



Customs and Foreign Trade Law: general terms and conditions for Automobili Lamborghini SpA

Supplier's declarations

Supplier are obliged to prove the customs tariff of the goods (HS code), net weight and the Country of Origin of it (Made In). If the production facilities are located in the European Union, the suppliers are obliged to also prove the preferential origin with the Long Term Supplier's Declaration (LTSD) by February of every year. The declaration must be renewed annually by the supplier. If the supplier does not fulfil the aforementioned obligations or does not fulfil them on time, Automobili Lamborghini SpA reserves the right to withhold as liquidated damages the amount of the 1,5 percent of the annual contractual value for the involved component, with the right to ask for further damages caused as direct consequences of supplier's unfulfillment. The costs for issuing the supplier's declaration shall be borne by the supplier.

Deliveries from non-EU countries

Deliveries with DDP incoterms are not accepted in import from Extra UE countries. If the EU grants an exemption from customs duties or a preferential duty rate based on a free trade or preferential agreement with the supplier country, the supplier is obliged to make the documents (EUR.1/EUR MED/A.TR movement certificates, declaration of origin on the invoice, form A certificate of origin) that are required to avail of the exemption from customs duties or the preferential duty rate available to the customer together with the goods shipment. If the supplier doesn't arrange the necessary document or declaration or doesn't arrange them on time, Automobili Lamborghini SpA reserves the right to withhold the percent of duty paid from the invoice price until the necessary document or declaration has been issued. In case of shipment with T1 document, the supplier is responsible about the correct filling of it and about the correction in case of mistakes.

Export control

The supplier has to specify if any national restriction or export condition is in place for the product/software/technology supplied. The supplier has to specify if some Country of destination is not eligible for the export of the product/ software/technology supplied. The supplier has to specify if the export of the product/software/technology in the accordance is forbidden towards some specific entities or natural persons.

The supplier is obliged to inform the customer about existing licensing requirements in accordance with US re(export) law (including so-called EAR99 goods). The supplier shall communicate the relevant export list category to the customer (e.g. ECCN - Export Control Classification Number for US goods and other national codes) and shall indicate any simplified procedures that exist. In addition the supplier has to specify if the product/software/technology is inserted in the Dual Use list nominated in the Reg.UE 2021/821 (and subsequent amendments or updates) and in case communicates the relative code. The supplier has to communicate if the product/software/technology has an ITAR/EAR code. The information related to export control law that is required in accordance with this section must be clearly documented by the contractor on the relevant business documents (contracts of sale, in-voices, delivery notes, dispatch notes) and must also be communicated electronically in advance to the central e-mail address of Automobili Lamborghini SpA export.control@lamborghini.com. If the goods are US goods as defined by US law (manufacture, storage in the USA; production with the use of US technology and/or US parts), information on the proportion of installed US components for which a license is required must also be passed on. The supplier must provide the customer with the complete documentation for the de minimis calculation. The measures and codifications mentioned above apply accordingly to technologies, software and services that relate to controlled goods. The supplier must provide the customer with all the documents required for a license application and nominate a contact person who is responsible for queries. The obligations continue to exist beyond the end of the business relationship.

AEO

The supplier undertakes in respect of goods that are produced, stored, transported or delivered for the customer or accepted by the customer, to produce, store, handle, process and load these at secure premises and at secure transfer points, as well as to protect them from unauthorized access during the production, storage, handling, processing, loading and transportation. The staff employed for the production, storage, handling, processing, loading, transportation and transfer of such goods must be reliable. Business partners that act on behalf of the supplier must be instructed that they too must undertake measures to secure the supply chain mentioned above. The supplier has to provide a copy of AEO certificate or substitutive declaration.

Sant'Agata Bolognese, 24th August 2022