

CARIAD SE

General Terms and Conditions for Purchasing

Procurement Division

1. Applicable law

The contracts entered into and the realisation, validity, interpretation and implementation of such contracts as well as all additional legal relationships existing between the parties, in accordance with the following contractual conditions, shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of the UN convention on the sale of goods (CISG), as far as no other agreements have been made in individual cases.

2. Definition of terms

The following terms are used in these contractual conditions:

- CARIAD SE: CARIAD Societas Europaea
- CARIAD-Companies: companies affiliated with CARIAD SE in accordance with section 15 et seq. of the German Stock Corporation Act (Aktiengesetz), and domestic and foreign companies to which CARIAD SE is linked via equity holdings of at least 50%
- CARIAD: CARIAD SE and/or CARIAD-Companies

3. Validity of contractual conditions

3.1. In addition to these General Terms and Conditions for Purchasing the following additional contractual conditions shall be included in a contract depending upon the contract type entered into and the agreement made between the parties:

3.1.1. Purchase contract

CARIAD SE/Procurement Division General Terms and Conditions for Purchasing for the General Purchasing of Goods.

3.1.2. Services contract/ plant engineering

CARIAD SE/Procurement Division General Terms and Conditions for Purchasing for Facilities and Construction Works as well as Special Terms and Conditions for Purchasing.

3.1.3. Service contracts, rental and agency contracts and similar contracts

General Terms and Conditions for Purchasing for the respective type of contract.

3.1.4. Blanket orders

CARIAD SE /Procurement Division General Terms and Conditions for Purchasing for Blanket Orders, Special Terms and Conditions for Purchasing for Blanket Orders for the respective type of contract.

3.2. The inclusion of additional contractual elements and the determination of their order of precedence shall be subject to the contractual conditions of the contract type in question.

3.3. Unless otherwise agreed, the most current versions valid at the time of contract conclusion, including the Specifications for Production Equipment, as well as the contractual terms for customs and foreign trade law the Volkswagen Group

requirements regarding sustainability in relationships with business partners (Code of Conduct for Business Partners) shall be made elements of the contract.

In the event that the contractual conditions, including the Specifications for Production Equipment, as well as the contractual terms for customs and foreign trade law and for CARIAD SE's proof of origin and the Volkswagen Group requirements regarding sustainability in relationships with business partners (Code of Conduct for Business Partners) are not enclosed with the tender or the contract award, these can be obtained via: www.vwgroupsupply.com

- 3.4. The aforementioned contractual conditions apply to contracts entered into between an entrepreneur according to section 310 (1) of the German Civil Code (BGB) and CARIAD, and to other legal relations between CARIAD and the former. Furthermore, these shall also apply to contracts and legal relations with an entrepreneur in which CARIAD acts on behalf of a third party by proxy.
- 3.5. In the event that the General Terms and Conditions for Purchasing, the Specifications for Production Equipment as well as other contractual conditions dependent upon the contract type in question are included in a contract entered into with one of the aforementioned companies, they shall also apply to all additional future contracts of this type which are entered into with one of the named companies.
- 3.6. None of the business terms and conditions used by the contracting party shall become an integral part of the contract, even in the event that they are not expressly objected to upon conclusion of the contract. Other agreements shall only be valid in the event that CARIAD expressly authorises the inclusion of the contracting party's business terms and conditions in writing.
- 3.7. Conflicting business terms and conditions shall not affect the contract's realisation, provided the parties have reached an agreement on all significant points. In such cases, the concordant provisions of both sets of business terms and conditions and the relevant legal regulations shall apply as regards the contract's interpretation.

4. Tenders

- 4.1. Tenders to CARIAD must be made in writing in accordance with sections 126 and 126a of the German Civil Code (BGB) and must be free of charge. These tenders are always to be prepared in German.
However, a data exchange procedure which deviates from the above may be specified in the call for tenders.
- 4.2. Unless otherwise agreed, the pre-printed forms issued by CARIAD should be used for the submission of tenders, which should contain all the information required by CARIAD.

- 4.3. In the event that the tender is submitted on the basis of a request or call for tenders from CARIAD, the tendering party shall be obliged to comply with the guidelines issued by CARIAD. CARIAD should be expressly informed of any deviations which may occur despite this. The tendering party shall be free to submit alternative tenders and specific proposals.
- 4.4. Only complete tenders encompassing all the requested services should be submitted.
- 4.5. All prices should be stated in the tendering party's national currency (if this is not the euro, then in euros as well and if necessary including currency hedging shown separately). Unless otherwise agreed, all prices shall be fixed prices. In the event that the price quotation does not specify whether the prices include VAT, these should be interpreted as gross prices.
- 4.6. Tenders should always be addressed to the purchasing office specified in the tender documentation.
- 4.7. In the case of a request or call for tenders by CARIAD, the tendering party shall be bound to its tender for the duration of the period named therein, or else for the duration specified by the tendering party. In the event that neither party expressly states a validity period, this shall be deemed to be 4 weeks from the time CARIAD receives the tender.
- 4.8. In the event that the tendering party fails to conform to the aforementioned regulations, CARIAD shall reserve the right to disregard the ensuing tender.

5. Conclusion of contracts

In principle, contracts with CARIAD shall be concluded in writing. If, by way of exception, a contract is entered into verbally, it must be confirmed in writing by both contractual parties without delay.

6. Services on factory or industrial premises

Provided that the service is performed on CARIAD factory or industrial premises, the following applies:

- 6.1. Services shall be performed by the contracting party independently and on its own authority in accordance with CARIAD's technical and organisational specifications under the supervision and managerial authority of the responsible employee designated by the contracting party. The decision on the choice of personnel shall be made by the contracting party.
- 6.2. On-site contact persons shall be designated by both contracting parties for all information to be exchanged. Regular coordination meetings should take place between the contracting parties' contact persons to discuss the content and performance of services and to exchange all information needed for the fulfilment of the contract.

- 6.3. For each change of personnel and during the orientation period for new employees, the contracting party should ensure that the contractually agreed performance meets agreed quality standards.

7. Invoices

Invoices are generally to be sent electronically using the following means: invoice@cariad.technology.

For justified exceptional cases, following consultation with the CARIAD Accounting department, paper invoices can be sent to:

CARIAD SE
Brieffach 1080/2
38440 Wolfsburg
Germany

Auditable invoices have to be submitted with the supplier number, purchase order, request number, the account and the name of the ordering party at CARIAD. All required documentation must be enclosed. Invoices must be issued in accordance with the German value-added tax (VAT) law.

8. Non-assignment clause

- 8.1. The assignment of a claim, regardless of its content, always requires written agreement from CARIAD. Assignments carried out without the required authorisation shall be deemed invalid. CARIAD shall only refuse consent if, in an isolated case, following a review, the interests of CARIAD in maintaining the claim relationship outweigh the interests of the contracting party in the intended assignment.
- 8.2. In the event that the assignment of a monetary claim according to section 354a of the German Commercial Code (HGB) shall take effect despite CARIAD's refusal to consent in accordance with clause 8.1, the assignor is to compensate CARIAD for all incremental costs which may have been incurred as a result of the assignment.

9. Rights of retention and offsetting

- 9.1. Any limitation of CARIAD's rights to assert a right of retention as regards claims made by the contracting party or to offset any claims against the contracting party shall be invalid.
- 9.2. CARIAD SE and CARIAD-Companies shall be entitled to claims asserted by CARIADSE and the CARIAD-Companies in their capacity as joint creditor.
- 9.3. CARIAD SE and CARIAD-Companies may allocate or offset their claims against claims by the contracting party. All material and procedural rights to which the contracting party may be entitled as regards a claim against the joint creditor also exist adverse to the remaining joint creditor.

- 9.4. In the case of the claims made by the contracting party against CARIAD SE and the CARIAD-Companies, CARIAD SE and CARIAD-Companies shall be entitled to offset or allocate the claims of the contracting party against claims of CARIAD SE and those of the CARIAD-Companies.
- 9.5. The above regulations shall also apply in the event that, on the one hand, cash payment and, on the other, the allocation of bills of exchange has been agreed or in the event that the reciprocal claims are due on different dates, whereby the settlement shall take place in accordance with value dates. This entitlement shall apply to the balance in the case of ongoing monetary transactions.
- 9.6. The contracting party shall refrain from objecting to CARIAD's assignation of the claim to be offset in the case of a claim majority.

10. **Illegal interference with competition**

Using appropriate organisational measures, the party contracting with CARIAD shall be obliged to ensure that no employee dealing with CARIAD commits any criminal offences against competition within the meaning of the German Penal Code (StGB) and in accordance with sections 17 and 18 of the German Unfair Competition Act (UWG).

11. **Proprietary rights, nondisclosure, obligation to secrecy and advertising**

- 11.1. CARIAD reserves its proprietary rights and copy rights in connection with diagrams, drawings, calculations, other documentation and models and samples. Third parties may not be granted access to these materials without CARIAD's explicit consent. These materials should be used solely to fulfil the terms and conditions of the contract entered into and must be returned to CARIAD, unsolicited, after handling.
- 11.2. The company logos and trademarks in addition to CARIAD parts numbers should be affixed to the goods ordered by CARIAD in the event that this is stipulated by a drawing issued by the latter, or CARIAD issues instructions to this effect. Goods marked in this manner may be supplied only to CARIAD. Authorised goods marked with CARIAD company logos, trademarks or parts numbers and rejected by the former should be made unfit for service unless it is possible to ensure, in a verifiable manner, that the rejected goods were identified as having been delivered to CARIAD.
- 11.3. The contracting party is obliged to treat all industrial and trade secrets as confidential. Industrial and trade secrets include, in particular, all business and personal data, development, research and planning data, quotations, responses to quotations, documents from enquiries regarding forward/global sourcing processes, other enquiries and all associated processes, as well as confidential information received verbally or in writing, knowledge gained, results from work, expert opinions and materials, samples, drawings, computer simulations, data, files, information from the Volkswagen supply net and hardware and software provided or produced. This also

includes vehicles, components and parts of vehicles that do not represent series production status, and all trials, trial instructions and planning together with their results, and information relating to employees of CARIAD.

The term "confidential" applies to all information, knowledge or materials provided in the event of an order, or a cooperation with CARIAD, or that are labelled or recognized as such, as well as those of which premature knowledge would be useful to a competitor, as well as all personal data pursuant to the EU General Data Protection Regulation in conjunction with the Federal Data Protection Law. This shall not apply insofar as the disclosing party explicitly waives the confidentiality requirement either in full or in part in writing.

The nondisclosure agreement shall not apply to information or confidential items which were evidently already known to the public at the time of their disclosure, i.e. had been published or were generally accessible or already known, or became known to the public through no fault of the contracting party, or were lawfully made public after their disclosure to the contracting party by a third party without limitations in regard to their nondisclosure or use, or have to be made public due to a binding official or judicial order or mandatory legal provisions and CARIAD was informed thereof in sufficient time in advance of the required disclosure in writing.

Industrial and trade secrets may only be recorded if required for the purpose of the contract. When keeping information confidential, the contracting party shall act with the due diligence and care of a prudent and conscientious businessman, but at the least with the same care it would apply when handling its own confidential information. The contracting party shall use the information and documents that have been or will be made accessible to it in the context of its cooperation with CARIAD only for the purpose of fulfilling its contractual obligations relating to this contract. The same applies to the results, data and knowledge gained in conjunction with this contract or the individual contracts. CARIAD has the right to publish the technical, commercial or organisational details of affiliated companies in the context of section 15 ff. of the German Stock Corporation Act (AktG), provided that these affiliated companies undertake to maintain the corresponding confidentiality. The contracting party undertakes to immediately safeguard all information and data belonging to CARIAD from access by unauthorised third parties in line with state-of-the-art technology as far as is possible and reasonable, safeguarding it in particular from theft, loss, manipulation, damage and reproduction. Should the contracting party have information indicating that unauthorised third parties have become privy to the information and data, it shall inform CARIAD immediately and introduce all measures required in agreement with CARIAD to resolve the situation, and if appropriate to prevent future unauthorised access. Should the contracting party save, process or handle the

information and data in its data processing systems, it shall ensure that unauthorised third parties shall not have access to the data. The contracting party undertakes to return all information, data, documents and storage media to CARIAD on completion of the order. Furthermore, the contracting party shall remove all of the data and information from its data processing systems, and also either return all replicated data and storage media to CARIAD or destroy that information in a way that prevents it from being reconstructed, whichever CARIAD requests it to do. The contracting party shall present CARIAD with written confirmation of the complete return or destruction of said data.

The contracting party undertakes to comply with all provisions relating to data protection regulations as amended, and shall observe these provisions. The contracting party shall inform its entire staff of the respective provisions of the data protection regulations and shall obligate its staff to observe data secrecy. The corresponding statements shall be presented to CARIAD or its data protection officers on request.

Insofar as not otherwise prescribed by legal or official provisions, and insofar as not otherwise agreed, the confidentiality and nondisclosure agreement shall be valid in each case for five years from the date on which the contract between CARIAD and the contracting party is signed.

- 11.4. If, by way of exception, any mention of the business relationship with CARIAD is made in the contracting party's advertising material, this may only occur with CARIAD's explicit written consent. In these cases of exception, the written permission shall be limited to the advertising campaigns concretely specified by the contracting party in its original application for consent.

12. **Liability and liability insurance**

The contractual parties shall be liable amongst themselves within the framework of the legal provisions, provided that no alternative agreements have been made.

The contracting party shall be obliged to take out a business liability insurance policy, a product liability insurance policy and an environmental pollution policy with adequate indemnity limits per claim for personal injury, material damage and financial loss and to maintain the aforementioned policies for the duration of the contract.

In the event that the insurance contract stipulates a maximum indemnity limit for all claims made within any one insurance year, this must correspond to at least double the indemnity limit stipulated per claim.

The insurance policies, including the relevant terms and conditions of insurance and proof that the premium payments have been made, must be sent to CARIAD within two weeks upon request. Proof of the continuation of the insurance must also be provided during the contractual term at CARIAD's request. A lack of proof shall entitle CARIAD to terminate the contract on the grounds of just cause.

13. **Data protection**

If the contracting party receives access to personal data when rendering contractual services, it shall observe the valid data protection provisions, process data solely for the purpose of rendering the contractual services (use for a specific purpose), in particular with regard to personal data, ensure that its staff has access to data only where this is absolutely necessary, obligate its staff in writing to practise nondisclosure, inform its staff of the data protection regulations they must comply with, and provide us with evidence thereof on request. The contracting party agrees to protect personal data using state-of-the-art technology. In the event that the contracting party is commissioned by CARIAD to process personal data, and before the contracting party receives access to the personal data from CARIAD, the respective data protection agreement shall be signed, which will be provided by CARIAD. The contracting party ensures that personal data pertaining to CARIAD or CARIAD customers shall only be processed within the territory of the Federal Republic of Germany, a Member State of the European Union or a signatory to the Agreement on the European Economic Area. Deviations thereto shall be explicitly agreed in writing between CARIAD and the contracting party and are subject to the conclusion of the corresponding contracts required.

14. **Paint-wetting impairment substances**

All goods and services provided by the contracting party, regardless of their nature, must be free of paint-wetting impairment substances and must not emit these substances.

15. **Subcontractors**

Unless otherwise agreed in the context of a special agreement or CARIAD is unable to infer anything to the contrary from the contents of the order as related to the contracting party's performance capacity, the contracting party shall be obliged to perform all obligations associated with the order within its own company.

Any use of subcontractors by the contracting party may only take place with CARIAD's prior consent, regardless of whether CARIAD was in a position to recognise or anticipate this upon signing of the contract.

16. **Prices, payment**

16.1. Transport, shipping, packaging and insurance costs shall be included in the stated prices, provided that nothing to the contrary has been agreed.

16.2. Unless otherwise individually agreed, in writing in a specific instance, payment shall be made 30 days after receipt of the goods, services, or other performance, or, if CARIAD receives an invoice after receiving the goods, services, or other performance, 30 days after receipt of this invoice.

17. Changes to the company structure of the contracting party

The contracting party shall inform CARIAD immediately in writing of any significant changes to the shareholding relationship at its company. This obligation also exists if the significant change is subject to legal disclosure requirements (mandatory entry in register).

Insofar as the significant change to the shareholding relationship at the contracting party's company involves a change in the control structure at the contracting party's company (e.g. sale of the majority of the shares in the business or acquirement of the controlling influence by a third party) and the interests of CARIAD are thus impaired to an unacceptable extent, CARIAD has the right to terminate the contractual relations for cause without a period of notice.

18. Divergent agreements

Any amendments to the contract shall only be valid in the event that these are agreed in writing. This shall also apply to the abovementioned requirement for the written form.

19. Continued validity in the event of partial invalidity

19.1. In the event that one or more of the provisions in or of the present contractual clauses is or becomes invalid, the validity of the remaining clauses and the validity of the contract itself shall not be affected.

19.2. In the event that contractual gaps should become apparent during the realisation of the present contract, these must be remedied with replacement provisions equating as closely as possible to the contract's commercial purpose.

20. Place of jurisdiction

The place of jurisdiction shall be Wolfsburg, Germany, as far as this is permissible.

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