

Customs and export conditions **Clarios - EMEA**

Change history:

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I. Customs, origin of goods, preferences

1. The Supplier is obliged to notify Clarios of the customs tariff number, the preferential and the non-preferential origin of the delivered goods at the latest at the time of the first delivery.
2. EU-based Suppliers, provide proof of preferential and non-preferential origin by means of a long-term supplier's declaration in accordance with the current legal requirements. Clarios provides an information sheet for this purpose. The declaration is to be made free of charge for the respective Clarios Entity commissioning it. The country of origin is shown in the form of the ISO alpha country code. The declaration is usually valid for a calendar year.
3. The Supplier is responsible for renewing the declaration promptly on request before it expires, in accordance with the relevant legal regulations.
4. Individual supplier declarations or supplier declarations on commercial documents will not be accepted.
5. Clarios are to be notified in writing in a timely manner of changes to an issued declaration within the specified validity period.
6. Suppliers located outside the EU shall prove the preferential origin in accordance with the requirements of the relevant preferential agreement. The non-preferential or commercial origin by indicating the corresponding ISO alpha code on the invoice.
7. The Supplier is, at the request of Clarios, responsible for providing the originating status of the goods delivered in another way free of charge, if the usual documents are no longer available (manufacturer's declaration etc.). In specific cases it may be required – due to legal obligations – that Clarios is requesting the Supplier to provide an origin declaration, a CCI (long-term) supplier's declaration or a similar document to prove the non-preferential origin. Such document is to be provided by the Supplier upon request and free of charge.
8. The Supplier shall support Clarios with all necessary means to reduce or minimize the payment obligations of the Buyer with respect to customs duties.
9. The Supplier must contact the central customs department of Clarios EMEA (email: EMEA-CentralCustoms@clarios.com) for all questions and instructions relating to customs duties and declarations of origin.

10. For customs purposes, the Supplier shall attach to the accompanying documents a commercial invoice in the language of the receiving Clarios Entity or in English and in duplicate. Any deviation therefrom shall only be permitted with the prior written consent of the Buyer.

In the event of deliveries which are liable to duty, the following must also be listed separately in the invoice:

- costs not included in the price (e.g. commissions, broker fees, license fees, production material costs, customer provisions);
- costs included in the price (e. g. assembly and freight costs)
- the cost of repair services after material and labor costs.

Even for free deliveries, a declaration of value with the note „For Customs Purposes Only“ is required. The reason for the free delivery must be stated on the invoice (e. g. free sample pack). Unless otherwise agreed, the customs clearance is performed by the respective Clarios Entity. If the Supplier carries out the customs clearance without prior written permission from the customer, they must bear the costs incurred themselves.

II. Export control / Trade Control Laws

1. Compliance with applicable laws

The Supplier agrees to comply with all applicable export control, economic sanctions, and import laws and regulations, including those of the United States and any other relevant jurisdictions (collectively referred to as the “Trade Control Laws”) when delivering goods. The Supplier shall ensure that it, as well as any third parties acting on its behalf, adheres to all export or import authorizations. The Supplier must inform Clarios if any export or import authorization are required for the delivery of the Supplies.

The Supplier represents that it will not provide Supplies to Clarios that were produced from, manufactured using the services, technology, or financing of, or incorporate goods originating from any individual or entity located in a country or region subject to comprehensive sanctions or restrictive measures unless it first obtains written consent from Clarios and all required government authorizations. This restriction currently includes Belarus, Cuba, Iran, North Korea, Russia, Syria, and the occupied regions of Ukraine (Crimea/Sevastopol, Donetsk, Kherson, Luhansk and Zaporizhzhia), as well as any other country or region in violation of applicable laws. Furthermore, the Supplier will ensure that no Supplies provided to Clarios are transshipped through such restricted countries or regions.

For Supplies containing iron or steel products imported into the European Union, United Kingdom, or other jurisdictions with applicable import restrictions, the Supplier agrees to provide, in advance of importation, evidence of the country of origin for the iron and steel inputs used in manufacturing, as required by the laws of the importing country.

Strict compliance with this section is mandatory. Clarios reserves the right to immediately terminate any agreements, purchase orders, or relevant parts thereof if the Supplier breaches this section or if compliance becomes impracticable under the applicable laws and regulations.

2. Representation Regarding Restricted Parties

The Supplier represents that neither it nor any of its directors, officers, owners (including those owning 5% or more), employees, agents, subcontractors, or other third parties acting on its behalf in delivering Supplies to Clarios (each a "Pertinent Party") is included on the following lists maintained by the U.S. government or any applicable jurisdiction:

- The Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Non-SDN Menu-Based Sanctions List maintained by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC);
- The Denied Persons List of the Entity List maintained by the U.S. Department of Commerce, Bureau of Industry and Security; or
- Any other similar list of restricted or prohibited parties (collectively, the "Restricted Parties Lists").

The Supplier agrees to provide any information Clarios requests to verify this representation. Additionally, the Supplier shall immediately notify Clarios in writing if:

- A Pertinent Party is added to or becomes subject to any Restricted Parties Lists;
- There is a change in the Supplier's ownership or control that subjects the Supplier to sanctions; or
- The Supplier's export privileges are denied, suspended, revoked in whole or in part or restricted in any other way.

In any such case, Clarios reserves the right to terminate the agreement(s) or purchase order(s) immediately without liability.

The Supplier further agrees not to provide any Supplies to Clarios that are procured from or manufactured using the services, technology, or financing of any individual or entity listed on a Restricted Parties List or otherwise subject to such restrictions.

If the Supplier is unable to make this representation, it shall notify Clarios in writing, identifying the Restricted Party involved and providing the legal authorization permitting engagement with that Party. In such circumstances, Clarios retains the unconditional right to refuse the Supplies without liability.

3. Foreign Trade Data

If the delivered goods are subject to export control legislations, the Supplier is responsible for providing Clarios with the following information by the time of the first delivery at the latest.

- Export Classification Number (ECN) in accordance with annex AL to the German Foreign Trade regulation (AWV) and/or in accordance to annex I of the EU dual use regulation and/or in accordance with the EU Common Military List (the current version).
- For goods which are subject to the EAR or ITAR (falling under US-Export/Re-Export law) the following information must also be included too:
 - Are the goods subject to the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR)?
 - The Export Control Classification Number (ECCN) in accordance with EAR or ITAR
 - Was an export/Re-export license required for one of the previous deliveries?
 - Are goods which are subject to the EAR incorporated?
 - The US share is 10% or more the Supplier shall provide the client with full documentation of the De-Minimis calculation.

The requirements above apply mutatis mutandis to technology, software and services related to controlled goods. The Supplier provide all necessary documents needed for applying for an export/Re-export license and appoint a point of contact name for answering any question.

Upon request, the Supplier is required to provide all further foreign trade data for

the goods and their components in writing and inform the customer of all changes to the existing data promptly (before the delivery of the affected items) in writing.

The obligations apply even after the business relationship has ended.

III. Authorized Economic Operator (AEO)

1. The supplier confirms that they have applied for or will apply for the status of an Authorized Economic Operator (AEO) via one of the following authorizations:
 - AEO authorization „customs simplifications “(AEOC),
 - AEO authorization „security and safety “(AEOS) or
 - AEO authorization „customs simplifications and security and safety “(AEOC and AEOS / combined authorization)

2. Suppliers who do not currently fulfil the above requirements, undertake to fulfil the following requirements in the sense of the AEO:
 - Goods that are produced, stored or transported on behalf of the AEO or are delivered to the received by them
 - are produced, stored, handled, processed and loaded at secure business operations and at secure transshipment points
 - are protected against unauthorized access during production, storage, handling, processing, loading and transport

 - Only reliable personnel (e. g. according to the list of names in accordance with Regulations (EC) No. 2580/2001 and (EC) No. 881/2002 and (EU) No. 753/2011) are deployed for production, storage, handling, processing, loading, transport and receiving of such goods.

 - Business partners who act on my behalf have been informed they must also take suitable measures to safeguard the supply chain.

IV. Dangerous Goods Shipments

The supplier declares that the content of each dangerous goods shipment is described by the correct shipping name, is classified, packed, marked, labeled and documented and is in full and proper compliance with international and national dangerous goods regulations. Supplier will provide all relevant documents, where applicable, such as safety data sheets, certificates or export reports.