



PORSCHE

**Dr. Ing. h.c. F. Porsche Aktiengesellschaft General Terms and Conditions of Purchase
for Work and Labour and/or Other Services
Status 11/2018**

1. Standard conditions

- 1.1 The legal relationship between the Contractor and Dr. Ing. h.c. F. Porsche Aktiengesellschaft (hereinafter "Client") shall be in accordance with these General Terms and Conditions and any other written agreements, including amendments and additions. As well as the written form, the text form and transactions by means of an electronic system provided by the Client shall suffice. Contractor's General Terms and Conditions shall not apply, even if they have not been expressly rejected in specific cases.
- 1.2 The contract shall be based in the following order of precedence on the contract concluded with the Contractor, the particular orders/call-offs including the respective reference documents and these General Terms and Conditions.
- 1.3 Contracts (order and acceptance) and call-offs as well as amendments and additions thereto must be concluded in writing.

2. Ordering, Change Request

- 2.1 If the Contractor does not accept the order within five working days of its receipt, the Client shall be entitled to revoke the order. Call-offs become binding if the Contractor does not object within five working days of receiving the order.
- 2.2 The Client shall be entitled to request changes to the contractual services to a reasonable extent. The Client must come to an agreement with the Contractor in this regard. The Contractor shall advise the effects of changes to contractual services on the remuneration and timeframe without delay. If there is any question of a change in remuneration or completion date, this must be jointly recorded in writing. Otherwise, remuneration and timescale shall remain unchanged.

3. Invoicing and payment

- 3.1 As a basic principle, the Client will settle invoices using the invoicing procedure. Invoices must be submitted by the Contractor exclusively in electronic form as follows:
 - a) Direct submission of invoice via EDI in valid VDA format,
 - b) Free-of-charge entry of invoice via the group business platform www.vwgroupsupply.com => Login => Information => Tools => Financial application (FIN),
 - c) Submission of invoice via a provider specified by the Client.If electronic invoicing is agreed by the contracting parties, the Contractor has to ensure that the original invoices are already created electronically. Information on electronic invoicing and the current EDI guidelines can be obtained under ed-rechnungswesen@porsche.de and under www.vwgroupsupply.com.
- 3.2 In justified exceptional cases and by agreement with the Client's creditor accounts department the Contractor shall submit its invoices in paper form to the following address:
Dr. Ing. h.c. F. Porsche AG, Kreditorenbuchhaltung, Porscheplatz 1, 70435 Stuttgart, Germany.
- 3.3 Invoices must be submitted in a form suitable for checking stating the Porsche Contractor Number, order number, delivery note number, Porsche material number, place of unloading and name of contact in the Client's organization. All necessary invoicing documents must be attached. Invoices must be produced in accordance with German sales tax law. Accounting vouchers in the form of credit notes, debit notes and payment advice notes will be made available to the Contractor electronically via EDI or email or as a download under www.vwgroupsupply.com => Login => Information => Tools => Financial application (FIN). In exceptional cases, they will be sent by post or fax.
- 3.4 When invoicing is carried out on a time and material basis, the invoices to be submitted in accordance with the contract/call-off, or otherwise monthly in arrears, shall mandatorily include particulars of the number of employees that have carried out the invoiced services, the number of days worked by these employees, the daily rate for the employees whose services are the subject of the invoice, the originals of all signed timesheets which are to be produced, and a description of the expenses invoiced. Expenses shall only be reimbursed to the extent agreed in the contract/call-off and, if an all-inclusive rate has not been agreed, only against proof of expenditure.
- 3.5 Payment will be made within 30 days strictly net unless otherwise expressly agreed. This period shall commence on the day on which the invoice is received but not, however, before the agreed delivery date and not before the actual shipment of the goods or the provision of the service and, if appropriate, acceptance.
- 3.6 Payment shall be made by bank transfer.
- 3.7 If deliveries or services are faulty, the Client shall be entitled to withhold payment pro rata by value until orderly completion.
- 3.8 Unless prior written approval is granted by the Client, the Contractor shall not be entitled to assign its claims against the Client or to arrange for such claims to be collected by third parties. If, contrary to Clause 1, the Contractor cedes its claim against the Client to a third party without the Client's consent, the cession shall nevertheless be valid. The Client may, however, make payment to the Contractor or the third party at its own discretion with the effect of discharging its obligations.

4. Provision of services, Obligation to inspect and inform, Subcontractors

- 4.1 The Contractor is obliged to provide the contractual services such that they have the characteristics described in the contract or call-off, including reference documents, and are not subject to defects which nullify or reduce the value or suitability for normal use or the use intended under the contract/call-off. The contractual services shall be provided based on the current state of the art in terms of science and technology, and with due observation of the degree of diligence usual in the industry, but at least with the diligence of a prudent businessman. The relevant statutory and official regulations must be observed. The status at the time of carrying out the respective services shall be definitive. The results of the contractual services must comply worldwide, especially in Europe (geographically), the United States (including California), Canada, Australia, New Zealand, Japan, India, South Africa, Saudi Arabia and Arab Gulf

States, China, South Korea, Hong-Kong, Taiwan, Brazil and Russia with all approval regulations, the applicable safety requirements, and all rules pertaining to testing, the environment (including vehicle emissions and certification requirements as well as information reporting obligations), and identification/labeling.

The Contractor agrees to promptly notify the Client, the California Air Resources Board („CARB“) and the Attorney General of the State of California (the „California Attorney General“) when the Contractor providing, or performing work related to, engine control unit hardware or software has reason to believe that a Defeat Device, as defined in 40 C.F.R. § 86.1803-01 and 42 U.S.C. § 7522(a)(3)(B), has been included in, designed for or requested for a vehicle.

If the subject matter of this contract includes creating or modifying engine control unit software and that is anticipated to be the subject of any filing with CARB, the Contractor agrees to (a) disclose, in the documentation for the software, for; and to (b) maintain a change log of, any feature, that is known or reasonably should be known to detect emissions testing or function as an AECD (Auxiliary Emission Control Device), as defined in 40 C.F.R. § 86.1803-01.

The Contractor shall be obliged to make available to the Client the material composition and formula of the delivery item in full along the structure of the smallest product at an early stage before the start of the inspection process for initial sampling, but at the latest at the request of the Client. Until the end of the delivery relationship, the Contractor is obliged to inform the Client immediately of any changes to the material composition and formula. Depending on the delivery item, the material must be provided in K-CMS (for operating materials, productive and non-productive process materials), IMDS (for parts, operating materials and productive process materials) and CDX (for parts and devices falling under RoHS or WEEE) in the format specified therein. At the request of the Client, the Contractor undertakes to provide a "Letter of Conformity" for the delivery item. The Contractor shall immediately inform the Client of any information and notifications he has made to courts, authorities or other official bodies regarding the material composition and formula of the delivery item. Unless there is an obligation to disclose the material composition/formula to courts, authorities or other official bodies, Contractor and Client shall treat the information confidentially. Upon request, the Contractor shall provide the Client with the results of a random sample of the material composition and formulation carried out by an independent testing laboratory for validation of the data supplied. Furthermore, the Contractor shall support the Client upon request in random sampling tests carried out by the Client himself.

- 4.2 The Contractor shall provide the services at the place defined in the contract or call-off, including reference documents, or in a separate written agreement.
- 4.3 Partial performance shall require the prior written agreement of the Client.
- 4.4 If the Contractor has concerns regarding the intended manner of execution or the materials, studies, preparatory work or documents provided by the Client, these must be advised in writing to the Client without undue delay. The same shall apply if the Contractor is aware or ought to be aware that other information or requirements of the Client are in error, incomplete, not clear or not suitable for execution.
- 4.5 If, while the services are being provided, changes or improvements are seen to be expedient or necessary, the Contractor must immediately inform the Client of this in writing and obtain a decision regarding a possible change to the services.
- 4.6 With justified cause (e.g. in case of non-compliance with agreements, milestones etc. by the Contractor), the Client shall be entitled to check the provision of services by the Contractor during normal business hours and inspect the materials, documents and results which are directly or indirectly associated with the services.
- 4.7 The Contractor is not authorized to have the contractual services, or parts thereof, provided by subcontractors. Exceptions shall require the prior written agreement of the Client.
- 4.8 In all cases, when using subcontractors, the Contractor must observe the relevant laws and regulations, in particular the employment and social security laws. It shall indemnify the Client from all claims by third parties in connection with the use of subcontractors. The Contractor shall be liable for the actions and omissions of the subcontractors as well as for its own actions and omissions.

5. Deployment of staff, Minimum wage

- 5.1 The Contractor shall only employ staff who are qualified technically and on a personal level for carrying out the services and tasks specified in the contract/call-off. The Contractor shall identify to the Client a contact responsible for the contract/call-off, with whom necessary coordinations relating to the subject matter of the contract/call-off are to be made.
- 5.2 The Contractor is obliged to identify staff who are to be in direct contact with the Client (contact persons/representatives) to the Client in writing in advance. The Contractor is required to screen all persons that are deployed on the Client's factory premises to perform owed service before the start of contractual performance. Therefore, the last name, first name, date and place of birth are to be verified against sanctions lists pursuant to Council Regulations (EEC) No. 2580/2001, No. 881/2002 and No. 753/2011 as well as any amendment which has been or will be issued by the European Commission. The check has to be repeated periodically, but at a minimum once per year. The Client has the right to request proof from the Contractor that the appropriate verifications have been performed.
- 5.3 Changes to the Contractor's staff in accordance with Clause 5.2 must be notified to the Client in writing in advance. Clause 5.1 applies in a similar way to the replacement of Contractor's staff. The Contractor shall be responsible for the consequences of changes in its staff in this respect, in particular all costs for replacing staff and the familiarization of replacement staff.
- 5.4 The contractual services shall be provided under the responsible management of the Contractor. The Contractor shall retain sole technical, personal and disciplinary authority for the staff employed by the Contractor within the framework of the subject matter of the contract/call-off.
- 5.5 If foreign staff are employed, the Contractor shall undertake to ensure that they have a valid residence title which entitles them to engage in gainful employment. A valid work permit in accordance with the currently applicable regulations must be presented to the Client on request.

- 5.6 The Contractor shall undertake to pay its employees at least the statutorily prescribed or contractually agreed minimum wage.
- 5.7 Further, the Contractor shall undertake only to employ such subcontractors that likewise contractually undertake to pay at least the statutorily prescribed or contractually agreed minimum wage to their employees.
- 5.8 The Contractor shall place the subcontractors instructed by it under obligation in accordance with Clause 5.7.
- 5.9 In the event of an infringement of the provisions of the Minimum Wage Act (MiLoG), the Contractor shall undertake to comprehensively indemnify and hold harmless the Client from and against any and all obligations associated with such an infringement and also to compensate the Client for any damages resulting from a culpable infringement.
- 5.10 The same obligation shall apply to the Contractor if a subcontractor instructed by him should infringe the provisions of the Minimum Wage Act (MiLoG).
- 5.11 If a claim should be made against the Client by an employee of the Contractor for payment of the statutory minimum wage, the Contractor shall undertake to provide to the Client all information necessary for the defence against the claim and any action for payment. This shall also apply following termination of the contractual relationship between the Client and the Contractor.
- 5.12 The Contractor shall guarantee to place subcontractors instructed by it under obligation in accordance with Clause 5.11 and to pass the necessary information to the Client without delay if an employee of the subcontractor lodges claims against the Client.

6. Dates and deadlines, Penalties

- 6.1 The timescales and effective dates (hereinafter "Milestones") for services and deliveries are defined in the contract/call-off, including reference documents, or in a separate written agreement, and are binding. As soon as one of the contracting parties notices that the agreed Milestones cannot be maintained, it shall inform the other contracting party immediately and provide reasons for the delay. The contracting parties shall jointly discuss the effects of exceeding the schedule and possible remedies. Unless otherwise agreed, the statutory regulations for default shall apply in the event of changes to the time schedule initiated by the Contractor.
- 6.2 The statutory provisions relating to delay shall also apply.
- 6.3 If a penalty for delays which are the responsibility of the Contractor has been agreed in the contracts/call-offs, the Client reserves the right to lodge a claim for damages. The right to demand payment of an agreed penalty shall not be forfeited by the fact that the penalty was not expressly reserved when accepting the delayed delivery. However, the reservation must be declared by the Client at the latest on payment for the delayed service. A paid penalty is to be deducted from claims for damages for delay, if the penalty and the damages are based on the same delay.

7. Force majeure

Force majeure, labour disputes, civil disturbances, action by official bodies and other unforeseeable, unavoidable and serious occurrences shall release the contracting parties for the duration of the problem and, to the extent affected by such occurrences, from their duties to perform. The contracting parties shall, wherever reasonably possible, be required to immediately provide the required information and adjust their obligations to suit the changed conditions in good faith.

8. Acceptance

- 8.1 Where services which are subject to formal acceptance are involved, the Contractor shall notify the Client in writing that its services are complete, hand over the contractual services or make them available for acceptance and arrange an appointment with the Client. If partial acceptances have been agreed, these shall take place under the reservation of final acceptance. If partial acceptances have taken place, the Contractor shall notify the Client in writing that the services are finally complete and request final formal acceptance.
- 8.2 Formal acceptance shall take place within four weeks of receipt of notification of completion to the Client and handover/availability of the contractual services if no appointment for formal acceptance has been arranged. If verification of the Contractor's services necessitates commissioning or putting to use for test purposes, formal acceptance shall not be deemed granted until the tests have been successfully completed. Formal acceptance shall be carried out in writing, usually in the form of a report.
- 8.3 Payment by the Client shall not mean that the contractual services have been formally accepted or that formal acceptance has been waived.
- 8.4 The above provisions shall apply accordingly for staged acceptances.

9. Warranty and limitation period

- 9.1 Claims arising from warranty for defects shall be statute-barred 36 months after transfer of risk or acceptance unless a longer limitation period is provided by law.
- 9.2 In case of defects, the Client shall have the option of requesting that the defect be rectified or the goods or services be replaced or remanufactured. If rectification of the defect is unacceptable to the Contractor, it must supply a defect-free replacement or manufacture a new item. The costs of rectification, including any installation and dismantling costs, shall be borne by the Contractor.
- 9.3 If the Contractor refuses to carry out the rectification, if the rectification is unsuccessful, if the Client does not find it reasonable or if the Contractor does not meet the Client's requirement to carry out the rectification within a reasonable time in the individual case, the Client shall be entitled to make further claims based on defects according to statutory regulations and, in the case of work and labour services, including the right to remedy the defects itself.
- 9.4 Notification of a defect to the Contractor shall suspend the limitation period. If the Contractor is notified of a defect within the limitation period, the Contractor shall forego any defence under the statute of limitations.
- 9.5 The statutory provisions shall also apply.

10. Contractor's liability

The Contractor's liability for damages and product liability shall be based on the statutory provisions.

11. Rights to services and/or work and labour services

- 11.1 As a basic principle, all results which are produced in conjunction with the contract (including test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, CAD data records and other documents) shall be assigned to the Client. The Client shall

be granted free of charge, exclusive, irrevocable, transferable, sub-licensable usage rights, which are unlimited in time, location and content, to all contractual services including the developed software. If the Contractor involves subcontractors, it shall ensure by means of appropriate contractual agreements that the subcontractors also provide the Client with the said results and usage rights. Use of the contractual services by the Contractor or third parties requires the prior written agreement of the Contractor.

- 11.2 The companies of the Volkswagen Group as defined by § 15 of the German Stock Corporation Act (AktG) and the holding companies FAW Automotive Co Ltd, Changchun, People's Republic of China, Shanghai Volkswagen Automotive Co Ltd, Shanghai, China, MAN AG, Munich shall also be entitled to the above rights.
- 11.3 If innovations should be produced in conjunction with the provision of the contractual services (these include, in particular, inventions, suggestions for technical improvement, know-how, and also other individual intellectual and creative services), the Contractor is obliged to notify the Client of this and to provide all documentation necessary for evaluating the innovations. Only the Client shall be entitled to submit applications for proprietary rights. The Contractor shall claim innovations of this kind in relation to its staff without restriction in a timely manner, and support the Client in obtaining proprietary rights, in particular issuing the necessary declarations therefor. If the Client should decline in writing to apply vis-à-vis the Contractor, the Contractor shall then be entitled to apply for appropriate proprietary rights at its own expense. The Client shall be entitled to non-exclusive, free-of-charge and transferable usage rights which are unlimited in time, location and content, to the proprietary rights subsequently granted to the Contractor. The Client and the Contractor shall only bear the commission for employee's inventions for their own employees in each case.
- 11.4 If, on conclusion of the contract, the Contractor's existing proprietary rights are required for the production or use of the contractual services, the Client shall irrevocably be granted non-exclusive, free-of-charge, transferable and sub-licensable usage rights which are unlimited in time and location thereto, for the use of the contractual services by the Client or authorised third parties. Before commencing work, the Contractor shall advise which of its proprietary rights may be important for the contractual services.
- 11.5 The Client shall irrevocably be granted exclusive, free-of-charge and transferable usage rights for all known and unknown types of use to results of the service which are subject to copyright. The Contractor's right of disposal to the models, methods, components, etc., incorporated or developed shall remain unaffected. The usage rights also include the right to commercial exploitation, publication and reproduction as well as the right of dissemination to third parties for possible follow-up contracts.

12. Third-party proprietary rights, Defects of title

- 12.1 The Contractor shall undertake to provide contractual services which are free from third-party proprietary rights. If the rights of third parties would be infringed or if uninterrupted usage of the contractual services would be impaired due to the intended form of the contractual services, the Contractor shall inform the Client without delay. The contracting parties shall then jointly seek an alternative form of the contractual services.
- 12.2 If the proprietary rights of third parties cannot be circumvented when using the contractual services in accordance with the contract, the Contractor undertakes to clarify whether the proprietary rights affected can be used by way of a licence. The Client will then decide whether a licence should be agreed. The contracting parties shall agree the distribution of the costs incurred thereby in the individual case.
- 12.3 If the Contractor does not provide the contractual services free from third-party proprietary rights or if he does not inform the Client without delay of a threatened infringement of rights due to the intended form of the contractual services, it shall be obliged to indemnify the Client from all claims from third parties arising from the infringement of such proprietary rights. This shall not apply if the conflicting proprietary rights were unknown to the Contractor and the Contractor could not be expected to be aware of them even when applying the diligence of a prudent businessman. Further statutory claims and rights remain unaffected.

13. Free and Open Source Software

- 13.1 The Contractor shall not use any "free and open source software," i.e. software that can usually be obtained free of charge and open source (hereinafter referred to as "FOSS"), in deliveries and services for the Client, even if the FOSS's terms of use explicitly permit use of the FOSS.
- 13.2 The Contractor can apply to the Client to use FOSS on a case-by-case basis by
- Sending the complete and correct information on the specific FOSS, including, for example, its precise name and version, all associated terms of licensing and use, the source from which the FOSS is obtained, and copyright notices and author attributions
 - Specifying the reasons for using the FOSS
 - Confirming that a compatibility check on several different FOSS components/licences has been carried out successfully.
- 13.3 The FOSS which the Contractor has applied to use may only be used if the Client has given its prior written approval.
- 13.4 In cases of doubt, the approval shall be effective only for the specific work status of the Contractor's scope of services/deliveries and must be applied for again before new work statuses, versions, updates, upgrades or other deliveries and services are provided.
- 13.5 In using FOSS, the Contractor shall provide deliveries and services such that the contractual service to be provided to the Client or software and systems at the Client are not impaired, in particular by the "copyleft effect" or the "viral effect." FOSS shall also only be used if there is no conflict with the digital signature or the authenticated vehicle programming method of the Client and authentication information, cryptographic keys or other information relating to the software used in the vehicle remain unaffected and in particular do not have to be disclosed to third parties.
- 13.6 If subcontractors are used to fulfil the agreement, they must be obligated to comply with this Section 13.
- 13.7 If the Contractor violates one of the obligations specified in this Section 13 or infringes provisions of the terms of licensing or use of the FOSS used, it shall indemnify the Client and its affiliated companies against claims, damage, losses or costs caused by such violations/infringements and defend them against claims by third parties at the request of the Client. A violation of this Section 13 shall constitute a breach of a cardinal contractual obligation.
- 13.8 The provisions in this Section 13 shall apply accordingly to the use of "open content," i.e. content such as databases, fonts, media and photographs that is usually free of charge, but can be obtained subject to compliance with specific licensing terms.

14. Free-issue items

The Client retains the right to ownership of items free-issued by it. Processing or alteration shall be carried out by the Contractor for the Client. If the free-issue items are processed or mixed with other items which do not belong to the Client, the Client shall acquire joint ownership of the new item in the ratio of the value of the items he has provided to the other processed or mixed objects at the time of processing. If mixing takes place in such a manner that the Contractor's item is seen as the principal item, the Contractor herewith transfers to the Client proportional joint ownership of the principal item. The Client herewith accepts the transfer. The Contractor shall hold the sole or joint ownership free of charge for the Client.

15. Termination and end of contract

- 15.1 If the Contractor is providing a work and labour service, the Client may terminate the entire contract or parts thereof at any time or, in the case of continuous service, only by giving reasonable notice. If the Contractor is not responsible for the termination, its entitlement to remuneration shall be based on the statutory provisions with the provision that the assumption according to § 648 sent. 3 of the German Civil Code (BGB) is limited to 2.5% unless the Contractor provides evidence of a higher amount. If termination occurs for good reason without notice, the Contractor shall only be entitled to remuneration for the services which have been completed and demonstrated up to the time of termination if the use of these services is acceptable to the Client and the services are usable. Otherwise, there shall be no entitlement to remuneration.
- 15.2 If the Contractor is providing a service, the Client may terminate the contract or parts thereof at any time. If the termination is based on an action by the Contractor which contravenes the contract and which is the responsibility of the Contractor, or if the Contractor itself terminates the contract without being prompted to do so by an action by the Client which contravenes the contract, only those services which have been provided up to then in accordance with the contract and which have been completed and demonstrated shall be remunerated as long as these can be used by the Client. The Client's right to claim for damages remains unaffected. If the reasons for the termination are not the responsibility of the Contractor, the Client shall reimburse the expenses which can be shown to have been incurred and which result directly from the contract, including the costs arising from commitments which cannot accordingly be resolved. The Contractor shall not be entitled to further claims for performance or for damages in the event of termination.
- 15.3 The rights to the results achieved up to the point of termination shall transfer to the Client in accordance with Clause 11.
- 15.4 On completion of the service agreed in the purchase order or following a termination, without prompting, the Contractor must hand over all results of the services as well as the documents including parts, samples and digital data media loaned to it by the Client. A right of retention to these documents shall only apply on account of undisputed or legally binding claims arising from the same legal relationship.
- 15.5 Any notice of termination must be given in writing.

16. Confidentiality, Information security

- 16.1 The Contractor shall treat all commercial and technical details which are not common knowledge and to which it becomes party in the context of the business relationship as trade secrets.
- 16.2 Drawings, models, templates, samples and other similar items which are the property of the Client may neither be supplied nor in any other way made accessible to unauthorized third parties. Such items may only be reproduced where such reproduction is essential to meet operational requirements and if permitted by the applicable copyright provisions.
- 16.3 Subcontractors shall be placed under a corresponding obligation.
- 16.4 The Contractor may only refer to the business relationship in advertising with the prior written consent of the Client.
- 16.5 The Contractor undertakes to take the current state-of-the-art measures to protect with immediate effect all of the Client's information and data against unauthorised access, manipulation, destruction or loss, prohibited transmission or any other prohibited processing or other misuse. The full range of current recognized state-of-the-art precautions and measures must be taken to back up Client data and to ensure that data stocks are at all times archived and can be restored in compliance with the law and at no risk of loss. On request of the Client, the Contractor is obliged to have a TISAX assessment (www.tisax.de) carried out with the TISAX assessment scope specified by the Client. Also, the Contractor should make the result available to the Client within a reasonable period of time.

17. Data Protection, Attribution of data

- 17.1 In case the Contractor has access to personal data while performing the contract, the Contractor shall observe all applicable laws and regulations on data protection and privacy. In particular, the Contractor shall only process personal data as required by the contractual obligations (specification of purpose), shall make sure that the Contractor's employees only have access to personal data to the extent strictly required, and shall commit the Contractor's employees to data secrecy in writing as well as instruct the Contractor's employees on applicable laws and regulations on data protection and privacy and submit proof to the Client upon request. In case of commissioned data processing by the Contractor on the Client's behalf, the parties shall – before the Contractor receives access to the personal data from the Client – execute the required data protection agreement that the Client provides in the respective context (particularly an agreement on commissioned data processing). The Contractor warrants that the processing of personal data that are allocated to the Client or the Client's customers is only conducted in the territory of the Federal Republic of Germany, a Member State of the European Union or a Member State of the Agreement on the European Economic Area. Derogations from this provision shall be agreed upon by the Client and the Contractor in writing.
- 17.2 The Contractor acknowledges that all data created at the Client, the Contractor, the end customer or another third party from or in connection with use of the subject matter of the agreement shall be attributed to the Client, if the end customer or another third party is not entitled to it under prevailing law. The Contractor shall not claim ownership of or any other rights to this data and shall not use the data in particular for big data purposes, such as for collecting data, creating databases or conducting data analyses. The right of the Contractor to use the data for fulfilling this agreement, where it is required for that purpose, shall remain unaffected.

18. Compliance and sustainability

- 18.1 The Contractor shall take all necessary and appropriate measures to combat corruption and avoid

any other violation of the law, in particular violations of the provisions against antitrust law, competition law, environmental protection law, customs law, foreign trade law and of employees' rights. The Contractor shall take the appropriate organizational (including, but not limited to, appropriate legal or contractual) measures to prevent his legal representatives, employees, sub-contractors, consultants or other third parties acting on his behalf from becoming liable to prosecution for committing or failing to act in light of, for example, bribery, corruptibility, granting of undue benefits, acceptance of undue benefits, money laundering, fraud or embezzlement.

- 18.2 In the event of an infringement of these obligations relating to the performance of this contract, or if sufficient reason exists to suspect such an infringement in relation to this contract, the Contractor must inform the Client without undue delay and inform him which measures he is taking to remedy such infringement and prevent future violations. If the Contractor fails to inform the Client without undue delay or to take appropriate remedial measures within 60 days of learning of the situation, the Client shall be entitled to terminate the relevant contract without notice or to end the entire business relationship immediately.
- The Contractor shall indemnify, defend, and hold the Client, its directors, officers, agents and employees harmless from any and all claims, causes of action, losses, damages, liabilities, costs and expenses, including attorneys' fees, to the extent arising from any breach of the obligations under this section; provided, however, that Contractor shall not be obligated to indemnify, defend, or hold harmless the Client to the extent arising from negligent or intentionally wrongful acts of the Client or anyone for whom the Client is responsible.
- 18.3 The "Requirements of the Volkswagen Group regarding sustainability in its relationships with business partners (Code of Conduct for Business Partners)" available at www.vwgroupsupply.com also apply.
- 18.4 If the Client or the public authorities require access to the production process and/or the service provision process and to the Contractor's documents and processes related to an order for the purpose of verifying certain requirements, the Contractor shall undertake to allow such a verification and/or audit in its domain and to provide all reasonable support.

19. General provisions

- 19.1 If one of the contracting parties suspends payments or if application is made to instigate insolvency proceedings against its assets or for out-of-court settlement proceedings, the other contracting party will be entitled to revoke the portion of the contract not yet executed. This shall also apply accordingly if the economic position of a contracting party deteriorates in such a way as to seriously affect fulfilment of the contract.
- 19.2 If one of the provisions of these terms and of additional agreements are or become ineffective, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to negotiate in good faith a rule which replaces the ineffective provision.
- 19.3 The law of the Federal Republic of Germany shall apply exclusively. The application of the terms of UN Trade Law (United Nations Convention on Contracts for the International Sale of Goods) of April 11, 1980 shall be excluded.
- 19.4 The place of performance is the Client's registered office. Alternative provisions may be agreed for the delivery itself.
- 19.5 The exclusive court of jurisdiction shall be the Client's registered office; however, the Client retains the option of lodging claims with the court at the location of the Contractor's registered office.
- 19.6 These General Terms and Conditions are produced in German and English. In the event of contradictions and discrepancies between the German and the English version the German version shall prevail.