordance with these Conditions. The offer may be withdrawn by Bentley at any time before the Supplier's acceptance in accordance with Clause 2.3.
- 2.3 The Purchase Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing a written acceptance of the Purchase Order; and
 - (b) the Supplier doing any act consistent with fulfilling the Purchase Order or providing the Goods.

at which point the Contract shall come into existence.

- 2.4 The Contract shall continue until all obligations under it have been discharged.
- 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 2.6 Unless any terms discussed or arising from any previous course of business between Bentley and the Supplier are specifically incorporated into the Contract in writing (not via email) they shall not form part of the Contract.
- 2.7 In relation to Production Material and Parts, the Purchase Order is issued on the basis that the Supplier has been nominated to provide the Goods as outlined in the Nomination Letter. Where there is a conflict between these Conditions and the Nomination Letter, these Conditions shall take precedence.

3. The Goods

- 3.1 The Supplier shall provide the Goods to Bentley in accordance with these Conditions.
- 3.2 Where the Goods are Production Material or Parts, the Supplier will receive a Nomination Letter, which will specify the Bentley model of vehicle (either BY number or name) to which the Goods relate. The Supplier is obligated to provide the Goods for as long as that vehicle is in production by Bentley, plus an additional post production period of 15 years. Both parties acknowledge the length of production for each model of vehicle is subject to change for a variety reasons, including market demand.

- 3.3 Where the Goods are neither Production Material or Parts, the Supplier is obligated to provide the Goods for the periods and in the timescales outlined in the Purchase Order.
- 3.4 If Production Material is to be used in another model of vehicle, without modification or with only minor modifications, then Bentley may require the Supplier to supply the Goods for that model on terms which correspond to those contained in this Contract.
- 3.5 The Supplier shall meet any performance dates for the Goods as notified to the Supplier by Bentley.
- 3.6 The Supplier shall ensure that the Goods shall:
- (a) correspond with their description and the Specification;
 - (b) (where applicable) meet the technical and operational requirements outlined in the Nomination Letter;
 - (c) (unless confirmed by Bentley in writing as not being applicable) comply with the requirements set out in the CSBR;
 - (d) (where applicable) are produced at the Production Location;
 - (e) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Bentley expressly or by implication, and in this respect Bentley relies on the Supplier's skill and judgement;
 - (f) where they are manufactured products, be free from defects in design, material and workmanship and remain so for the applicable warranty period specified in Clause 3.10;
 - (g) comply with all applicable statutory and regulatory requirements relating to the composition, manufacture, cyber security, labelling, packaging, storage, handling and delivery of the Goods;
 - (h) to the extent that they contain software, be incapable of being sabotaged or accessed and/or modified by third parties who have not been authorised to do so and shall be protected from unintended alterations, and remain so for the warranty period specified in Clause 3.10; and
 - (i) comply with the Quality Documents.
- 3.7 In addition to the general requirement at Clause 3.6(g), where the Goods are Production Material or Parts, the Supplier must ensure that the Goods are (and remain) compliant with all approvals, regulations, safety requirements, emissions and certification requirements in all markets within which Bentley sells or may sell its vehicles. It is the Supplier's responsibility to ensure that it is aware of any changes to such requirements or laws and to take any necessary steps, at its cost, to implement such changes.
- 3.8 Without prejudice to any other right of Bentley (whether express or implied) or any other assurance or guarantee given by the Supplier to Bentley or which Bentley has the benefit of, the Supplier shall without delay repair or replace at its own expense any Goods which are or become defective within the Warranty Period, where such defect arises under proper use from

faulty design, materials or workmanship or the Supplier's incorrect instructions as to use or any other breach of any guarantee, warranty express or implied.

3.9 The guarantee at Clause 3.8 shall apply to any items repaired or replaced under Clause 3.8 for an equivalent Warranty Period from the date of repair or replacement of such items.

3.10 The warranty period is the longest of:

- (a) 36 months from the date Bentley accepts the Goods;
- (b) the warranty period provided by applicable law; or
- (c) the warranty period offered by Bentley to the end users for its products for Production Material or Parts. This period is usually three years from the date of registration of the relevant vehicle for Production Material and three years from the date of fitting or purchase (whichever is the later) for Parts. It is accepted that this period may be extended where Bentley voluntarily or pursuant to a governmental instruction, offers remedial action to such end users or is required to address a defect or condition that relates to motor vehicle safety or the failure to comply with any applicable law, safety standard or corrective service action. In this instance, the warranty shall continue for such period of time as may be deemed necessary by Bentley or required by governmental instruction where the Goods are used or provided.

(the 'Warranty Period')

3.11 Any breach by the Supplier of its obligations under clause 3.6 shall entitle Bentley, after serving reasonable written notice of intent to proceed, to remedy the defect at the Supplier's risk and expense without prejudice to Bentley's other rights.

3.12 In addition to the general requirement at Clause 3.6 (g), The Supplier warrants that the material composition and formula of the Goods and any packaging shall comply with the requirements of the United States of America's Toxic Substances Control Act ("TSCA"). The Supplier shall conform to all TSCA certification requirements and shall provide to Bentley a certificate of conformity. The Supplier shall also make available to Bentley the full details of the material composition and formula of the Goods, before the start of the inspection process for initial sampling, but at the latest when requested to do so by Bentley. The Supplier is obliged to inform Bentley immediately of any changes to the material composition and formula, and to ensure that the Goods continue to comply with TSCA. The Supplier shall immediately inform Bentley of any information and notifications it has made to courts, authorities or other official bodies regarding the material composition and formula of the Goods and/or any packaging. Upon request, the Supplier shall provide Bentley with the results of a random sample of the material composition and formulation carried out by an independent testing laboratory for validation of the data supplied. Furthermore the Supplier shall support Bentley, on request, in any random sampling tests carried out by Bentley.

3.13 Bentley may make changes to the Specification which the Supplier shall be required to implement. Bentley shall pay the reasonable costs of the Supplier in implementing such changes. Where the Supplier wishes to or requires to make any changes to the Goods or their Specification, it must contact Bentley for its approval for the change immediately. The costs related to and incurred by Bentley as a result of such a change will be borne by the Supplier.

- 3.14 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.15 Bentley may inspect and test the Goods at any time before delivery.
- 3.16 In addition to its right of inspection in relation to the Goods, Bentley or its appointed agents shall be entitled to make reasonable visits to any or all of the Supplier's premises (including but not limited to the Production Location) or the premises of any of the Supplier's subcontractors for the purpose of inspecting work in progress and shall give not less than 48 hours' notice in writing of such visits.
- 3.17 If following such inspection or testing Bentley considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings in this Contract, Bentley shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.18 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Bentley shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.19 The Supplier must not supply the Goods from anywhere other than the Production Location without the express written consent (not email) of Bentley. Such written consent must be requested in writing (not email) no later than 12 months prior to the proposed date of relocation. Bentley is not obligated to but may grant consent, with or without conditions, which may include an indemnity for any costs incurred by Bentley as a result of the Supplier's proposed relocation.
- 3.20 In supplying the Goods, the Supplier not act or omit to act in a way or associate with any third party which does or may, in Bentley's reasonable opinion, bring Bentley's name into disrepute or would have a materially adverse impact on Bentley's good name, reputation or public image, or be damaging to Bentley's business, including causing or permitting anything which is offensive, immoral or illegal.
- 3.21 The Supplier is directly responsible for ensuring the license-compliant use of Free and Open-Source Software ("FOSS") within the Goods under this Contract. The Supplier must guarantee that FOSS usage does not impair the intended use of the Goods and/or Intellectual Property Rights. Specifically, the Supplier must ensure that:
- (a) no copyleft effect mandates the publication of closed source software (including proprietary code developed by a third party or code components thereof) under the FOSS license;
 - (b) no licenses require the provision of signature keys, authentication keys, or similar for systems with sequence checks, including for their reinstall or execute modified software (tivoisation),
 - (c) FOSS licenses do not contain a user's right to exchange software if it's not guaranteed in the supplied software,
 - (d) No delivery (signature) keys or similar (e.g. "installation information") is required,

- (e) commercial use is not excluded,
- (f) no incompatibility arises between different FOSS licenses used; and
- (g) no additional obligations beyond mandatory information (e.g. copyright notices, acknowledgements, relevant license texts) are imposed.

Deviations from the provisions provided for in this clause 3.21 require prior written agreement with Bentley. If within the framework of the provision of the Goods, the Supplier proposes use of FOSS with atypical licenses requirements, the Supplier will agree this with Bentley before any usage thereof.

3.22 If FOSS is used as part of the Goods the Supplier undertakes to:

- (a) provide Bentley with all necessary information and materials for FOSS license-compliant use (e.g. compulsory statements such as component name, copyright information and license texts), and enable Bentley to verify the license-compliant use as appropriate to the individual case;
- (b) make all information and materials required under clause 3.22(a) available to Bentley when requested and in the format requested,
- (c) hand over the FOSS source, including modifications, to Bentley when requested and in any event no later than the time of provision of the Goods; and
- (d) grant Bentley the right to modify FOSS contained in the Goods as well as related proprietary software and perform reverse engineering for debugging purposes if mandated by a relevant FOSS license. In this case, the Supplier ensures the same right for third-party software components.

3.23 Bentley shall, at any point be able to request evidence from the Supplier that it has complied with the requirements of Clauses 3.21 and 3.22, and shall indemnify Bentley against any claims of third parties, irrespective of amount, and against any costs associated with any FOSS.

4. Delivery

4.1 Where Goods are Production Material, the Supplier will supply Goods in accordance with the Standard Logistics Specification. The Goods will be provided in accordance with timings and quantities outlined in Schedules.

4.2 Where the Goods are Parts, the Supplier will supply Goods in accordance with the Aftersales logistics requirements, as notified and made available (through the VW Supply Portal or otherwise) to the Supplier from time to time. The Goods will be provided in accordance with timings and quantities outlined in Schedules. Bentley may liaise with the Supplier on matters of capacity but the requirements in the Schedules will take precedence.

4.3 Where the Goods are neither Production Material or Parts, the Supplier must provide the Goods:

- (a) in the quantities specified in the Purchase Order; and
- (b) unless specified by Bentley in writing, as soon as possible and in any event no later than the delivery date identified on the Purchase Order.

- 4.4 For all Goods, the Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (c) if the Supplier requires Bentley to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.5 For Production Material and Parts, (which are not Sequenced PM), unless otherwise specified by Bentley on the Purchase Order, the Goods will be delivered FCA/Free Carrier (as defined by Incoterms 2020) at the Production Location. The Supplier shall use best endeavours and take all necessary steps to ensure that the Goods will arrive at Bentley's premises during Bentley's normal business hours, or as instructed by Bentley.
- 4.6 For Goods which are not Production Material or Parts, unless otherwise specified by Bentley on the Purchase Order, delivery will take place at Bentley's premises.
- 4.7 If, for any reason, Bentley is unable to accept delivery when the Supplier is ready willing and able to delivery, and the date for delivery has passed, at the written request of Bentley, the Supplier shall store and keep safe the Goods until delivery is requested by Bentley. Save for where there is default by the Supplier, Bentley shall undertake to pay the reasonable costs of the Supplier for such storage and safekeeping.
- 4.8 Where it is agreed that the Goods are to be delivered by instalments (i.e. detailed in a Schedule), they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle Bentley to the remedies set out in clause 5.

5. Bentley remedies

- 5.1 If the Goods are not delivered by the dates specified (in the Schedules or on the Purchase Order) or do not comply with the undertakings set out in clause 3.1 then, without limiting any of its other rights or remedies (including, where applicable, but not limited to those outlined in the SLS or Quality Documents such as the right of liquidated damages), and whether or not it has accepted the Goods, Bentley may exercise any one or more of the following rights and remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by Bentley in obtaining substitute goods from a third party; and
- (f) to recover (by way of a claim for damages or otherwise) from the Supplier any costs, loss or expenses incurred by Bentley which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.3 Bentley's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. Title and risk

Title and risk in the Goods shall pass to Bentley on completion of delivery. This is without prejudice to Bentley's right of rejection. The title and risk in any rejected Goods will pass to the Supplier immediately on Bentley informing the Supplier of rejection.

7. Price and payment

7.1 The price of the Goods shall be the price set out in the Purchase Order.

7.2 In the case of Production Material, Bentley shall only be liable for the cost of Goods confirmed as 'fixed' under the Schedules in accordance with the Standard Logistics Specification.

7.3 The price of the Goods:

- (a) excludes amounts in respect of value added tax (**VAT**), which Bentley shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs of packaging, and in relation to Goods which are not Production Material or Parts - insurance and transport of the Goods.

7.4 No extra charges or increase in price shall be effective unless agreed in writing and signed. An increase in price will normally require a new Purchase Order.

7.5 The Supplier may invoice Bentley for the price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date and number of the Purchase Order, the invoice number, the delivery note number, the Supplier's VAT registration number (where applicable) and any supporting documents that Bentley may reasonably require.

7.6 If a deduction or withholding of tax is required, Bentley shall pay any such amount to the relevant authority as is required by law and, upon request, shall provide the Supplier with an official receipt or certificate in respect of the payment if available.

- 7.7 If a reduced or nil rate of withholding tax is available under a relevant double taxation treaty, the parties shall provide all reasonable co-operation to make the relevant application/applications to achieve this.
- 7.8 Where relevant, the Supplier will provide all reasonable assistance to Bentley to facilitate a claim for relevant R&D tax incentives by Bentley. This could include, but is not limited to, providing information in respect of the work done in response to questions by Bentley, or providing financial data including relevant labour and material costs involved in the R&D.
- 7.9 Unless agreed otherwise, Bentley shall pay correctly rendered invoices by the last working day of the month following the month in which the Goods are received or in which the invoice for such Goods is received, whichever is the later. Payment shall be made to the bank account nominated in writing on letterhead (not email) by the Supplier.
- 7.10 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.
- 7.11 Bentley may at any time, without notice to the Supplier, set off any liability of the Supplier to Bentley against any liability of Bentley to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, Bentley may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Bentley of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

8. Bentley materials

- 8.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by Bentley to the Supplier ('Bentley Materials') and all rights in Bentley Materials are and shall remain the exclusive property of Bentley.
- 8.2 The Supplier shall keep Bentley Materials in safe custody at its own risk, maintain them in good condition until returned to Bentley and not dispose or use the same other than in accordance with Bentley's written instructions or authorisation.
- 8.3 The Supplier shall at its expense return all Bentley Materials to Bentley on completion or termination of this Contract or sooner if requested by Bentley.
- 8.4 The Supplier shall insure the Bentley Materials against all risks in Bentley's name but at the expense of the Supplier.

8.5 All Bentley Materials shall be deemed to have been received by the Supplier in good condition unless Bentley has received written notice specify any defects or damage within twenty four hours of delivery to the Supplier.

8.6 The Supplier shall keep Bentley fully indemnified against all losses costs and expenses which Bentley may suffer as a result of any breach by the Supplier of this clause 8.

9. Intellectual Property

9.1 The Supplier warrants that it has full clear and unencumbered title to the Goods and any other items to be transferred to Bentley (such as documents) and that at the date of delivery of such Goods and items to Bentley, it will have full and unrestricted rights to transfer the Goods and items to Bentley.

9.2 Unless expressly stated otherwise in the Specification, the Supplier assigns to Bentley, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Goods and the Supplier:

(a) shall obtain waivers of all moral rights in the Goods to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

(b) shall, promptly at Bentley's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Bentley may from time to time require for the purpose of securing for Bentley the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Bentley in accordance with this clause 9.2.

9.3 Notwithstanding the fact that all Intellectual Property Rights shall belong to Bentley, it may be appropriate to name the employee/s and/or contractors as inventors as inventors on any IPR application. The Supplier shall provide Bentley with such names on request. The Supplier will be responsible for any applicable inventor remuneration.

9.4 Unless stated otherwise in writing (not email) the Supplier shall not be permitted to use any Bentley trademarks or promote or otherwise refer to the fact that it is a supplier and/or has a commercial relationship with Bentley.

10. Indemnity

10.1 The Supplier shall indemnify Bentley against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Bentley as a result of or in connection with:

(a) any claim made against Bentley for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

- (b) any loss incurred by Bentley (including any fines) as a result of the Supplier's breach of Clause 13 (Compliance);
- (c) any claim made against Bentley by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (d) any claim made against Bentley by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

10.2 This clause 10 shall survive termination of the Contract.

11. Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Bentley's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time during the Contract and for a period of 5 years after termination (or expiry) of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Notwithstanding the provisions of this Clause 12, Bentley shall be entitled to disclose any information, including Confidential Information, received from the Supplier and relating to the Goods to any company in the VW Group, and its agents and or contractors.

12.4 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Compliance with relevant laws and policies

- 13.1 The Supplier shall take all reasonable steps to ensure that its directors, managers, employees, agents and subcontractors comply with the terms of this clause.
- 13.2 In performing its obligations under this Contract, the Supplier shall comply with all Applicable Laws and the Mandatory Policies.
- 13.3 Notwithstanding the generality of Clause 13.2, the Supplier shall:
- a) in so far as the parties share or process personal data (as defined by the General Data Protection Regulation ((EU) 2016/679 (“GDPR”)) ensure compliance with:
 - i. the Data Protection Act 2018 or any successor legislation;
 - ii. the GDPR and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK); and
 - iii. any other applicable data protection legislation;
 - b) operate an equality, diversity and inclusion policy at all times and supply Bentley with a copy of its policy upon request. The Supplier shall comply with all legislation in relation to this including, but not limited to, the Equality Act 2010;
 - c) comply with all relevant laws, regulations, codes and sanctions relating to anti-money laundering including but not limited to the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 and the Proceeds of Crime Act 2002;
 - d) comply with all relevant laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010;
 - e) comply with all relevant laws, regulations, codes and sanctions relating to modern slavery and human rights, including but not limited to, the Modern Slavery Act 2015, and the German Supply Chain Due Diligence Act “Lieferkettensorgfaltspflichtengesetz” (LkSG).
- 13.4 Unless confirmed otherwise by Bentley, the Supplier must comply with the VW Group Code of Conduct for Business Partners which is available on the VW Supply Portal and will supply a copy of the Code of Conduct to all relevant persons within its organisation.
- 13.5 Bentley is a member of the VW Group which has set requirements for sustainable development to be met by its business partners. These requirements can be found on the VW Supply Portal under the section Cooperation and sub-section Supply Chain Sustainability. The Supplier will at all times during the term of this agreement ensure that it is aware of these requirements and will comply with them.
- 13.6 The Supplier shall cooperate and support Bentley with complying with the due diligence requirements incumbent upon it. The Supplier may be subject to a Business Partner Due Diligence check, (BPDD IT-supported process), which is conducted prior to concluding a contract and renewed at regular intervals. The checks are carried out by Bentley and/or an Affiliate of Bentley.
- 13.7 The Supplier shall designate a person within its organisation to act as a single point of contact for Bentley in relation to compliance topics. This person shall undertake the training available under

the section Cooperation and sub-section Supply Chain Sustainability on the VW Supply Portal or upon request to Bentley.

- 13.8 The Supplier will ensure that there are adequate operational measures in place within its organisation to ensure adherence to compliance obligations and to maintain a culture of compliance and integrity. Such measures should include (but are not necessarily limited to):
- (a) Ensuring that appropriate training is made available to and completed by all relevant persons within its organisation;
 - (b) Maintaining reasonable and understandable documentation of its compliance measures, including any records of training undertaken;
 - (c) Having controls in place to identify parties who are public officials and have in place for how to deal with them; and
 - (d) Having a method to enable people within its organisation to report any violation of compliance obligations (including those under this agreement) - for example by setting up an effective whistleblower system.
- 13.9 The Supplier shall comply with all reasonable instructions in relation to compliance topics issued by Bentley.
- 13.10 The Supplier shall notify Bentley immediately it suspects there to be a breach of this clause 13 'Compliance Obligations' or where the Supplier is subject to an audit and/or investigation by a governmental or regulatory body.
- 13.11 As part of the VW Group, Audi AG maintains a Whistleblower System on behalf of Bentley. The Supplier is requested to encourage people within their organisation to raise any concerns regarding violations of Applicable Law or misconduct by Bentley and/or complaints in relation to the LkSG supply chain due diligence obligations for human rights and the environment. The Supplier can access the information regarding the Whistleblower System, reporting channels, and the Ombudspersons on Bentley's corporate webpage or on request to Bentley.
- 13.12 The Supplier shall permit Bentley and/or its Affiliates (or a competent third party appointed by one of them), to check on the fulfilment of this clause 13 'Compliance Obligations' or conduct audits either remotely or in-person.
- 13.13 Where applicable, the Supplier shall make all payments to Bentley using the bank account nominated in accordance with Clause 7.9. Any deviation from this specified account shall be agreed in writing by Bentley prior to any payments being made. Cash payments or cash-like payments, in particular by cheque, are not permitted. Payments made by third parties on behalf of the Supplier are not permitted without prior written agreement from Bentley.
- 13.14 The Supplier agrees to promptly notify Bentley, the California Air Resources Board („CARB“) and the Attorney General of the State of California (the „California Attorney General“) when the Supplier providing, or performing work related to, engine control unit hardware or software has reason to believe that a Defeat Device, as defined in US Regulation 40 C.F.R. § 86.1803-01 and US Regulation 42 U.S.C. § 7522(a)(3)(B), has been included in, designed for or requested for a vehicle.

13.15 If the subject matter of this contract includes creating or modifying engine control unit software and that is anticipated to be the subject of any filing with CARB, the Supplier agrees to (a) disclose, in the documentation for the software, for; and to (b) maintain a change log of, any feature, that is known or reasonably should be known to detect emissions testing or function as an AECD (Auxiliary Emission Control Device), as defined in US Regulation 40 C.F.R. § 86.1803-01.

14. Audit

14.1 The Supplier shall maintain complete and accurate records relating to all matters relevant to the relationship between the parties described in the Contract including (but not limited to) the calculation of the price and the provision of Goods, and compliance with the Mandatory Policies, the CSBR or Clause 13. Subject always to the confidentiality provisions of this Contract, Bentley and/or its appointed auditors (whether internal or external to Bentley) shall have the right, exercisable by fourteen (14) days' prior written notice given to the Supplier, to audit and take copies of such records.

14.2 Any such audit shall take place during normal business hours, with minimal disruption to the Supplier, and the Supplier shall provide to Bentley and/or its appointed auditors such reasonable co-operation, assistance and access as Bentley may require. The Supplier may, at its own expense, involve a person from its own auditors (whether internal or external to the Supplier) in such audit. Any such audit shall be conducted at the cost of Bentley.

14.3 Bentley shall establish the same right of audit in favour of Bentley in its contracts with third parties to whom it has subcontracted the performance of any obligations under this Contract with Bentley's consent.

15. Termination

15.1 Bentley may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice (not email), whereupon the Supplier shall discontinue all work on the Contract. Bentley shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

15.2 Bentley may terminate the Contract for convenience on no less than three months written notice (not email). Bentley is not obligated to schedule any Goods within the notice period, but both parties agree to adhere to the Schedules.

15.3 Without limiting its other rights or remedies, Bentley may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- (b) the Supplier's conduct or relationship with any third party is such that in the reasonable opinion of Bentley, that relationship or conduct will be detrimental to the reputation or business of Bentley;

- (c) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (e) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (f) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

15.4 On termination or expiry of the Contract, the Supplier shall immediately return all Bentley Materials. If the Supplier fails to do so, then Bentley may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination/expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination/expiry.

15.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. Force majeure

16.1 Provided that it has complied with the requirements in clause 16.3, neither party shall be in breach of the Contract nor liable for a failure to perform any of its obligations under the Contract if such failure result from unforeseeable events, circumstances or causes beyond its reasonable control (a "Force Majeure Event").

16.2 In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

16.3 The party affected by the Force Majeure Event shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing (not by email) of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 16.4 If the period of delay or non-performance continues for 28 days, the party not affected may terminate the Contract by giving at least 14 days written notice (not email) to the affected party.
- 16.5 The corresponding obligations of party not affected by the Force Majeure Event (including those in relation to payment) will be suspended, and the time for performance of such obligations extended, to the same extent as those of the affected party.
- 17. General**
- 17.1 Assignment and other dealings**
 - (a) Bentley may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
 - (b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Bentley.
- 17.2 Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent (not email) of Bentley. The Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 17.3 Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.4 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing (not email) and signed by Bentley. Certain variations may require a new purchase order.
- 17.5 Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 16.11 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.7 Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing (not email) and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address; or
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.8 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England.

17.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

October 2024