Volkswagen Zubehör GmbH terms and conditions of purchasing for production material

12/2024

1. Binding conditions

1.1 The legal relationships between Volkswagen Zubehör GmbH (referred to hereinafter as "Volkswagen") and the supplier are determined by these terms and conditions of purchasing and any other written agreements, including amendments and addenda.

1.2 The general terms and conditions of the supplier do not apply, even if in individual cases they have not been expressly rejected. The requirements of the Volkswagen concern on sustainability in relationships with business partners (code of conduct for business partners) shall become an additional component of the contract. They can be consulted at www.vwgroupsupply.com.

2. Contract processing

2.1 Supply contracts and their amendments and addenda must be completed in writing or using an electronic system provided by Volkswagen. Call-offs can be made using remote data transmission.

2.2 Orders are binding for the supplier if the supplier does not object within two weeks after receipt of the order. Objections remain without effect if the order is as provided in the contract. If the supplier objects to an order which deviates from the contract, the supplier's obligation to deliver remains otherwise unaffected. In the absence of a binding order, the conditions from the previous order continue to apply provisionally.

2.3 Call-offs become binding at the latest if the supplier does not object within two weeks after receipt. The objections remain without effect as long as the call-off is as provided in the contract, in particular within the contractually agreed capacities.

2.4 The supplier's quotations are binding for the period specified in the quotation; in the absence of such a specification, of six weeks after receipt by Volkswagen. Volkswagen can accept quotations as applicable by issuing the respective order.

2.5 Volkswagen can request changes to the object of supply in its engineering and design within reasonable limits for the supplier. In the process, the impacts in relation to increased or decreased costs and the delivery deadlines must be settled appropriately by mutual agreement.

3. Prices, invoicing and payment

3.1 The agreed prices are fixed prices without value added tax; the value added tax must be indicated separately in the invoices. Regardless of the order date, the prices valid at the time of delivery apply.

3.2 If not otherwise agreed, the prices apply "delivered duty paid" (DDP) at the place of performance. The costs for packaging and insurance, and in particular for transportation to the place of performance, for all export, import and customs formalities, including all duties and similar taxes, for official approvals and for other documents shall be borne by the supplier. The same applies to costs for test certificates and the necessary quality and testing marks.

3.3 The issuing of a proper and auditable invoice is a prerequisite for payment. Payment shall be made 30 days after receipt of the delivery or service or, if Volkswagen does not receive an invoice from the supplier until after receipt of the delivery/service, 30 days after receipt of this invoice by transfer of the respective amount to the account saved for the supplier at Volkswagen. If early deliveries are accepted, the due date shall be defined by the agreed delivery deadline.

3.4 A single copy of invoices must be sent separately to Volkswagen. They must not be included with the delivery. Duplicate invoices must be marked as such. Invoices are only effective and due if they contain the necessary tax information, in particular the tax number which the fiscal authorities have assigned to the supplier for the purposes of turnover, and/or the supplier's VAT identification number. Further required information includes the supplier no., part numbers including index, SAP order, delivery address, Incoterms and place of delivery. Credit notes must always feature indication of the original document

3.5 Payment shall be made by transfer or cheque. The account balance shall be communicated to the supplier in the advice of payment. Any inconsistencies must be submitted to Volkswagen immediately.

3.6 If the delivery is defective or faulty, Volkswagen shall be entitled to withhold payment proportionally until proper fulfilment.

3.7 The supplier shall not be entitled to assign claims against Volkswagen or have them collected by third parties without prior written approval from Volkswagen, which cannot be refused unreasonably. In the event that the supplier assigns a claim against Volkswagen to a third party contrary to clause 1, without the approval of Volkswagen, the assignment shall be effective nevertheless. However, Volkswagen shall be able to clear the debt by making payment to the supplier or the third party at its own option.

4. Notice of defects

4.1 Volkswagen must notify the supplier of any defects in writing and immediately, as soon as they are identified in the course of an orderly business. In this regard, the supplier waives the right to object to belated notification of defects

4.2 If the delivery is made directly to a customer of Volkswagen Zubehör, it shall be sufficient if the objects of supply are inspected by the customer. In case of drop shipment deliveries, in place of the periods indicated in clause 4.1, a period of four weeks shall apply in each case.

5. Confidentiality

5.1 The contractual parties commit to treat all non-public commercial and technical details which become known to them as a result of the business relations, confidentially in accordance with the German law on the protection of business secrets (GeschGehG), to guarantee their confidentiality and to use them exclusively for contract performance (including the assertion of possible warranty and liability claims and the pursuit of other contractual purposes).

5.2 Drawings, models, templates, samples and other similar objects must not be handed over to or unauthorised third parties or made available to them in any other way. The reproduction of such objects is only permitted within the scope of operational requirements and the copyright regulations.

5.3 Subsuppliers must be bound accordingly.

5.4 The contractual parties must only use their business connection for promotional purposes with prior written approval.

5.5 The contractual parties commit to secure all business secrets using state-of-the-art technology to protect them from unauthorised access, modification, destruction or loss, illicit transmission, other illicit processing and other misuse. This obligation applies shall be regarded as met for the supplier if the requirements of VDA ISA (baseline level) in the respective current published version have been met.

5.6 If requested expressly by Volkswagen in advance, the supplier shall be required, within a reasonable period, to have a TISAX assessment carried out with the TISAX assessment target specified by Volkswagen, and make the result available to Volkswagen. The contractual parties shall agree on the details mutually.

6. Delivery

6.1 The objects of supply must be marked, packaged and transported properly and in accordance with the instructions of Volkswagen Zubehör.

6.2 If the parties do not agree otherwise, the place of performance is the warehouse of Volkswagen or another destination which Volkswagen nominates.

6.3 Agreed deadlines and periods are binding. The arrival of the objects of supply at the place of performance are authoritative for adherence to the delivery deadline or delivery period. If a delivery "ex works" is agreed, the supplier must make the objects of supply available in good time, taking into account the usual time for loading and dispatch. If the supplier detects that an agreed deadline cannot be met, the supplier must notify Volkswagen immediately in writing, indicating the reasons and the anticipated duration of the delay. This notification does not eliminate a possible default of delivery on the part of the supplier, and the rights to which Volkswagen is entitled in the event of late delivery, remain unaffected.

6.4 Partial deliveries are only admissible if they have been expressly agreed.

6.5 Any right of retention of the supplier shall be excluded unless the right to retention is constituted as a result of undisputed or legally binding claims which are based on the same contractual relationship.

7. Default of delivery

7.1 In case of a default on the part of the supplier, Volkswagen shall be entitled to the statutory claims. In particular, Volkswagen shall be authorised to set the supplier a reasonable extension period for the delivery. If the supplier fails to perform within the set extension period, Volkswagen shall have the right to withdraw from the contact and demand compensation for damages. The entitlement of Volkswagen Zubehör to payment of the liquidated compensation for damages or a possible agreed contractual penalty remains fundamentally unaffected by this. If Volkswagen Zubehör asserts claims for compensation for damages, the liquidated claims for damages or a possible contractual penalty must be credited against the asserted claims.

7.2 In case of default of delivery, Volkswagen shall be entitled to liquidated default damages of 2 % of the delivery value for each commenced week, with, however, a total not in excess of 15 % of the delivery value. The right to assert further claims remains reserved. It is possible to provide proof of lesser damages.

8. Force majeure

Force majeure, legal industrial action, unrest, official measures and other unforeseeable serious events of external origin which cannot reasonably be averted, exempt the contractual parties form their performance obligations for the duration of the disruption and to the extent of their effect. The contractual parties are required to provide the required information immediately and to adjust their obligations to the changed conditions in good faith, within the reasonable limits.

9. Quality and documentation

9.1 The supplier must adhere to the recognised rules of technology, the safety regulations and the agreed technical data for the deliveries. Changes to the object of supply require the prior written approval of Volkswagen. For the initial sample test report, we refer to the VDA document "Band 2, Sicherung der Qualität von Lieferungen, Produktionsprozess- und Produktfreigabe (PPF)" (Volume 2, "Quality assurance of deliveries, production process and product approval").
Series delivery must not begin until Volkswagen has approved the samples. Notwithstanding, the supplier must continuously test the quality of the objects of supply. The contractual parties shall inform each other mutually of options for quality improvement.

9.2 If the type and extent of testing, test equipment and methods are not specifically agreed between the supplier and Volkswagen, Volkswagen shall be willing to discuss the tests with the supplier based of Volkswagen's knowledge, experience and facilities, in order to determine the respective necessary state-of-the-art testing technology. Moreover, Volkswagen shall inform the supplier on request on the valid safety regulations. For further information on measuring and testing processes, we refer to the VDA document "Volume 5, Test process suitability, suitability of measuring systems, measuring and testing processes, amplified measuring uncertainty, conformity assessment".

9.3 In relation to the characteristics, for example, marked "D", indicated in the technical documents or in particular in a separate agreement, the supplier must furthermore use special records to record when, with which method and by whom the objects of supply have been tested in relation to the special characteristics, and which results the required quality tests have produced. The testing documents must be kept for at least fifteen years and, if required, be submitted to Volkswagen. The supplier must bind sub-suppliers to the same extent within the scope of the legal possibilities. For documentation and archiving, we refer to the VDA document "Band 1, Dokumentation und Archivierung - Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen" (Volume 1, Documentation and archiving - Guide to documentation and archiving quality requirements) and VDA document "Prozessbeschreibung besondere Merkmale (BM)" (Process description, special characteristics).

9.4 If authorities which are responsible for vehicle safety, emission guidelines etc., require insight into the Volkswagen's production process and the testing documents in order to verify certain requirements, the supplier shall be willing, on request from Volkswagen, to afford them the same rights on the supplier's premises and provide any reasonable support in the process.

10. Liability for defects and period of limitation

10.1 In the event of delivery of defective objects of supply, if the respective statutory requirements and the requirements listed in the following are in place, and unless otherwise agreed, Volkswagen can request the following:

10.1.1 For objects of supply which are directly accessible by Volkswagen (e.g. in the Volkswagen warehouse or the warehouse of one of Volkswagen's partners), Volkswagen shall initially grant the supplier the option of reject or repair them. In the process, Volkswagen shall have exclusive authority to select the type of rectification. In the event that the supplier refuses rectification, rectification has failed, it is not acceptable for Volkswagen or if the supplier fails to comply with Volkswagen's request for rectification within a period appropriate for rectification in the individual case, Volkswagen shall be entitled to the further claims for defects as per Par. 437 no. 2 and 3 of the BGB (German Civil Code). Under the same conditions, Volkswagen shall be entitled to rectify the defect itself or have the defect rectified by third parties at the costs and risk of the supplier. In the event that Volkswagen has an obligation to refund as a result of claims for defects, Volkswagen shall be entitled to return the objects of supply at the risk of the supplier.

10.1.2 If the defect is not identified and notification is not given until after production, despite adherence to the obligations as per section 4 (Notice of defects), Volkswagen shall also be entitled to the legal claims for defects and the right to self-performance in accordance with the provisions of the aforementioned regulations. In particular, Volkswagen can demand reimbursement of the transportation costs required for the purposes of rectification (including towing charges) and costs for removal and installation (costs of labour and materials) from the supplier.

10.1.3 In case of damages incurred by Volkswagen caused by the defective nature of the delivered objects of supply or a failure to comply with secondary obligations (e.g. obligation of clarification, consultation or testing), Volkswagen can demand reimbursement of the resultant damages in accordance with the provisions of the legal regulations. Further claims due to the delivery of defective objects of supply from Par. 437 of the BGB (German Civil Code), or directly from the regulations stated there, remain unaffected.

10.2 Volkswagen must make parts requiring replacement by the supplier available to the supplier immediately on request and at the expense of the supplier.

10.3 The warranty obligation ends at the latest 39 months after delivery of the object of supply on the customer's premises (i.e. the next customer in the delivery chain). The right of recourse of Volkswagen Zubehör against the supplier as per Par. 478, Par. 479 of the BGB (German Civil Code) remains unaffected.

10.4 A right to claims for defects shall not be constituted if the fault can be traced back to a failure to adhere to operating, maintenance or installation specifications, unsuitable or improper use, incorrect or negligent handling or natural wear and interference with the object of supply by both Volkswagen or third parties.

10.5 In case of defective deliveries, Volkswagen's entitlements as per product liability law, as a result of unlawful action and agency of necessity remain unaffected by this section 10. Guarantees of properties and service life must be denoted as such expressly and individually.

11. Liability

As long as in no other part of these terms and conditions of purchasing other liability provisions are specified, as follows, the supplier is obliged to provide compensation for damages which Volkswagen incurs as a result of a defective or faulty delivery, due to a failure to comply with official safety regulations or for any other reasons which are attributed to the supplier.

11.1 Liability to provide compensation for damages is constituted unless the supplier is not responsible for the neglect of obligations.

11.2 In the event that claims are made against Volkswagen on the basis of strict liability as a result of mandatory provisions applicable to third parties, the supplier shall intervene on behalf of Volkswagen to the extent that the supplier would be directly liable. For the compensation for damages between Volkswagen and the supplier, the Par. 426 Section 1 page 2 and section 2 of the BGB (German Civil Code) apply. This also applies in case of direct recourse by the supplier.

11.3 Claims from Volkswagen are excluded insofar as the damage can be traced to failure to adhere to operating, maintenance and installation specifications attributed to Volkswagen, unsuitable or improper use, incorrect or negligent handling, natural wear or faulty repair.

11.4 The supplier is liable for measures taken Volkswagen for damage prevention (e.g. recall campaigns) to the extent that the supplier is legally obliged.

11.5 Volkswagen shall comprehensively inform and consult the supplier in the event that it wishes to make use of it as per the aforementioned provisions. Volkswagen must give the supplier the opportunity to investigate the claim. The contractual parties shall come to an agreement with regard to the measures to be taken, in particular in the event of settlement negotiations.

11.6 Alongside the compensation for its own damages, Volkswagen can demand compensation for damages of companies involved in contract processing by way of payment to itself as if it were Volkswagen's own damages, if and as long as the company involved in contract processing does not assert a claim for the same damages against the supplier.

11.7 Subcontractors/sub-suppliers of the supplier are regarded as vicarious agents of the supplier.

12. Property rights

12.1 The supplier is liable for claims which result during contractual use of the objects of supply from the violation of commercial property rights or copyrights (referred to in the following together as "property rights").

12.2 The supplier must exempt Volkswagen of all liabilities, costs, damages, claims and expenses (including court costs, prosecution costs and costs from settlements relating to such claims and legal actions), indemnify and support Volkswagen at the supplier's expense with the defence which Volkswagen incurs in view of utilisation or legal action of a third party against Volkswagen (including Volkswagen's customers) as a result of the objects of supply, their manufacturing process or their use by Volkswagen being in violation of the property rights of this third party.

12.3 The obligations in clause 12.2 do not apply if the supplier proves that the supplier is not responsible for the violation of the property rights of third parties.

12.4 The supplier must inform Volkswagen immediately of any identified risks of violation and reputed cases of violation with regard to the objects of supply as soon as they arise.

12.5 For claims as per clauses 12.1 and 12.2, the period of limitation is three years. The period of limitation begins with the close of the year in which the claim has arisen and Volkswagen has acquired knowledge of the circumstances justifying the claim and the identity of the liable party, or should have acquired without gross negligence. Any longer statutory periods of limitation prevail.

13. Use of production means and confidential information of Volkswagen Models, dice, templates, samples, tools and other production means, also confidential information which are made available to the supplier by Volkswagen or are paid for by Volkswagen in accordance with the agreement, must only be used for deliveries to third parties with the prior written approval of Volkswagen, subject to a separate agreement between Volkswagen and the supplier.

14. Reservation of property rights

The supplier reserves ownership of all objects of supply delivered until the affected delivery has been paid for in full. Volkswagen does not recognise any other forms of reservation of property rights.

15. General conditions

15.1 Rights to refuse performance and rights of retention of the supplier are excluded unless the supplier's counter-claims from the same legal relationship have been determined and are undisputed or recognised by Volkswagen.

15.2 If one contractual party suspends its payments or if an application is made for insolvency proceedings in relation to its assets or an extra-judicial proceeding, the other contractual party shall be entitled to withdraw from the contract for the part not fulfilled. This applies accordingly if the economic situation of a contractual party deteriorates in a manner which puts the fulfilment of the contract seriously at risk.

15.3 In the event that a provision of these conditions and the affected further agreements is or becomes ineffective, the validity of the contract remains otherwise unaffected. The contractual parties are bound to replace the ineffective provision with an arrangement which is as close as possible in terms of economic success. This applies accordingly in case of loophole.

15.4 If not otherwise agreed, the law of the Federal Republic of Germany shall apply exclusively. Application of the Convention of the United Nations of 11.04.1980 on contracts for the international sales of goods is excluded.

15.5 The place of performance is the place of business of Volkswagen. Other agreements can be made for delivery.

The place of jurisdiction of all legal action resulting from or in the context of the supply relationship if the place of business of Volkswagen. This place of jurisdiction is exclusive for the supplier. Volkswagen shall also be entitled to take legal action resulting from or in the context of the supply relationship at any other competent court. Volkswagen can also take legal actions against the supplier in joinder of parties with companies which are associated with Volkswagen (Par. 15 et seq. AktG) in Ingolstadt or Stuttgart if one of the misjoinders has its place of business the

You can also find the Volkswagen terms and conditions of purchasing for production material at www.vwgroupsupply.com under "Cooperation/Terms and conditions of

You can also find the Volkswagen terms and conditions of purchasing for production material at www.vwgroupsupply.com under "Cooperation/Terms and conditions of