

Contractual terms and conditions regarding export, supply chain security, and proof of origin of delivered goods

The supplier affirms not to be listed on any sanctions lists published by the United Nations, the European Union or any of its member states, the U.S. Bureau of Industry and Security (BIS), the U.S. Office of Foreign Assets Controls (OFAC) and the United Kingdom. Furthermore, the Contractor affirms, to the best of its knowledge, neither to be directly nor to be indirectly under the ownership (50% or more) or control of individuals, companies or organizations listed on any of the aforementioned sanctions lists. The Contractor will inform the Digiteq Automotive immediately of any change affecting this affirmation.

Important notice:

In the event of a breach of export-related obligations, such infringement is considered a significant breach of the supplier's duties. Consequently, Digiteq Automotive reserves the right to terminate its cooperation with the supplier by rescinding (terminating) all contracts with the supplier.

Export control

In the case of delivery of goods (including software and services) that are subject to any export restrictions, export licences, or export controls in the country of manufacture or in the country of dispatch, the supplier is obliged to inform Digiteq Automotive in advance and specify the following:

- code of the EU Common Customs Tariff (HS),
- the code of dual-use item(s) according to Annex I and Annex IV of Regulation (EU) 2021/821, as amended,
- in the case of items subject to U.S. export control legislation (EAR), the ECCN (Export Control Classification Number) and information on the share of components, parts, software, or other elements originating from the USA, for which an export or re-export license is required,
- information that the delivered goods are subject to international sanctions, export or re-export restrictions under EU or exporting country regulations,
- in the case of suppliers from Germany, information on whether the delivered goods are subject to control under the German Foreign Trade and Payments Act (Außenwirtschaftsgesetz – AWG) and the relevant product number according to this list.

If an export license is granted for the export of goods, the supplier is obliged to provide proof to Digiteq Automotive before the export takes place (including specifying the particular license).

Important notice:

If the Contractor fails to provide the relevant export control classification, it shall be deemed a declaration that the items transferred are neither controlled under applicable export control laws, nor considered dual-use, and are not subject to the U.S. Export Administration Regulations.

The supplier must also appoint a contact person for the purpose of providing necessary details related to export control.

The supplier is required to provide all necessary assistance during export control and, upon request, to supply any additional relevant information.

In case of delivery of goods (including technology and software) that are considered dual-use items according to the relevant regulations of the EU, the USA, or the exporting country, the supplier is obliged to clearly state the phrase “DUAL USE GOODS” on the invoice and in all commercial documents. If the invoice contains multiple items, this needs to be specified directly next to the respective product.

International supply chain security

The supplier is obliged to ensure that the goods delivered to Digiteq Automotive are manufactured, stored, processed, packaged and loaded in secure facilities or premises and protected from unauthorized manipulation and access by unauthorized persons during manufacture, storage, working or processing, loading and transport. The supplier is also obliged to ensure that the personnel ensuring the manufacture, storage, processing, packaging, dispatch, loading and transport of the goods are reliable.

Business partners acting on behalf of the supplier must be instructed by the supplier on the obligation to ensure supply chain security in accordance with the above requirements.

Proof of origin of goods within the European Union and in trade with Turkey

Suppliers based outside the European Union, if the country from which the goods are sent has a free trade agreement with the destination country, must state for each part number in the offer whether the delivered goods are originating goods within the meaning of this agreement, or goods released for free circulation in the case of deliveries from Turkey.

Proof of Preferential Origin as well as Proof of non-Preferential Origin (country of origin in which the last essential working or processing took place) must be provided by the supplier.

Note: If the supplier fails to issue these certificates, Digiteq Automotive is entitled to charge additional costs due to higher import duties.

Suppliers based in the European Union are obliged to only supply preferential EU goods which fulfil the conditions of the free trade agreement.

The supplier must provide a binding statement in the respective offer. The supplier is obliged to certify the preferential origin (origin according to the applicable FTA) and the non-preferential origin (country of origin where the last significant processing took place) for the goods to be supplied (including the respective part number) through a long-term supplier declaration.

For all goods with a minimum value of at least €50.00, the non-preferential portion of the initial material used for manufacturing the goods must be certified at the request of Digiteq Automotive by means of a long-term supplier declaration for goods without origin. Any subsequent changes must be reported in writing as soon as possible. The declaration is valid for at least one calendar year and must be renewed by the contractor annually without a reminder. The maximum validity period of 2 years allowed under regulation (EU) 2015/2447 is also permissible.

Sanctions:

If the supplier fails to fulfil the above obligations, or is late, the Digiteq Automotive is entitled to claim a contractual penalty of €150.00 for each failure to issue a long-term supplier declaration. The same applies if discrepancies are found between the country of origin stated on the component, on the shipping documents or the supplied certificate of origin, and this causes disruption to internal processes or problems in the import/export of goods.

This contractual penalty does not preclude Digiteq Automotive from claiming all damages caused by the supplier's failure to issue the respective declaration, or if discrepancies and errors are found. The contractor is liable for all damage suffered by Digiteq Automotive because of incomplete and/or incorrect information in the long-term supplier declaration.