



BENTLEY

Terms of contract in relation to proof of origin, export control and supply chain security

Date: September 2019

PROOF OF ORIGIN

Suppliers whose shipping location is located outside of the EU, in a country which has concluded a Free Trade Agreement with the EU are requested to provide certificate of preferential origin when shipping parts and components which qualify as “preferential” under the terms of the aforementioned FTA, allowing Bentley to import such parts and components at a reduced duty rate. Suppliers based in Turkey are requested to issue a valid certificate A-TR with every shipment of goods in Free Circulation status.

Bentley reserves the right to request from suppliers confirmation of the origin status of the goods supplied, whether they are declared as preferential or not. We also reserve the right to charge the supplier the additional cost derived of parts wrongly declared one way or the other.

Suppliers whose shipping location is located in the EU are requested to provide Bentley with the relevant Long Term Suppliers’ Declaration (LTSD) for products having preferential status according to the terms of the FTAs signed between the EU and 3rd countries.

If the goods supplied to Bentley don’t meet the Rules of Origin to qualify under these terms, the supplier must issue a LTSD for products NOT having preferential status, and include in such document a breakdown of the percentage of the goods’ value that is preferential and the value that is not preferential.

The aforementioned LTSDs may be provided upon request of Bentley, or spontaneously issued by the suppliers. In any case, the validity of such certificates shall be at least 12 months, and the suppliers remains responsible to communicate to Bentley of any change in the status of the goods which may affect the relevant certificates.

The suppliers are also requested to provide Bentley with a breakdown of the origin of the goods supplied in compliance with the American Automotive Labelling Act (AALA).

In the case that the supplier does not comply or not comply in a timely manner with the aforementioned obligations, Bentley reserves the right to withhold the payment of 30% of the invoiced amount until the long-term supplier’s declaration is issued. In case the regularly fails to comply with these requirements, Bentley reserves the right to reduce the price paid for the goods supplied, to compensate for the additional costs that this may generate to Bentley.

EXPORT CONTROL

The supplier is required to inform Bentley of any export restrictions or export license issued in the country of manufacture and/or the country in which the goods are dispatched.

The supplier is required to inform Bentley of any obligations to obtain a license (license obligations) under the US export and re-export laws (including EAR99 items). The supplier is also required to inform Bentley of any obligations to obtain a license for dual-use goods and munitions under the law of the European Union or the national provisions of the suppliers’ country or the United Kingdom legislation.

For this purpose the supplier shall provide to Bentley the following information:

- Export control classifications (UK combined export list; listings subject to EU Dual Use regulation in the current applicable version, Export Control Classification Number (ECCN) according to US EAR; other national classifications if applicable)
- Reference to existing procedural simplifications (where relevant)



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If the goods are considered US goods within the meaning of US legislation (manufacture or storage in the USA; manufacture using US technologies and/or parts), the supplier additionally shall provide Bentley with following information:

- Was an export license necessary for exporting from the US? (conditions?)
- Were simplifications (e.g. license exceptions) applicable and used?

For all goods the supplier shall inform about the incorporated US-goods/components (=US content). In this context the supplier shall explicitly state an indication of US content which is controlled by US EAR. The supplier shall provide the complete documentation of the *de minimis* calculation.

The aforementioned measures and laws also apply to technologies, software and services related to controlled goods accordingly.

The supplier shall provide the Bentley with all of the documents required for a license application and shall nominate a person to contact in the event of any queries.

These obligations shall continue to apply even after the business relationship has been terminated, for the extension of the legally binding period, according to the relevant applicable legislation.

AUTHORISED ECONOMIC OPERATOR / TRUSTED TRADER

The supplier is required, based on legal requirements, to produce, store, process, finish and load goods produced, stored, transported or delivered on behalf of Bentley, or accepted from Bentley, in secure facilities and transport terminals, and to safeguard such goods from unauthorized access during production, storage, processing, finishing, loading and transportation. The supplier has to safeguard that the staff used to produce, store, process, finish, load, transport and accept such goods is reliable.

The supplier shall instruct business partners acting on its behalf that they are also required to undertake measures to secure the aforementioned supply chain. If the supplier has issued a security declaration confirming that it complies with the security requirements under this clause or if it has obtained an AEO certificate number the declaration or the AEO certificate number, as the case may be, shall be submitted to Volkswagen AG upon request.

CONTACTS

For any questions related to the items in this document, the supplier shall contact the emails below:

Customs@bentley.co.uk

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