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## 1. Definitions

Any time the terms specified below are used in these General Terms and Conditions of Purchases of Equipment by 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 Purchases of Equipment by Volkswagen Poznań.

### 1.2 Equipment

Equipment shall mean an assembly of interconnected parts or elements that constitutes a functional whole and is set in motion by means of natural forces.

### 1.3 Purchase of Equipment

Purchase of Equipment means sale, delivery or another contract pursuant to which Volkswagen Poznań acquires title to the Equipment with the exception of service contracts, construction contracts and contracts covering purchase of goods. Orders shall also be deemed as contracts.

### 1.4 Supplier

Supplier shall mean an entity, also within the meaning of art. 43<sup>1</sup> of the Civil Code, who makes an offer to conclude a contract or to whom Volkswagen Poznań sends a request for proposals or an order to purchase Equipment.

### 1.5 Form of legal transactions

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 be deemed a statement made by Volkswagen Poznań in the form of sending an order via e-mail within the meaning of Article 77<sup>2</sup> of the Civil Code.

### 1.6 Request for proposals

A request for proposal is an invitation sent to the Supplier by Volkswagen Poznań to place offers within an offer contest organized by Volkswagen Poznań.

## 2. Scope of applicability of Terms and Conditions

### 2.1

These Terms and conditions are applicable to all contracts covering purchases of Equipment, including actions related to or

preceding conclusion of such contracts. These Terms and Conditions further apply to preparation and submission of offers by the Supplier in response to requests for proposals. In addition, business partners undertake to comply with occupational health and safety regulations applicable in Poland and in VWP.

### 2.2

Unless agreed otherwise, the Terms and Conditions shall apply in their most current version. The current version of Terms and Conditions shall at any time be available in electronic version at: [www.volkswagen-poznan.pl](http://www.volkswagen-poznan.pl).

### 2.3

Unless Volkswagen Poznań and the Supplier agree otherwise in writing, the use of any Supplier's contract templates is excluded. No Supplier's contract templates will be used even if Volkswagen Poznań did not directly object to their exclusion. Neither the receipt of Equipment by Volkswagen Poznań without direct reservation nor making payment by Volkswagen Poznań for the purchased Equipment without any protest shall in any case be equivalent to acceptance of Supplier's contract templates. Volkswagen Poznań employees are not empowered to include any Supplier's contract template, even in part, in the purchase contract 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 Volkswagen Poznań with the Supplier 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 Volkswagen Poznań and the Supplier, the following sequence of documents constituting the contract shall apply:

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

### **3. Applicable law**

Polish law, unless agreed otherwise, shall apply to all contracts subject to these Terms and Conditions. The application of the UN Convention on International Sale of Goods and the Convention of the limitation period in the international sale of goods.

### **4. Request for proposals and offers**

#### **4.1**

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

#### **4.2**

If along with a request for proposals Volkswagen Poznań sends an offer form used by Volkswagen Poznań, the Supplier 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 Equipment offered by the Supplier complies with the requirements specified in the request for proposal. With respect to offers submitted on the offer forms used by Volkswagen Poznań, the Supplier shall provide all information required by Volkswagen Poznań in the offer. Along with its offer, the Supplier shall submit a written statement that it has read and accepts these Terms and Conditions.

#### **4.4**

If in its request for proposals, Volkswagen Poznań has strictly specified the requirement to be satisfied by the Equipment, the Supplier shall be obliged to identify any discrepancies between the requirements specified by Volkswagen Poznań in the request for

proposals and the offer submitted by the Supplier and any reasons for deviation from the requirements or conditions specified by Volkswagen Poznań. A list of such deviations shall be attached to the offer submitted by the Supplier.

#### **4.5**

Responses to requests for proposals as well as offers and attachments to those responses or offers shall be submitted by the Supplier to Volkswagen Poznań free of charge.

Volkswagen Poznań may at any time request the Supplier to submit any additional information or documents related to the offered Equipment 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 loading, transport, dispatch, packaging, insurance, unloading, assembly, training, documentation, necessary performance tests of Equipment, as well as the costs of commuting and accommodation of personnel necessary for starting up the Equipment until final acceptance of the Equipment at the premises of Volkswagen Poznań or at a production facility of Volkswagen Poznań designated in the request for proposals.

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 Volkswagen Poznań expire when the Supplier fails to submit an offer within two weeks from receipt of the request for proposals, unless the request for proposals specifies another deadline.

If Volkswagen Poznań fails to confirm acceptance of the offer in a form of an order, the offer shall be deemed as not accepted.

## **5. Special obligations of Supplier relating to offer preparation**

### **5.1**

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

### **5.2**

The Supplier shall prepare the offer on the basis of applicable law and the offer shall cover all deliveries and operations required for correct performance of the Contract, in compliance with best practices and best available technology and providing the highest quality and security standards and so that Volkswagen Poznań achieves the intended economic effect.

### **5.3**

Unless agreed otherwise, Volkswagen Poznań 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 Supplier shall be clearly and univocally marked as deviating from the conditions specified in the request for proposals. Submitting a variant or alternative offer, the Supplier 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 Supplier shall clearly mark all such deviations in the submitted offer.

#### **5.3.2**

Submission by the Supplier of a variant or alternative offer shall be deemed as an assurance by the Supplier 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 Volkswagen Poznań documentation provided to the Supplier, the Supplier shall ensure that representatives of Volkswagen Poznań and representatives of entities, if any, that developed the Volkswagen Poznań documentation, can participate in all work related to modifying the documentation. The Supplier shall be responsible for all costs related to such participation of the persons referred to above in work related to modifying the documentation.

### **5.4**

If the request for proposal refers to conclusion of contracts for provision of services, including for the maintenance of the Equipment or its parts, the Supplier shall submit the offer together with templates of respective contracts in respect of both its own services and services to be provided by the Supplier's subcontractors. Conclusion of a contract for provision of services requires a separate order from Volkswagen Poznań. Provisions of item 6 hereof shall apply respectively by the time of such a contract conclusion.

If any part or element of the Equipment listed in the Equipment description has not been marked with the "or equivalent" annotation, the Supplier must use only parts or elements as indicated in the Equipment description. However, if any part or element of the Equipment listed in the Equipment description has been marked with the "or equivalent" annotation, the Supplier may use such equivalent parts or elements only upon Volkswagen Poznań's prior consent. If the Supplier intends to use equivalent parts or elements of the Equipment, the Supplier shall present all information and documents concerning such parts and elements to Volkswagen Poznań and allow examining such parts and elements. Examination of such equivalent parts or elements by Volkswagen Poznań shall not infringe or exclude in any way the Supplier's liability for the Equipment provision in the correct, timely and diligent manner and in compliance with the quality requirements.

## **6. Contract conclusion**

### **6.1**

Contracts for purchases of Equipment shall be concluded in accordance with the legal form specified in item 1.5 of these Terms and Conditions.

### **6.2**

Contracts for Purchases of Equipment are deemed concluded when delivered by Volkswagen Poznań. Delivery shall be effected by way of a declaration by Volkswagen Poznań in the form of sending an order via e-mail.

## **7. Invoices; payment terms**

### **7.1**

Invoices for Purchases of Equipment shall be sent by the Supplier to the address designated in the Volkswagen Poznań order. The invoice shall specify the tax identification number (NIP) or another equivalent identification number of the Supplier, Supplier's identification number assigned by Volkswagen Poznań, order number and date, additional information concerning Volkswagen Poznań, agreed by Volkswagen Poznań and the Supplier (e.g. place of delivery or assembly, waybill number and date, quantity and identification numbers of the Equipment with index, other documents necessary for making the settlement) as well as the contractual price of the Equipment with the VAT amount as a separate item.

### **7.2**

Unless agreed otherwise, the payment term will be 30 days from the date of the invoice. The invoice may be issued upon the delivery of the Equipment, 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 Volkswagen Poznań, the Supplier shall issue a corresponding corrective VAT invoice or a correcting note. With respect to delivery and receipt of delayed deliveries, payment term shall apply corresponding to the contractual term of acceptance of the Equipment.

### **7.3**

If the Parties have agreed a payment schedule, Volkswagen Poznań 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 plus VAT. The guarantee shall be returned when final settlement has been made for the delivery of the Equipment. The wording of the guarantee and a list of entities that may issue a bank guarantee acceptable to Volkswagen Poznań is available from the Procurement Department of Volkswagen Poznań.

### **7.4**

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

### **7.5**

The contractual price for the Equipment shall be paid by bank transfer.

The name of the bank and account number shall be provided by the Supplier under separate cover before deliveries are commenced. Any change of the bank or account number shall be notified by the Supplier forthwith, at the latest within 3 working days. Letters concerning changes to the bank account or the bank shall be signed by persons authorized to represent the Supplier and shall provide information on the authorized contact person. The information referred to in the preceding sentences shall be provided by the Supplier by fax and registered letter.

Failure by the Supplier to provide the above information shall relieve Volkswagen Poznań from any liability for the correctness of bank transfers.

## **8. Compliance with the law**

When performing the Contract for Purchase of Equipment, the Supplier shall be obliged to comply with the law and decrees of competent authorities. The obligation applies primarily to such designing, fabrication or manufacturing, transport and assembly of Equipment that it meets all safety requirements, quality standards and do not breach the regulations concerning OH&S, environment protection or third party rights. The Supplier 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, in connection with the performance of the Contract for Purchase of Equipment, on the area of the Volkswagen Poznań plant, the following provisions shall apply:

### **9.1**

Services shall be provided in compliance with technical and organizational guidelines of Volkswagen Poznań, under supervision and by authorized personnel of the Supplier 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 Supplier 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 Supplier shall be obliged to inform Volkswagen Poznań regularly and forthwith of all material matters concerning purchase of the Equipment and to ensure the participation of its duly authorised representative in all negotiations concerning the performance of the Contract for Purchase of Equipment. Such a representative shall be authorised to make necessary decisions and giving orders to other persons acting on the side of the Supplier for the purpose of the Contract performance.

### **10.2**

In connection with the performance of the Contract for Purchase of Equipment, the Supplier shall be obliged to take into account and respect all rights of Volkswagen Poznań as well as regulations and decrees in force at the premises of Volkswagen Poznań. 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 Purchase of Equipment.

### **10.3**

The Supplier shall be obliged to arrange all procedures related to the performance of the Contract for Purchase of Equipment so that they do not interrupt current operations of Volkswagen Poznań.

### **10.4**

Volkswagen Poznań 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 Purchase of Equipment or a final deadline of such performance, the parties will agree new deadlines to perform their respective contractual duties; this shall be without prejudice to the right of Volkswagen Poznań to claim damages resulting from the Supplier's failure to keep the original deadlines.

### **10.6**

If the Equipment is provided by more than one Supplier, each of the suppliers shall take all actions in order to enable timely and proper provision of the Equipment by the other suppliers. All and any disputes or difficulties in this area shall be reported immediately to the Specialist Department of Volkswagen Poznań. In such an event Volkswagen Poznań shall be entitled to decide on the further manner of the provision of works.

### **10.7**

Volkswagen Poznań shall not be liable to the Supplier for difficulties and obstructions caused by other contractors operating for Volkswagen Poznań.

### **10.8**

If the Contract for Purchase of Equipment provides for a partial acceptance, preliminary acceptance or test start-up of the Equipment, the Supplier shall perform them on such dates that will enable timely performance of the Contract. The partial acceptance, preliminary acceptance or test start-up of the Equipment shall be performed at risk of the Supplier. All

and any defects or failures identified at such an acceptance or start-up shall be indicated in a protocol made by Volkswagen Poznań and the Supplier and repaired immediately by the Supplier. The partial acceptance, preliminary acceptance or test start-up of the Equipment shall not be deemed confirmation of the Contract completion by the Supplier and shall not be deemed the acceptance of the Equipment by Volkswagen Poznań.

## **10.9**

All difficulties or obstacles affecting correct performance of the Contract for Purchase of Equipment shall be reported by the Supplier forthwith to the Procurement Department of Volkswagen Poznań in writing. Failure to report such difficulties or obstacles shall result in the Supplier losing any claims related to such difficulties or obstacles.

## **11. Collaboration by Volkswagen Poznań**

### **11.1**

Volkswagen Poznań is entitled to supervise the performance of the Contract for Purchase of Equipment by the Supplier or its subcontractors on an ongoing basis. The said right shall be executed by Volkswagen Poznań using its authorized persons, who may — in compliance with the applicable provisions of law — stay on the premises of the Supplier or its subcontractors.

### **11.2**

The Supplier shall submit all and any plans, drawings, etc., concerning the Equipment to Volkswagen Poznań or parties indicated by Volkswagen Poznań. Volkswagen Poznań may examine such plans, drawing, etc. Examination of such documents by Volkswagen Poznań shall not be interpreted in any way as confirmation of their correctness or compliance with the legal requirements and best practices and shall not release the Supplier from the liability for any defects in the Equipment or improper performance of the Contract.

## **12. Deliveries from Volkswagen Poznań**

### **12.1**

If under the Contract for Purchase of Equipment Volkswagen Poznań itself or through any third parties supplies any materials, raw materials, equipment or provides specific services to the Supplier, the Supplier shall be liable for checking thoroughly the quality and quantity of these

materials or services and for reporting to Volkswagen Poznań immediately in writing of all and any detected defects and failures, and particularly of those that may hamper or prevent performance of the contract.

### **12.2**

The Supplier shall store any material supplied by Volkswagen Poznań in proper conditions that ensure preservation of properties of such materials and proper provision of the Equipment. The Supplier shall not be entitled to any additional payments for storing the materials submitted by Volkswagen Poznań.

### **12.3**

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

### **12.4**

The Supplier shall be fully liable for all and any materials submitted by Volkswagen Poznań to the market value of the submitted materials. The Supplier shall also insure the materials against fire, flood and theft and any other damage. The insurance shall cover the period from the date of the materials submission to the date of the materials return.

### **12.5**

At the request of Volkswagen Poznań, the Supplier shall take an inventory.

## **13. Subcontractors**

### **13.1**

The Supplier shall perform the Contract for Purchase of Equipment 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 Supplier from its liability for the Contract completion.

### **13.2**

The Supplier 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, the products' safety and occupational health and safety.

#### **14. Assignment of receivables**

Without a prior written consent of Volkswagen Poznań, the Supplier may not transfer its receivables from Volkswagen Poznań under the Contract for Purchase of Equipment to any third party or authorize any third party to claim such receivables.

#### **15. Refraining from mutual consideration. Set-off**

##### **15.1**

Any restriction to the right of Volkswagen Poznań to refrain from performing mutual consideration in favor of the Supplier or restriction of the possibility for Volkswagen Poznań to set-off mutual claims shall be ineffective in relation to Volkswagen Poznań.

##### **15.2**

The Supplier authorizes Volkswagen Poznań to make deductions, including contractual deductions, of all receivables due to Volkswagen Poznań from the Supplier against all receivables due to the Supplier from Volkswagen Poznań.

#### **16. Unfair competition. Liability of collective entities.**

##### **16.1**

The Supplier 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 Volkswagen Poznań 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 Purchase of Equipment, the Supplier shall be obliged to comply with the following rules:

- by its behavior (action, acceptance or omission) it may not breach the applicable law. The duty applies also to employees, representatives of the Supplier and other persons acting on its behalf or in its name and applies in particular to such behavior 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 Volkswagen Poznań and to avoid all actions and omissions that could impair the reputation of Volkswagen Poznań;
- 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 Volkswagen Poznań;
- it shall be obliged to notify directly the Management of Volkswagen Poznań or a person designated in writing by the Management of Volkswagen Poznań of each fact known to it if as a result of such fact the interests of Volkswagen Poznań 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 Volkswagen Poznań.

##### **16.3**

Upon each request by Volkswagen Poznań, the Supplier shall return all letters and documents that confirm or certify its authority or authorization of other people to act on behalf of Volkswagen Poznań. 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 Supplier 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 Volkswagen Poznań.

#### **16.5**

The Supplier may not, without the prior written consent of Volkswagen Poznań, hire any employees of Volkswagen Poznań or of any temporary agency operating for Volkswagen Poznań or conclude any civil law agreements with any such employees in order to perform any contracts for purchase of equipment for Volkswagen Poznań.

#### **16.6**

The parties agree clearly that any breach of the above rules and duties may be treated as a basis of Supplier's liability to Volkswagen Poznań. The Supplier is aware that breach of the above rules may form a basis to terminate the agreement it has with Volkswagen Poznań.

Volkswagen Poznań 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**

Volkswagen Poznań or Volkswagen AG holds all rights, including intellectual property rights, in particular to all drawings, sketches, calculations and other documents, presented on any medium, as well as models and templates provided to the Supplier 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 Volkswagen Poznań. The Supplier may use them solely in order to perform the contract concluded with Volkswagen Poznań and after completion of the contract they shall be returned forthwith to Volkswagen Poznań without a separate request on the part of Volkswagen Poznań.

#### **17.2**

Logos and trademarks of Volkswagen Poznań or any other equity related companies, particularly of Volkswagen AG, must be placed on the Equipment, provided such an authorization results explicitly from any documents submitted by Volkswagen Poznań in relation to the contract performance or if Volkswagen Poznań instructs the Supplier to do so. Equipment marked as specified above may be delivered solely to Volkswagen Poznań. In case of justified return of the Equipment marked with the logo or trademark or part number of Volkswagen Poznań, the Supplier shall take all reasonable actions that the Equipment may not be used unless Volkswagen Poznań instructs the Supplier otherwise.

#### **17.3**

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

The Supplier shall be obliged to treat all information, documents and other objects provided to the Supplier by Volkswagen Poznań in connection with preparation of an offer, conclusion and performance of the contract as a secret of Volkswagen Poznań 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 Supplier unless such information, documents or other objects constitute secrets of Volkswagen Poznań are not generally accessible or known.

#### **17.4**

The Supplier shall further be obliged to keep the fact of having concluded the contract with Volkswagen Poznań in confidence unless the applicable law requires disclosing the fact to persons who have statutory authority to obtain such information. The Supplier may publish information on collaboration with Volkswagen Poznań for advertising purposes solely subject to a prior written consent of Volkswagen Poznań. Such consent will be granted by Volkswagen Poznań solely for

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a specific advertising action detailed by the  
Supplier in its request to Volkswagen Poznań.

### 17.5

Pursuant to art. 11.4 of the Act of 30 June 2000 – Industrial property right, the parties agree that Volkswagen Poznań 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 Purchase of Equipment. The Supplier 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 Purchase of Equipment.

### 17.6

The Supplier shall provide Volkswagen Poznań with complete documentation related to the models and inventions referred to in item 17.5 of these Terms and conditions.

### 17.7

The Supplier shall transfer forthwith to Volkswagen Poznań under a separate agreement all copyright as long as such rights relate to works developed in connection with the performance of equipment purchase contracts.

### 17.8

If in the performance of the Contract for Purchase of Equipment the Supplier uses objects or software protected under copyright or industrial property right held by third parties, it shall take all reasonable efforts to prevent breach of such rights. The Supplier 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 Supplier of the provisions of items 17.1-17.8 hereof shall be deemed as a material breach of the contract between the Supplier and Volkswagen Poznań, which will constitute grounds for termination of the contract by Volkswagen Poznań with immediate effect.

### 17.10

If as a result of the Supplier's infringement of third party rights as referred to in item 17.8 of these Terms and Conditions an entitled third party demands that Volkswagen Poznań discontinues to use the Equipment and it is impossible to rebuild the Equipment so that it

does not infringe the rights of the third party, the Supplier shall disassembly the Equipment at its own expense and refund to Volkswagen Poznań the remuneration received for the purchase of the Equipment along with penalty interest at the rate of 10% p.a. The above shall be without prejudice to further claims by Volkswagen Poznań for damages or any other claims in order to remedy or mitigate the damage caused by such breach by the Supplier to third party rights.

### 17.11

All means of production manufactured by the Supplier on the basis of data or documents provided by Volkswagen Poznań, such as swages, moulds, templates, models, standards, tools, welding templates, programs, etc. may be used by the Supplier solely for the performance of orders placed by Volkswagen Poznań. The Supplier may not use such means of production for its own purposes or offer or provide access thereto to third parties.

### 17.12

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 provide to Volkswagen Poznań by the Supplier at the right time in the number of counterparts as required by Volkswagen Poznań and in appropriate format. Such documentation will be delivered latest at the time agreed in the contract.

## 18. Other obligations of the Supplier

### 18.1

Before delivery to Volkswagen Poznań, the Supplier shall be obliged to verify the quality of the Equipment. The Supplier shall in particular be obliged to verify whether the Equipment has the agreed properties and whether it can be used as specified in the contract or in a way customarily accepted for such Equipment. The scope and control of quality control to be performed by the Supplier may be specified in the contract between the parties. The Supplier shall be obliged to perform quality control in accordance with the type and kind of the Equipment and best available know-how with respect to technical properties of the Equipment.

## 18.2

The Supplier 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 Equipment supplied by the Supplier.

## 18.3

All parts and elements of the Equipment must be constructed and manufactured in such a manner as to enable quick and correct repair, check and replacement.

## 18.4

The Supplier is obliged to train employees of Volkswagen Poznań or any other persons indicated by Volkswagen Poznań in respect of the Equipment operation. The training shall be made in Polish, unless Volkswagen Poznań reserves otherwise. If special qualifications are required for the Equipment operation, the Supplier shall advise Volkswagen Poznań in writing not later than 10 working days prior to the commencement of the training about the required qualifications. Volkswagen Poznań shall submit a list of the training participants to the Supplier not later than on the first day of the training.

## 18.5

The waste materials produced by the Supplier on the area of Volkswagen Poznań 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 Contract for Purchase of Equipment shall cover production or delivery by the Supplier of complete and working Equipment as well as execution by the Supplier of all works related to the Equipment start-up and preparation to operation together with the complete documentation, unless the Contract for Purchase of Equipment provides otherwise. The Equipment covered by the Contract shall contain all parts and elements as required for correct, appropriate and faultless operation even if not directly specified in the request for proposals or order.

### 19.2

The project manager, if appointed by Volkswagen Poznań in relation to the Contract

for Purchase of Equipment, shall not be entitled to order any additional works or make any arrangements modifying the Contract on behalf of Volkswagen Poznań. Only the Procurement Department shall be entitled to do so.

### 19.3

If during performance of the Contract for Purchase of Equipment it turns out that some additional costs must be incurred that were not provided for in the Contract and are not covered by the agreed price, then the Supplier shall notify Volkswagen Poznań thereof immediately and submit a respective offer together with its grounds within 6 working days. The Supplier shall be entitled to do so only if:

- at the moment of submitting the offer the Supplier could not have predicted the need for incurring such additional costs, despite all its due diligence, or
- such costs are caused by a direct decision of the competent governmental authority.

### 19.4

To the offer for the order modification the provisions for the offer shall apply.

### 19.5

All additional works covered by the amendment offer may be implemented only when a written change of order is received. 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 Volkswagen Poznań or third parties.

### 19.6

Volkswagen Poznań is entitled to change the scope, manner and dates of performance of the Contract for Purchase of Equipment and to instruct the Supplier respectively. Volkswagen Poznań will account for the Supplier's technical and personnel potential when making such changes.

## 20. Tools

Volkswagen Poznań may provide the Supplier with tools required to manufacture the Equipment. The tools shall remain the property of Volkswagen Poznań and the amount of remuneration for such provided tools shall be included in the price agreed by the parties. The Supplier shall be obliged to

use to tools solely to perform the contract with Volkswagen Poznań. The Supplier shall be obliged to enter into an insurance contract covering the provided tools with cover against fire, flood and theft and to transfer to Volkswagen Poznań all claims due to the Supplier under such insurance contracts. Additionally, the Supplier shall be obliged to perform all repairs to such provided tools at its own expense. The Supplier shall notify Volkswagen Poznań forthwith of any damage to the tools.

## **21. Acceptance of Equipment**

### **21.1**

Satisfactory completion of the Equipment provision by the Supplier shall be confirmed by the final protocol of the final acceptance of the Equipment, which will specify that the Equipment complies with the Contract, has been performed without any defects or failures and its documentation is complete. All and any benefits and burdens as well as the risk of loss or damage of the Equipment shall be transferred onto Volkswagen Poznań upon execution of the final protocol of the final acceptance.

### **21.2**

Earlier use, start-up or official acceptance required under the provisions of law of the Equipment shall not constitute the acceptance of the Equipment as required by Volkswagen Poznań. Neither will the Supplier's notice on the Equipment provision constitute the acceptance of the Equipment as required by Volkswagen Poznań.

### **21.3**

The Supplier's notice on its readiness for the acceptance procedure shall constitute a guarantee on the Equipment's compliance with the Contract and particularly that it is free from any defects or failures and a guarantee on completeness of the Equipment and related documentation as provided for in the Contract for Purchase of Equipment.

### **21.4**

If operation of the Equipment is subject to a permit for use or another official certificate or declaration admitting the Equipment for operation, the Supplier shall obtain such decisions, certificates or declarations and submit them to Volkswagen Poznań at the latest on the day of final acceptance of the Equipment. If, under separate provisions, it is

the Volkswagen Poznań's obligation to obtain the use permit or any other official certificate or confirmation, the Supplier shall prepare complete documentation to be submitted to the competent authority.

### **21.5**

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.

### **21.6**

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 Equipment or its part has 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.

### **21.7**

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

### **21.8**

The Equipment shall be started up in agreement with Volkswagen Poznań, but at cost and risk of the Supplier.

If Volkswagen Poznań provides its personnel for the purpose of verifying the correctness of the Equipment start-up to the Supplier, the Supplier shall be liable for any damage caused to such personnel. The Supplier shall be also liable for any damage to the Volkswagen Poznań's assets related thereto.

### **21.9**

If possible and permitted, Volkswagen Poznań may use the Equipment during the test start-up or other trials for the purposes of its own production.

## **22. Transfer of risk**

### **22.1**

Unless agreed otherwise, loading, dispatch, transport, unloading, internal transport, sitting, assembly and start-up of the Equipment ordered by Volkswagen Poznań shall be at the Supplier's expense. The Supplier shall be obliged to enter into an insurance contract covering transit of goods.

### **22.2**

Unless agreed otherwise, the delivered Equipment shall be packed in accordance with trading customs and suitably to the properties of the goods. The Supplier shall be responsible for damage resulting from incorrect packaging. The Supplier agrees to collect all packaging materials.

## **23. Deadlines; delay**

### **23.1**

The delivery time of the Equipment shall be binding upon the Supplier.

### **23.2**

Unless agreed otherwise, the Supplier shall submit the schedule for the delivery of the Equipment to Volkswagen Poznań within 5 working days upon the Contract conclusion date. The schedule must be approved by the Specialist Department of Volkswagen Poznań. Volkswagen Poznań may report reservations to the content of the schedule to the Supplier. The Supplier shall account for the reasonable reservations of Volkswagen Poznań and adopt the schedule respectively.

### **23.3**

During the performance of the Contract for Purchase of Equipment any changes of dates specified in the schedule may be made only if agreed with the Specialist Department of Volkswagen Poznań. 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, the Supplier shall notify the Procurement Department thereof. Provisions of items 23.5 and 27 shall apply respectively.

### **23.4**

The Supplier shall be obliged to notify the Procurement Department of Volkswagen Poznań in writing forthwith of an intention to deliver the Equipment before the agreed time

and about any delay in delivery of the Equipment. Volkswagen Poznań may refuse to accept the Equipment before the contractual time of the Equipment delivery. In case of such refusal, the Supplier shall be responsible for all costs and risks related to storage of the Equipment until the contractual delivery time of the Equipment.

### **23.5**

If the Supplier is late with the delivery of the Equipment, it shall pay Volkswagen Poznań a contractual penalty of 0.2% of the net value (net of VAT) of the order for each day of delay. Volkswagen Poznań reserves the right to claim damages in accordance with the law and related to delays in the Equipment delivery by the Supplier, in particular damages related to damage suffered as a result of production suspension, in excess of the contractual penalty specified above.

### **23.6**

If as a result of force majeure, Volkswagen Poznań is not able to accept the Equipment at the agreed location, the Supplier shall not be entitled to any claims for damages from Volkswagen Poznań due to delay in collecting the Equipment. In this situation, the Supplier may not demand that Volkswagen Poznań 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, Volkswagen Poznań shall notify the Supplier of the anticipated duration of force majeure circumstances. For the duration of such obstacles, the Supplier shall be obliged to store the Equipment properly at its expense and risk.

### **23.7**

Volkswagen Poznań shall be relieved from its obligation to collect the ordered Equipment in whole or in part and will be authorized 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 23.6 of these Terms and Conditions the Equipment has become unnecessary for Volkswagen Poznań — subject to economic aspects.

## **24. Supplier's liability for defects in the Equipment**

### **24.1**

The Supplier shall be liable for defects in the Equipment in accordance with the applicable law, in particular in compliance with the regulations concerning statutory warranty for defects in sold goods.

### **24.2**

Unless agreed otherwise, the rights under the statutory warranty shall expire after 24 months upon transferring the Equipment to be put to use.

### **24.3**

If the Supplier delivers a defective Equipment, Volkswagen Poznań shall enable the Supplier to remedy such defects or perform another delivery of the Equipment within the time designated by Volkswagen Poznań unless such repeated delivery is of no importance to Volkswagen Poznań. If the Seller is not able to comply with the request made by Volkswagen Poznań within the timeframe designated by Volkswagen Poznań, Volkswagen Poznań may terminate the contract and return the Equipment at the risk and expense of the Supplier. Any resultant costs shall be borne by the Supplier. Volkswagen Poznań 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 Supplier from Volkswagen Poznań.

### **24.4**

If the Supplier delivers defective Equipment again, Volkswagen Poznań shall be entitled to terminate the contract without designating the Supplier an additional time to deliver Equipment free from defects. Any resultant costs shall be borne by the Supplier. Volkswagen Poznań 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 Supplier from Volkswagen Poznań.

### **24.5**

If despite ineffective expiry of the time designated to the Supplier by Volkswagen Poznań in accordance with item 24.3 of these Terms and Conditions Volkswagen Poznań does not terminate the Contract, Volkswagen Poznań may repair the defects in the Equipment itself or have them repaired by third parties. Any resultant costs shall be

borne by the Supplier. Volkswagen Poznań 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 Supplier from Volkswagen Poznań.

### **24.6**

When the defects in the Equipment delivered by the Supplier may cause or pose direct threat to human life or health or may cause major material damage, Volkswagen Poznań shall be entitled to immediately remedy or have the defects in the Equipment remedied at the Supplier's expense and risk. Any defects shall be notified as soon as possible by Volkswagen Poznań to the Supplier and as much as possible shall ensure Supplier's participation in remedying such defects in the Equipment.

### **24.7**

In case of deliveries of defective Equipment, Volkswagen Poznań shall be entitled to claim price reduction of defective Equipment and to demand remedy of the resultant damage. If as a result of deliveries of defective Equipment, production is interrupted at Volkswagen Poznań, Volkswagen Poznań may claim contractual penalties as specified in item 23.5 for each case of production interruption. The Supplier shall be further obliged to indemnify and hold Volkswagen Poznań harmless against all claims for damages due to deliveries of defective Equipment that may be made by third parties and to repair the resultant consequential damage.

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

### **25.1**

Unless agreed otherwise, the Supplier shall be obliged to cover damage incurred by Volkswagen Poznań directly or indirectly as a result of defects in the Equipment, breach by the Supplier of administrative regulations concerning safety or otherwise for reasons for which the Supplier is responsible even if it may not be held guilty.

### **25.2**

Unless agreed otherwise, the Supplier shall submit 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 Volkswagen Poznań and the Supplier.

Volkswagen Poznań may request submission of such insurance policy along with detailed terms and conditions of such insurance.

### 25.3

Any claims for damages due to lack of features of the Equipment the presence of which was assured by the Supplier and claims related to product liability by the Supplier shall remain unaffected.

### 25.4

Volkswagen Poznań shall be liable to the Supplier solely for damage caused as a result of willful misconduct.

## 26. Personal data protection

If the Supplier receives access to personal data when providing the contractual services, he will observe the applicable data protection regulations, in particular process personal data exclusively for the purpose of providing the contractual services (purpose), ensuring that his employees have access do the data only to the extent necessary and commit its employees in writing to data secrecy and instructs them about the data protection regulations to be observed and is able to prove this to us on demand. The Supplier guarantees to protect personal data according to the state of the art. In case of processing personal data by the Supplier on behalf of Volkswagen — before the Supplier has access to personal data from Volkswagen — to complete the respective required data protection agreement, which is provided by Volkswagen for this purpose. The Supplier warrants that the processing of personal data attributable to Volkswagen or Volkswagen's customers will take place only within the territory of Poland, a member state of the European Union or a state party to the Agreement on the European Economic Area. Deviations from this shall be expressly agreed in writing between Volkswagen and the Supplier and shall be subject to the condition of concluding any contracts required for this purpose.

## 27. Revision clause

The Supplier grants our Group Internal Audit the rights which may be enforced at any time in order to inspect and check all data relating to business transactions between us and the

Supplier and stored on the Supplier's side after prior notification.

## 28. Final provisions

All modifications of the legal relationship between Volkswagen Poznań and the Supplier shall be made in writing.

## 29. 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.

## 30. Place of performance. Competent court

### 30.1

Unless the parties have agreed otherwise the offices of Volkswagen Poznań shall be the place of performance of the obligations resulting from the Contract for Purchase of Equipment.

### 30.2

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

### 30.3

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

## 31. Volkswagen Group requirements regarding sustainability in its relationships with business partners

### 31.1

"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](http://www.vwgroupsupply.com).

### 31.2



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.

be available at any time in electronic version at: <http://www.volkswagen-poznan.pl>

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

**32.1**

The valid version of the General requirements of Volkswagen Poznań for Business Partners with respect to environmental protection will