

**General terms and conditions of purchase for cleaning services, VW AG /
general purchasing division (current as of 1 May 2018)**

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General terms and conditions of purchase for cleaning services, VW AG / general purchasing division
(Current as of 1 May 2018)

1. Validity of the contractual conditions / contractual elements

1.1

These conditions shall supplement the general terms and conditions of purchase, VW AG / general purchasing division.

1.2

The contractual elements shall appear in the following order of precedence, this as far as available and not otherwise agreed:

1.2.1

- the VW order description

1.2.2

- the negotiation records in chronological order

1.2.3

- these terms and conditions of purchase

1.2.4

- the general terms and conditions of purchase / general purchasing

1.2.5

- the operational resources guidelines
1.01

1.2.6

- the service request or service description (with particular, but not exclusive reference to the specifications) issued by VW

1.2.7

- the relevant general recognised technological guidelines, particularly the relevant DIN provisions

2. Regulations relating to service provision

2.1

The service provision shall constitute the completion of the order-related cleaning services in a complete, specialist manner on the due date.

2.2

The contractual partner shall provide all the employees required to perform the services in question. The contractual partner shall be obliged to only employ reliable employees for this purposes, and shall provide VW with proof of their reliability by carrying out extensive checks prior to delegating cleaning services and by providing its employees with sufficient instructions and monitoring them while they perform the duties in question.

In the event that subcontractors are used to perform the required cleaning services, this in exceptional cases with VW's prior written permission, the contractual partner shall be obliged to make a written agreement with the subcontractor in which all the obligations incumbent upon the former in relation to VW's order are transferred to the subcontractor in question.

2.3

The contractual partner shall be obliged to provide all the machinery, equipment, cleaning and care products required to carry out the cleaning services. Only those machines, equipment and products, etc., which comply with public, legal and contractual regulations and provisions may be used in order to perform the services in question. The contractual partner shall guarantee that the cleaning procedures and cleaning materials used by it shall not pose any danger of personal or health-related injury to individuals. Furthermore, the contractual partner shall guarantee that the cleaning procedures and cleaning materials used by it shall not result in any indirect or direct damage to the objects or surfaces cleaned, this in its capacity as a specialist contractor.

2.4

The contractual partner, its employees and any subcontractors employed by the

former with VW's prior agreement shall not be allowed access to VW's business processes, commercial documentation or files. Furthermore, the contractual partner, its employees and any subcontractors employed by the former with VW's prior agreement shall not be permitted to use any of VW's facilities, with the exception of the sanitary facilities.

The contractual partner, its employees and any subcontractors employed by the former with VW's prior agreement shall be obliged to hand in all objects found in the areas to be cleaned to VW or to one of VW's offices.

2.5

The contractual partner shall be obliged to replace specific employees or all employees deployed in a specific area / premises at VW's justified request. This action may, for example, be justified in the event that a criminal offence relating to VW's assets, its employees or contractual partners occurred in the area / premises in which the employee or employees in question were deployed, and that it is impossible to exclude a connection with the cleaning services carried out by the contractual partner's employee(s), or in the event that parts or all of the required cleaning services are not carried out in accordance with the order-related specifications in specific areas / premises, and this repeatedly. This regulation shall also apply to any subcontractors commissioned by the contractual partner with VW's prior permission.

2.6

VW shall be entitled to alter the scope of services, including the manner of their execution and the time of performance, and to issue alternative instructions. The contractual partner shall be obliged to perform these alternate services, unless the contractual partner's business is not equipped to perform the said services or this does not prove reasonable on other grounds. The contractual partner shall also be obliged to perform special cleaning services and cleaning services in the wake of construction and painting works and similar services in accordance with the present terms and conditions, insofar as

these are not already included in the scope of the agreed service provision.

If an alteration has an impact on the agreed remuneration, the parties undertake to agree on an adjusted remuneration, taking into consideration any increased or decreased costs, and any impact on the time required to provide the services.