

**VOLKSWAGEN GROUP IRELAND LIMITED
TERMS AND CONDITIONS**

1. INTERPRETATION

In these Terms and Conditions, the following expressions will have the following meanings unless inconsistent with the context:

- 1.1 **"Applicable Laws"** means the laws of Ireland and the European Union and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the supply of Goods and/or provision of the Services from time to time;
- 1.2 **"Contract"** means any contract between VGIE and the Provider for the sale and purchase of the Goods and/or supply of the Services setting out the specific Services and/or Goods and other requirements, prices, fees, deliverables and any agreed changes and/or additions to these Terms and Conditions;
- 1.3 **"Data Protection Legislation"** means the (i) Data Protection Acts 1988 and 2003 in Ireland (as amended or replaced) ("**DPA**"); (ii) to the extent applicable the data protection and information privacy laws of another jurisdiction (iii) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); (iv) any subsequent re-enactment, replacement or amendment of such laws; and (v) any guidance issued by the Irish Data Protection Commissioner. "**Personal Data**", "**Data Processor**", "**Data Controller**"; "**Process(ing)**" and "**Data Subject**" shall have the meanings ascribed to them under the GDPR;
- 1.4 **"Dispute"** means any dispute, disagreement or claim arising out of or in connection with these Terms and Conditions, its subject matter or formation (including non-contractual disputes and claims);
- 1.5 **"Force Majeure Event"** means any cause affecting the performance by a Party of its obligations under these Terms and Conditions arising from acts, events, omissions or non-events beyond its reasonable control, including (but not limited to) unforeseeable acts of God, riots, war, acts of terrorism, epidemics and pandemics, severe fire, severe flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Provider, the Provider's personnel or any other failure in the Provider's supply chain;
- 1.6 **"Goods"** means any goods which the Provider supplies to VGIE (including any of them or any part of them) under a Contract;
- 1.7 **"Losses"** means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, expense (including legal and other professional services expenses on a full indemnity basis) or proceedings awarded against, suffered, incurred or paid by VGIE;
- 1.8 **"Order"** means a request by VGIE to the Provider for the Goods or the Services setting out the terms which will become part of the Contract on these Terms and Conditions;
- 1.9 **"Party"** means any party to these Terms and Conditions and "**Parties**" shall be construed accordingly;
- 1.10 **"Provider"** means the person(s), firm or company from whom VGIE orders the Goods or the Services;

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- 1.11 **"Services"** means any services which VGIE receives from the Provider (including any part of them) under a Contract;
- 1.12 **"Terms and Conditions"** means these terms and conditions together with any special terms agreed between the Parties in relation to a Contract;
- 1.13 **"VGIE"** means Volkswagen Group Ireland Limited; and
- 1.14 **"VGIE Group"** means VGIE and its affiliate companies within the meaning of the Companies Act 2014.

2. FORMATION

- 2.1 Subject to any variation under **Condition 11.6**, the Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Provider purports to apply under any acknowledgement or confirmation of an Order, quotation, specification, delivery note, invoice or similar document.
- 2.2 Where an Order is placed, the Contract is formed when the Provider receives the Order or commences the delivery of the Goods or performance of the Services (whichever is earlier).
- 2.3 The Provider may not cancel the Contract. VGIE is entitled to cancel the Contract in whole or in part at any time prior to delivery of the Goods or performance of the Services in which event VGIE's sole liability will be to pay to the Provider the fair and reasonable costs of the work-in-progress at the time of cancellation, but such payment will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.4 The Parties may replace the Contract at any time by signing a separate agreement in respect of the Goods or the Services which are the subject matter of the Contract.
- 2.5 Nothing in these Terms and Conditions shall prevent VGIE from obtaining the same or similar Services to those which the Provider may provide from any third party or providing such Services itself.
- 2.6 The Provider shall give written notice to VGIE as soon as it becomes aware that: (i) there may be a change of control of the Provider; and/or a competitor of VGIE acquires or may acquire (i) any interest in; or (iii) the business of; and/or (iii) any assets of the Provider, and shall provide all relevant information, including the identity of the acquiring entity as soon as it is able to do so having regard to any statutory, regulatory or contractual obligations of confidentiality.

3. SPECIFICATION

- 3.1 The quantity, quality and description of the Goods or the Services will be as specified in the Order or applicable specification document that is approved by VGIE.
- 3.2 Precise conformity of the Goods and the Services within the Contract is of the essence and VGIE will be entitled to reject the Goods or the Services and/or terminate the Contract under **Condition 9.1** if the Goods or the Services are not in conformance to specification. Any breach of this **Condition 3.2** is deemed a material breach which is not capable of remedy under **Condition 9.1**.

3.3 VGIE may at any time make changes in writing relating to an Order. If such changes result in an increase in cost of, or time required for, the performance of the Contract an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by VGIE in writing before the Provider proceeds with such changes.

3.4 The Provider will comply with all applicable standards, regulations and/or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods or the provision of the Services.

4. **INFORMATION SYSTEMS AND DATA PROTECTION**

4.1 Data Controller: VGIE is a Data Controller in respect of the Personal Data.

4.2 Data Processor: Without prejudice to Article 28.10 of the GDPR, the Provider acts as a Data Processor in respect of the Personal Data it Processes on behalf of VGIE or a member of VGIE's Group.

4.3 Instructions: The Provider shall only, and shall procure that its personnel only, Process the Personal Data to the extent necessary to perform its obligations in accordance with the Contract and any other written instructions of VGIE unless required to do so by Applicable Laws and in such a case, the Data Processor shall inform VGIE of that legal requirement before Processing, unless the Applicable Laws prohibits such information on important grounds of public interest.

4.4 Disclosure to Third Parties: The Provider shall not disclose VGIE data to any third party without the prior written approval of VGIE.

4.5 Data Transfers: The Provider will not transfer any of the Personal Data or other information relating to customers of VGIE to a country outside of the European Economic Area except with the prior written consent of VGIE and in accordance with any terms VGIE may impose on such transfer.

4.6 Data Subject Rights: The Provider agrees to assist VGIE, including taking appropriate technical and organisational measures which takes into account the nature of the processing, to respond to requests by Data Subjects, exercising their rights under Data Protection Legislation, within such reasonable timescale as may be specified by VGIE.

4.7 Assistance: The Provider shall assist VGIE within such reasonable timescale that allow VGIE to comply with its obligations pursuant to:

- (a) Article 32 of the GDPR (Security);
- (b) Articles 33 and 34 of the GDPR (Data Breach Notification);
- (c) Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
- (d) Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Agreement).

4.8 Breach Notification: The Provider will notify VGIE within twenty-four (24) hours of the Provider becoming aware of a data security breach, and shall include in such notification, at least the applicable information referred to in Article 33 (3) of the GDPR. The Provider shall not

communicate with any Data Subject in respect of a data security breach without the prior written consent of VGIE.

- 4.9 In the event that any of the VGIE data is corrupted or lost or sufficiently degraded as a result of the Provider's or any of the Provider's personnel's negligence or default so as to be unusable then, VGIE shall have the option to:
- (a) require the Provider at its own expense to use best endeavours to restore or procure the restoration of VGIE data and the Provider shall use best endeavours to do so as soon as possible; or
 - (b) itself restore or procure the restoration of VGIE data and require the Provider to reimburse VGIE for any costs incurred in so doing.
- 4.10 Confidentiality: The Provider will ensure that its personnel who Process Personal Data or any VGIE data under the Contract are subject to obligations of confidentiality in relation to such Personal Data.
- 4.11 Security: The Provider shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including as appropriate:
- (a) the pseudonymisation and encryption of Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Provider's systems used for such Processing, the Personal Data and the Services;
 - (c) the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 4.12 The Provider shall notify VGIE of any material changes to the technical and organisational measures used by the Provider throughout the contract term.
- 4.13 Sub-Processing: The Provider agrees that it shall not engage any third party to Process VGIE's data without the prior written consent of VGIE. The Provider shall inform VGIE of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of VGIE.
- 4.14 If the Provider engages any third party to Process any of VGIE's data, the Provider shall impose on such third party, by means of a written contract, the same data protection obligations as set out in these Terms and Conditions and shall ensure that if any third party engaged by the Provider in turn engages another person to Process any Personal Data, the third party is required to comply with all of the obligations in respect of Processing of Personal Data that are imposed under these Terms and Conditions.
- 4.15 The Provider shall remain fully liable to VGIE for all Losses for Processing by any third party as if the Processing was being conducted by the Provider.

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- 4.16 Demonstrating Compliance: The Provider shall make available to VGIE all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections to be conducted by VGIE.
- 4.17 Infringement: The Provider will immediately inform VGIE if, in its opinion, an instruction given or request made pursuant to these Terms and Conditions infringes Data Protection Legislation.
- 4.18 Termination/Expiry: On termination or expiry of the Contract (or at any other time on request by VGIE), the Provider shall return or permanently erase all copies of Personal Data received and/or Processed by the Provider unless the Applicable Laws requires retention of the Personal Data.
- 4.19 The provisions of this **Condition 4** shall survive the term of the Contract until the Provider has returned or destroyed all Personal Data.
- 4.20 The Provider shall notify VGIE immediately if it suspects or becomes aware of any actual, threatened or potential breach of security of VGIE data.
- 4.21 The Provider shall:
- (a) on VGIE's request at any time (at no cost to VGIE) give VGIE a copy of all or part of the VGIE data then in the Provider's possession, custody or control, which is in electronic form, in such format as VGIE may require;
 - (b) ensure that if any VGIE data is disposed of, such disposal takes place in a secure manner such that the VGIE data is not recoverable;
 - (c) preserve so far as possible the security of VGIE data and prevent any loss, disclosure, theft, manipulation or interception of VGIE data; and
 - (d) ensure that its anti-malware controls are deployed and maintained in accordance with good industry practice and the Provider's IT policies, check for and delete any malicious materials from its systems and not intentionally or negligently transfer any malicious materials onto any VGIE systems or onto any media containing VGIE data.
- 4.22 The Provider shall at all times:
- (a) comply with ISO 27001 and have regard to ISO 27002 and ISO 31000 and/or shall otherwise;
 - (b) comply with good industry practice relating to data protection, risk management and implement and maintain back-up systems and the Business Continuity Plan; and
 - (c) ensure that its IT systems are fit for the purpose of securing VGIE data in accordance with good industry practice and these Terms and Conditions and are regularly maintained and, if necessary, upgraded to ensure this.
- 4.23 Where the Provider, as part of the Services provides VGIE with access to any IT system or stores any VGIE data on its own systems or any systems of any affiliate or contractor, the Provider shall, at its own cost, undertake annual application and/or infrastructure level penetration testing and provide VGIE with details of the results of such tests. Such tests shall be carried out by VGIE (where the Provider shall reimburse VGIE for all its reasonable costs incurred) or by an

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independent third party provider of penetration services approved in writing by VGIE (costs to be borne directly by the Provider). Remedial actions identified by penetration testing shall be undertaken by the Provider at the Provider's cost.

- 4.24 The Provider shall (at no cost to VGIE) restore or recreate (in a timely manner) all VGIE data which is lost, deleted or corrupted by the Provider or any of the Provider personnel in breach of this **Condition 4**.
- 4.25 The Provider shall allow VGIE and any auditors or other advisors, at the Provider's cost, access to any of the Provider's premises, personnel, IT systems and relevant records as may be reasonably required by VGIE upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Provider's compliance with this **Condition 4** (subject to a maximum of one (1) request per year). The audit shall be carried out at the Provider's costs and the Provider shall reimburse VGIE for all its reasonable costs incurred in the course of the audit. Remedial action identified by the audit shall be undertaken by the Provider at the Provider's cost. The Provider shall, on demand, provide VGIE (and its auditors and other advisors) with all reasonable co-operation, access and assistance in relation to each audit.
- 4.26 The Provider shall indemnify VGIE against all Losses arising out of or in connection with any breach by the Provider of this **Condition 4**.

5. PRICE AND PAYMENT

- 5.1 The price payable for the Goods or the Services will be stated in the Order and/or the Contract and unless otherwise stated, will be inclusive of any costs of packaging and carriage and exclusive of VAT and any other applicable sales tax or duty (which will be added to the sum in question). The price will be fixed for the duration of the Contract.
- 5.2 The Provider shall invoice VGIE for the Goods or the Services on or at any time after delivery or performance. Each invoice must be a proper VAT invoice and quote the correct VGIE purchase order number for the Goods or the Services, and shall comply with any requirements to provide any supporting documentation (e.g. time sheets and third party invoices) ("**Valid Invoice**"). Subject to **Condition 5.3**, VGIE will make payment within sixty (60) days of the end of the month in which a Valid Invoice is dated or received, whichever is the later.
- 5.3 Payment is subject to receipt by VGIE of a Valid Invoice. Unless otherwise agreed in writing by the Parties, the Provider shall send all invoices directly to the Accounts Payable Department of VGIE, otherwise payment will be delayed and **Condition 5.8** shall not apply. All invoices must be supported by evidence of the fees and charges incurred, including copies of any third party invoices and time sheets where relevant.
- 5.4 If VGIE receives an invalid invoice it shall be entitled to return such invoice and the time for payment of such invoice shall only commence on receipt of a corrected and Valid Invoice. If any invoice is not sent to VGIE within two (2) months of delivery of the Goods or performance of the Services, VGIE shall be entitled to delay payment beyond the period stated in **Condition 5.2** for the time taken to verify such invoice.
- 5.5 Payment of any fees, charges, costs and expenses shall not be made in advance unless expressly identified as a pre-payment in an Order or otherwise agreed in advance and in writing by VGIE.

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- 5.6 Where the Provider has been authorised in writing to recharge VGIE for any third party fees or costs incurred in respect of the provision of the Services, those third party fees or costs shall be charged at cost without mark up.
- 5.7 The Provider is not entitled to suspend delivery of the Goods or performance of the Services as a result of any sums being outstanding.
- 5.8 VGIE may set off sums due from the Provider to VGIE under the Contract against sums due from VGIE to the Provider under the Contract. The Provider may not set off sums due from VGIE to the Provider under the Contract against sums due from the Provider to VGIE under the Contract.
- 5.9 If VGIE disputes an invoice it shall notify the Provider of the issue giving rise to the Dispute and the Parties shall seek to resolve the Dispute in good faith. Until such time as the Dispute is resolved: (a) VGIE shall be entitled to withhold payment of such invoice; or (b) the Provider may credit the invoice and re-issue an invoice for the undisputed amount.

6. **INSTALMENTS**

The Provider may not deliver the Goods by separate instalments or perform the Services in stages unless specifically agreed in writing by VGIE. If VGIE does agree, the Contract will be construed as a separate contract in respect of each instalment/stage.

7. **DELIVERY**

- 7.1 The Goods will be delivered to, and the Services will be performed at the address stated in the Order (or as otherwise agreed between the Parties) on the date or within the period specified in the Order or agreed between the Parties, or if no such period is specified or agreed then within twenty-eight (28) days of the date of the Order.
- 7.2 Time for delivery or performance will be of the essence.
- 7.3 VGIE will not be deemed to have accepted the Goods until it has had fourteen (14) days to inspect them following delivery. VGIE will also have the right to reject the Goods as though they had not been accepted for fourteen (14) days after any latent defect in the Goods has become apparent.
- 7.4 Risk in and ownership of the Goods will pass to VGIE on delivery.

8. **REMEDIES AND INDEMNITY**

- 8.1 Without prejudice to any other right or remedy which VGIE may have (including, without limitation, pursuant to **Conditions 3.1** and **9.1**), if any Goods are not supplied, or any Services not performed, in accordance with the Contract or the Provider fails to comply with any of the terms of the Contract, VGIE will be entitled (but not obliged) to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or the Services have been accepted by VGIE:
- (a) to rescind the Contract;

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- (b) to reject the Goods (in whole or part) and return them to the Provider at the risk and cost of the Provider on the basis of a full refund for the Goods so returned being paid forthwith by the Provider;
- (c) at VGIE's option to give the Provider the opportunity at the Provider's expense either to remedy any defect in the Goods or performance of the Services or to supply replacement Goods and/or carry out any other necessary rectification work for the Services to ensure that the Contract is fulfilled;
- (d) to refuse to accept any further deliveries of the Goods or further performance of the Services but without any Losses to VGIE;
- (e) to carry out at the Provider's expense any works necessary to make the Goods or the Services comply with the Contract; and
- (f) to claim such damages (whether resulting from direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profit)) as may have been sustained in consequence of the Provider's breach of the Contract.

8.2 The Provider will indemnify, keep indemnified and hold harmless VGIE from and against all Losses in performance by the Provider of the terms of the Contract.

9. TERMINATION

9.1 VGIE may by written notice terminate the Contract immediately if the Provider is in material breach of the Contract.

9.2 VGIE may by written notice terminate the Contract immediately if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Provider or if the Provider makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Provider) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Provider or if the Provider ceases or threatens to cease to carry on business.

9.3 Failure to deliver the Goods or perform the Services on the due date in accordance with **Condition 7.1** is a material breach of the Contract.

9.4 The termination of the Contract, howsoever arising, is without prejudice to the rights, duties and liabilities of the Parties accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

9.5 Unless otherwise set out in an or the Contract, VGIE may terminate the Contract by giving one (1) months' prior written notice to the Provider.

10. PROPERTY

10.1 Any data, materials, equipment, tools, dies and moulds (and other similar items) supplied by VGIE to the Provider will at all times be and remain the exclusive property of VGIE.

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- 10.2 Neither Party shall use the trade names, trade mark and other registered or unregistered designs, names or logos of the other without the other party's prior consent.
- 10.3 Where the provision of the Services relates to the development of training courses by the Provider, all intellectual property rights in such training courses shall belong to VGIE absolutely.
- 10.4 All patents, trademarks, service marks, registered designs, utility models, unregistered design rights, copyright (including copyright in drawings, plans, specifications, designs and computer software), database rights, rights in inventions, business or trade names (including internet domain names and e-mail address names), rights in confidential information and trade secrets and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for registration and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights whatsoever arising during the course of the Contract including without limitation anything developed jointly by the parties or by the Provider during the course of or for the purposes of providing the Services or developing the Goods ("**Service IPR**") shall belong to and upon their creation vest solely and absolutely in VGIE.
- 10.5 To give effect to **Condition 10.4**, the Provider, with effect from the date of the Contract, assigns to VGIE, with full title guarantee and free from all encumbrances, all of the right, title and interest in all the present and (to the extent that future rights are capable of assignment) future Service IPR together with all the rights, powers and benefits arising or accrued from them. To the extent that future Service IPR are not capable of assignment with effect from the date of the Contract, the Provider shall as and when such Service IPR comes into existence:
- (a) hold such Service IPR on trust for VGIE; and
 - (b) assign to VGIE, with full title guarantee and free from all encumbrances all of the right, title and interest in such Service IPR together with all the rights, powers and benefits arising or accrued from them.
- 10.6 The Provider shall at the discretion and request of VGIE execute any further documents, forms and authorisations anywhere in the world and perform any such acts or things as VGIE may require to enable VGIE to secure full legal title to the Service IPR and otherwise to secure the benefits of the rights assigned in this **Conditions 10.4, 10.5** and this **Condition 10.6** and to obtain registered protection in respect of the Service IPR.
11. **GENERAL**
- 11.1 Time for performance of all obligations of the Provider is of the essence.
- 11.2 Each right or remedy of VGIE under any Contract is without prejudice to any other right or remedy of VGIE under this or any other Contract.
- 11.3 Any provision of these conditions which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining conditions.
- 11.4 No failure or delay by VGIE to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

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- 11.5 The Contract is personal to the Provider who may not assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Contract without VGIE's prior written consent.
- 11.6 These Terms and Conditions may only be varied or amended in writing and signed by an authorised signatory of VGIE.
- 11.7 The Parties do not intend that any of its terms will be enforceable by any person not a party to it.
- 11.8 Any notice in connection with the Contract will be in writing addressed to the other Party at its registered office or principal place of business and will be delivered by hand or first-class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand when left at the proper address for service, or if by pre-paid, first-class post or special delivery post, forty-eight (48) hours after being posted.
- 11.9 The Provider shall maintain a full and proper audit trail of all documents and records relating to the supply of the Goods and the provision of the Services and shall provide such access as is reasonably requested by VGIE to enable VGIE and/or its authorised representatives to audit the same. In circumstances where the audit evidences non-compliance with these Terms and Conditions and/or any overcharge, the Provider will be liable for the costs of such audit.
- 11.10 Unless otherwise agreed in writing with VGIE, the Provider shall effect and maintain in force with reputable insurers throughout the Term of the Agreement (and for six (6) years following the termination of the expiry of this Agreement in relation to professional indemnity insurance) at least the following insurance policies to cover its relevant potential liabilities and obligations under and in connection with this Agreement:
- (a) public liability insurance with a limit of at least five million euro (€5,000,000) per annum per event or series of related events; and
 - (b) professional indemnity insurance with a limit of at least five million euro (€5,000,000) per annum per event or series of related events.
- 11.11 The Provider undertakes to keep confidential and not to disclose to any third party any information of a confidential nature supplied by VGIE under a Contract (including but not limited to any specifications, product planning, prices and volume forecasts) without the prior written approval of VGIE, except as may be required by law.
- 11.12 The Provider shall supply the Goods provide the Services in accordance with all Applicable Laws.

12. CORRUPTION AND ANTI-BRIBERY

- 12.1 Neither Party will, and nor will any of its officers, employees or representatives ("**Associated Parties**") shall, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which:
- (a) would violate anti-corruption or bribery legislation in Ireland or European Union;
 - (b) a reasonable person would otherwise consider to be unethical, illegal or improper,

(in this **Condition 12**, a “**Corrupt Act**”).

12.2 Each Party represents, warrants and undertakes that it and its Associated Parties have not engaged in any Corrupt Act prior to the date of this Agreement.

13. **MODERN SLAVERY**

13.1 The Provider agrees with VGIE that it shall, and that it shall procure that its subcontractors and the Provider personnel and any other person who performs services and/or supplies goods within the Provider's supply chain for the Provider in relation to the Contract shall:

- (a) comply with all Applicable Laws relating to slavery and human trafficking ("**Anti-Slavery Requirements**");
- (b) not take or knowingly permit any action to be taken that would or might cause or lead VGIE to be in violation of any Anti-Slavery Requirements; and
- (c) at VGIE's request, provide VGIE with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements.

13.2 The Provider represents, warrants and undertakes to VGIE that neither it nor any other person in its supply chain (including those described in **Condition 13.1**) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain.

13.3 The Provider agrees that in addition to VGIE's termination rights set out elsewhere in these Terms and Conditions, VGIE may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of this **Condition 13** by the Provider in which case the Provider shall not be entitled to any compensation or to any further payments or remuneration.

13.4 VGIE shall not be required to make any payment to the Provider that might otherwise be due from VGIE in respect of the Contract if the Provider has breached this **Condition 13**.

13.5 The Provider shall indemnify and hold harmless and keep VGIE indemnified on demand and in full from and against any and all Losses suffered or incurred by VGIE or for which VGIE may become liable arising out of or in connection with any breach of this **Condition 13**, whether or not the Contract has been terminated.

14. **SUSTAINABILITY**

14.1 The Provider shall comply with the Volkswagen Group requirements regarding sustainability in its relationships with business partners (Code of Conduct for Business Partners), which can be found at: <http://www.vwgroupsupply.com>

14.2 The Provider shall indemnify and hold harmless and keep VGIE indemnified on demand and in full from and against any and all Losses suffered or incurred by VGIE or for which VGIE may become liable arising out of or in connection with any breach of this **Condition 14** whether or not this Agreement has been terminated.

15. **MISCELLANEOUS**

- 15.1 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by Irish law. The Irish Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The Parties agree to submit to that jurisdiction.
- 15.2 Subject to the remaining provisions of this **Condition 15.2**, neither Party to these Terms and Conditions shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is due to a Force Majeure Event which by its nature could not have been foreseen by such a Party or if it could have been foreseen was unavoidable.
- 15.3 Upon the occurrence of a Force Majeure Event, such Party shall immediately notify the other Party and use its best endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under these Terms and Conditions.
- 15.4 For the avoidance of doubt, where a Force Majeure Event prevents the Provider from providing, or VGIE from receiving, any of the Services, the fees (see **Condition 5**) relevant to such Services shall be reduced accordingly.