

**Applicable for all group-affiliated companies of Porsche Holding GmbH, Volkswagen Group Retail Deutschland (VGRD), Spain (VGRS), France (VGRF), Eurocar Italia, SIVA, Volkswagen Malaysia & Singapore and affiliated companies in China and Japan.**

## 1. General Provisions

These General Terms and Conditions of Purchase shall apply to all orders placed by Porsche Holding GmbH and the affiliated companies listed above (hereinafter: "the client"). Any conflicting terms and conditions shall not be binding on us, even if we do not expressly object to them. Provisions that differ from these Terms and Conditions must be expressly acknowledged by us in writing to take effect.

If there is any conflict with the supplier's general terms and conditions, the client's General Procurement Terms and Conditions shall apply.

## 2. General Requirements for Products, Services, Suppliers and Personnel

The client presupposes that suppliers assume their own responsibility. In particular, this means, that suppliers are responsible for compliance with all statutory provisions that apply to the respective products and services.

Local and international legal standards and provisions prescribed for the affected goods and services by law, such as CE labelling and all applicable safety provisions and safety classes, must be observed without exception. All products and services must conform to the relevant national and international legal standards and provisions. All goods and services provided by the supplier – of whatever kind – must be free of substances that interfere with paint wetting and may not emit such substances.

Moreover, the supplier hereby makes a binding declaration that it has obtained all the legal authorizations necessary to provide the goods and services, such as business licences, concessions, etc., and that the supplier is in compliance with all provisions of national and international labour law. Qualified, trained and suitable personnel must be used to provide the goods and services to the client.

## 3. Completeness of offers & breakdown of quantities

All quotations shall be sent to us by the supplier in writing in German, English or the respective national language and must be signed by the company. Any templates and forms provided by the client must be used unchanged and in full, if available. All prices shall be given in euros or the respective national currency. If prices in different currency are requested, the offer shall become binding with the exchange rates on the date of the offer. Oral agreements and arrangements are prohibited.

Any offers made to us shall be binding for the bidder for at least four weeks, but, in any case, for the full duration of the tendering process, and shall not establish any claim to placement of the order or to any compensation for the supplier, regardless of the amount of preparatory work that was necessary to create the offer.

With respect to repeated, and, in particular, long-standing business relationships, subsequent orders including those placed orally shall be deemed to have been placed under our most recent written provisions, based on these General Procurement Terms and Conditions, even in the absence of any specific reference thereto. The prices offered must include all expenses and cost factors necessary to cover the entire performance chain in the calculation. Any transport, shipping, packaging and insurance costs shall be included in the offered prices unless otherwise agreed upon in writing. All difficulties and additional services and any unmentioned intermediate services, which are necessary for the intended completion of the qualitative overall product or the overall service, must be included in the calculation. The supplier shall be liable for the completeness of the services and products offered.

Unless the purchase of fixed quantities has been agreed upon in writing, the client shall have no obligation with respect to ordering or with respect to the minimum quantities to be purchased. Minimum order volumes must be stated transparently and must be confirmed in writing during the offer process in order to take effect.

## 4. Contract Components

Depending on the respective product group, additional Specific Procurement Terms and Conditions may apply (particularly in the area of guarantees and warranties), as a supplement to these General Procurement Terms and Conditions, which the supplier shall receive separately in the course of placing an order and/or concluding a contract. If the supplier is not informed of the Specific Procurement Terms and Conditions when tendering or ordering or concluding the contract, the Specific Procurement Terms and Conditions shall not apply.

If there are conflicts with the general provisions, the provisions and rules of the Specific Procurement Terms and Conditions for the respective product group shall apply.

If goods and/or services are provided to the client's logistics centres (e.g. TVZ, PCB), the specific delivery policies and the provisions on hazardous substances in effect there shall also apply.

Unless otherwise expressly provided in the order or the contract, these General Procurement Terms and Conditions, any Specific Procurement Terms and Conditions, including all equipment provisions, the contract terms on safety in the supply chain and on proof of origin of VW AG and the requirements of the Volkswagen Group on sustainability in relationships

with business partners (Code of Conduct for Business Partners), shall be integral parts of the contract. If the equipment provisions, the contract terms on safety in the supply chain and on proof of origin of VW AG and the requirements of the Volkswagen Group on sustainability in relationships with business partners (Code of Conduct for Business Partners) are not attached to the offer or the contract award, they can be obtained from [www.vwgroupsupply.com](http://www.vwgroupsupply.com).

## 5. Performance-related Information

If necessary, contact persons shall be designated by both contracting parties for all information that is to be exchanged on site (at the place of delivery and/or performance of services). The contact persons for the contracting parties shall hold coordination meetings at regular intervals regarding the content of services and their performance and for the purpose of exchanging all information necessary to carry out the contract.

When replacing personnel and training new employees, the supplier shall ensure that they provide their services in accordance with the contract and with the agreed-upon quality of performance. The supplier agrees to fully inform the client regarding all details and possibilities regarding the ordered products and services, particularly regarding storage provisions, application specifications and the instructions for using the individual products, and – unless otherwise agreed upon in writing – to do so free of charge.

If sales documents and training sessions are necessary for advertising purposes, the supplier shall provide them free of charge, unless otherwise agreed upon.

## 6. Conclusion of Contract & Order Confirmation

Contracts with Porsche Holding GmbH and its affiliated companies shall only be concluded in writing and in accordance with the following criteria. All orders, particularly orders placed orally in exceptional cases, must be confirmed immediately by the supplier in writing, if not possible within two working days at the latest:

- full address, including the supplier's VAT ID;
- goods and services agreed upon;
- prices of the agreed-upon goods and services;
- billing provisions;
- payment terms;
- delivery period or period for the provision of services;
- delivery terms and/or mutually agreed-upon acceptance criteria;
- warranty/guarantee provisions;
- confirmation of the client's General Procurement Terms and Conditions, including all additional contract components in accordance with section 4 above.

## 7. Exceptional Termination

The contracting parties shall have the right to terminate the contract for good cause without a termination notice period in accordance with the following provisions. Good cause shall apply:

- if the further continuation of the contractual relationship is unreasonable for reasons that lie within the other contracting party's sphere of control;
- if there are basic changes in the agreements between the manufacturers of Volkswagen AG and the client;
- if there are basic changes in the shareholding structure of the supplier's company, which unreasonably impair the interests of the client in some specific manner (see section 20); or
- if a contracting party breaches a cardinal obligation under this agreement or the specific order and does not cease or eliminate the violation despite a warning and the setting of a reasonable grace period of at least four weeks, so as to bring about a condition that is in conformity with the contract.

## 8. Billing & Payment Terms

Unless otherwise agreed in writing, invoices shall be sent to the client in writing and in electronic form (eBInterface 4.0 or PDF) according to the order. Invoices must conform to the legal and other provisions in effect in the client's country. The invoices issued shall be transparent, provide all the necessary information and be understandable to the layman. Unless otherwise agreed upon in writing, the following payment terms shall apply: 30 days net.

## 9. Set-Off & Assignability of Rights and Obligations

The supplier shall not be entitled to set off any claim based on any legal title whatsoever against any claim to which the client is entitled under any legal title. The client shall be entitled to assign all claims against the supplier of whatever kind, in whole or in part, to affiliated companies and third parties if the organisational structure of the client necessitates such an assignment.

## 10. Delivery Terms and Place of Performance

Unless otherwise agreed upon in writing, the following delivery terms in accordance with Incoterms 2020 shall apply: DDP. The destination is the place designated by the client in the written order. The supplier shall bear the costs and risk of transport until handover at the agreed-upon delivery place. If the goods are delivered to and/or the services are provided on the client's business premises or the business premises of one of its branches, the goods shall be delivered and/or the services shall be provided in accordance with the technical and organisational requirements of the client's employees.

The risk of loss or damage shall not pass to the client until there is a signed delivery note or certificate of performance. The supplier shall take out transport insurance for the goods and must ensure suitable packaging. Damage that occurs due to improper packaging before acceptance by the client shall be borne by the supplier.

### **11. General Liability/Insurance**

The contracting parties shall be liable to each other in accordance with the statutory provisions. In particular, the supplier shall be liable for all losses, including indirect losses, which are culpably caused in the course of performing the contract and/or by providing defective work or deficient services, as well as under the provisions of the Product Liability Act in force in the respective country or, if applicable, under the European Product Liability Act. In addition, the supplier may not seek lost profit from the client, unless caused by wrongful intent or gross negligence.

In any case, the supplier must have business liability insurance, product liability insurance and environmental liability insurance with reasonable amounts of coverage for any claim for personal injury, property and pecuniary damages and maintain it in effect during order fulfilment and/or the term of the contract. The insurance policies, including the relevant insurance terms and proof of premium payment, shall be submitted to the client within two weeks, upon request. Proof of the continued existence of insurance coverage shall also be submitted to the client, upon request, during the term of the contract. Failure to provide such proof shall entitle the client to terminate the contract for good cause due to the breach of a cardinal contractual obligation under this agreement (section 7).

### **12. Guarantees & Warranties**

Unless otherwise agreed upon in writing, the issuance of guarantees shall be mutually agreed upon by the client and the supplier in writing. The supplier shall set forth a written process for handling guarantee cases, which enables such cases to be processed within a reasonable period of time, i.e. within four calendar weeks at the latest.

Unless otherwise agreed upon in writing, the supplier undertakes to at least provide the warranties specified in the applicable national statutory provisions. Separate provisions in this regard, particularly with respect to the procurement of goods and services for sale to consumers (B2C, B2G business), can be found in the Specific Procurement Terms and Conditions to the extent that they apply in accordance with section 4 of these provisions. It is agreed that four calendar weeks shall be deemed to be a reasonable period of time for rectification or replacement under statutory provisions.

Exclusions and limitations of liability on the part of the supplier, particularly under the heading of warranty or damages, shall not be accepted.

### **13. Ownership of Trademarks, Company and Product Names**

Unless otherwise agreed upon in writing, all trademarks, company names and product names, including textual, photographic, video and audio material, logos and slogans, regardless of the medium of presentation, shall remain the property of the respective contracting party. With the exception of the sales and training documents made available in accordance with section 5 of this agreement, the written consent of the respective contracting party must be obtained for any use of the aforementioned trademarks, company names and product names, including textual, photographic, video and audio material, logos and slogans.

References to the client for advertising purposes shall only be permissible with prior, written consent.

Orders for services aimed at the creation of trademarks, company names and product names, including textual, photographic, video and audio material, logos and slogans, irrespective of the medium and the intended use, and the manufacture of products and software in accordance with a specified order from the client, are excluded from this provision.

### **14. Restitution**

Goods and means of production including calculations, drawings, data and data carriers and the like which are the property of the client and are in possession of the supplier shall be handed over by the supplier to client upon request; namely at a location and with the mode of transfer determined by the client. Unless otherwise agreed upon in writing, goods which are the property of the client shall be returned at the latest upon fulfilment of the individual order or upon termination of the contract. Unless otherwise agreed upon in writing, the supplier shall bear the costs of restitution. The retention of copies of goods and means of production as outlined above is expressly prohibited.

The supplier warrants that all goods and means of production, including calculations, drawings, data and data carriers and the like, which are the property of the client in the event of insolvency or the like are in any case accessible and retrievable for the client.

### **15. Patents**

It is the supplier's obligation to indemnify and hold harmless Porsche Holding GmbH and affiliated companies from any patent disputes arising from the delivery of goods and services into our organization. Regardless of whether we are at fault, the supplier shall be liable for any damage that arises for the client from the restricted use of delivered goods and services. The supplier is responsible for ensuring that no national or international patents or other industrial property rights of third parties are infringed by the delivery of goods and services into our organization and their use by the client.

## 16. Non-Disclosure

Each of the contracting parties agrees to protect the interests of the other contracting party and refrain from the disclosure of any information of a technical, financial, organisational or other business nature, which they directly or indirectly receive in connection with contract negotiations or contract performance. The information and data obtained may not be passed on to third parties or used for any purpose other than to prepare to enter into the intended contract or perform the contract. The contracting parties shall also impose a corresponding duty of non-disclosure on their employees, subcontractors and partners. The duty of non-disclosure shall also continue in full force for five years after the end of this contractual relationship. The purchaser and/or its companies may only be named as a reference in accordance with section 13 of this agreement with the prior, written consent of Porsche Holding GmbH and its affiliated companies.

## 17. Data Protection

If a contracting party is given access to personal data during the provision of its contractual services, it shall follow the applicable data protection regulations, and, in particular, shall process personal data solely for the purpose of providing its contractual services or fulfilling a resulting legal obligation (intended purpose), shall ensure that its employees only gain access to the data if absolutely necessary and impose an obligation to maintain data secrecy on its employees in writing and shall instruct them regarding the data protection provisions that must be followed and prove this upon request. If personal data must be processed for purposes other than the provision of contractual services due to legal obligations, notice of this shall be given to us before concluding a contract and before processing the data, unless this is prohibited by law,

The supplier agrees to protect personal data with state-of-the-art technology. If the supplier is to process personal data on behalf of the client, a processing agreement, which shall be provided by the client for this purpose, must be concluded before the contract partner receives access to such personal data.

If the data of citizens of EEA Member States is involved, the supplier agrees that the processing of personal data, which is attributable to the client or customers of the client, will only take place on the territory of the Republic of Austria, a Member State of the European Union or a contracting state of the Agreement on the European Economic Area.

## 18. Subcontractors

To the extent that subcontractors are necessary to fulfil the contract or the order, the supplier shall inform the client regarding these subcontractors at the time the order is placed at the latest. Unless specified in a separate contract at the time of the order at the latest, only the supplier shall be authorised and required to

provide the goods and services ordered. The supplier is required to fully bind all subcontractors to fully comply with these General Procurement Terms and Conditions.

## 19. Reporting

In the case of orders that are split into several follow-up orders or an ongoing business relationship, a list of the essential business data (sales volume in EUR, which products/services, which quantity) must be annually submitted by the supplier in writing and within a reasonable period of time upon request by Porsche Holding GmbH and affiliated companies. A period of four calendar weeks shall be agreed upon as a reasonable period of time.

## 20. Changes of Ownership

The supplier shall promptly notify the client in writing of any significant changes in the shareholding structure of the supplier's company. A significant change shall include the acquisition of 10% or more of the shares of the supplier's company by third parties.

The obligation shall also exist if the significant change is subject to statutory disclosure requirements (obligation to register). If the significant changes in the shareholding structure of the suppliers company are accompanied by a change of control within the supplier's company (e.g. sale of a majority of the shares or acquisition of a controlling interest by a third party) and this brings about a specified unreasonable impairment of the client's interests, the client shall be entitled to terminate the contractual relationship for good cause without a notice period.

## 21. Written Form & Severability Clause

Changes and additions to this agreement must be made in writing in order to become effective. This shall also apply to the cancellation of the written form clause itself. The agreements concluded herein are final. Side agreements, including oral ones, are invalid. Should any provision of these General Procurement Terms and Conditions be invalid for any reason whatsoever, this shall not affect the validity of the remaining provisions.

## 22. Jurisdiction

The court with local and subject-matter jurisdiction where the client has its registered office shall have jurisdiction or, at our option and with a written agreement, the court where the supplier has its registered office. It is agreed that the national law applicable to the client shall be the applicable law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Alternatively, the contracting parties can agree in writing that the court with local and subject-matter jurisdiction in Salzburg, Austria, shall have jurisdiction, and Austrian law shall apply.