



GENERAL TERMS & CONDITIONS OF PURCHASE

1. Definitions

- 1.1 "Customer": AUDI BRUSSELS S.A./N.V. and/or AUDI BRUSSELS PROPERTY S.A./N.V., respectively depending who's involved in the contract including these terms and conditions..
- 1.2 "Contractor": Service Provider or Supplier with whom contract including these terms and conditions is concluded.
- 1.3 "Contract" or "Order": the agreement according to which Customer buys goods from Contractor and/or – depending on the context – the services contract according to which Customer purchases services from Contractor.
- 1.4 "General Terms & Conditions of Purchase": all provisions in this document as well as all provisions in the documents referred to in these General Terms and Conditions of Purchase.

2. General

- 2.1 These General Terms & Conditions of Purchase shall apply at each Customer's purchase of services or goods, with the exception of changes expressly agreed in writing by both parties or referred to explicitly in the Order.
- 2.2 By acceptance of the Order, the Contractor waives any application of his own general or special terms and conditions of sale, even where these specify that they alone are valid except if Customer explicitly agreed on modification in written.

3. Delivery

- 3.1 Unless agreed otherwise in writing, delivery shall be "delivered duty paid at AUDI BRUSSELS S.A./N.V. (DDP)" according to the Incoterms 2010.
- 3.2 The fact that no comments were made at the inspection of the delivery or on the confirmation of delivery does not affect the right of the Customer to refuse said delivery or to claim his rights for defaults if it is not compliant or in the event of visible or hidden defaults or defects.
- 3.3 The delivery must correspond to the Customer's Order, the specifications in the delivery schedule and must be carried out in time; the figures as determined by the Customer at the time of the incoming inspection shall be decisive for the determination of the actual quantities, dimensions and weight. The Customer shall in no event be obliged to accept partial or additional deliveries not agreed upon. The silence of Customer may not be considered as acceptance. Contractor has still the obligation to bring upon the written proof of Customer's acceptance.
- 3.4 In urgent cases, seen from the view of Customer, the Customer shall be authorised to have defaults or defects repaired at the expense of the Contractor or, should that not be possible, cover his needs with third parties at the expense of the Contractor.
- 3.5 Goods not delivered in accordance with the Contract shall be sent back at the expense and risk of the Contractor.
- 3.6 The Contractor is obliged to attach a delivery note to each delivery listing each time the following mandatory information: delivery note number, Order form number, Customer's supplier and article number.

The delivery must always be made to the address stated on the order form.

- 3.7 Confirmation of Delivery: the delivery confirmation sent by the Customer shall be used solely for the processing of the VAT obligations. This document cannot be interpreted as a confirmation of the quality or quantity of the goods delivered or as an acceptance of defaults and/ or defects.

4. Quality requirements and guarantee documents

- 4.1 The Contractor shall deliver the goods in accordance with all applicable technical specifications and quality requirements; the Contractor shall furthermore check the quality of its products on a regular basis and suggest possible improvements to the Customer regarding the goods. Serial products can only be delivered after acceptance of the samples.
- 4.2 In relation to the goods marked "S" and "D" in the technical documents, the Contractor shall provide following additional information: date of testing, name of persons responsible for testing and test method for the safety features of the goods as well as the results obtained in the quality tests. The test documents must be kept for 15 years and be sent to the Customer on request. The Contractor shall request his own subcontractors to respect this obligation regarding to legal obligations.
- 4.3 AEO status: The Contractor must have an AEO Certificate, i.e. it must have the status of an "Authorised Economic Operator" (AEO). A copy of the AEO Certificate and the AEO number must be submitted to the Customer by the time the Order is placed or the Contract is concluded. If the Contractor is not in the possession of an AEO certificate, the Contractor must send the Customer a signed AEO Security Declaration by email (customs.audibx@audi.de) within the same time frame.

If the Contractor does not comply with the aforementioned obligation to submit the AEO Certificate or AEO Security Declaration, an indemnification of EUR 150 per day of delay shall be due by the Contractor until the necessary documents will have been sent. Another invitation for communication is not needed.

If the AEO Certificate or AEO Security Declaration have not yet been submitted by the time of the Customer's Order at the latest, the Contractor shall be obliged to contact Customer's customs service immediately and without delay in order for the necessary documents to be sent.

- 4.4 Should the Contractor not meet the obligations arising from clause 4.4 above, he shall be fully responsible for all consequences resulting from disregarding the regulations and provisions of the AEO statute. The Contractor shall compensate the Customer for all additional costs resulting from the loss of the AEO status (including salary costs if a new employee has to be appointed, damage to reputation) estimated at a fixed sum of EUR 100,000 unless the Customer proves a more substantial actual damage. The Contractor shall also indemnify the Customer against all legal and administrative proceedings concerning the AEO certificate.
- 4.5 Contractor guarantees that he may deliver Customer by delivery of output products with the delivered goods and parts during 15 years after termination of the commercial relationship under acceptable conditions.

5. Delivery Period and Date

- 5.1 Unless explicitly agreed otherwise, the delivery period and delivery date are binding.
- a) For services carried out over a longer period of time, the delivery period shall commence at the time of the Order and end at the time stated in the Order form under the heading "Delivery period".

- b) For the delivery of goods, the delivery period stated in the Order form shall apply, unless a different period has been agreed in writing with the Customer's responsible department.
 - c) For Projects, the delivery date/period shall notified by the Customer's responsible department. If the responsible department does not give notification of any delivery date, the delivery period shall start from the date of the Order form issued by the Customer.
- 5.2 If the delivery date or delivery period has not been met, the Contractor shall pay a compensation of 15% of the Order value (plus VAT) with a minimum amount of EUR 125. He shall also pay a default interest of 1% of the order price (including VAT) per month without any prior written notification being necessary.
- 5.3 If the Order relates to a framework agreement, the fixed-sum compensation shall, in the case of the set delivery date or delivery period being exceeded, amount to 15% of the total value of the framework agreement (plus VAT) with a minimum amount of EUR 125. The default interest is 1% of purchase price per month without the need for prior notice of default.
- 5.4 If the goods ordered are not sent in due time, the Contractor shall store the same in an appropriate manner at its own risk and expenses in order to avoid damage.
- 5.5 As soon as the delay has extended to a period of 15 (fifteen) days, the Customer shall have the right to terminate the Contract without jurisdictional intervention after giving prior notice of the default to the Contractor, who omits to rectify the default within 8 calendar days following reception of the notice.

6. Packaging

- 6.1 The Contractor shall ensure due and proper packaging, labelling, identification and transportation of the goods in accordance with the instructions of the Customer and the carrier involved and in accordance with the applicable laws and regulations of the transit countries and the destination country.
- 6.2 Prior to the dispatching the goods, the Contractor shall inform the Customer in an adequate manner in writing of any hazardous, toxic, harmful substances related to the goods purchased or substances that are subject to restrictions. Furthermore the Contractor shall send to the Customer all special handling instructions in this regard, which are necessary to inform the carriers, the Customer and their respective employees of the appropriate measures to be taken for the handling, transportation, processing, use and disposal of the purchased goods, containers and packaging. The Contractor shall reimburse and compensate the Customer for all costs incurred through improper packaging, labelling, identification or transportation.

7. Transfer of risk

Transfer of risk from the Contractor to the Customer shall ensue on the effective delivery, i.e. delivery duty paid, of the goods at the agreed location by the Contractor or his transporter unless agreed otherwise in the Order form.

8. Orders/Order extensions

- 8.1 Orders are issued exclusively by the Procurement Department. Any acceptance of Orders from other departments of the Customer shall not be binding on or valid for the Customer and may not be opposed to Customer.
- 8.2 Customer may claim a modification of the ordered goods, ordered service, if reasonable. Contractor shall realize the modification within a reasonable deadline. The consequences of any changes, especially of increasing costs or price reductions, as well as delivery date, must be reasonably contracted between parties. If no agreement may be found within a reasonable deadline, Customer is entitled to use his determination right at his own discretion.

- 8.3 In the case of Order modifications, the Contractor shall submit all necessary documentation to the Procurement Department. The execution of Order modifications requires a written Order from the Procurement Department.
- 8.4 Services or deliveries by the Contractor carried out without any official Order shall be regarded as a service/delivery executed fully at the Contractor's own risk and shall not have to be paid or compensated for by the Customer.
- 8.5 If deliveries are not carried out within agreed period or are not yet carried out, Customer shall be entitled to withdraw the Contract at the Contractor's expense.
- 8.6 Contractor stands up for his complete check of the local conditions and that he had inspected the documentation about the realization of services before making or accepting any offer. He also guarantees that he controlled all technical and other regulations which must be respected.

9. Prices and Payment Terms

- 9.1 The prices specified in the Order shall include storage, administration, packaging, transport and insurance costs, as well as all other expenses, costs and fees of the Contractor. There shall be no price increases based on changes in raw materials, design, processing, packaging dispatch methods, delivery date, location or price changes of raw materials.
- 9.2 Invoices must be addressed to AUDI BRUSSELS S.A./N.V. or AUDI BRUSSELS PROPERTY S.A./N.V., Finanzwesen, Britse Tweedelegerlaan 201, B - 1190 Brussels. The Order form number, supplier number, delivery note number communicates by Customer and article number must be stated on each invoice. Invoices without this information shall not be processed or paid. Inadequate invoices shall result in the Contractor forgoing all payment entitlements until correct invoice is sent.
- 9.3 Payments shall be made in accordance with the terms and conditions agreed in the Order form.
- 9.4 Unless otherwise agreed upon, payment shall be made within 30 days following end of month in which the invoice was received by the Customer or at delivery or service, depending on which event is happening latest.
- 9.5 The Contractor shall be able to request an advance payment of a maximum of 30% of the Order value provided this right is explicitly foreseen in the Order. Advance payment can be requested for a minimum amount of € 30,000. The Contractor shall not be entitled to request an advance payment below this amount.

The Customer is always entitled to refuse an advance payment without having to justify such refusal.

Advance payments are subject exclusively to the present General Terms & Conditions of Purchase. Any terms contrary to the terms of this article 9 regarding an advance payment shall not be legally binding even if these would have been signed by the Customer.

If an advance payment is approved by the Customer, the Contractor must provide a bank guarantee for an indefinite period for the same amount and submit proof of the same to Customer's Finance Department.

Any advance payments made by the Customer can be reclaimed at any time and without any justification when there is no bank guarantee for an indefinite period relating to the same amount as the advance payment.

A bank guarantee for an indefinite period can be requested by the Customer at any time if the Contractor does not meet his contractual obligations.

The Contractor shall be able to request dissolution of the bank guarantee as soon as all works have been performed correctly and there are no comments, claims for defects or complaints on the side of the Customer.

- 9.6 Any delay in payment by the Customer due to any circumstances described in this Article 9, shall not result in any compensation right for the Contractor.
- 9.7 The Contractor shall not be entitled, without prior written approval from the Customer, which may not be unreasonably withheld, to assign his claims vis-a-vis the Customer or have them collected by third parties. Consent is considered granted in the event of extended retention of title. Should the Contractor assign his claims against the Customer to third parties without in the contrary of the sentence before, the Customer shall be entitled to make payment to the Contractor or the third party with the effect of discharging the debt.
- 9.8 The Contractor shall not be entitled to act on his own and execute Orders that have not been confirmed in writing. Should the Contractor nevertheless perform services or provide goods for the benefit of the Customer, these shall not be paid or otherwise compensated for, unless the services or goods delivered were/are necessary to protect the safety of personnel or plant premises or statutory regulations. In case of unauthorised action, the Contractor shall assume sole liability and indemnify the Customer fully and unconditionally (also in financial terms) against any legal procedures, claims for damages and other complaints or claims resulting from such action.

10. Warranty

- 10.1 The Contractor expressly guarantees that all goods and services that are the subject of the Order, as a whole as well as in all components,
- (a) comply with the instructions, specifications, drawings, samples or descriptions provided by the Customer and the latest industrial standards applying at the time of delivery,
 - (b) comply at the time of transportation and delivery with all applicable local, regional, national and international laws, regulations, agreements, EU-provisions and treaties,
 - (c) are of high commercial quality, marketable and suitable for the purpose for which goods or services of this type are normally supplied,
 - (d) are of high commercial quality and suitable for the purpose for which the goods or services were purchased, and
 - (e) are made of the highest quality materials, marketable and free of visible or hidden defects.

If Customer's instructions do not correspond to the applicable industrial regulations, it's Contractor's duty to inform Customer immediately to beware the conformity with these regulations.

Contractor shall realize all necessary controls to beware quality regulations.

- 10.2 These warranties shall continue to be valid beyond inspection, testing, acceptance and payment of the goods/services purchased by the Customer.

Without prejudice to the right of the Customer to terminate or to cancel the Contract and to other legal remedies, the Contractor shall reimburse and compensate the Customer for all costs and losses or damages incurred directly or indirectly by the Customer due to unusable or

defective goods. This includes but is not limited to environmental or property damage or personal injury suffered by the Customer or any third parties as well as any of their employees.

- 10.3 This warranty shall be valid for a period of two years as from delivery date unless a longer period is given by law.
- 10.4 The Contractor shall inform the Customer in writing without delay if the Contractor becomes aware that the delivered goods or performed services, as a whole or partially is or could be harmful to persons or property.
- 10.5 The Contractor guarantees that the goods delivered and/or services performed by the Contractor do not infringe any intellectual property rights of third parties and shall hold the Customer harmless against all claims made by third parties on the basis of such rights.
- 10.6 Any violation of guarantee obligation will be considered as a default. Contractor has to carry out all costs for rectification and supplementary performance and to indemnify Customer for all caused damages.

11. Liability and remediation

- 11.1 The rights and remedies reserved for the Customer in these General Terms and Conditions of Purchase apply in addition to any other legal remedies available under the law.
- 11.2 The Contractor shall reimburse and compensate the Customer for any incidental and consequential losses and damages, especially loss of profit, that is suffered through breach of the Contractor's obligations or warranties. This includes, not exclusively, costs, expenses and losses incurred by the Customer directly or indirectly (a) through the testing, sorting, handling, reworking, repair or exchange of defective goods, (b) as a result of production stoppages, (c) through the running of recall campaigns, customer operations or other fault rectification measures, or (d) as a result of personal injury (including death) and/or property/environmental damage caused by the defective goods.
- 11.3 Loss or damage of Customer shall include reasonable lawyers' costs, expenses and other fees, arbitration and court costs, as well as all other handling costs and expenses.

12. Confidentiality

- 12.1 The Contractor undertakes to treat confidential all information which he obtains during the negotiation and execution of the Contract and not to use this for his own needs or for third parties. All documents, programs, access codes, etc. obtained from the Customer may not be passed on or published in any way whatsoever. The Customer's terms and conditions, i.e. the "Audi Brussels-Obligation-Secrecy" form shall apply in this regard (Form 2688bis, in the version applicable at the time of the offer or, in case there was no offer, in the version applicable at conclusion of the Contract).
- 12.2 The Contractor guarantees that all of his personnel, his suppliers or subcontractors as well as their respective employees shall comply with the confidentiality obligation.
- 12.3 Reference may only be made to the business relationship with the Customer in the Contractor's advertising with the express written consent of the Customer.
- 12.4 Contractor shall respect strictly the regulation of Customer about interdiction to take photos. Contractor shall therefore ask all documentation to Customer.

13. Data protection provisions

- 13.1 Within the framework of the Agreement, Customer, in its capacity of data controller, will be processing personal data of representatives or other identifiable contact persons within the

Contractor's organization, such as their name, title, address, telephone number, workplace facsimile number, e-mail address, medical data and time registration data.

- 13.2 This processing shall occur for the purposes of properly performing the Agreement and the obligations thereunder, for organizing and maintaining a proper supplier administration within the Customer, for protecting the safety and for contacting the Contractor in case of any problems or issues, for payment and handling of bills. Consequently, the legal grounds upon which this processing activity shall be based are, as the case may be, the consent of the natural persons whose data will be processed, the necessity for the performance of the Agreement and Customer's legitimate interests in organizing and maintaining a proper supplier administration, protecting the safety and communicating with the Contractor.
- 13.3 The personal data of representatives or other identifiable contact persons within the Contractor's organization may be shared with the following categories of recipients, some of which may be acting as data processor on behalf of the Customer: IT service providers, hosting providers, other entities within the Customer group, public authorities and legal and tax advisors, police and other suppliers for organization of a project. In case of transfers outside the European Union, the Customer shall ensure suitable safeguards via appropriate contractual clauses in accordance with applicable data protection legislation.
- 13.4 The personal data of representatives or other identifiable contact persons within the Contractor's organization shall be stored for as long as necessary for the purposes described above, and in any event for a period of ten years as from the termination of the Agreement, which correlates to the applicable statute of limitations.
- 13.5 In accordance with applicable data protection legislation and to the extent allowed thereunder, representatives or other identifiable contact persons within the Contractor's organization of which Customer is processing personal data have the right to request access to and rectification or erasure of their personal data, to restricting of the processing, to object to the processing as well as the right to data portability via dataprotection.audibx@audi.de. In addition, these persons also have the right to lodge a complaint with the relevant Data Protection Authority.
- 13.6 The Contractor shall take the necessary measures to inform the representatives or other identifiable contact persons within the Contractor's organization of the processing of their personal data by the Customer and their associated rights as described in this Article 13.
- 13.7 To the extent the Contractor will be processing personal data on behalf of the Customer as part of the Agreement, the Contractor and the Customer shall enter into a data processing agreement in accordance with applicable data protection legislation.
- 13.8 The Contractor shall indemnify the Customer against all claims asserted by third parties, including the Committee for the Protection of Privacy, in the context of the processing of personal data within the meaning of the Data Privacy Act of December,8 1992. This shall apply, in particular, where Contractor's actions or negligence resulting from the processing do not comply with the relevant statutory and/or contractual obligations.
- 13.9 In the event of legal proceedings relating to the processing of personal data, the Contractor shall indemnify the Customer for all costs and obligations (including lawyers' fees, court costs, etc.) resulting from the legal proceedings. This also applies to all claims or compensation/damages the Customer is condemned to pay as a result of non-compliance with the contractual of legal obligations by Contractor.
- 13.10 If Contractor gets access to personal data of Customer's staff and/or shall treat those in Customer's order, Contractor shall sign a data processing agreement. If such an agreement is not proposed spontaneously by Customer, Contractor shall ask for it (dataprotection-audibrussels@audi.de).

14. Force majeure

- 14.1 Any delayed execution by a party of his obligations under the Contract shall be deemed excused if and to the extent that such delay is attributable to an event that is beyond the control of such party and occurred without his fault or negligence. This includes, for example, natural disasters, sabotage, fire, flooding, explosions, administrative measures or war.
- 14.2 If the Contractor cannot perform his services due to insolvency or a lack of financial resources or can only do so with a delay, this reason shall be deemed to lie in the sphere of influence of the Contractor and not to be considered force majeure.
- 14.3 Changes in prices or the availability of materials or components shall not release the Contractor from its performance obligation; this risk shall be borne by the Contractor. Also deemed not to constitute exemption from liability are: labour conflicts, lack of means of transport, general scarcity of raw materials, energy consumption restrictions, confiscation or seizure, or similar circumstances of the risk area of Contractor.
- 14.4 In each and any case, the Contractor must:
- a) notify the Customer without delay of the event that could cause a delay
 - b) give the Customer's Orders top priority in connection with all available capacities, and
 - c) resume performance as soon as the reason for the delay has been remedied.
- 14.5 Notwithstanding the foregoing, the Customer shall be able to cancel any Order without any liability vis-a-vis the Contractor if the service provided by the Contractor is - regardless of the cause - performed more than 15 calendar days later than the specified delivery date (see 5.5).

15. Intellectual property

- 15.1 All Drawings, technical descriptions, templates, models, ideas, inventions, concepts, findings, copyright-protected works, patents, samples, copyrights, trademarks and trade secrets given to the Contractor before or after entering into the Contract and all intellectual property rights related hereto shall remain the exclusive property of Customer. These may not be used, copied, duplicated or transmitted to or brought to the knowledge of third parties without the Customer's consent.
- 15.2 The Contractor shall not use any trademark, logo's or other material of the Customer for advertisement or any other purpose without the explicit written consent of the Customer. The Contractor shall, in case of explicit written consent of the Customer, follow all instructions of the Customer regarding the use and presentation of brand attributes or logos. The Customer can revoke his consent at all times without justification and without further notice.
- 15.3 After completion of the Orders, all material belonging to the Customer which has been given for the realization of the Contract shall be automatically returned to the Customer without any notification of Customer.
- 15.4 All intellectual property rights related to goods or services developed, created or delivered by the Contractor on behalf of the Customer belong to the Customer. The Contractor shall pass on all these data, inventions and information to the Customer without delay and assign these to the Customer together with all related intellectual property rights.
- 15.5 The Contractor shall indemnify and hold the Customer harmless against any and all third party claims alleging infringement of their intellectual property rights (such as, but not limited to patent rights, trademark rights, design rights, trade secrets or copyrights) by the products of services supplied by the Contractor. Contractor shall indemnify Customer for all damages caused by his utilization.

16. Third-party performance

- 16.1 The Contractor shall perform his services in a completely free and independent manner and is at all times responsible for his actions. The Contractor shall not be subject to any mandatory instruction, regulation or order from the Customer for realization of his services. There shall be no relationship of subordination between the Customer and the Contractor or any of his employees.
- 16.2 The tasks carried out by the employees of the Contractor shall be performed under the responsibility and supervision of the Contractor at all times.
- 16.3 The Contractor shall be able to freely choose free time, though shall be obliged to take Customer's general holiday periods into consideration for the organisation of his services. The Customer shall send this information to the Contractor's central contact partner as soon as such a period is known.
- 16.4 Where necessary for the provision of services/delivery of goods, the Customer shall grant access to the required information and documents. Customer's personnel can be consulted at reasonable and previously agreed upon times on the subject of organisation as well as the Customer's procedures and working methods.
- 16.5 The Customer shall have the right to require the Contractor's personnel to carry out one or more business trips if the Customer deems this necessary.
- 16.6 The Contractor shall indemnify the Customer for all costs and liability resulting from any legal proceedings regarding a change of status of an employee of the Contractor to an employee of the Customer.

17. Social and tax liabilities

- 17.1 The Contractor shall comply with all statutory provisions related to taxes and social insurance applying to employers.
- 17.2 The Contractor confirms with the acceptance of the Order that no social insurance contributions, wages or taxes are outstanding. After acceptance of the Order and before commencement of the performance of services as well as with the submission of each invoice at the latest, the Contractor must provide proof that no social insurance contributions or wages (Article 35 ff. of the law dated 12 April 1965 on the protection of employees' pay, Article 30a and 30b of the law dated 27 June 1969 on social insurance for employees) or taxes are outstanding (Articles 402 and 403, CIR 92).
- 17.3 Should the Customer discover at the time of payment of an invoice that social insurance contributions, wages or taxes are outstanding, including debts owed to subcontractors, the Customer shall be entitled to make deductions from the invoices and pay, the withheld amounts directly to the revenue and social insurance authorities or subcontractors.
- 17.4 The Customer is entitled to request at any moment proof of payment of the aforementioned obligations. The Contractor shall be obliged to submit such proof within 30 days of the request. The Customer shall have the right to suspend all payments during this period until the requested proof has been received.
- 17.5 The payments made in accordance with the statutory obligations to the revenue or social insurance authorities, the employees of the Contractor, in favour of a subcontractor or with the aim of paying off debts of the subcontractor shall be subtracted automatically from the invoices payable to the Contractor.
- 17.6 The Contractor shall indemnify the Customer against all claims made by a revenue or social insurance authority or by employees of the Contractor or subcontractor for payment of social

insurance contributions, wages or taxes in accordance with the statutory obligations under Article 35 ff. of the law dated 12 April 1965 on the protection of employees' pay, Articles 30a and 30b of the law dated 27 June 1969 and/or Articles 402 and 403 of the CIR (in the applicable version of offer, or if no offer is given, the applicable version during elaboration of contract).

18. Subcontractors

- 18.1 Unless with the prior written approval of the Customer, the Contractor shall not work with subcontractors for realization of the Contract. Approval will be given only for singular subcontractors. Absence of a prior explicit written confirmation is considered to be a substantial default and shall give the Customer the right to terminate the Contract without prior notice, without judicial intervention and without compensation. The Contractor is liable for a compensation for termination of the contract with his subcontractors as well as for any other losses of the Customer.
- 18.2 Furthermore the Customer shall have the right to deny access to the plant to all subcontractors not approved by the Customer. Only the Contractor can be held liable for compensating the subcontractors and the Contractor shall indemnify the Customer for all claims of the subcontractors.
- 18.3 The Contractor will at all times remain fully responsible for the services carried out by subcontractors. If the Customer approves the subcontractor of the Contractor, the Contractor shall ensure that the subcontractor will comply with these General Terms and Conditions of Purchase and the Contract.

19. Foreign employers

- 19.1 Any Contractor, whose place of business is located outside of Belgium, undertakes to follow all applicable laws and regulations both from Belgium as the country, in which the Contractor's place of business is located. Corresponding is valid as long as another legal system is applicable for a part of the Contract, especially for transit of goods or services.
- 19.2 The Contractor shall obtain all permits and documents necessary to perform his services in Belgium. This includes a residence permit, a working permit, Limosa-documents (L1) available at www.limosabe.be and any other documents, proving his membership to a social security insurance fund and the payment of the appropriate contributions. The Contractor shall keep a copy of these documents available for inspection.
- 19.3 The employees shall at least receive a minimum wage as foreseen in Belgium which shall be timely paid by the Contractor in accordance with the applicable law.

20. Set-Off/ right of retention

- 20.1 The Customer shall be entitled to offset any claims or those of his group companies against the assets of the Contractor or one of the with him bounded group companies under the Contract.
- 20.2 Contractor may charge supplementary costs or retain goods against Customer only if his claims are not contested are legally established.

21. Insurance

- 21.1 The Contractor shall take out an unlimited liability insurance policy for the duration of execution of the Contract with common industry-standard conditions.

21.2 At the request of the Customer, the Contractor shall provide the Customer with insurance certificates without delay as proof of compliance with this provision.

22. **Waiver declaration**

Any waiver of the Customer to file an action for breach of contract or to exercise his rights under these General Terms and Condition of Purchase or the Contract shall not be considered as a waiver of the right to file an action for any future breach of contract.

23. **Sustainability (compliance)**

23.1 The Contractor shall meet the sustainability requirements stipulated by the Volkswagen Group in the Code of Conduct for Business Partners (www.vwgroupsupply.com in the version applicable at the time of the offer or, in case there was no offer, in the version applicable at the conclusion of Contract) and containing a.o. stipulations against corruption and money laundering, stipulations regarding import and export controls and free competition).

23.2 The Contractor acknowledges that it has read and approved the sustainability instructions and Code of Conduct for Business Partners set out on the website, as well as the declaration by Volkswagen AG (in the annex or available at www.vwgroupsupply.com , in the version applicable at the time of the offer or, in case there was no offer, in the version applicable at the conclusion of contract).

23.3 The Customer shall have the right of audit in Order to monitor the compliance with aforementioned provision. In Order to achieve this goal, the Contractor shall support the Customer to the best of the Contractors knowledge and belief and provides all documents and information necessary for the Audit.

23.4 Contractor shall inform Customer immediately about all researches du to institutional investigation.

24. **Environmental protection**

24.1 The Contractor undertakes to comply with all regional, federal and European regulations relating to environmental protection.

24.2 In the context of the GHS regulation relating to chemical substances and chemical mixtures, the Contractor undertakes to adhere strictly to the REACH regulation (1907/2006/EU and the CLP regulation (1272/2008/EU).

24.3 The Contractor shall apply best practices for environmental protection in view of saving energy, water and other natural resources, avoiding waste, substances harmful to the ozone layer and reducing the release of greenhouse gases, volatile organic compounds and other substances harmful to health or the environment for the realization his services and his deliveries of goods.

24.4 If the aforementioned conditions are not met, the Customer shall have the option to request improvement or new delivery of the goods (and to return the non-compliant goods), to terminate or cancel the Contract pursuant to Art. 26.

24.5 The Customer shall be entitled to demand compensation for any direct and indirect losses or damages caused by the Contractor and to suspend all payments until the Contract is carried out in a due and proper manner.

24.6 If Contractor has to fulfil an order about CE-regulations (including delivery of CE-devices), Customer's general specifications of Energy shall apply. It's Contractor's duty to ask Customer this documentation.

24.7 If Contractor has to fulfil an order about scrap metal, scrap, taking in charge scrap and/or treat scrap, Customer's general specifications of scrap shall apply. It's Contractor's duty to ask Customer this documentation.

25. IT security guidelines

25.1 If required for the performance of the services the Contractor shall be able to request access to the IT systems of the Customer on a need to know basis, provided a registration was filed in advance on the platform "www.vwgroupsupply.com". Without the registration, it will not be possible to set up access to the necessary IT systems.

25.2 The Contractor undertakes to know and strictly comply with the terms and conditions of Audi—directives of IT Security for Partner Companies, System Developers, System Operators and Administrators (in the versions applicable at the time of the offer or, in case there was no offer, in the versions applicable at the conclusion of Contract) throughout the performance of his activities.

26. Termination

26.1 The Customer shall be entitled to terminate the Contract partially or in a whole without any liability vis-a-vis the Contractor if the Contractor infringes upon any of the terms and conditions of these General Terms and Conditions of Purchase or the Contract, declares that it will not meet its obligations and does not remedy the negligence or default or does not meet his obligations within 10 calendar days after receipt of a registered letter of the Customer, in which the negligence or default is confirmed.

This is especially valid, but not exclusively, in case of repetition of non-conform delivery regarding to agreement or delay of delivery conform point 5.5, in case of violation of point 4.3., 17 or 24, for any violation of confidentiality, data protection of valid internal directives of Customer or in case of refusal of audit as stated in point 23, etc.

26.2 In urgent cases, which are considered discretionarily by Customer, and if Contractor's behaviour is culpably, Customer is entitled to hire a third party on charge of Contractor to execute the contract or to end the Contract. Contractor is not entitled to claim any damages in these cases. Orders fulfilled by third party may not be invoices by Contractor. Contractor loses all rights therefore.

26.3 The Contract can be terminated with immediate effect and without any liability vis-a-vis the Contractor if any of the following or comparable events occur:

- a) the Contractor is not able to pay his bills,
- b) the Contractor lodges a voluntary bankruptcy petition, or goes into jurisdictional restructuring,
- c) a bankruptcy petition is submitted against the Contractor,
- d) the Contractor goes into liquidation,
- e) an official receiver is appointed for the Contractor,
- f) the Contractor discontinues its business activity or threatens to discontinue its business activity.

26.4 In case of contract termination given by Customer for above mentioned reasons, Contractor is not entitled to claim any compensation.

27. Services

The present General Terms & Conditions of Purchase are valid for the purchase of goods as well as for the purchase of services.

28. Severability clause

Should any term or condition contained in the Contract or these General Terms and Conditions of Purchase prove to be invalid or unenforceable under a law, regulation or any other legal source, such term or condition shall be applicable as legally allowed. The remaining provisions of the Contract or General Terms and Conditions of Purchase shall remain in force without any restriction.

29. Applicable law

These General Terms and Conditions of Purchase are subject to Belgian law unless otherwise expressly agreed in writing by the parties.

30. Courts of jurisdiction

30.1 In case of a dispute the place of jurisdiction is Brussels.

30.2 If the Customer is the plaintiff, he shall have the possibility to go to any court of his choice within the limits of the applicable law.