

General terms and conditions of purchase of the Volkswagen Group in Sweden VGS (current as of 02.10.2008)

| | |
|--|---|
| 1. Applicable law..... | 2 |
| 2. Definition of terms..... | 2 |
| 3. Validity of the contractual conditions | 2 |
| 4. Tenders | 2 |
| 5. Contractual conclusion | 3 |
| 6. Invoicing | 3 |
| 7. Prohibition of assignment of claims | 3 |
| 8. Rights of retention and off-setting..... | 3 |
| 9. Illegal interference with the competition..... | 3 |
| 10. Proprietary rights, nondisclosure, obligation to secrecy and advertising | 3 |
| 11. Liability / liability insurance | 4 |
| 12. Data storage..... | 4 |
| 13. Substances interfering with paint moistening..... | 4 |
| 14. Subcontractors | 4 |
| 15. Prices, payment..... | 4 |
| 16. Divergent agreements | 4 |
| 17. Continued validity in the event of partial invalidity | 4 |
| 18. Place of jurisdiction..... | 4 |

General terms and conditions of purchase, of the Volkswagen Group in Sweden VGS (current as of 02.10.2008)

1. Applicable law

The law prevailing in Sweden shall apply in relation to the contracts concluded in accordance with the following contractual conditions, including their realisation, efficacy, interpretation and implementation, as well as in relation to all other existing legal relations between the two parties.

2. Definition of terms

The following terms are used during the course of the contractual conditions:

- VW AG: Volkswagen Aktiengesellschaft (Volkswagen Public Limited Company)
- VW companies: companies affiliated to Volkswagen AG in accordance with §§ 15 ff of the German Companies Act and domestic and foreign companies (including Swedish companies) to which Volkswagen AG directly or indirectly is linked via equity holdings of at least 50%
- VGS company/companies: VW companies registered and having their seat in Sweden.
- VW: VW AG and /or VW companies

3. Validity of the contractual conditions

3.1

The following contractual conditions shall be included in any one contract in addition to the present general terms and conditions of purchase and the operational resources guidelines, this in accordance with the type of contract concluded and the agreement made between the parties:

3.1.1 Purchase contract

VGS companies' general terms and conditions of purchase for the purchase of goods.

3.1.2 Labour and services contract / plant engineering

VGS companies' general terms and conditions of purchase for facilities and construction works, special terms and conditions of purchase.

3.1.3 Labour, service and agency contracts and similar contracts

VGS Companies Special terms and conditions of purchase

3.1.4 Blanket orders

VGS Companies General terms and conditions of purchase for blanket orders,; special terms and conditions of purchase for blanket orders.

3.2

The inclusion of other contractual elements and the determination of their order of precedence shall be subject to the contractual conditions of the type of contract in question.

3.3

Provided that nothing to the contrary is agreed, contractual elements shall be subject to the latest valid versions of the contractual conditions, including the operational resources guidelines. In the event that the contractual conditions, including operational resources guidelines, are not enclosed with the tender or the contract award, these can be obtained via:

www.vwgroupsupply.com

3.4

These General terms and conditions of purchase of the Volkswagen Group in Sweden and aforementioned contractual conditions shall be valid for contracts concluded between a contractor and VGS company and as regards other legal relations between the VGS company and the former, unless anything else has been stated in a VGS company's call for a tender or anything else has been expressly agreed in writing as between a VGS company and a contractor/contracting party.

Furthermore, these shall also apply to contracts and legal relations with a contractor in which a VGS company acts on behalf of a third party by proxy.

3.5

In the event that the general terms and conditions of purchase, the operational resources guidelines and other contractual conditions dependent upon the type of contract in question are included in a contract concluded with one of the aforementioned companies, they shall also apply to all further contracts of this type which are concluded with one of the aforementioned companies in future.

3.6

None of the terms and conditions of business used by the contractual partner shall become an integral part of the contract, even in the event that they are not expressly objected to at the time of the contract's conclusion. Other agreements shall only be valid in the event that a VGS company expressly authorises the inclusion of the contractual partner's terms and conditions of business in writing.

3.7

Conflicting terms and conditions of business shall not affect the contract's realisation in the event that the parties have reached an agreement as regards all the significant points. In this case, the concordant provisions of the reciprocal terms and conditions of business and the legal regulations shall apply as regards the contract's interpretation.

4. Tenders

4.1

Tenders directed at VGS companies shall be made in writing and must be free of charge. These tenders are to be formulated in Swedish or in English.

However, a data exchange procedure which deviates from the above may be specified in the call for tenders.

4.2

As far as nothing to the contrary is agreed, the pre-printed forms provided by the VGS companies should be used for the tender submission, which should contain all the information required by the VGS companies.

4.3

In the event that the tender is submitted on the basis of a request / call for tenders from a VGS company the tendering party shall be obliged to comply with the guidelines provided by the VGS company. The VGS company should be expressly informed of any deviations which may occur despite this. The tendering party shall be free to submit alternative tenders and specific proposals.

4.4

Only complete tenders encompassing all the required services should be submitted.

4.5

All prices should be stated in the tendering party's respective national currency (provided that this is not the euro, and in Euros and including specific currency validation as necessary). Provided that nothing to the contrary is agreed, all prices shall be fixed prices. In the

event that the price-related information does not specify whether the prices take account of VAT, these should be interpreted as gross prices.

4.6

In principle, tenders should be addressed to the purchasing office specified in the tender documentation.

4.7

In the case of a request / call for tenders by a VGS company, the tendering party shall be bound to its tender for the duration of the period named therein, and, in other cases, for the duration of the period specified by it. In the event that neither party expressly states a validity period, this shall be deemed to be 8 weeks from the time the tender was submitted to the VGS company.

4.8

In the event that the tendering party fails to conform to the aforementioned regulations, the VGS companies reserve the right to disregard the ensuing tender.

5. Contractual conclusion

In principle, contracts with VGS companies shall be concluded in writing. However, in the event that a contract is concluded verbally, this must be confirmed in writing by both contractual parties without delay.

6. Invoicing

Single copies of invoices should be sent to the following address:

Volkswagen Group Sverige AB or
Volkswagen Group Sverige IT Services AB or
Volkswagen Parts Logistics Sverige AB or
PSE Sverige AB
Attn: „requestor, as stated in the purchase order“
FE 15
838 30 Hackås, Sverige

The auditable invoices should include the order number, request number and details of the ordering party and should be submitted to both the VGS Company and the accounts assignment division. All the required accounting documents should be enclosed with the respective invoices. VAT should be calculated and stated separately.

7. Prohibition of assignment of claims

7.1

The assignment of a claim, regardless of its nature, invariably requires written agreement from the VGS companies. Assignments carried out without the required authorisation shall be deemed invalid. VGS companies shall only decline to agree in the event that the interests of the contractual partner in the intended assignment predominate in the wake of an examination of the interests of VW Companies as regards the continuation of the claim and the circumstances surrounding it.

7.2

In the event that an assignment of a monetary claim becomes effective without any written agreement from the VW company concerned has been obtained in accordance clause 7.1 above, the assigning contractual party to the VGS company, shall be obliged to compensate the VGS company for all incremental costs which may incur as a result of such assignment.

8. Rights of retention and off-setting

8.1

Any limitation of the right of VGS Companies to assert a right of retention as regards claims made by the

contractual partner or to offset any claims against the contractual partner shall be invalid.

8.2

VW AG and the VW companies are entitled to claims asserted by the VW AG and the VW companies in their capacity as joint and several creditors.

8.3

VW AG and the VW companies may allocate / offset their claims against claims by the contractual partner. All material and procedural rights to which the contractual partner may be entitled as regards a claim against the joint and several creditor shall remain in the case of the remaining joint and several creditors.

8.4

In the case of the claims are made by the contractual partner against VW AG and/or the VW companies, VW AG and the VW companies shall be entitled to offset / allocate the claims of VW AG and those of the VW companies against the contractual partner.

8.5

The above regulations shall also apply in the event that, on the one hand, cash payment and, on the other, the allocation of bills of exchange has been agreed or in the event that the mutual claims are due on different dates, whereupon the settlement shall take place in accordance with value dates. This entitlement shall apply to the balance in the case of ongoing monetary transactions.

8.6

The contractual partner shall refrain from objecting to VW's and/or VW companies' assignment of the claim to be offset in the case of a claim majority.

8.7

VW AG shall provide a list of the VW companies entitled to carry out group off-setting upon contractor's request.

9. Illegal interference with the competition

The contractual partners to VGS companies shall be obliged to ensure that none of its employees acting for VGS companies on its behalf commits any criminal or other offences against Swedish or other applicable competition laws and competition practises, preventing this via appropriate organisational measures.

10. Proprietary rights, nondisclosure, obligation to secrecy and advertising

10.1

VW reserves the right to retain its proprietary and copy rights in connection with diagrams, drawings, calculations, other documentation and models and samples. Third parties may not be granted access to these materials without VW's express agreement. These materials should solely be used in order to fulfil the terms and conditions of the concluded contract and must be returned to the VW company from which it has been obtained, unsolicited, after its execution.

10.2

The company logos and trademarks in addition to VW AG and/or VW companies parts numbers should be affixed to the goods ordered by VGS Companies in the event that this is stipulated by a drawing issued by the latter, or if VW issues instructions to this effect. Goods marked in this manner may only be supplied to VW. Authorised goods marked with VW company logos, trademarks or parts numbers and which are rejected by the former should be made unfit for service unless it is possible to ensure, in a verifiable manner, that the rejected goods were identified as having been delivered to VW initially.

10.3

The contractual partners of VGS companies shall be obliged to treat all commercial and technical details relating to the contract concluded with VGS companies and its execution, particularly those outlined in clause 1, as trade secrets. This obligation to secrecy shall apply to all know-how obtained during both the tender phase, this irrespective of a contractual conclusion, as well as in the wake of the contract's execution. The abovementioned obligation shall lapse in the event that, and to the extent that the abovementioned know-how, particularly that related to manufacture, becomes common knowledge.

10.4

Furthermore, the contractual partners of VW shall be obliged to observe secrecy as regards the business relationship with VW. Any exceptional mention of the business relationship with VW in the contractual partner's advertising material may only be made with the express written permission from the VW company concerned. In these cases, the written permission shall be limited to the concrete advertising campaigns specified by the contractual partner in its original application for approval.

11. Liability / liability insurance

The contractual parties shall be liable amongst themselves within the framework of the legal provisions, provided that no alternative agreements have been made.

The contractual partner shall be obliged to take out a business liability insurance policy, a product liability insurance policy and an environmental pollution policy with adequate indemnity limits per claim for personal injury, material damage and financial loss and to maintain the aforementioned policies for the duration of the contract.

In the event that the insurance contract stipulates a maximum indemnity limit for all claims made within any one insurance year, this must correspond to at least double the indemnity limit stipulated per claim.

The insurance policies, including the relevant terms and conditions of insurance and proof that the premium payments have been made, must be sent to the VGS company within two working weeks upon request. Proof of the continuation of the insurance must also be provided during the contractual term at VGS companies' request. A lack of proof shall entitle the VGS company to terminate the contract on the grounds of just cause.

12. Data storage

Both the VGS companies and the contractual partners shall be entitled to record and save each other's data and the information pertaining to the individual contractual relations in accordance with the current valid data protection provisions as related to business transactions.

13. Substances interfering with paint moistening

All goods and services provided by the contractual partner, regardless of their nature, must be free of substances which interfere with the paint moistening process and may not emit these.

14. Subcontractors

As far as nothing to the contrary has been agreed in the context of a special agreement or if the VGS companies are unable to infer anything to the contrary from the contents of the order as related to the contractual partner's performance capacity, the contractual partner shall be obliged to perform all obligations associated with the order on its own premises.

Any use of subcontractors by the contractual partner may only take place with the prior consent of the VGS company concerned, regardless of whether the VGS company was in a position to recognise or anticipate this upon the contract's conclusion.

15. Prices, payment

15.1

Transport, dispatch, packaging and insurance costs shall be included in the stated prices, provided that nothing to the contrary has been agreed.

15.2

Provided that nothing to the contrary has been agreed, the payment shall be made within 30 days after receipt of the invoice.

16. Divergent agreements

Any amendments to the contract shall only be valid in the event that these are agreed in writing. This shall also apply to the abovementioned requirement for written form.

17. Continued validity in the event of partial invalidity

17.1

In the event that one or more of the provisions in the present contractual clauses or those referred to above is, or becomes invalid, the validity of the remaining clauses and the validity of the contract itself shall not be affected.

17.2

In the event that contractual loopholes should become apparent during the realisation of the present contract, these must be eliminated via the application of replacement provisions equating as closely as possible to the contract's commercial purpose.

18. Place of jurisdiction

The District Court of Södertälje Sweden (Sw. "Södertälje tingsrätt") shall have exclusive jurisdiction to settle any disputes arising out of or in connection with all contracts concluded in accordance with these General conditions of purchase and contracts concluded in accordance with the other contractual conditions to which these General conditions of purchase refers.