



JAGUAR LAND ROVER SUPPLIER PACK V.3

BREXIT POST TRANSITION – 31/12/2020

DDP **AFTERMARKET** PARTS SUPPLY – CUSTOMS PROCESSES

GLOBAL PURCHASING BREXIT TEAM
JANUARY 2020

Confidential ©2020



VERSION CONTROL

#	Date	Change
1		Initial publication for trade after 31.12.20
2	4/1/21	Issue resolution contacts updated
3	6/1/21	FAQ Added to Issue resolution



WARNING

It is the supplier's responsibility under the DDP Incoterms in its contract with JLR to clear goods for export, pay all costs associated with the export and import of goods (including taxes and duties) and to deliver the parts to the named location and therefore to complete the required customs procedures. As goods will be unable to proceed without this, failure to complete the required customs procedures, provide the required customs paperwork or pay the required costs (including taxes and duties) will be considered as a failure to provide goods and therefore a breach of contract.

JLR would like to remind suppliers that supply of the goods shall at all times remain pursuant to JLR's Production Purchasing Global Terms and Conditions, and that the supplier remains responsible for supply of the goods strictly in accordance with such terms.

THIS PACK COVERS **DDP JAGUAR LAND ROVER NOMINATED LOCATION ONLY**- IF YOU ARE ON DIFFERENT **DDP** TERMS PLEASE CONTACT YOUR PURCHASING AND CUSTOMS CONTACTS

DISCLAIMER

The contents of this pack are intended to provide DDP suppliers with general information and to assist DDP suppliers in complying with JLR's processes for DDP suppliers from 1 January 2021.

Whilst every effort has been made to provide correct information, the contents of this pack and JLR's response to any query should not be construed as any customs, legal, tax or any other advice. Suppliers should consult with their own professional advisors for specific advice on all customs, legal, tax and other matters.

JLR does not guarantee the completeness or accuracy of the information contained in this pack or its response to any query. Any such information and any response to any query are provided without any representation, warranty or other contractual term of any kind, whether express or implied.

JLR, to the fullest extent permitted by law, disclaims all liability to suppliers in respect of the content of this pack or its response to any query.

Accordingly, nothing in the contents of this pack or JLR's response to any query shall relieve any supplier from any of its contractual obligations to JLR.



AM
DDP

INTRODUCTION

Slide 5

AM DDP

EU TO UK

DIRECT

Slide 8

AM
DDP

ISSUE RESOLUTION

Slide 10



On **31st December 2020 at 11pm GMT** the UK leaves the EU Customs Union, there will be legal changes to how trade is completed between the UK & EU.

If the EU Commission and UK Government agree Free Trade Agreement import duty may be alleviated , otherwise all trade will be completed under World Trade Organisation terms. In either situation the UK and EU will be separate customs territories.

Therefore, from **1st January 2021** all goods moving across the UK / EU border in both directions, will need to follow appropriate customs processes and complete appropriate customs documentation.

It will be necessary for **all aftermarket** suppliers to have the capability to carry out customs declarations and to act as the Exporter of Record for EU to UK shipments.

This pack aims to provide a guide to the newly required processes at an operational level to assist you.



All suppliers must have the capability to carry out customs declarations and to act as the exporter of record for EU to UK shipments.



The International Chamber of Commerce Incoterms rules provide internationally accepted definitions and rules of interpretation for most common commercial terms used in contracts for the sale of goods.

The trade terms help traders by clarifying the tasks, costs and risks involved in the delivery of goods from sellers to buyers.

<https://iccwbo.org/resources-for-business/incoterms-rules>

The Incoterms on your contract with JLR are agreed and cannot be changed at this stage

supplier responsible

DDP
(JLR
Nominated
Location)
Incoterms



DDP JLR Nominated Location - Supplier

Commercial View

- ✓ The seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination. **This includes payment of UK import duties and VAT**

Administration

- ✓ Jaguar Land Rover will have no involvement in these shipments or customs requirements.
- ✓ EORI number required
- ✓ UK VAT registration is required



VAT implications for Aftermarket suppliers on DDP JLR nominated location Incoterms

- As legal title to goods passes to JLR at the point of delivery and this occurs after the point of import clearance into the UK, VAT rules regard the supply to JLR as a domestic (i.e. UK) supply for VAT purposes. This has the following consequences:
 1. Suppliers must become VAT registered in the UK (if not already registered) and file regular UK VAT returns as a result;
 2. UK VAT (at 20%) must be charged on invoices between suppliers and JLR. This includes invoices raised on suppliers as part of the JLR self-bill process.
- In relation to VAT registration, this is necessary as suppliers are considered to be making taxable VAT supplies in the UK. Critically, UK VAT registration also allows suppliers to recover VAT paid on importation into the UK. JLR will not accept any responsibility for UK VAT paid by suppliers and which cannot subsequently be recovered for any reason.
- Suppliers should obtain their required UK VAT registrations before the 1st January 2021. It is suggested that suppliers may wish to engage a reputable adviser or VAT representative in the UK to support in this process, including answering any questions which the UK Tax Office may have and supporting future UK VAT return filings.
- In relation to charging UK VAT on invoices to JLR, this may also require IT systems changes on the part of suppliers.

The above represents JLR's general understanding of UK VAT requirements in relation to DDP supply. JLR does not provide tax advice and the above should not be regarded as such. Suppliers are responsible for their own tax affairs and it is recommended that, where appropriate, advice is sought from suppliers' own advisers based on their specific, individual circumstances.

AM DDP

ISSUE RESOLUTION



ISSUE RESOLUTION



Further advice and specific requirements and guidance may be found on your countries' custom authority website

https://ec.europa.eu/taxation_customs/national-customs-websites_en
<https://www.gov.uk/prepare-export-from-uk-after-brexit>



For customs and tax queries please contact

Brexcitc@jaguarlandrover.com

For purchasing queries please contact

BxQAAM@jaguarlandrover.com



If there are any issues during this process or during shipping, you need to contact JLR to ensure all parties are aware of any issues.



FAQs

EORI

The EORI number that needs to be quoted on the customs declarations is that of the Exporter of Record.

In situations where Jaguar Land Rover is required to be Exporter of Record, we will provide our EORI number to the designated clearance agent.

We do not provide our EORI number to suppliers.

Incoterm DDP Jaguar Land Rover Facility - Supplier Delivered shipments

The Schedule Agreement will specify the delivery point for supplier product, which will either be vendor packed or delivered into a packer or primer.

Suppliers who plan to deliver parts to a Jaguar Land Rover warehouse must follow the guidelines below for booking a timeslot:

– All deliveries made into a Jaguar Land Rover facility will require a timeslot booking and a unique reference number.

- – Contact numbers to book a timeslot are as follows.
- – Unipart Baginton - 07827 232296 or 02476 882058
- – Unipart Honeybourne - 01386 716000
- – Metokote Primer - 01327 703745 extn 235
- – Neovia Logistics, Desford, Leicester, LE9 9JU - 01455 825800

– The supplier must book a timeslot, 24 hours prior to delivery

– When telephoning to book a timeslot the supplier must advise the number of cartons or pallets to be delivered

– Unipart will advise the supplier of allocated time slot which must be strictly adhered to

– Upon booking a timeslot a unique reference number will be allocated which must be communicated to the driver for security purposes

– A timeslot should only be booked for material that appears on the supplier Schedule Agreement and for which a firm order quantity exists

– If the consignment is a small package and does not require any material handling equipment, Unipart will allocate an open time slot

– In the event that the supplier cannot adhere to the timeslot allocated, the supplier should telephone Unipart receiving warehouse to advise on 07827 232296 or 02476 882058

– The reference number must be provided at the security gate upon arrival

Deliveries made without a time slot booking will be refused at the gate.