

Terms of use – VWGroupSupply.com

These terms govern the use of the areas of VWGroupSupply.com (hereinafter referred to as the Portal) of Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, entered in the register of companies of Braunschweig District Court under no. HRB 100484 (hereinafter referred to as Volkswagen AG) that are publicly accessible, and areas with restricted access. The Portal is a platform comprising all kinds of information related to communication, collaboration and the exchange of information with the Volkswagen Group for suppliers and potential suppliers. The area that is publicly accessible contains general information about the Volkswagen Group and collaboration with suppliers. These Terms of Use apply exclusively to the use of the Portal. Separate terms of use apply to applications that are located in the Portal and to links to third-party websites.

The portal is free to use as specified, in line with and subject to the following provisions. Any collection and processing of personal data occurs solely in line with the privacy policy ([Datenschutzerklärung \(vw.vwg\)](#)).

1. Authorised users and access rights

- 1.1. Authorised users for the area of the Portal with restricted access are exclusively employees of the Volkswagen Group's suppliers or potential suppliers, and employees of the Volkswagen Group (hereinafter referred to as users). The public area can be accessed by anyone without the need for access rights.
- 1.2. The Portal area with restricted access can only be used with a valid user ID that has been stored and assigned to the respective user within the Volkswagen Group. Permissions are managed via the B2B-UMS.
- 1.3. The use of the Portal area with restricted access is log-in protected and only possible after the user has been granted access rights. An external user is sent an automated email with a user ID and an activation link (a supplier's or potential supplier's employee) to the email address stated by the registrar or the company administrator of the respective company enabling the user to set a password. The Portal can be used once the external user has set a password. Employees of the Volkswagen Group generally have access to the Portal and can log into the area with restricted access using their user ID and password or their Volkswagen PKI card.
- 1.4. Access rights to the Portal are non-transferable. Users may not pass their access data onto other employees or third parties or enable access in any other way.
- 1.5. Volkswagen AG reserves the right to revoke a user's access rights at any time. This applies in particular if a user infringes these Terms of Use. Users may no longer use the area of the Portal with restricted access once their access rights have been revoked.

2. Functions and purpose of the portal

- 2.1. The Portal provides users with information and news. It also provides access to the cross-divisional applications required for interaction with the Volkswagen Group.
- 2.2. The Portal is used exclusively for commercial purposes. The use of the Portal for another, particularly a private, purpose is prohibited.

3. User conduct obligations

- 3.1. Use of the area of the Portal with restricted access is only allowed with the allocated user ID.
- 3.2. The copyright, names, trademarks and other property rights of the Volkswagen Group and rights of third parties must be observed when using the Portal. Other protected elements include images, music and brand names such as Volkswagen and Golf that are presented by the Volkswagen Group. Access to the Portal does not constitute the granting of a licence or other right of use. Any improper use of the Portal is prohibited; this includes, in particular:
 - Circumventing security measures
 - Using any system or running any application which could result in damage to systems or cause them to malfunction, in particular by making any change to the physical or logical architecture of Volkswagen AG servers or networks or other networks
 - Integrating parts of the Portal into other private or commercial advertising content

4. No acceptance of liability by Volkswagen AG

- 4.1. All of the information provided on the Portal by Volkswagen AG has been carefully reviewed. However, the company cannot guarantee that its Portal is complete, correct, up to date and constantly available. Volkswagen AG shall not be liable for any loss or damage incurred as a result of following advice or

recommendations published on the Portal, without prejudice to responsibilities arising from an agreement, a tort or delict, or any other requirement.

- 4.2. Volkswagen AG may, at its own discretion, change the content of the Portal or cease operating it at any time and without giving notice. The company is under no obligation to keep the Portal up to date at all times.

5. Responsibility of Volkswagen AG, liability

- 5.1. Volkswagen AG shall not be liable for the content of third-party web pages. Volkswagen AG therefore accepts no responsibility for the content or availability of third-party web pages that may be accessed via links. Volkswagen AG expressly dissociates itself from content which may infringe on criminal or liability-related laws, or which could be considered contrary to accepted standards of public decency. If Volkswagen AG becomes aware of illegal content on third-party web pages, it will remove the relevant link immediately.
- 5.2. Volkswagen AG shall be liable for a breach of contractual duties through slight negligence for all claims for damages and reimbursement for expenses due to a culpable breach of duty based on the content of the Portal, whereby this liability shall be limited to typical and foreseeable loss or damage. Otherwise, liability for slightly negligent breaches of duty is excluded. The above limitation of liability does not apply in the case of strict liability regardless of fault and to loss or damage resulting from injury to life, limb or health, or loss or damage covered by the German Product Liability Act.

6. Final provisions

- 6.1. Volkswagen AG reserves the right to make changes to these Terms of Use within reason for the user and only with future effect. Users must always observe the most recent version of the Terms of Use.
- 6.2. If one or more provisions of the Terms of Use are or become invalid, this will in no way affect the validity of the remaining provisions of these Terms of Use. In such an event, the invalid provision is to be replaced by a valid provision that comes as close as possible to achieving the economic purpose intended by the invalid provision. The same applies in the event of gaps in the contract.
- 6.3. The law of the Federal Republic of Germany is applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 6.4. The sole place of jurisdiction for the settlement of all claims arising from or in relation to this Portal is the court competent for Volkswagen AG.
- 6.5. By using the Portal, the user confirms that they agree to the above provisions.

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