VOLKSWAGEN

GROUP SERVICES

General Terms and Conditions of Purchase of VOLKSWAGEN GROUP SERVICES, s.r.o. (hereinafter referred to as "VOLKSWAGEN GROUP SERVICES, s.r.o.)

(as of 1.12.2023)

1. Governing Law

1.1. Unless otherwise agreed in individual cases, the contracts concluded under the terms and conditions below, their formation, effectiveness, interpretation and performance, as well as all other legal relationships existing between the parties, shall be governed by the laws in force in the territory of the Slovak Republic, excluding conflict of law rules referring to the law applicable in other countries. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

2. Competent court and language of the contract

2.1. The general courts of the Slovak Republic shall have jurisdiction for all legal disputes arising out of or in connection with the said contracts, including the question of their formation, termination and continuation of their validity.

2.2. If these General Terms and Conditions of Purchase are drawn up in a foreign language, their Slovak version shall prevail.

3. Validity of the Terms and Conditions

3.1. Unless otherwise agreed, the terms and conditions of the current contract in force at the time of conclusion of the contract as well as the requirements of the Volkswagen Group (VW AG) for the sustainability of relations with contractual partners (Code of Conduct for Business Partners) will be part of the contract. If the terms and conditions of the Volkswagen Group (VW AG) for the sustainability of the relationship with contractors (Code of Conduct for Business Partners) are not attached to the tender or the award of the contract, they can be obtained at: https://www.volkswagen-groupservices.sk/zasady-spravania

3.2. All of the above terms and conditions apply only to contracts concluded between the entrepreneur pursuant to Section 2 (2) of the Slovak Commercial Code and VOLKSWAGEN GROUP SERVICES, s.r.o. and to other legal relationships between the entrepreneur and VOLKSWAGEN GROUP SERVICES, s.r.o.

3.3. If the General Terms and Conditions of Purchase, as well as other contractual conditions depending on the type of contract, apply to a contract concluded with the above-mentioned entrepreneur, these terms and conditions also apply to other contracts of the same type that will be concluded with the said entrepreneur in the future.

3.4. Any terms and conditions of the contractual partner shall not be part of the contractual relationship with VOLKSWAGEN GROUP SERVICES, s.r.o., even if no express objection was raised to their use at the conclusion of the contract. The opposite only applies if VOLKSWAGEN GROUP SERVICES, s.r.o. has given its express written consent to the use of the contractual partner's terms and conditions.

3.5. Conflicting terms and conditions do not affect the formation of the contract if the parties have agreed on all material points. In this case, the mutually identical provisions of the Terms and Conditions apply to the interpretation and the statutory provisions to the rest.

4. Offers

4.1. Offers intended for VOLKSWAGEN GROUP SERVICES, s.r.o. must be submitted in writing and free of charge in accordance with Section 40 of the Slovak Civil Code. They must be prepared in Slovak, English or German.

4.2. Forms sent to VOLKSWAGEN GROUP SERVICES must be used for the submission of tenders, unless otherwise agreed, s.r.o., which must contain all the data required by VOLKSWAGEN GROUP SERVICES, s.r.o.

4.3. If the bid is submitted on the basis of an inquiry / announced tender by VOLKSWAGEN GROUP SERVICES, s.r.o., the bidder must not deviate from the assignment of VOLKSWAGEN GROUP SERVICES, s.r.o. If it nevertheless deviates from it, VOLKSWAGEN GROUP SERVICES, s.r.o. must expressly warn VOLKSWAGEN GROUP SERVICES, s.r.o. of the deviations. The tenderer shall be entitled to submit alternative tenders and specific proposals.

4.4. Tenders must be submitted in their entirety and must contain all the required performances.

4.5. All prices must be quoted in the local currency of the Tenderer (if this currency is not Euro, the prices must also be quoted in EUR and, where applicable, including specially adjusted currency security). Unless otherwise stated, these are fixed prices. If it is not clear from the above prices whether the prices also include value added tax, these prices are considered to be gross prices (including VAT).

4.6. In principle, offers must be sent to the Finance Department or another location of VOLKSWAGEN GROUP SERVICES, s.r.o.. specified in the documents of VOLKSWAGEN GROUP SERVICES, s.r.o.

4.7. In the event of an inquiry / announced tender of VOLKSWAGEN GROUP SERVICES, s.r.o. within the period specified therein, otherwise during the period specified by the Bidder, the Bidder is bound by its bid. If the contracting parties do not explicitly state the commitment period, this is 4 weeks from the delivery of the offer to VOLKSWAGEN GROUP SERVICES, s.r.o.

4.8. If the applicant deviates from the above specifications, VOLKSWAGEN GROUP SERVICES, s.r.o. reserves the right not to consider his offer.

5. Delivery and delivery times, delays

5.1. The agreed delivery and delivery times are binding. Any changes to delivery and/or delivery times must be agreed in writing, otherwise they are invalid.

5.2. In the event of exceeding the delivery and/or performance deadlines, the Supplier is obliged to pay a contractual penalty in the amount of 0.08% of the agreed net remuneration (excluding VAT) of the relevant contractual performance for each working day of exceeding the relevant deadline, but not more than 5% of the agreed net remuneration. This does not apply if other contractual penalties are agreed in the contract for non-compliance with delivery and/or delivery deadlines.

5.3. In the event of delay by the supplier, VOLKSWAGEN GROUP SERVICES, s.r.o. shall retain other statutory rights and claims in addition to the claim for the contractual penalty under the previous paragraph. The payment of the contractual penalty is therefore without prejudice to the right to compensation.

5.4. In the event of a delay in payment by the fault of VOLKSWAGEN GROUP SERVICES, s.r.o., the supplier is and is entitled to demand statutory default interest from VOLKSWAGEN GROUP SERVICES, s.r.o., while the total amount of interest is not more than 5% of the agreed net remuneration for the relevant contractual performance

5.5. If, according to the law, the Supplier may withhold performance as a result of the delay of VOLKSWAGEN GROUP SERVICES, s.r.o. with payment, it has this right only if VOLKSWAGEN GROUP SERVICES, s.r.o. is in default with the payment of an amount substantial in relation to the total anticipated net remuneration for the duration of the respective contract and if VOLKSWAGEN GROUP SERVICES, s.r.o. has not paid the given amount despite a written notice of the exercise of the right to withhold contractual performance, a subsequent written reminder and a written set of an appropriate additional payment period of at least 4 weeks

6. Conclusion of the contract

6.1. In principle, the contract with VOLKSWAGEN GROUP SERVICES, s.r.o. is concluded in writing. Changes to the contract can only be agreed in writing. This also applies to the requirement of the written form itself

7. Invoicing

7.1. Paper invoices shall be sent in one copy by post to the following address:

VOLKSWAGEN GROUP SERVICES, s.r.o.
Financial Department J.
Jonáša 1, 843 02 Bratislava

and for faster processing of the invoice, a copy of it can be sent at the same time to the e-mail address financne@volkswagen-groupservices.com

Electronic invoices are sent in the format ".pdf" to the following e-mail address:
financne@volkswagen-groupservices.com

7.2. Invoices must be delivered to VOLKSWAGEN GROUP SERVICES, s.r.o. with the order number or reference to the concluded contract, VAT number and must be reviewable. Invoices must be accompanied by all the necessary documents for billing. Invoices must be issued in accordance with Slovak VAT regulations. Subject to the relevant agreements, VOLKSWAGEN GROUP SERVICES, s.r.o. will in the future only accept invoices sent in electronic form after informing the supplier in writing, and will also send accounting documents and payment notices to the invoicing entity in electronic form.

7.3. Unless otherwise agreed in writing, the payment will be made within 30 days of the delivery of the goods or provision of the service and the delivery of the invoice

7.4. Unless otherwise agreed, the prices quoted include the costs of transport, shipping, packaging and insurance.

8. No assignment

8.1. The assignment of a claim with any content or the set-off of a claim with any content that the bidder/contracting party has against VOLKSWAGEN GROUP SERVICES, s.r.o. is subject to the written consent of VOLKSWAGEN GROUP SERVICES, s.r.o. Assignments made without the necessary consent of VOLKSWAGEN GROUP SERVICES, s.r.o. are invalid.

9. Retention and set-off

9.1. The restriction of the rights of VOLKSWAGEN GROUP SERVICES, s.r.o. to assert a right of retention against the claims of the Contracting Partner or to set off claims against the Contracting Partner is invalid.

10. Infringement of the competition rules

10.1. The Contractual Partner of VOLKSWAGEN GROUP SERVICES, s.r.o. is obliged to ensure that its employees acting towards VOLKSWAGEN GROUP SERVICES, s.r.o. they have not committed criminal offences in connection with competition within the meaning of the Slovak Criminal Code or any other offences in the field of competition law pursuant to Section 41 et seq. of the Slovak Commercial Code.

11. Rights to results/works, confidentiality, duty of confidentiality and advertising

11.1. VOLKSWAGEN GROUP SERVICES, s.r.o. reserves ownership and copyright to images, drawings, calculations and other materials as well as models and designs.

11.2. These may not be disclosed to third parties without the express consent of VOLKSWAGEN GROUP SERVICES, s.r.o. They must be used exclusively for the performance of the concluded contract and must be returned to VOLKSWAGEN without notice upon termination of the contract GROUP SERVICES, s.r.o.

11.3. For all results/works protected by copyright and other subject matter of intellectual property that are the subject of contractual performance (standard software – also as part of downloads, individual software, software created as part of customizing, documentation, concepts, graphic representations, etc.), VOLKSWAGEN GROUP SERVICES, s.r.o. acquires exclusive, transferable and time, content and space unlimited rights of use (licenses), for which sublicenses can be granted.

11.4. A license is granted to VOLKSWAGEN GROUP SERVICES, s.r.o. for any use of the results/works that are necessary to cover the needs of VOLKSWAGEN GROUP SERVICES, s.r.o. arising from the contract or from contractual relationships, including the modification, modification of the results/works or their incorporation into other works and/or their connection with other works. The Provider is also obliged to hand over to VOLKSWAGEN

GROUP SERVICES, s.r.o. the source codes, which VOLKSWAGEN GROUP SERVICES, s.r.o. is entitled to modify, change, combine with another work or include in a collective work, to process, including translation.

11.5. Corporate Names and Trademarks of VOLKSWAGEN GROUP SERVICES, s.r.o. must be indicated on goods ordered by VOLKSWAGEN GROUP SERVICES, s.r.o., if this is prescribed by the drawing of VOLKSWAGEN GROUP SERVICES, s.r.o. or if VOLKSWAGEN GROUP SERVICES, s.r.o. has issued such an instruction. Goods marked in this way can be delivered exclusively to VOLKSWAGEN GROUP SERVICES, s.r.o. Justifiably rejected goods that have been marked with company marks, trademarks of VOLKSWAGEN GROUP SERVICES, s.r.o., must be modified so that they cannot be used, unless it is demonstrably ensured in another way that the rejected goods can be identified as goods delivered to VOLKSWAGEN

GROUP SERVICES, s.r.o.

11.6. The Contractual Partner of VOLKSWAGEN GROUP SERVICES, s.r.o. is obliged to treat all business and technical details relating to and related to the contract concluded with VOLKSWAGEN GROUP SERVICES, s.r.o. as a trade secret. Regardless of the conclusion of the contract, the obligation of confidentiality also applies to information obtained during the offer phase as well as after the fulfilment or otherwise termination of the contract. The obligation of confidentiality ceases to exist if the circumstances, in particular knowledge of production, have become common knowledge.

11.7. The Contractual Partner of VOLKSWAGEN GROUP SERVICES, s.r.o. is also obliged to maintain confidentiality about the business relationship with VOLKSWAGEN GROUP SERVICES, s.r.o. If, in exceptional cases, a business relationship with VOLKSWAGEN GROUP SERVICES, s.r.o. is to be referred to in the advertising of a contractual partner, this is only possible in these cases on the basis of the written consent of VOLKSWAGEN GROUP SERVICES, s.r.o. The written consent, which will exceptionally be granted in these cases, will be limited to the specific advertisement of the contractual partner.

12. Warranty Period

12.1. The warranty period for contractual performance is 24 months from their handover to VOLKSWAGEN GROUP SERVICES, s.r.o., or their takeover by VOLKSWAGEN GROUP SERVICES, s.r.o.

12.2. Warranty periods apply only if different warranty periods are not agreed between the parties, or unless longer warranty periods result from a unilateral declaration by the contractual partner (in the warranty card) or from the indication of the warranty period on the packaging of the goods. The Supplier is obliged to provide additional performance without delay, but no later than within 14 working days from the date of notification of defects in contractual performance.

13. Liability/Liability Insurance

13.1. Unless otherwise agreed, the parties shall be liable to each other within the framework of the statutory provisions.

13.2. The Contracting Party is obliged to take out liability insurance for damage caused by operation, for damage caused by products and for environmental damage with adequate insurance coverage for any damage event affecting persons, things or property, and to maintain these insurances for the duration of the contract.

13.3. If the insurance contract contains a maximum benefit for all loss events during the insurance year, this amount must correspond to at least twice the insurance cover provided for each loss event.

14. Data handling

14.1. VOLKSWAGEN GROUP SERVICES, s.r.o. and the contractual partner are entitled to store and otherwise process the data of the other contractual partner as well as the data of the individual contractual relationship, in compliance with the applicable data protection regulations in the course of business. If the Supplier obtains access to personal data as part of the performance of contractual performances, it undertakes to comply with the applicable regulations on the protection of personal data, in particular it will process personal data exclusively for the purpose of performing contractual performance (processing for a predefined purpose); ensure that its staff and other persons with access to those personal data

z only the necessary access to the data and will oblige its staff and other persons with access in writing to the said personal data on their part to comply with the confidentiality and instruct them on the regulations for the protection of personal data, proving the performance of these obligations upon request. The Supplier undertakes to protect personal data in a manner consistent with the current state of the art. In the case of the processing of personal data by the Supplier on behalf of the Client – before the Supplier obtains access to the personal data from the Client – the currently required Agreement on the processing of personal data relating to employees or its customers or other persons by the Client will take place exclusively within the Slovak Republic, a Member State of the European Union or the European Economic Area. Deviations from the above are only possible on the basis of a written agreement between the Client and the Supplier and provided that the relevant contract is concluded in this case.

15. Subcontractors

15.1. Unless otherwise stipulated in a special agreement or in the content of the order regarding the volume of performance of the Contractor, the Contracting Party is obliged to fulfil all obligations arising from the Order within its own business. Any use of subcontractors by the contractual partner is possible only on the basis of the prior consent of VOLKSWAGEN GROUP SERVICES, s.r.o.,

a of whether VOLKSWAGEN GROUP SERVICES, s.r.o. could have foreseen or known this when concluding the contract.

16. Maintenance of validity in the event of partial invalidity

16.1. If any or more provisions of these Terms and Conditions or contractual provisions derived from them are or become invalid, the validity of the remaining provisions and the validity of the contract itself shall not be affected.

16.2. If gaps arise in the performance of the contract, they must be eliminated by legislation that comes as close as possible to the economic meaning of the contract.

17. Unilateral change of purchase conditions

17.1. If these and other terms and conditions of purchase are unilaterally amended by VOLKSWAGEN GROUP SERVICES, s.r.o., the contractual partner must be informed of the change in the terms and conditions.

17.2. If the Contractual Partner is informed of a unilateral change to the Terms and Conditions of Purchase and if it does not object in writing to the change within 15 days of the notification of the change, the Contractual Partner shall be deemed to have agreed to the changes to the Terms and Conditions of Purchase.