

General terms and conditions of provision of services to VW Poznań Sp. z o.o.
(as at 11.03.2016)

<u>1.</u>	<u>DEFINITIONS.....</u>	<u>2</u>
<u>2.</u>	<u>SCOPE OF APPLICABILITY OF TERMS AND CONDITIONS</u>	<u>2</u>
<u>3.</u>	<u>APPLICABLE LAW</u>	<u>2</u>
<u>4.</u>	<u>REQUEST FOR PROPOSALS AND OFFERS.....</u>	<u>3</u>
<u>5.</u>	<u>SPECIAL OBLIGATIONS OF SERVICE PROVIDER RELATING TO OFFER PREPARATION</u>	<u>3</u>
<u>6.</u>	<u>CONTRACT CONCLUSION</u>	<u>4</u>
<u>7.</u>	<u>INVOICES; PAYMENT TERMS</u>	<u>4</u>
<u>8.</u>	<u>COMPLIANCE WITH THE LAW.....</u>	<u>4</u>
<u>9.</u>	<u>THE PROVISION OF SERVICES ON THE AREA OF THE PLANT.....</u>	<u>5</u>
<u>10.</u>	<u>DUTY TO COLLABORATE; CONTRACT PERFORMANCE.....</u>	<u>5</u>
<u>11.</u>	<u>COLLABORATION BY VWP</u>	<u>5</u>
<u>12.</u>	<u>DELIVERIES FROM VWP</u>	<u>6</u>
<u>13.</u>	<u>SUBCONTRACTORS.....</u>	<u>6</u>
<u>14.</u>	<u>ASSIGNMENT OF RECEIVABLES.....</u>	<u>6</u>
<u>15.</u>	<u>REFRAINING FROM MUTUAL CONSIDERATION. SET-OFF</u>	<u>6</u>
<u>16.</u>	<u>UNFAIR COMPETITION. LIABILITY OF COLLECTIVE ENTITIES.....</u>	<u>6</u>
<u>17.</u>	<u>COPYRIGHT AND INDUSTRIAL PROPERTY RIGHT; CONFIDENTIALITY; ADVERTISING.....</u>	<u>7</u>
<u>18.</u>	<u>OTHER OBLIGATIONS OF THE SERVICE PROVIDER</u>	<u>8</u>
<u>19.</u>	<u>SCOPE OF CONTRACT / AMENDMENTS</u>	<u>9</u>
<u>20.</u>	<u>DOCUMENTATION OF SERVICES PROVISION.....</u>	<u>9</u>
<u>21.</u>	<u>TOOLS.....</u>	<u>10</u>
<u>22.</u>	<u>ACCEPTANCE OF SERVICES</u>	<u>10</u>
<u>23.</u>	<u>DEADLINES; DELAY</u>	<u>10</u>
<u>24.</u>	<u>SERVICE PROVIDER'S LIABILITY FOR IMPROPER PROVISION OF SERVICES</u>	<u>11</u>
<u>25.</u>	<u>LIABILITY / THIRD PARTY LIABILITY INSURANCE / SECURITIES</u>	<u>12</u>
<u>26.</u>	<u>PERSONAL DATA PROTECTION.....</u>	<u>12</u>
<u>27.</u>	<u>FINAL PROVISIONS</u>	<u>12</u>
<u>28.</u>	<u>SEVERABILITY CLAUSE.....</u>	<u>12</u>
<u>29.</u>	<u>PLACE OF PERFORMANCE. COMPETENT COURT.....</u>	<u>12</u>
<u>30.</u>	<u>VOLKSWAGEN GROUP REQUIREMENTS REGARDING SUSTAINABILITY IN ITS RELATIONSHIPS WITH BUSINESS PARTNERS</u>	<u>12</u>
<u>31.</u>	<u>GENERAL REQUIREMENTS OF VOLKSWAGEN POZNAŃ FOR BUSINESS PARTNERS WITH RESPECT TO ENVIRONMENTAL PROTECTION.....</u>	<u>12</u>

General terms and conditions of provision of services to VW Poznań Sp. z o.o. (as at 11.03.2016)

1. Definitions

Any time the terms specified below are used in these General terms and conditions of provision of services to Volkswagen Poznań Sp. z o.o., they shall be understood as:

1.1 Terms and conditions

The terms and conditions are these General terms and conditions of provision of services to VWP.

1.2 Services

The Services shall mean all services in respect of transport, assembly, disassembly, collection of waste and sewage, real estate management as well as any other services, including operation and maintenance of machinery and equipment provided to VWP and any activities performed under work on assignment contracts.

1.3 Contract for Provision of Services

The Contract for Provision of Services shall mean a contract under which the Service Provider provides Services to VWP. Orders shall also be deemed as contracts.

1.4 Service Provider

Service Provider shall mean an entity, also within the meaning of art. 43¹ of the Civil Code, who makes an offer to conclude a contract or to whom VWP sends a request for proposals or an order for provision of services.

1.5 Written form

Written form shall mean written form within the meaning of art. 78 of the Civil Code under the Terms and Conditions specify otherwise.

An equivalent to written form shall be also a statement made by VWP or the Service Provider by fax or e-mail.

1.6 Request for proposals

A request for proposal is an invitation sent to a Service Provider by VWP to place offers within an offer contest organised by VWP.

2. Scope of applicability of Terms and Conditions

2.1

These Terms and conditions are applicable to all contracts covering provision of services, including actions related to or preceding conclusion of such contracts. These Terms and conditions further apply to preparation and submission of offers by the Service Provider in response to requests for proposals.

2.2

Unless agreed otherwise, the Terms and conditions shall apply in their most current version. A current version of the Terms and Conditions shall be provided to the Service Provider before conclusion of a contract. The current version of Terms and Conditions shall at any time be available in electronic version at:

www.volkswagen-poznan.pl

2.3

Unless VWP and the Service Provider agree otherwise in writing, the use of any Service Provider's contract templates is excluded. No Service Provider's contract templates will be used even if VWP did not directly object to their exclusion. Neither the receipt of Services by VWP without direct reservation nor making payment by VWP for the purchased Services without any protest shall in any case be equivalent to acceptance of Service Provider's contract templates. VWP employees are not empowered to include any Service Provider's contract template, even in part, in the Contract for Provision of Services or to accept applicability thereof unless otherwise provided in their power of attorney.

2.4

In case of conflict between the provisions of the contract concluded by VWP with the Service Provider and the wording of these Terms and Conditions, the contractual provisions shall prevail.

2.5

In case of conflict between the provisions of enclosures to the contract, enclosures with a higher number shall prevail in the order detailed in item 2.6 of the Terms and Conditions. If the enclosures to the contract are not numbered or are at the same sequential level as specified in item 2.6 of the Terms and Conditions, then those enclosures will prevail which are more recent.

For the purposes of interpretation of contracts between VWP and the Service Provider, the following sequence of documents constituting the contract shall apply:

- contract / order placed by VWP,
- minutes from negotiations between VWP and the Service Provider; priority shall be given to the minutes most recent to the date of contract conclusion,
- these Terms and Conditions,
- request for proposals by VWP,
- technical conditions and quality standards relating to the Services.

3. Applicable law

Polish law, unless agreed otherwise, shall apply to all contracts subject to these Terms and conditions.

4. Request for proposals and offers

4.1

All requests for proposals made by VWP shall be deemed valid only when made in writing.

4.2

If along with a request for proposals VWP sends an offer form used by VWP, the Service Provider shall be obliged to submit an offer on the form.

4.3

Offers shall be made either in Polish or in German. The offer shall be complete and contain all information that is required to assess if the Services offered by the Service Provider comply with the requirements specified in the request for proposal. With respect to offers submitted on the offer forms used by VWP, the Service Provider shall provide all information required by VWP in the offer. Along with its offer, the Service Provider shall submit a written statement that it has read and accepts these Terms and Conditions.

4.4

If in its request for proposals, VWP has strictly specified requirement to be satisfied by the Services, the Service Provider shall identify any discrepancies between the requirements specified by VWP in the request for proposals and the offer submitted by the Service Provider and any reasons for deviation from the requirements or conditions specified by VWP. A list of such deviations shall be attached to the offer submitted by the Service Provider.

4.5

Responses to requests for proposals as well as offers and attachments to those responses or offers shall be submitted by the Service Provider to VWP free of charge. VWP may at any time request the Service Provider to submit any additional information or documents related to the offered Services free of charge.

4.6

The offer shall clearly specify the currency and the price. All prices shall be net of VAT as provided in the applicable law unless explicitly specified otherwise. Unless agreed otherwise, the prices specified in the offer shall include costs of materials, equipment, loading, transport, dispatch, packaging, insurance, unloading, assembly of items to be used by the Service Provider for provision of the Services, as well as the costs of commuting and accommodation of personnel necessary for provision of the Services until final acceptance of the Services at the premises of VWP or at a production facility of VWP designated in the request for proposals as well as the costs of required documentation and training.

Unless agreed otherwise, all prices in the offer are lump-sum prices that cover all work, materials and operations necessary for execution of the contract in

compliance with its wording, even if the individual work, materials or operations are not specifically named.

4.7

Offers shall be submitted to the address designated in the request for proposals, quoting the reference number of the request for proposals and offer number.

4.8

Requests for proposals made by VWP expire when the Service Provider fails to submit an offer within two weeks from receipt of the request for proposals, unless the request for proposals specifies another deadline. If VWP fails to confirm acceptance of the Service Provider's offer in a form of an order, the offer shall be deemed as not accepted.

5. Special obligations of Service Provider relating to offer preparation

5.1

As soon as received from VWP, the Service Provider shall be obliged to inspect the completeness and cohesion of documents received from VWP in connection with the submitted request for proposals. Any missing documents and information shall be reported by the Service Provider in writing to the unit of VWP from which the request for proposals was received latest within 3 working days from receipt thereof.

5.2

The Service Provider shall prepare the offer on the basis of applicable law and the offer shall cover all deliveries and operations required for correct provision of the Services, in compliance with best practices and best available technology and providing the highest quality and security standards and so that VWP achieves the intended economic effect.

5.3

Unless agreed otherwise, VWP allows submission of variant or alternative offers, deviating from the conditions specified in the request for proposals. However, if a variant or alternative offer is submitted, this should clearly be noted.

5.3.1

Variant or alternative offers submitted by the Service Provider shall be clearly and univocally marked as deviating from the conditions specified in the request for proposals. Submitting a variant or alternative offer, the Service Provider shall retain the structure and layout (including numbering of each item) as expected of an offer in the request for proposals. If due to the content of such variant or alternative offer, preservation of the structure or layout expected in the request for proposals is not possible, the Service Provider shall clearly mark all such deviations in the submitted offer.

5.3.2

Submission by the Service Provider of a variant or alternative offer shall be deemed as an assurance by the Service Provider that the variant and alternative offer submitted by it is completely equivalent in terms of legal, technical and time aspects to an offer submitted in compliance with the content of the request for proposals.

5.3.3

In case of any modifications to the VWP documentation provided to the Service Provider, the Service Provider shall ensure that representatives of VWP and representatives of entities, if any, that developed the VWP documentation, can participate in all work related to modifying the documentation. The Service Provider shall be responsible for all costs related to such participation of the persons referred to above in work related to modifying the documentation.

6. Contract conclusion

6.1

Contracts for Provision of Services shall be made in writing.

6.2

Contracts for Provision of Services are deemed concluded when delivered by VWP. Such delivery may also be made by fax or e-mail.

6.3

Orders under PLN 10 000 may be submitted by e-mail without signature by the Procurement Department of VWP.

7. Invoices; payment terms

7.1

Invoices for any Services provided shall be sent by the Service Provider to the address designated in the VWP order. The invoice shall specify the tax identification number (NIP) or another equivalent identification number of the Service Provider, Service Provider's identification number assigned by VWP, order number and date, additional information concerning VWP, agreed by VWP and the Service Provider (e.g. place of the Service provision) as well as the contractual price of the Services with the VAT amount as a separate item.

7.2

The Service Provider shall issue an invoice for each settlement period as specified in the Contract for Provision of Services. If the Contract for Provision of Services does not specify the settlement period, it is agreed that the settlement period shall be equal to a calendar month. An invoice must be issued not later than within 7 working days upon the end of the agreed settlement period.

7.3

The Service Provider must submit its invoice together with all documentation necessary for making a settlement.

7.4

Unless agreed otherwise, the payment term will be 30 days from the date of the invoice. The invoice may be issued upon the correct provision of a Service by the Service Provider, subject to a final confirmation of the final acceptance in a form of an acceptance protocol. If an invoice has been issued incorrectly, upon a request of VWP, the Service Provider shall issue a corresponding corrective VAT invoice or a correcting note. In case of an early delivery and receipt of Services, the agreed payment term shall still apply.

7.5

If the Parties have agreed a payment schedule, VWP shall make payments in compliance with the schedule.

If a downpayment has been agreed, the downpayment shall be made subject to delivery of a time unlimited, irrevocable, unconditional bank guarantee, payable on first demand, for the amount of the agreed downpayment. The guarantee shall be returned when final settlement has been made for the provision of the Services. The wording of the guarantee and a list of entities that may issue a bank guarantee acceptable to VWP is available from the Procurement Department of VWP.

7.6

In case of incorrect performance of the contract by the Service Provider, VWP shall be entitled to suspend payment, or a respective part thereof, until the contract has been performed correctly.

7.7

The contractual price for the Services shall be paid by bank transfer. The name of the bank and account number shall be provided by the Service Provider under separate cover before the provision of Services is commenced. Any change of the bank or account number shall be notified by the Service Provider forthwith, at latest within 3 working days. Letters concerning changes to the bank account or the bank shall be signed by persons authorised to represent the Service Provider and shall provide information on the authorised contact person. The information referred to in the preceding sentences shall be provided by the Service Provider in writing. Failure by the Service Provider to provide the above information shall relieve VWP from any liability for the correctness of bank transfers.

8. Compliance with the law

When performing the Contract for Provision of Services, the Service Provider shall be obliged to comply with the law and decrees of competent authorities. The obligation applies primarily to such provision of Services that it meets all safety requirements, quality standards and does not breach any regulations concerning OH&S,

environment protection or third party rights. The Service Provider shall be fully liable for all penalties or personal and property damage resulting from breach of such regulations and standards.

9. The provision of services on the area of the plant

In case of services provided on the area of the VWP plant, the following provisions shall apply:

9.1

Services shall be provided in compliance with technical and organizational guidelines of VWP, under supervision and by authorized personnel of the Service Provider as independent services provided at the responsibility of the Contracting Partner.

9.2

For the needs of any and all exchange of information contact persons will be appointed at the spot to represent both Parties to the Contract. Contact persons will attend regular meetings related to the scope of the service and its execution as well as for the purpose of the exchange of any and all information necessary for the execution of the Contract.

9.3

At every replacement of the personnel and the introduction of new employees, the Service Provider will ensure that they will provide the service in a manner compliant with the Contract and in a defined quality.

10. Duty to collaborate; contract performance

10.1

The Service Provider shall be obliged to inform VWP regularly and forthwith of all material matters concerning performance of the Contract for Provision of Services and to ensure participation of its duly authorised representative in all negotiations concerning the performance of the Contract for Provision of Services. Such a representative shall be authorised to make necessary decisions and giving orders to other persons acting on the side of the Service Provider for the purpose of the Contract performance.

10.2

In connection with the performance of the Contract for Provision of Services the Service Provider shall be obliged to take into account and respect all rights of VWP as well as regulations and decrees in force at the premises of VWP. In particular it shall be obliged to provide appropriate guidelines to all persons acting on its behalf in the performance of the contract in order to ensure correct performance of the Contract for Provision of Services.

10.3

The Service Provider shall be obliged to arrange all procedures related to the performance of the Contract for Provision of Services so that they do not interrupt current operations of VWP.

10.4

VWP reserves the right to protest against commissioning the duties specified in 9.1 of these Terms and conditions to a designated person or to remove such person from the function.

10.5

In case of modified deadlines to complete any stage of performance of the Contract for Provision of Services or a final deadline of such performance, the parties will agree upon new deadlines to perform their respective contractual obligations; this shall be without prejudice to the right of VWP to claim damages resulting from the Service Provider's failure to keep the original deadlines.

10.6

If Services are provided by more than one Service Provider, each of the service providers shall take all actions in order to enable timely and proper provision of the Services by the other service providers. All and any disputes or difficulties in this area shall be reported immediately to the Specialist Department of VWP. In such an event VWP shall be entitled to decide on the further manner of the Services provision.

10.7

VWP shall not be liable to the Service Provider for difficulties and obstructions caused by other contractors operating for VWP.

10.8

All difficulties or obstacles affecting correct performance of the Contract for Provision of Services shall be reported by the Service Provider forthwith to the Procurement Department of VWP in writing. Failure to report such difficulties or obstacles shall result in the Service Provider losing any claims related to such difficulties or obstacles.

11. Collaboration by VWP

11.1

VWP is entitled to supervise the performance of the Contract for Provision of Services by the Service Provider or its subcontractors on an ongoing basis. The said right shall be executed by VWP using its authorised persons, who may – in compliance with the applicable provisions of law – stay on the premises of the Service Providers or its subcontractors.

11.2

Upon VWP's request, the Service Provider shall submit a report on the Services advancement to VWP. The content, date and manner of submission

of such a report shall be specified by VWP in its request.

12. Deliveries from VWP

12.1

If under the contract for Provision of Services VWP itself or through any third parties supplies any materials, raw materials or equipment or provides specific services to the Service Provider, the Service Provider shall be liable for checking thoroughly the quality and quantity of these materials, raw materials, equipment or services and for reporting to VWP immediately in writing of all and any detected defects and failures, and particularly of those that may hamper or prevent proper performance of the contract.

12.2

The Service Provider shall store any material supplied by VWP in proper conditions that ensure preservation of properties of such materials and proper provision of Services. The Service Provider shall not be entitled to any additional payments for storing the materials submitted by VWP.

12.3

All and any materials submitted to the Service Provider by VWP shall be stored separately from any other materials collected by the Service Provider. The materials shall be also marked as property of VWP in a permanent and visible manner. The materials may not be removed from the agreed storage place without the prior written consent of VWP, unless such a removal is necessary for the Services provision or for preventing the materials from being destroyed or damaged.

12.4

The Service Provider shall be fully liable for all and any materials submitted by VWP to the market value of the submitted materials. The Service Provider shall also insure the materials against fire, flood and theft and any other damage.

12.5

At the request of VWP, the Service Provider shall take an inventory.

13. Subcontractors

13.1

The Service Provider shall perform the Contract for Provision of Services by means of its own company. Performance of the Contract by a subcontractor, in part or in full, is also permitted. Performance of the Contract, in part or in full, by a Subcontractor shall not release the Service Provider from its liability for the Contract completion.

13.2

The Service Provider shall be fully liable for operations of its Subcontractors and is obliged to

verify whether its Subcontractors comply with the provisions of law, particularly in respect of the labour law and the products' safety.

14. Assignment of receivables

14.1

Without a prior written consent of VWP, the Service Provider may not transfer its receivables from VWP under a Contract for Provision of Services to any third party or authorise any third party to claim such receivables.

15. Refraining from mutual consideration. Set-off

15.1

Any restriction to the right of VWP to refrain from performing mutual consideration in favour of the Service Providers or restriction of the possibility for VWP to set-off mutual claims shall be ineffective in relation to VWP.

15.2

The Service Provider authorises VWP to make deductions, including contractual deductions, of all receivables due to VWP from the Service Provider against all receivables due to the Service Provider from VWP.

16. Unfair competition. Liability of collective entities.

16.1

The Service Provider shall be obliged to ensure that its employees, or other persons acting on its behalf pursuant to other legal relationship, will not perform any acts to the damage of VWP as designated in chapter 2 of the Act of 16 April 1993 on counteraction to unfair competition (OJ of 2003, No. 153, item 1503, as amended).

16.2

In connection with the performance of the Contract for Provision of Services, the Service Provider shall be obliged to comply with the following rules:

- by its behaviour (action, acceptance or omission) it may not breach the applicable law. The duty applies also to employees, representatives of the Service Provider and other persons acting on its behalf or in its name and applies in particular to such behaviour that may result in committing offences specified in art. 16 of the Act of 28 October 2002 on liability of collective entities for prohibited acts (OJ 2002, No. 197, item 1661, as amended). The above applies in particular such prohibited acts as: breach of confidence, capital fraud, posing problems in following claims, money laundering, maintenance of unreliable documents, posing problems to public tenders, bribery and paid protection, fraud, falsification of documents, attestation of untruth, use of attested untruth, computer sabotage, fiscal offences against tax liabilities and accounting

for subsidies or subventions, fiscal offences against customs duties or rules of foreign trade in goods or services, export of hazardous waste contrary to applicable regulations, breach of company secrets, copying of products, falsification of currency, falsification of value marks;

- it shall be obliged to take all reasonable measures to protect the reputation of VWP and to avoid all actions and omissions that could impair the reputation of VWP;
- it shall be obliged to act within the framework of the tasks assigned to it (and granted power of attorney and other authority). Any deviation from the scope of entrusted tasks (or granted power of attorney and other authority) is possible solely subject to prior written consent of VWP;
- it shall be obliged to notify directly the Management of VWP or a person designated in writing by the Management of VWP of each fact known to it if as a result of such fact the interests of VWP may be harmed or endangered in any way. This in particular refers to information on any prohibited acts that may be committed on connection with performance of duties entrusted by VWP.

16.3

Upon each request by VWP, the Service Provider shall return all letters and documents that confirm or certify its authority or authorisation of other people to act on behalf of VWP. Request to return such documents shall be equivalent to revoking such authority unless provided otherwise in the request. Such document shall be returned latest after completion of the actions specified therein unless the original document had been submitted to a competent body of administration or court. In such situation, it is necessary to provide an official confirmation that the original of such document had been submitted as specified above.

16.4

Further powers of attorney may be granted by the Service Provider only if so provided in the original power of attorney. Any further power of attorney shall be notified in writing to the Legal Department of VWP.

16.5

The parties agree clearly that any breach of the above rules and duties may be treated as a basis of Service Provider's liability to VWP. The Service Provider is aware that breach of the above rules may form a basis to terminate the agreement it has with VWP (or any other legal relationship).

VWP reserves the right to claim damages in accordance with the law as a result of breach of the rules or obligations specified in these Terms and Conditions.

17. Copyright and industrial property right; confidentiality; advertising

17.1

VWP or Volkswagen AG holds all rights, including intellectual property rights, in particular to all plans, drawings, sketches, calculations and other documents, presented on any medium, as well as models and templates provided to the Service Provider in connection with conclusion of the contract. The subjects of such rights may not be disclosed to third parties without a prior written consent of VWP. The Service Provider may use them solely in order to perform the contract concluded with VWP and after completion of the contract they shall be returned forthwith to VWP without a separate request on the part of VWP.

17.2

The Service Provider may place logos and trademarks of VWP or any other equity related companies, particularly of Volkswagen AG, on items or products manufactured by the Service Provider under the Contract for Provision of Services, provided such an authorisation results explicitly from any documents submitted by VWP in relation to the contract performance or if VWP instructs the Service Provider to do so. Items of products marked as specified above may be delivered solely to VWP. In case of justified return of the items or products marked with the logo or trademark or part number of VWP, the Service Provider shall take all reasonable actions not to let the items or products be used unless VWP instructs the Service Provider otherwise.

17.3

Before providing the Service Provider with confidential information or special protection information, VWP will be entitled to conduct a payable inspection in the Service Provider's place with regard to information protection. The inspection will be conducted by the Security Department of VWP and/or a third party indicated by VWP.

The Service Provider shall be obliged to treat all information, documents and other objects provided to the Service Provider by VWP in connection with preparation of an offer, conclusion and performance of the contract as a secret of VWP within the meaning of art. 11.4 of the Act of 16 April 1991 on counteraction to unfair competition (OJ of 2003, No. 153, item 211, as amended). The confidentiality obligation shall survive the completion of the contract by the Service Provider unless such information, documents or other objects being secrets of VWP became generally accessible or known.

17.4

The Service Provider shall further be obliged to keep the fact of having concluded the contract with VWP in confidence unless the applicable law requires disclosing the fact to persons who have statutory authority to obtain such information. The Service Provider may publish information on collaboration with VWP for advertising purposes

solely subject to a prior written consent of VWP. Such consent will be granted by VWP solely for a specific advertising action detailed by the Service Provider in its request to VWP.

17.5

Pursuant to art. 11.4 of the Act of 30 June 2000 – Industrial property right, the parties agree that VWP shall be solely entitled to patents to inventions or protection rights for utility models as well as the right to register industrial models with reference to inventions and models developed in connection with the performance of the Contract for Provision of Services. The Service Provider shall be obliged to incorporate corresponding provisions in its contracts with employees or other persons who are involved in the performance of the Contract for Provision of Services.

17.6

The Service Provider shall provide VWP with complete documentation related to the models and inventions referred to in item 17.5 of these Terms and Conditions.
Services.

17.7

The Service Provider shall transfer forthwith to VWP all copyright as long as such rights relate to works developed in connection with the performance of the Contract for Provision of Services.

17.8

If in the performance of the Contract for Provision of Services the Service Provider uses objects or software protected under the copyright or industrial property right held by any third parties, it shall take all reasonable efforts to prevent breach of such rights. The Service Provider shall be fully liable for any claims for damages or other claims raised by third parties related to infringement of their rights.

17.9

Breach by the Service Provider of the provisions of items 17.1 - 17.8 hereof shall be deemed as a material breach of the contract between the Service Provider and VWP, which will constitute grounds for termination of the contract by VWP with immediate effect.

If due to a breach of third party's rights by the Service Provider as set forth in item 17.8 of these Terms and Conditions VWP is requested by any authorised person to repair any damage caused by such a breach, the Service Provider shall be liable for repairing the damage. The above provision shall be without prejudice to further claims by VWP for damages to an extent in which the breach would cause loss in the operations of VWP or deteriorate its personal rights.

17.10

All means of production manufactured by the Service Provider on the basis of data or documents provided by VWP, such as swages, moulds,

templates, models, standards, tools, welding templates, programs, etc. may be used by the Service Provider solely for the performance of orders placed by VWP. The Service Provider may not use such means of production for its own purposes or offer or provide access thereto to third parties.

17.11

All technical documentation (drawings, plans, calculations, spare part lists, programs, etc.) which in particular may be required for assembly, operation, use, repair, fabrication or obtaining the required permits, shall be provided to VWP by the Service Provider at the right time in the number of counterparts as required by VWP and in appropriate format. Such documentation will be delivered latest at the time agreed in the contract.

18. Other obligations of the Service Provider

18.1

Unless agreed otherwise in the Contract for Provision of Services, the Service Provider shall receive all documentation necessary for proper performance of the Contract immediately upon the Contract conclusion. The Service Provider shall verify the completeness and correctness of the documentation submitted by VWP in relation to the conclusion of the Contract for Provision of Services. The Service Provider shall report any possible gaps or errors in the documentation immediately to VWP and modify and complement the documentation respectively upon agreement with VWP.

18.2

The Service Provider shall verify the quality of the Services it provides on an ongoing basis.

18.3

The Service Provider shall apply and enhance or update its quality assurance system to keep up with most recent technical know-how, appropriate for the type and properties of the Services provided by the Service Provider.

18.4

The waste materials produced by the Service Provider on the area of VWP during the performance of the agreement – with the exception of scrap metals, including non-ferrous metals and cables – will remain its property and must be removed by it at its cost.

19. Scope of Contract / Amendments**19.1**

The project The Contract for Provision of Services shall cover complete and correct provision of Services as well as execution by the Service Provider of all other works related to the provision of Services together with the complete documentation, unless the Contract for Provision of Services provides otherwise.

19.2

The project manager, if appointed by VWP in relation to the Contract for Provision of Services, shall not be entitled to order any additional works or make any arrangements modifying the Contract on behalf of VWP. Only the Procurement Department shall be entitled to do so.

19.3

If during performance of the Contract for Provision of Services it turns out that it is necessary to amend the scope of Services to be provided, each of the parties shall notify the other party thereof immediately in writing.

19.4

To the offer for the Contract amendment the provisions for the offer shall apply.

19.5

All and any modifications of the scope of the Contract for Provision of Services (modifications of the order) must be made in a form of an annex thereto. The above does not apply to work that is required to be performed in order to protect human life or health or to prevent material damage to the property of VWP or third parties.

19.6

VWP is entitled to change the scope, manner and dates of performance of the Contract for Provision of Services and to instruct the Service Provider respectively. VWP will account for the Service Provider's technical and personnel potential when making such changes.

19.7

Upon the conclusion of the Contract for Provision of Services, the Service Provider shall contact immediately the department of VWP as indicated in the request for proposals or in the order so to agree on the details of providing Services, subject to provisions of the Contract for Provision of Services, its enclosures and these Terms and Conditions. The Service Provider shall particularly agree on the method of providing Services so it does not interfere more than necessary with the current operations of VWP or render it more difficult to perform contracts concluded with VWP by any other entities.

19.8

In case of provision of Services in respect of the VWP's assets management and administration, the Service Provider shall take all actions for the purpose of long-term optimization of use of the VWP's assets in the operations of VWP.

19.9

Prior to commencing the Services provision, the Service Provider shall particularly: inspect the location of all systems, appliances and equipment, adapt the manner of the Services provision to the existing conditions and protect the property of VWP from damages or destruction during or in relation to the Services provision.

19.10

The Service Provider shall schedule the dates of provision of all such Services that require cooperation of VWP or any third parties with whom VWP concluded respective contracts, so that VWP or these third parties may inspect their scope of duties and prepare to their execution on the most convenient date.

19.11

The Service Provider who purchases equipment, materials, raw materials, etc., necessary for the Services provision from any third parties shall advise VWP who these third parties are due to the need to ensure high quality. Such third parties shall be identified in the offer submitted by the Service Provider. VWP may, for reasonable causes, refuse to agree to the Service Provider purchasing some equipment, materials or raw materials necessary for the Services provision from the third parties identified by the Service Provider.

20. Documentation of Services provision**20.1**

The Service Provider shall keep full documentation of the provided Services in the diligent manner.

20.2

VWP shall be entitled to review the Services documentation. VWP may request the Service Provider from time to time to submit copies or certified copies of any documents collected by the Service Provider for its documentation purposes.

20.3

The documentation shall be stored in the registered office of the Service Provider or – if possible – in the place of the Services provision. The documentation shall reflect the current status of the Services provision. The documentation shall be secured properly from any access of unauthorized third parties.

20.4

In case of termination of the Contract for Provision of Services, the Service Provider shall transfer all the Services documentation to VWP.

21. Tools

VWP may provide the Service Provider with tools required to perform the Contract for Provision of Services. The tools shall remain the property of VWP and the amount of remuneration for such provided tools shall be included in the price agreed by the parties. The Service Provider shall be obliged to use to tools solely to perform the contract with VWP. The Service Provider shall be obliged to enter into an insurance contract covering the provided tools with cover against fire, flood and theft and to transfer to VWP all claims due to the Service Provider under such insurance contracts. Additionally, the Service Provider shall be obliged to perform all repairs to such provided tools at its own expense. The Service Provider shall notify VWP forthwith of any damage to the tools.

22. Acceptance of Services

Should the Services provided by the Service Provider require an acceptance procedure to be performed, the following provisions shall apply:

22.1

Satisfactory completion of Services by the Service Provider shall be confirmed by the final protocol of the final acceptance of Services, which will specify that the Services have been performed without any defects or failures.

22.2

Earlier use, start-up or official acceptance required under the provisions of law of the Services provided by the Service Provider shall not constitute the acceptance of Services as required by VWP. Neither will the Service Provider's notice on the Service completion constitute the acceptance of Services as required by VWP.

22.3

The Service Provider's notice on its readiness for the acceptance procedure shall constitute a guarantee on the Services' compliance with the Contract and particularly that they are free from any defects or failures.

22.4

The parties may agree on the date of preliminary acceptance that will precede the final acceptance as well as on the dates of partial acceptances.

22.5

Each acceptance procedure shall be documented in an acceptance protocol, which shall be signed by duly authorised representatives of the parties. Any refusal to sign the acceptance protocol and the reason thereof shall be included in the protocol. The protocol shall contain information on persons participating in the acceptance procedure and indicate whether the Services have been provided correctly and on time, and, if any defects or failures are identified, it shall specify the dates for the repair thereof and the repeated acceptance.

22.6

All costs of the repeated acceptance of Services shall be incurred by the Service Provider. If in the repeated acceptance procedure it is found that the Service Provider failed to repair any previously identified defects or failures, VWP may have such defects or failures be repaired by any third parties at cost and risk of the Service Provider or terminate the Contract.

22.7

The correctness of the Services completion shall be verified in agreement with VWP, but at cost and risk of the Service Provider.

If VWP provides its personnel for the purpose of verifying the correctness of the Services completion to the Service Provider, the Service Provider shall be liable for any damage caused to such personnel. The Service Provider shall be also liable for any damage to the VWP's assets related thereto.

23. Deadlines; delay**23.1**

The time of the Services provision shall be binding upon the Service Provider.

23.2

If the parties failed to specify the date for commencement of the Services provision by the Service Provider in the Contract for Provision of Services, the Service Provider shall commence the Services provision immediately.

23.3

Unless agreed otherwise, the Service Provider shall submit the schedule for performance of the Contract for Provision of Services to VWP and to do so within 5 working days upon the Contract conclusion date. The schedule must be approved by the Specialist Department of VWP. The Specialist Department of VWP may report reservations to the content of the schedule to the Service Provider. The Service Provider shall account for the reasonable reservations of VWP and adopt the schedule respectively.

23.4

During the performance of the Contract for Provision of Services any changes of dates specified in the schedule may be made only if agreed with the Specialist Department of VWP. A change in the schedule may not have any impact on the final completion date specified in the Contract. If as a result of changes in the schedule it is necessary to change the dates specified in the Contract, provisions of items 23.6 and 27 shall apply.

23.5

The Service Provider shall be obliged to notify the Procurement Department of VWP in writing forthwith of an intention to provide the Services before the agreed time and about any delay in the Services provision. VWP may refuse to accept the Services before the contractual time of the Services

provision. In case of such refusal, the Service Provider shall be responsible for all costs and risks related to the refusal to accept the Services by VWP until the contractual time of the Services provision.

23.6

If the Service Provider is late with the Services provision, it shall pay VWP a contractual penalty of 0.2% of the net value (net of VAT) of the order for each day of delay. If the production process at VWP is suspended due to a delay by the Service Provider, the Service Provider shall additionally pay a contractual penalty for each instance of the production suspension as follows: for production suspension in the Paint Shop – EUR 157 per minute, in the Assembly area – EUR 396 per minute, in the Body Construction area – EUR 466 per minute, in the Head Foundry area – EUR 576 per minute, in the Pressure Foundry – EUR 192 per minute. VWP reserves the right to claim damages in accordance with the law and related to delays in the Services provision by the Service Provider, in particular damages related to damage suffered as a result of production suspension, in excess of the contractual penalty specified above.

23.7

If as a result of force majeure, VWP is not able to accept the Services at the agreed time and location, the Service Provider shall not be entitled to any claims for damages from VWP due to delay in accepting the Services. In this situation, the Service Provider may not demand that VWP performs its reciprocal contractual obligation. Force majeure within the meaning of these Terms and Conditions shall be understood as all unforeseeable, unavoidable and major events, such as natural catastrophes, war, riots, unrest, administrative measures, etc. As far as possible, VWP shall notify the Service Provider of the anticipated duration of force majeure circumstances. For the duration of such obstacles, the Service Provider shall be obliged to secure the Services properly at its own expense and risk.

23.8

VWP shall be relieved from its obligation to collect the ordered Services in whole or in part and will be authorised to terminate the contract in this respect within two months from expiry of force majeure circumstances, if due to the delay caused by force majeure within the meaning of item 23.7 of these Terms and Conditions the Services have become unnecessary for VWP – subject to economic aspects.

24. Service Provider's liability for improper provision of Services

24.1

The Service Provider will be liable for improper provision of Services.

24.2

If the Service Provider fails to provide Services properly, VWP shall request the Service Provider to

repair any inaccuracies by the date specified by VWP. If the Service Provider is not able to comply with the request made by VWP within the timeframe designated by VWP, VWP may terminate the Contract. Any resultant costs shall be borne by the Service Provider. VWP shall be entitled to deduct (also under the contract) any costs related to performance of the repairs referred to above from the receivables due to the Service Provider from VWP.

24.3

If the Service Provider provides Services repeatedly in the improper or faulty manners, VWP shall be entitled to terminate the Contract without giving any additional time for proper provision of Services. Any resultant costs shall be borne by the Service Provider. VWP shall be entitled to deduct (also under the contract) any costs related to performance of the repairs referred to above from the receivables due to the Service Provider from VWP.

24.4

If despite ineffective expiry of the time designated to the Service Provider by VWP in accordance with item 24.2 of these Terms and Conditions VWP does not terminate the Contract, VWP may repair the defects itself or have them repaired by third parties. Any resultant costs shall be borne by the Service Provider. VWP shall be entitled to deduct (also under the contract) any costs related to performance of the repairs referred to above from the receivables due to the Service Provider from VWP.

When the defects in the Services provided by the Service Provider may cause or pose direct threat to human life or health or may cause major material damage, VWP shall be entitled to immediately repair or have the defects repaired at the Service Provider's expense and risk. Any defects shall be notified as soon as possible by VWP to the Service Provider and as much as possible shall ensure Service Provider's participation in remedying such defects.

24.5

In case of an improper provision of services, VWP shall be entitled to claim price reduction and to demand the resultant damage to be repaired. If as a result of improper provision of services the production at VWP is suspended, VWP may claim contractual penalties as specified in item 23.6 for each case of the production suspension. The Service Provider shall be further obliged to indemnify and hold VWP harmless against all damages due to improper provision of services that may be claimed by third parties and to repair the resultant consequential damage.

25. Liability / Third party liability insurance / Securities**25.1**

Unless other terms of liability are agreed elsewhere in these Terms and Conditions, the Service Provider shall be obliged to cover damage incurred by VWP directly or indirectly as a result of improper or faulty provision of the Services, breach by the Service Provider of administrative regulations concerning safety or otherwise for reasons for which the Service Provider is responsible even if it may not be held guilty.

25.2

Unless agreed otherwise, the Service Provider shall enter into a third party liability insurance contract covering the operation of its business, product liability and damage caused to the natural environment. Such insurance contract shall be maintained throughout the term of the contract between VWP and the Service Provider. VWP may request submission of such insurance policy along with detailed terms and conditions of such insurance.

25.3

VWP shall be liable to the Service Provider solely for damage caused as a result of willful misconduct.

26. Personal data protection

The parties shall be obliged to collect, store and process all personal data in a manner that would not breach the applicable law.

27. Final provisions

All modifications of the legal relationship between VWP and the Service Provider shall be made in writing.

28. Severability clause

Should any provision of these Terms and Conditions and other agreements between the parties become or be invalid or ineffective in the future, this shall not affect the validity of the other provisions of the contract. The above applies to any contractual gaps respectively.

29. Place of performance. Competent court**29.1**

Unless the parties have agreed otherwise the offices of VWP shall be the place of performance of

the obligations resulting from the Contract for Provision of Services.

29.2

Any disputes shall be resolved by a court of law competent for the registered office of VWP. However, VWP may file its claims in a court of law competent for the Service Provider's registered office.

29.3

In case of disputes, the Polish version of these General Terms and Conditions of Purchase shall apply.

30. Volkswagen Group requirements regarding sustainability in its relationships with business partners**30.1**

"The Volkswagen Group Requirements for Sustainability in Relations with Business Partners (Code of Conduct for Business Partners)" shall constitute a part of the contract, valid and applicable upon the conclusion of the contract.

If the contract terms and conditions, including "The Volkswagen Group Requirements for Sustainability in Relations with Business Partners (Code of Conduct for Business Partners)," are not attached to the offer or an order, they can be obtained from www.vwgroupsupply.com.

30.2

In accordance with compliance rules laid down by Volkswagen, prior to establishing business relations all prospective contractors are vetted to verify their good repute. Within this scope, every potential contractor shall undertake to cooperate and, in particular, to provide accurate and true replies.

31. General requirements of Volkswagen Poznań for Business Partners with respect to environmental protection**31.1**

The valid version of the General requirements of Volkswagen Poznań for Business Partners with respect to environmental protection will be available at any time in electronic version at: <http://www.volkswagen-poznan.pl>