

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PARTS****0. DEFINITIONS:****PURCHASER:**

In every case, PURCHASER means VOLKSWAGEN ARGENTINA S.A.

**SELLER:**

Supplier bound by the terms of these General Conditions.

**DOCUMENTATION:**

Any contract entered into in addition to the Purchase Order and the present CONDITIONS, as well as any tenders, quotations, scope of work, specifications catalogues, Bidding Conditions (*Lastenheft*), Rules, specifications, nomination letters, trading agreements, drawings, plans, designs, any type of annexes and in general any information, contained on electronic or printed means received by the SELLER for performing the operation set forth in the Purchase Order.

**SAMPLES:**

Every element deemed an example or model of the goods and/or services requested from the SELLER for no consideration or for valuable consideration through the Purchase Order.

**1. CONTRACT CONDITIONS AND NON-ASSIGNMENT TO THIRD PERSONS.**

1.1.- The general and special conditions specifications with their annexes, Purchase Orders, these general conditions and written instructions from the PURCHASER that may be enclosed or sent and any other document previously defined as DOCUMENTATION, constitute the final description of the elements and conditions that, jointly with SELLER's offer, govern the supply or hiring of services from the SELLER.

The submission of the offer by the SELLER and/or the commencement of the SELLER's works shall constitute the acceptance by SELLER of all the terms and conditions included in the general and special conditions with their annexes, Purchase Orders, these general conditions and written instructions from the PURCHASER. In that sense, excluded is any understanding or precedent of any kind that PURCHASER has not set or accepted expressly in writing.

1.2 – All the DOCUMENTATION making up the contract with the SELLER shall be deemed as reciprocally explanatory. In case of inconsistencies between the DOCUMENTATION and/or between the DOCUMENTATION and SELLER's offer, the following prevailing order shall be followed:

1. Special Conditions and annexes thereto,
2. General Conditions and annexes thereto,
3. Purchase Orders,
4. These General Contractual Conditions Applicable to Purchase Orders of Production Parts and of Non-Productive Goods and Services, and other Annexes,
5. Any other DOCUMENTATION not listed above, and
6. SELLER's offer.

1.3.- SELLER shall in no way assign to third parties the execution of the works described in the Purchase Order, unless the PURCHASER has expressly and previously granted its written consent therefor. In addition, the SELLER waives its right to assign the credits it holds from

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the PURCHASER, unless the PURCHASER has expressly and previously granted its written consent therefor. Any eventual assignment of rights from the SELLER, as opposed to the express authorization request described above, will be unenforceable as against the PURCHASER.

1.4- In turn, the PURCHASER may, without need of authorization from the SELLER, fully or partly assign its contractual position and/or rights emerging from the hiring and/or the Purchase Order, to any company of the Volkswagen Group, granting SELLER its express consent on this power.

**2. FORM OF EXECUTION/RENDERING OF SERVICES.**

The component parts ordered and the services requested must be prepared and/or rendered with care and diligence, meeting the quality and safety requirements taking into account the purpose for which they have been requested.

**3. PURCHASER SATISFACTION.**

The Purchase Order defines exactly the purpose or service to be provided, which must be submitted to the relevant essays and tests in order to determine if it meets the specifications required by the PURCHASER.

**4. CHANGES.**

4.1- By means of a modification to the Purchase Order the PURCHASER may at any time introduce changes to the plans, designs, prices, payment conditions, and other specifications of the material or services covered by the Purchase Order.

4.2- If such changes affect the delivery time, the manufacturing cost, the service cost or the cost of materials packing or shipping, the PURCHASER shall make an equitable adjustment of the delivery date or price, or both, by prior written agreement with the SELLER.


4.3- SELLER shall not make no change in the design, preparation, delivery, date or place of delivery of the supplies except in accordance with the instructions of the PURCHASER or with the written approval from the latter.

**5. DELIVER PLACE AND TIME.**

5.1- The Purchase Order defines exactly the place where the SELLER must deliver the goods or services requested, as well as the delivery time.

5.2- For each day of delay in the deadlines set for the delivery, a penalty will be applied to the SELLER in relation to the damages caused, authorizing the PURCHASER to debit from SELLER's account said concepts.

5.3- If the PURCHASER decides to receive the articles and/or the rendering of the service with a delay from SELLER, this latter accepts that the PURCHASER may charge the fine agreed for the delay in the delivery term, without the PURCHASER having to prove that it suffered damages or injuries due to SELLER's breach. It is expressly acknowledged that the fine imposed and/or charged to the SELLER for such breaches is of a purely punitive nature, the purpose of which is to punish the poor quality of the articles and/or the poor performance of the services rendered and/or the delay in the delivery of the articles and/or the rendering of the services untimely or beyond the expected term. Consequently and additionally, the PURCHASER reserves the right to claim the damages caused by SELLER's breach.

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5.4- Any delay and/or non-compliance with the deadlines set by PURCHASER for developing the goods and/or services subject matter of this Purchase Order will be taken into account for the purpose of awarding future tenders, without prejudice to the PURCHASER's right to claim any damages and losses caused by the breach.

**6. FREE LEASE.**

6.1- The PURCHASER retains the ownership of all the material, installation, toolkit, sample, instrument or good of any nature acquired or supplied by the PURCHASER to the SELLER for use in manufacturing the material covered by the Purchase Order. The SELLER shall use such goods exclusively to manufacture the material covered by the Purchase Order according to the clauses and conditions set forth in the Free Lease Agreement entered into to such end. If a use other than the use agreed with PURCHASER is made, this latter may leave the Purchase Order without effect according to the provisions in clause 21, and further proceed as set forth in the mentioned Free Lease Agreement.

6.2- The SELLER receives such goods in free lease and undertakes to keep them marked with the legend "Property of Volkswagen Argentina S.A.", separate from its own goods and those of third persons, and not to withdraw them from its factory without the prior and written authorization from the PURCHASER.


6.3- The SELLER shall keep the goods received in free lease in perfect conditions of use in accordance with the provisions of the Free Lease Agreement signed for that purpose, except for natural wear, being responsible for losses, breakdowns, and/or any damage caused to the leased goods due to its fault or negligence, for which it shall hire the corresponding insurance. The SELLER must immediately notify the PURCHASER in writing of any deterioration that could render such goods useless for the purposes for which they were assigned, the SELLER being liable for the worsening suffered by the property as a result of the delay in notifying the PURCHASER.

6.4- The PURCHASER shall be entitled to inspect such goods at the SELLER's plant at any reasonable time as well as the SELLER's records required. The SELLER shall, upon request from PURCHASER, prepare such goods immediately, pack them and mark them conveniently so that they are removed from its plant.

6.5- The SELLER shall hire and keep in force, with a first-line insurance company, the insurance required by PURCHASER to keep the integrity of the property given under free lease.

**6 bis - SAMPLES AND PROTOTYPES**

The SELLER shall in every case submit to the PURCHASER for approval the samples or prototypes of the articles (and if applicable of the services), before the serial start or on the required date, or otherwise one(s) sample(s) of the article(s) of the SELLER's production line. The delivery of samples and/or prototypes must be within the agreed deadlines and in accordance with the provisions of the quality certification system that the PURCHASER requires in relation to new parts, modifications of features, as well as modifications of procedures for all the dimensions, functions and materials affected. In the event that, due to causes attributable to SELLER, it does not comply with the delivery of samples within the agreed term, it shall cover the expenses caused by its delay. This also applies for second or continuous releases due to rejections.

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It is understood that, although the Purchase Order covers samples and quotations, this does not imply the PURCHASER's commitment to approve such samples, or to cover the expenses generated for the production thereof (unless otherwise agreed), nor does it force to enter an order or formal negotiation with the SELLER regarding the goods and/or services from which the sample has been provided.

**6 ter – DELIVERY OF MATERIAL. CONSIGNED MATERIAL.**

If due to or on occasion of the supply of the goods and/or the rendering of the service hired by the PURCHASER to the SELLER, this latter must receive material owned by the PURCHASER, for submission to any process and/or incorporation into the service or to be provided by the SELLER to the PURCHASER, the modality under which said material will be delivered will be defined, exclusively, by the PURCHASER.

If the PURCHASER decides to deliver the material in consignment, said consignment will be governed by the terms and conditions of the Bidding Conditions (*Lastenheft*) sent by the PURCHASER to the SELLER to that end for signature -or any future document in replacement thereof-. There will be no delivery of material on consignment without the signature and delivery of said document by the SELLER to the PURCHASER. Otherwise, it will be understood that the material has been acquired by the SELLER, this latter having to pay the corresponding cost to the PURCHASER or, upon express agreement of the PURCHASER, discount that cost from the price to be charged to the PURCHASER as consideration for the good or service provided.

The PURCHASER keeps the ownership of the materials delivered in consignment.


**7. VERIFICATION.**

When so required by the PURCHASER, the SELLER must keep records such to allow the PURCHASER to verify the real costs of SELLER in the production of materials or the rendering of services for the PURCHASER, so that on such basis the prices of a transaction are determined. The PURCHASER shall have access to such books and records at any reasonable time up to 2 (two) years after the final payment for said material or services.

**8. PACKING – LABELING – SHIPMENT.**

8.1- Every delivery must be properly packed, labeled and shipped, using the means recommended by the PURCHASER, or the fastest, most economical and safest means. The SELLER undertakes to comply with the "Logistics Manual of Volkswagen Argentina S.A." and with each of the duties therein set forth, including any future amendment or addition thereto. For this purpose, the SELLER undertakes to enter the relevant extranet page and consult the Logistics Manual. The SELLER cannot claim being unaware of any amendment or addition made in the extranet of Volkswagen Argentina S.A. to dodge liability for the lack of compliance therewith.

In case of breach of the duties set forth in the Logistics Manual of Volkswagen Argentina S.A., SELLER shall be subject to a daily fine equal to 0.1% of the amount of its turnover, in the month immediately prior to the occurrence of the breach, authorizing the PURCHASER to debit such amounts from the SELLER's account. The SELLER shall reimburse the PURCHASER for any expenses incurred due to packaging, labeling or improper shipping. It is expressly acknowledged that the fine imposed and/or charged to SELLER for such breaches

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is purely of punitive nature, the purpose of which is to penalize the poor quality of the services rendered. Consequently, and additionally, the PURCHASER reserves the right to claim the damages caused by SELLER's breach.

8.2- Unless otherwise stated in the Purchase Order, the SELLER shall not invoice for packing, packaging, movement, storage or transport.

**9. SPECIAL DELIVERIES.**

If due to negligence or inability by SELLER to meet the delivery date the PURCHASER is forced to withdraw the materials covered by the Purchase Order or to proceed to its dispatch through extraordinary means, the SELLER shall reimburse the PURCHASER for the expenses that it would have incurred for such concept, the SELLER authorizing the PURCHASER to debit from SELLER's account said amounts and/or to compensate them with any sum that for any reason the PURCHASER must pay to the SELLER. If there are no sums against which to debit or compensate, the SELLER must reimburse the expenses to the PURCHASER within 48 hours from being so required.

**10. MATERIALS DELIVERY AUTHORIZATION.**

10.1- Unless the Purchase Order expressly provides for a delivery date, the SELLER shall not manufacture the materials covered by the Purchase Order, shall not purchase the raw materials for its manufacture other than in the quantity and on date stated on the Deliveries Authorization Form.

10.2- The Deliveries Authorization Form shall be made available to the SELLER on the Extranet, who shall access and download it for use. The publication of the Form on the Extranet shall imply its acceptance by the SELLER as long as this latter does not notify its rejection to the PURCHASER in writing (to the Logistics and Supply Departments) within 72 hours from publication.

10.3- The PURCHASER shall not be liable for shipments on unauthorized dates or amounts. At the option of the PURCHASER, shipments in excess of the authorized amounts may be returned to the SELLER, and this latter shall pay to the PURCHASER any packing, handling, selection and transport expenses incurred in relation to said excess deliveries, or receive them with deferred payment date, the SELLER authorizing the PURCHASER to debit from the SELLER's account said amounts and/or to compensate them with any sum payable for any concept by the PURCHASER to the SELLER. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER with 48 hours from being so required.

The PURCHASER may occasionally alter the delivery dates specified on the Purchase Order or on said authorization, or temporarily suspend shipments.

**11. INSPECTION.**

The PURCHASER expressly reserves the right to conduct the tests and audits it deems necessary at any time to verify the compliance with the quality assurance measures as the quality proper of the articles and/or services provided.

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In addition, the SELLER undertakes to provide to the PURCHASER the information and to deliver the documents it requests, simply upon request from this latter, so that the PURCHASER may analyze its economic and financial situation. Failure to comply with this duty shall entitle the PURCHASER to rate the SELLER negatively and to deem the Purchase Order terminated due to fault by the SELLER pursuant to the provisions of Clause 22 of these CONDITIONS.

If the materials are defective as to composition, labor or otherwise fail to comply with the specification of the Purchase Order, the PURCHASER shall be entitled to:

11.1- Reject them, in which case it shall make available to the SELLER the thing or shall claim the relevant price refund. If the material rejected made available to the SELLER is not withdrawn in time, it may be destroyed by the PURCHASER, after prior sufficient notice, at the expense of SELLER. To such end, the SELLER shall authorize the PURCHASER to debit from SELLER's account the expenses incurred by the PURCHASER for destroying and/or compensating them with any sum for any concept this latter must pay to SELLER. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER within 48 hours from being so required.

11.2- Withholding and correction. In this case, the SELLER shall refund to the PURCHASER the work and material expenses necessary to cure the defect, the PURCHASER being entitled to debit from SELLER's account the expenses incurred. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER within 48 hours from being so required.

11.3- Withholding and claiming refund of the part of the price equal to the good's loss of value as a result of its defect/s.

**11. bis-** Notwithstanding the provisions of paragraphs 11.1, 11.2 and 11.3, in the event that the materials delivered are defective, or in the case of late deliveries or differences in quantity, the PURCHASER may seek from the SELLER the repayment of the costs and expenses of any nature derived from such breaches, the SELLER authorizing to PURCHASER to debit from SELLER's account said amounts and/or to compensate them with any sum that for any reason the PURCHASER must pay to the SELLER. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER within 48 hours from being so required.

**11. ter (i)** The PURCHASER reserves the power, at any time, even after the last payment corresponding to the Purchase Order, to request SELLER, and this latter is forced to submit immediately, all documents and clarifications that may be necessary to proceed with the verification and acknowledgment of the data generated by the respective Invoices/Trade Acceptances, including those inherent to the ones already accepted. To such end, the PURCHASER or the auditor authorized thereby, if deemed appropriate, will have access to the SELLER's facilities, within ordinary working hours, with the aim of proceeding to the examination of the relevant documentation.

**11. ter (ii)** For compliance with the above, and also for tax purposes, the SELLER must keep in its possession the records of labor and materials used and other relevant documents, for a term of 10 (ten) years, counted from the year following that of the final payment of the Purchase Order.

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**11. ter (iii)** If by virtue of the aforementioned audit any irregularity or discrepancy arising from an act, fact, action or omission attributable to SELLER is verified, the latter is obliged, depending on the fact, to: (I) take all measures necessary to proceed to its regularization; (II) undertake any expenses resulting therefrom; (III) compensate the PURCHASER for any amount that it had to pay therefor; and (IV) be liable for the damages and losses, if it were the case, keeping the PURCHASER harmless from any claim in this regard. To such end, the SELLER authorizes the PURCHASER to debit from SELLER's account such amounts and/or to compensate them with any sum that for any reason the PURCHASER must pay to the SELLER. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER within 48 hours from being so required.

**12. WARRANTIES.**

12.1- SELLER warrants that the materials delivered abide by the “approval tests” (*Typprüfung*) and safety tests indicated on the drawings and/or technical specifications of the PURCHASER, as well as the planes, specifications, designs, samples or other elements provided or indicated by the PURCHASER; that they have been manufactured in accordance with the quality assurance instructions “Formel Q Quality Capacity” and the specifications and/or procedures set forth in the “Quality Manual of Volkswagen Argentina S.A.” and/or the provisions of the special bidding conditions applicable and those in force in the VOLKSWAGEN consortium and the rules applicable to the Automotive and autoparts industry, which are known and accepted by the SELLER, its amendments or additions and/or any other that supersedes them in the future; that they are suitable and sufficient for their intended purpose; tradable; of good material and labor; and free of any defects.

12.2- The SELLER warrants that it shall not sell or assign to third parties any materials manufactured under registered trademarks and/or under plans, specifications, designs, samples or other elements provided or developed together with PURCHASER, unless previously authorized by PURCHASER, even if they have been rejected by the PURCHASER. It also guarantees that it will not sell or transfer to third parties the plans, specified together with the PURCHASER.

12.3- The SELLER warrants that it will give trade secret treatment to all the information received from the PURCHASER. Any data and/or information and/or documentation that the PURCHASER provides to the SELLER by any means, whether verbal, written, magnetic, etc. for the purpose hereof shall be deemed confidential, so SELLER shall be obliged not to reveal said data or information or transmit them in any way to third parties. The SELLER will ensure that the same confidentiality obligation is undertaken by its directors, employees, suppliers and/or sub-suppliers, for whom it is absolutely responsible.

12.4- The warranty granted by the SELLER to the merchandise subject-matter of the Purchase Order shall correspond to that which the law or the PURCHASER, whichever is broader, grants to the PURCHASER's products, marketed both in the country and abroad.

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12.5- When the PURCHASER is held liable as against third parties for its warranties provided, it will be entitled to seek from SELLER the repayment of any amount that it has been forced to pay for such reason, including, but not limited to, amounts of convictions, expenses, costs and attorneys' fees. In that sense, at the request of the PURCHASER, the SELLER shall reimburse said sums, the PURCHASER being able to implement said reimbursement by means of:

A: Compensation for possible credits from the SELLER.

B: Sending a debit to SELLER for immediate collection.

Otherwise, the SELLER must reimburse the PURCHASER the referred sums within 48 hours from being so required.

12.6- The ordinary indemnity of guarantee to be given by the SELLER will cover the cost of the merchandise, additional expenses and any other compensation to third parties for material or personal damages, including but not limited to amounts of convictions, expenses, costs and attorney's fees.

12.7- PURCHASER will inform SELLER of the basics of the debit issued as collateral, as long as it is so requested.

12.8- The SELLER guarantees to PURCHASER that it is the only party responsible for the labor relations and/or contracts it generates with its dependents for the fulfillment of the obligations under its responsibility derived from this Purchase Order and that as such it will fully comply with all the labor, social security, and/or labor risk regulations.

The SELLER shall hold the PURCHASER harmless from any claim, of any nature, lawful or unlawful, administrative or judicial or extra-judicial, arising from eventual actions filed by employees and/or contracted parties and/or right holders derived from occupational accidents, for sums and risks included or not included in the services of the Occupational Risk Insurers within the framework of the Law on Occupational Risks, as well as for actions, claims and matters of any kind derived from the labor relationship of the SELLER with its own staff and/or staff hired for compliance with its duties. Moreover, it shall hold PURCHASER harmless for all damages caused to third persons and/or to staff of the PURCHASER by the permanent staff of the SELLER and/or by the staff hire on occasion of performing tasks related to the activities described herein. The SELLER undertakes solely and exclusively all liability derived from any loss that may occur to its personnel, even those cases where the damage was caused by a thing whose owner and/or guardian was the PURCHASER.

12.10- The SELLER shall exclusively bear the expenses caused by labor claims or by any other claim filed against the PURCHASER by the staff of the SELLER or hired by the SELLER or by third persons hired by the SELLER, in relation or due to the tasks linked to the compliance with its duties, including, without limitation, capital, updates, interest, costs, indemnity and fees awarded in favor of the lawyers acting on behalf of the PURCHASER.

12.11.- The SELLER shall indemnify and reimburse the PURCHASER, within FIVE (5) days from receiving formal notice, the amounts that the PURCHASER would have had to pay to third parties, duly substantiated by payment, or that have been seized due to legitimate and illegitimate judicial and extrajudicial claims, for which the PURCHASER is



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liable, including but not limited to labor, social security, and tax obligations, civil and/or commercial obligations in favor of the SELLER's own and/or contracted personnel, Social Security agencies, labor unions, Federal Administration of Public Revenue, and any other natural or legal person, public or private. In that sense, the SELLER undertakes the liability that may arise towards the PURCHASER and/or third parties for the consequences derived from their acts or omissions and/or those of their employees and/or contractors, and is obliged to compensate for damages arising from the acts of their employees and/or contractors in relation to or in connection with the activities described in this agreement.

12.12.- With the purpose of excluding any joint and several liability that could be attributed to the PURCHASER for the labor, social security, and social welfare obligations of the SELLER, under the terms of Article 30 of the Labor Contract Law (Law 20.744 and its amendments, consolidated text according to Decree 390/76) and/or any other legal provision that could provide for an equivalent joint and several liability, the SELLER undertakes to authorize, allow, and facilitate unrestricted access, full verification, and auditing by the PURCHASER or by those appointed by the PURCHASER for this purpose, regarding the SELLER's compliance with the obligations imposed by current labor, social security, and social welfare laws, as an employer of employees and/or contractors. To that end, the SELLER undertakes to deliver, and/or display, and/or grant access merely upon request, to any and all documentation related to the permanent and/or temporary personnel of the SELLER that the PURCHASER may require.

12.13- Any sum of money that the PURCHASER should pay for the reasons above mentioned and/or for any other cause that is the responsibility of the SELLER may be offset by the PURCHASER against any credit that the SELLER has against the PURCHASER.


12.14- The SELLER shall be responsible for all permanent and/or contracted personnel it employs to fulfill their obligations, and shall be liable for all obligations arising from the contractual relationship. The SELLER shall bear exclusive liability (both in labor, civil, and criminal aspects) for any action, omission, or circumstance involving and/or affecting its staff, even if said staff performs its tasks within the premises of the PURCHASER.

12.15- The SELLER shall, upon request from the PURCHASER, withdraw from the service any of its employees and/or outsourced staff for any reason that, at the PURCHASER's exclusive criteria, is deemed serious or inappropriate pursuant to the rules of the PURCHASER. This amendment must be made in the name of the SELLER, who shall undertake all of its legal and labor liabilities.

12.16 In case of breach of any of the items detailed in point 12, the SELLER shall indemnify the PURCHASER for the damages and losses caused.

### **13. PATENTS**

13.1- The SELLER guarantees that the materials of its design, and its sale or use, alone or in combination with other materials, do not infringe any patent or intellectual property right in the Republic of Argentina or abroad, and agrees to defend and assist in the defense of the PURCHASER and of any person who, as a result of selling or using the PURCHASER's

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product, is subject to a trial for infringement of a patent or any intellectual property right, and undertakes to indemnify them for any damages or harm.

13.2- The SELLER grants a license to the PURCHASER to repair, relocate and/or reconstruct by itself or through third parties the design material of the SELLER acquired by the PURCHASER under a Purchase Order.

13.3- Any document presented or acquired by the SELLER under a Purchase Order shall belong to the PURCHASER. All drawings, know-how and confidential information supplied by the PURCHASER to the SELLER and all rights thereon shall remain the property of PURCHASER and will be kept secret by the SELLER until after one (1) year of the terminating of the Purchase Order.

#### **14. LAW 22802.**

Articles manufactured in Argentina must be marked "INDUSTRIA ARGENTINA", without any abbreviation, according to LAW 22802, and in compliance with that law or the one that replaces it, and all the regulations governing identification of materials.

The SELLER agrees to allow the verification of the compliance with said legislation. Articles from another source must be marked with the identification of their country of origin.

#### **15. INTELLECTUAL PROPERTY.**

Except with prior written authorization, SELLER is absolutely prohibited from:

15.1- Fraudulently imitating or falsifying the trademark, designation or emblem of the PURCHASER, as well as its designs or any intellectual property right of the PURCHASER and/or of its controlled or controlling companies.

15.2- Using, putting on sale or selling the brand, designation or emblem designs or any intellectual property right owned by PURCHASER and/or of its controlled or controlling companies.


15.3- Putting on sale or selling or otherwise marketing PURCHASER's products or services. In the event of any of the described behaviors, the SELLER may be subject to civil and criminal actions provided by law.

#### **16. WASTE MATERIAL GUARANTEE.**

The SELLER guarantees that all materials that it decides to buy from the PURCHASER and designated as "Waste material" by the PURCHASER, will be immediately mutilated and destroyed on account and at the expense of the SELLER in accordance with the regulations in force, AND must issue in favor of PURCHASER sufficient evidence of said conversion into scrap, to the extent that said materials cannot be used for the purpose originally intended.

#### **17. DELIVERY SLIP AND INVOICES.**

Each delivery shall be made with an original delivery slip and 4 (four) copies, and shall be invoiced as appropriate in each case, respecting the legal regulations in force and specific instructions of PURCHASER.

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## 18. PRICE.

The price of the current Purchase Order is fixed and immovable, and will only be subject to modification in the hypothesis provided in clause 4.

## 19. PAYMENTS.

To effect the payments, the particular billing conditions indicated by the PURCHASER must be met on the Purchase Orders.

Moreover, for the management and/or administration of invoices and payment processes, the SELLER must use the e-BuyPlace Platform ([www.e-buyplace.com](http://www.e-buyplace.com)), accept its Terms and Conditions, and pay the monthly fee for its use, which will be calculated based on the monthly payments made by the PURCHASER to the SELLER - ranging between 0 and 1% of the monthly amount paid.

The payment dates and orders, as well as the tax withholding certificates, will be regularly available for the SELLER on the e-Buyplace platform. Payments will be made exclusively through bank transfer or electronic check, at the discretion of the PURCHASER. Payments will be made for the net amounts after applying the corresponding tax deductions.

## 20. DEBITS

When the rendering of the services and/or the delivery of the parts in question does not comply with the Milk run program and/or with the logistics manual and/or the VWAR quality manual, and/or with any of the obligations set forth in these general conditions and/or in the Technical Specifications of the service and/or delivery affected, the SELLER, accepts that they be debited and offset against its turnover -that is, against the amounts invoiced by the SELLER to the PURCHASER for the concept of provision of services and/or delivery of parts- the amounts equivalent to the breach verified by the PURCHASER, without prejudice to the PURCHASER's right to claim other damages caused by the breach of the SELLER.

## 21. TERMINATION WITHOUT CAUSE OF THE PURCHASE ORDER BY THE PURCHASER

21.1- The PURCHASER may, at any time with 60 (sixty) days prior notice, in writing, terminate the Purchase Order, in whole or in part, without statement of cause and without any penalty or indemnity, in which case the SELLER shall continue rendering the duties related to the provision of goods or services as the case may be until (and including) the last day of the prior notice given.

21.2- Upon receipt of the notice, SELLER shall take the necessary actions to cease all work related to the material covered by the Purchase Order that exceeds the provision of the good or service beyond the period of notice given and, except for special instructions from PURCHASER:

21.2.1– It shall keep in force only any order or assignment to third parties related to the Purchase Order that allows it to provide the good or service during the prior notice term, and must immediately cancel the remaining orders or assignments.

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21.2.2 – It shall negotiate the cost of the works already performed by third parties under such orders or purchases for the provision of the good or service in excess of the period of prior notice given.

21.2.3– If upon communicating such termination to the SELLER any material exceeds that which the SELLER must deliver during the prior notice period, the SELLER shall deliver to the PURCHASER:

21.2.3.1- Every finished material that complies with the specifications of the Purchase Order and that does not exceed the amount authorized for manufacturing by the PURCHASER.

21.2.3.2- A reasonable amount that does not exceed the amount authorized by the PURCHASER of materials in process and raw material produced or acquired thereby, of suitable type and quality, to produce the materials covered by the Purchase Order that is terminated, and cannot be used by SELLER during the prior notice period or for itself or for its other customers.

21.2.4 - It shall arrange what is necessary to protect the assets in its possession on which the PURCHASER has or may acquire an interest.

21.2.5 – It shall submit to the PURCHASER within 3 (three) months from the effective date of cancellation, but not more than 1 (one) month in case of partial cancellation, a summary of the account with the costs of the above-mentioned termination. Once the indicated periods have elapsed, in the event that SELLER has not presented its summary of accounts, PURCHASER may determine the amount of the termination notwithstanding the provisions in subparagraph 21.2.5.1 on the basis of the information it holds. This determination will be final.

21.2.5.1 - In the event of termination within the provisions of this paragraph, the PURCHASER shall pay the following amounts

(1\)) All materials and services completed and compliant with the Purchase Order that, at the time the termination is communicated, exceed the provision of goods or services that the SELLER must comply with during the period of notice, according to the Purchase Order.

(2\)) The actual expenses incurred by SELLER in relation to the Purchase Order, to the extent that such expenses are reasonable in quantity and may be verified by current accounting methods, including the materials in process and raw material referred to in subparagraph 21.2.3.2 of this paragraph, as well as the costs of work performed by third parties in relation to the Purchase Order. No expenses of any kind will be reimbursed by SELLER after the termination of the Purchase Order has been communicated, unless they are necessary to provide the goods or services during the period of notice and/or were previously authorized by the PURCHASER.

(3\)) A reasonable amount for protection costs of goods on which the PURCHASER has or may acquire an interest, which must be previously agreed with the PURCHASER. The payments corresponding to subparagraph 21.2.5.1 (excluding those corresponding to the subdivision (3) of the subparagraph) may not exceed the price of the materials indicated in the Purchase Order. The Debit Notes that may eventually exist against the Purchase Order and any other sum owed by the SELLER to the PURCHASER for any reason shall be deducted from the payment.

21.3.- Moreover, upon termination of the Purchase Order, the SELLER must withdraw from the PURCHASER' premises all of the goods owned by the former. If those goods, made

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available to the SELLER, are not timely withdrawn, after sufficient notice served to that effect by the PURCHASER, the PURCHASER may keep, dispose of or destroy the same, at SELLER'S cost and charge. To such end, the PURCHASER may debit from the SELLER's account the expenses on which the PURCHASER has incurred to keep or destroy the goods and/or to offset them with any sum that it shall pay for any concept to the SELLER. If there are no sums against which to debit or offset, the SELLER must refund the expenses to the PURCHASER within 48 hours from being required.

**22. TERMINATION DUE TO SELLER'S FAULT**

If the SELLER does not comply with any of the obligations set forth in these General Contracting Conditions and/or with those of the Logistics Manual and/or in the Quality Manuals, Formel Q and Parts Provision of Volkswagen Argentina S.A. and/or with any that in the future may replace it and/or with the specifications and obligations of the bidding conditions applicable and/or with the Purchase Order, in any of these circumstances, and does not attempt to correct them within 10 (ten) days from receiving a written notice from PURCHASER notifying such breach, PURCHASER may cancel the Purchase Order without being obliged to pay SELLER any indemnity and/or compensation and/or any sum for the termination. In such case, the provisions of Clause 21.3 shall apply, irrespective of the legal action that may apply for any concept.

**23. CLAIMS**

Any claim or dispute related to the hiring and/or to the Purchase Order will be submitted to the jurisdiction and competence of the Ordinary Courts on Commercial Matters of the Federal Capital, waiving any other court or jurisdiction.

**24. CONFIDENTIALITY/THIRD PARTY RIGHTS**

The SELLER undertakes to consider the Purchase Order, specifications, as well as technical drawings, know-how, designs, samples, prototypes, brands, plans and in general any information received from PURCHASER as confidential information and trade secret proprietary of the PURCHASER, for which reason the SELLER shall have a duty not to disclose such data or information or to transfer them to third persons foreign to the commercial and contractual relation between the SELLER and the PURCHASER without the written consent from the PURCHASER. This duty of confidentiality is acquired by the SELLER, and must be extended to the staff and/or collaborators thereof and/or to the sub-suppliers contracted thereby, with the understanding that the obligation of confidentiality will continue in force even after the regular or early termination of the Purchase Order and related contractual DOCUMENTATION. The breach of these duties shall make SELLER liable for the damages caused thereby to the PURCHASER.

The following are considered exceptions to the duty of confidentiality:

- a) That the information is known by the SELLER because it is of general knowledge for an expert in the field.
- b) That the information becomes public domain without violating any duty of confidentiality.

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c) That the confidential information must be made available to an authority legitimately authorized to request it (in which case the SELLER must immediately notify the PURCHASER of the authority's requirement, prior to disclosing the information).

**25. ANTICORRUPTION**

The SELLER is aware that the PURCHASER has a system for reporting irregularities related to the prevention of conflicts of interest and corruption, as well as with Human Rights and Environmental protection, having available the following contact channels:

- E-mail: [compliance@vw.com.ar](mailto:compliance@vw.com.ar)
- Telephone: 011 4317-8039/6148/
- Address: Avda. De las Industrias 3101- Gral. Pacheco

Central Investigation Office

- E-mail: [io@volkswagen.de](mailto:io@volkswagen.de)
- Toll free telephone: 00 800 444 46300
- Telephone: 00 49 5361 9 46300 / 0 54 11 5252 8632 <https://www.bkms-system.com/vw>

Ombudsmen

- Link: <http://ombudsmen-of-volkswagen.com/>

A safe environment for help is provided to combat corruption, clarify dubious situations and avoid conflicts of interest. The PURCHASER ensures compliance with the principles established in its procedures and policies, which includes the protection of the identity of the complainant if it so wishes.

The SELLER must be aware of and comply with the binding requirements included on the Business Partners Code of Conduct available at the B2B Portal ([www.VWGroupSupply.com](http://www.VWGroupSupply.com)), regarding the following items:

- Environmental protection
- Human rights and labor rights of collaborators
- Transparent business relations
- Loyal market behavior
- Due diligence for the fostering of responsible raw-material supply chains
- Integration of the sustainability requirements to the organization and the processes
- Verification of the compliance with the requirements of the VW Group
- Reporting channels of the VW Group

Said Code of Conduct also specifies as stated below the legal consequences in case of breach of the requirements set:

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The PURCHASER considers the compliance with the requirements set forth in the Code of Conduct as essential for any business relationship. If the SELLER fails to comply with these requirements, the PURCHASER reserves the right to file the relevant legal action.

The PURCHASER may decide, at its sole discretion, whether or not to waive such consequences and if, instead, it implements alternative measures, if the SELLER convincingly ensures and shows that it has immediately undertaken countermeasures to avoid that any breach of the same kind be repeated in the future.

Likewise, the SELLER declares to know and accept that, in case of being criminally accused by the SELLER and/or its directors and/or managers and/or administrators and/or shareholders and/or partners and/or related companies and/or binding and/or controlled and/or controlling, for the crimes of Bribery and influence peddling, national or transnational and/or crimes against the economic and financial order and/or crimes of balance sheets and false reports and/or in general, any crime of a criminal nature, the PURCHASER reserves the right to terminate the service and/or the provision of contracted goods, as well as any PURCHASE ORDER that is in force, prior notification to that effect, without this generating a right for SELLER to claim indemnity or compensation for such termination.

**26. SUSTAINABILITY**

The SELLER must keep informed periodically and comply with the "VOLKSWAGEN requirements regarding sustainability in relations with commercial counterparts". These include compliance with aspects related to environmental care, workers' rights, as well as health care, etc. The aforementioned requirements are available to SELLER at <http://www.vwgroupsupply.com> in the "Sustainability" section, and they must periodically enter said site and take note of the requirements and their updating, in order to comply therewith.

In addition, as far as applicable, the SELLER must comply with all the legal and regulatory provisions, whether National, Provincial or Municipal, with the technical rules related to environmental protection, as well as with the Environmental Policies if the relevant brands and regions of the Volkswagen Group, which are available to the SELLER at <http://www.vwgroupsupply.com> in the Sustainability/Environment section. SELLER must enter such site periodically and take notice of the requirements and update thereof, so as to comply therewith. The SELLER shall refund to the PURCHASER every sum this latter must pay as a result of the SUPPLIER'S breach of the provisions related to environmental protection.

**27. EXPORT CONTROL**

The SELLER must inform PURCHASER about any restrictions on exports or export permits issued in the country of manufacture and/or in the country from which the goods are shipped. The SELLER must inform the PURCHASER regarding any obligation to obtain a permit under the United States Export and Re-export Laws (including the Regulation of the Export Administration EAR99).

The SELLER is also required to inform the PURCHASER about any obligation to obtain a permit for dual-use goods and ammunition under EU legislation of the European Union or national provisions of international commercial law. For such purposes, the SELLER must inform the PURCHASER about the corresponding article of the export list (e.g., German

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export list article, Export Control Classification Number (ECCN) for goods of the export list) for United States goods; other national classifications) and indicate, when applicable, any means of facilitating procedures.

If the goods are considered goods of the United States within the meaning of US legislation (manufacturing or storage in the USA; manufacturing using technologies or parts of the USA), the SELLER must provide the PURCHASER with information on the parts considered US goods installed in the product, which require a permit. This would include complete documentation about the minimum calculation. The measures and laws indicated above also apply accordingly to technologies, software and services related to the controlled assets. The SELLER shall provide PURCHASER all the documents required for a permit application, and will designate a person to contact in case of consultations.

These obligations will continue in force once the commercial relationship is concluded.

**28. COMMITMENT TO DELIVER SWORN STATEMENTS**


This clause shall apply only if the SELLER is located in the Republic of Argentina, in the United Mexican States and/or in the Federative Republic of Brazil. In such case, the SELLER declares to know and understand that the products commercialized by the PURCHASER are covered by and subject to:

- i) Article 5 of Joint Resolution No. 58/09 from the Secretariat of Industry and Small and Medium Sized Companies and No. 2708/09 from the National Administration of Public Revenue (AFIP).
- ii) The Agreements on Common Automotive Policy between the Republic of Argentina and the Federative Republic of Brazil, Title I, article 1 (Agreement on Economic Complementation– ACE- No. 14) and the Agreement on Economic Complementation entered into between the MERCOSUR and the United Mexican States, article 3 (ACE No. 55).
- iii) The benefits and incentives of Law 27.263 (Regime for the Development and Strengthening of the Argentine Autoparts).

As a result, and if applicable according to the nature of SELLER's duty in favor of the PURCHASER, this latter may demand the SELLER within the term it sets to that effect, to inform in the nature of a sworn statement if the parts / systems / sub-sets / sets / tooling / matrixes / molds provided comply, respectively, with:

- i) The National Auto Parts Content (CAN, for its Spanish acronym), provided for in the above-mentioned resolutions (item i), the content and scope of which we declare to know and understand;
- ii) The regional content indexes (ICR, for its Spanish acronym) set by ACE and 55, the content and scope of which we declare to know and understand;
- iii) Are deemed national in accordance with the provisions of Article 16 of Law 27.263, the content and scope of which we declare to know and understand.



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Given the essential features of these duties, the SELLER accepts that the PURCHASER withholds the payment of the equivalent to 30% of the money value of the turnover during the term of the breach in the following cases, and as authorized by article 790 and related articles of the National Civil and Commercial Code:

- a. If the SELLER fails to submit such sworn statement within the term provided by the PURCHASER to that effect, until the date of actual submission;
- b. If SELLER's submission of the sworn statement is incomplete or not in compliance with any of the requirements or contents of the resolutions, agreements and laws mentioned above, within the term set by Volkswagen to that effect, until the date of submission of the completed or corrected statement to the full satisfaction of the PURCHASER.

Failure to comply with any of the conditions stated above within 30 (thirty) after the term set by the PURCHASER to comply with the original duty shall entitle the PURCHASER to assess the impact of the breach in the SELLER's operations and to take the proper decisions regarding the termination of the contract in force. The SELLER also accepts the right of the PURCHASER to execute the value forcefully withheld of the penalty clause and to lawfully claim any damage caused by such breach, and acknowledges that in such case the provisions of article 793 of the National Civil and Commercial Code do not apply.

## **29. PERSONAL DATA PROTECTION.**

The treatment of personal data obtained or granted by the PURCHASER to the SELLER shall be in accordance with the provisions of the law on personal data protection No. 25.326 and other rules applicable to the matter, and may not be used by the SELLER for a purpose other than that set forth in the Purchase Order, unless expressly provided by the PURCHASER.

For such reason, in treating the Personal Data the SELLER must strictly comply with the security measures and duties provided for in arts. 9 and 10 on the Personal Data Protection Law, as well as Resolution No. 47/2018 of the Agency of Access to Public Information (or any resolution replacing or superseding it in the future), so as to ensure the safety and confidentiality of Personal Data forwarded to it, which may not be recorded on files, registries or banks not meeting the technical conditions of integrity and safety, to guarantee the security and confidentiality of personal data, so as to avoid their adulteration, loss, consultation or unauthorized treatment, and that allow to detect deviations of information, intentional or not, whether the risks come from human action or from the technical means used.

The SELLER shall not make use of the Personal Data sent by the PURCHASER for its processing and/or those it gathers under a Purchase Order to improve, increase or optimize its own databases or any database from a third person on which it carries out any kind of personal data treatment.

The SELLER undertakes not to withhold, copy, or otherwise reproduce, in whole and/or in part, the personal data or to incorporate them to its own database. The SELLER acknowledges that the rendering of lists, databases and/or files shall in no case imply the transfer of the ownership thereon in favor of the SELLER, and consequently cannot enter into any legal transaction in relation to them, unless expressly provided for by the PURCHASER.

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The personal data gathered, including those included within the information provided by the PURCHASER may not be used and/or treated for purposes other than the actual compliance with the obligations undertaken in the Purchaser Order, and may not be assigned or transferred to third persons, even for conservation. The Personal Data may not be used, unless expressly authorized by the PURCHASER in advance.

Personal Data shall be treated within the limits of the Republic of Argentina, without any international transfer thereof to other countries. If, for any reason, the SELLER needs to send the Personal Data abroad, it shall do so by following the provisions of the LDPD and the requirements of Decision No. 60 E-2016 –or any other rule replacing it in the future.

The SELLER shall guarantee to the owners of the personal data collected or transferred under the Purchase Order, the exercise of the rights set forth in Chapter iii of Law 25.326, as well as the personal data protection actions set forth in Chapter vii of Law 25.326. Consequently, if the PURCHASER and/or the SELLER is requested to exercise these rights, it shall notify such request from the data owner to the other party for this latter to act consequently.


The SELLER acknowledges that both the Personal Data above-mentioned and all the information forward by the PURCHASER is confidential pursuant to the definition of law 24.766, and undertakes to make known, as the case may be, to its employees and/or hired third-persons, the confidential nature of the information.

The SELLER undertakes, by itself and by its staff and/or hired third-persons, to keep full and absolute reserve, to treat fully confidential and not to disclose or assign the personal data to third persons, except with the express and written authorization from the PURCHASER, either during the term or after the expiration of the term of the Purchase Order, except when such information becomes publicly known or is requested by court or by any competent authority, or if there are justified reasons related to public security, national defense or public security, after notifying PURCHASER.

The SELLER shall be liable in case of breach of its duties hereunder, and shall hold VWA harmless from any claim, procedure, summons or proceeding from personal data owners as well as from the controlling authority. In addition, it undertakes to refund for any claim, damage, loss, expense or cost (including attorneys' fees) who are forced to pay due to a reason attributable to the ENTITY. Said refund shall be made within 48 (forty-eight) hours from being served with notice to that effect.

The SELLER undertakes to ensure that the terms and conditions of this clause are expressly complied by all of its employees, and shall be liable to the PURCHASER in case of non-compliance therewith.

The SELLER shall allow the PURCHASER to conduct the audits and inspection this latter deems necessary to control the compliance with its duties in accordance herewith. The SELLER shall tolerate and cooperate therein. To conduct such audits, the PURCHASER must notify the SELLER within 10 (ten) business days in advance. Notwithstanding the above, the SELLER must provide, upon simple request from the PURCHASER, any documentation required by this latter to prove the compliance with the duties undertaken under the Purchase Order.

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Notwithstanding the above, the SELLER shall immediately inform the PURCHASER about any violation, breach or event that may lead thereto, regarding the requirements and duties described herein, and which may lead to a violation of the Personal Data's security. Moreover, the SELLER shall take all measures necessary to hold back the breach. If the above-mentioned violation was due to reasons attributable to the SELLER (or its employees, dependents or third-persons for whom it shall be held liable), the PURCHASER reserves the right to take the legal action to which it is entitled under the law.

Upon termination of the Purchase Order, for any reason, the SELLER shall transfer the Personal Data it holds to the PURCHASER and shall destroy any copy it keeps thereof within 7 (seven) days, delivering to the PURCHASER a copy of the corresponding deed of destruction, unless there is express authorization from the PURCHASER when reasonably assumed of the possibility of further orders, in which case it may be stored with the proper safety conditions for a term of up to 2 (two) years.

The SELLER declares to know and accept that, by providing its personal data to the PURCHASER, by any means, to be registered as "Provider" in its systems, it is entering Volkswagen Argentina S.A.' Supplier Database, domiciled at Av. de las Industrias No. 3101, (B1610BKK) General Pacheco, Buenos Aires.

In this sense, the data provided by the SELLER must be mandatorily consigned for the purpose of developing the commercial relationship with the PURCHASER. The data must be accurate and reliable, and shall be exclusively treated by the PURCHASER for the purpose of the management of suppliers, the SELLER being able to exercise the rights of access, rectification and suppression.

### **30. NO PREFERENCE**

Unless expressly agreed otherwise, it is acknowledged that there is no Pact of Preference in favor of the SELLER, for which reason the provisions of article 1182 and related articles of the National Civil and Commercial Code do not apply to the contractual relationship derived from hiring and/or of the Purchase Order.

### **31. DOMICILES**

To all effects of these Purchase Orders General Conditions, the SELLER fixes domicile at the address it has registered in Volkswagen Argentina S.A., and this latter at Avenida de las Industrias 3101, General Pacheco, Province of Buenos Aires, where all legal notices shall be deemed validly served.