

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

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General terms and conditions of purchase for advertising agency 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

VW's written briefing shall form the basis of the contractual partner's service provision. In the event that the briefing takes a verbal form, this in exceptional circumstances, the corresponding call report shall be deemed a binding part of the procedure documentation.

2.2

The contractual partner shall pass on call reports to VW within three working days of each discussion. The said reports shall prove binding as regards further activities associated with the project in question, this provided that VW does not reject these within an additional seven working days for want of overriding specifications.

2.3

The contractual partner shall provide VW with corresponding written cost estimates prior to commencing all cost-generating activities.

2.4

In principle, the contractual partner shall perform its service provision at its own premises, with the aid of specific staff members employed by the other contractual partner as specified in the agreements in question.

The contractual partner shall commission services to be performed by third parties in accordance with these terms and conditions and with VW's express permission to the said third parties in its own name and on its own account.

2.5

The contractual partner shall take responsibility for the legal safeguarding of the advertising strategies it plans and executes.

The contractual partner shall be obliged to execute the services assigned to him with due commercial care, diligence and expertise to the best of its knowledge, and in accordance with generally recognised advertising principles.

The contractual partner shall be obliged to inform VW of all possible risks recognised

by it in its capacity as a diligent advertising merchant, this without delay.

3. Usage and application rights, third-party rights

3.1

VW shall be entitled to the comprehensive usage and application rights, including the right to amend all the works completed by the contractual partner, this in an unlimited manner as regards location and time, as far as the transfer of these rights is possible in accordance with German law or the circumstances to hand and in the event that it has fulfilled the sum of its obligations in accordance with the order in question. The contractual partner shall be obliged to transfer the said rights in accordance with the aforementioned conditions.

3.2

In the event that the contractual partner makes use of third parties in order to fulfil its service-related obligations to VW, it shall be obliged to acquire the full extent of their usage and application rights, in addition to the right to amend, and to assign these, undiminished, to VW.

3.3

The usage options granted in accordance with figures 3.1 and 3.2, above, shall apply to all media.

3.4

As far as limitations pertaining to the usage and application rights, including the right to amend, shall exist in relation to individual services performed by the contractual partner, the latter shall inform VW of this in a punctual manner prior to the commencement of cost-generating services, and list all possible resultant additional costs in a separate cost estimate in accordance with fig. 2.3 of these terms and conditions.

3.5

The contractual partner may only claim an additional usage fee for VW's altered, extended or revised use of the contractual partner's services as far as this has been

agreed separately between the parties in advance.

3.6

The contractual partner shall guarantee that possible third-party rights arising from and in connection with its order-related services shall not be violated. The contractual partner shall be obliged to indemnify VW from any third-party claims which could be made against it in conjunction with the contractual partner's activities.

In the event that third-party rights arising from and in conjunction with the contractual partner's order-related services are asserted, the contractual partner shall be obliged to obtain the agreement of all parties with legal rights. The contractual partner shall only be entitled to agree a separate fee for the procurement of the legal right holders' agreement in accordance with the above in the event that the additional costs which would result for VW from this undertaking are listed separately in the cost estimate referred to in figure 2.3. This shall not apply in the event that the contractual partner is unaware of the existence of conflicting third-party rights and does not become so until a later date, this through no fault of its own. In this case, the contractual partner shall be obliged to inform VW of these conflicting third-party rights in a punctual manner prior to the execution of all further services, and to await VW's decision in this regard.

3.7

The contractual partner shall be obliged to bear the risks associated with the legal validity of advertising measures. This shall, in particular, apply to those measures which could violate copyright or competition regulations and other relevant laws.

This notwithstanding, the contractual partner shall be obliged to inform VW without delay in the event that it becomes aware of the danger of any such breaches. The contractual partner shall not be liable for those advertising contents which relate to statements pertaining to VW services and products or the ideas and designs provided by the latter. However, in these

cases, the contractual partner shall be obliged to draw VW's attention to any risks which it notices in its capacity as a diligent advertising merchant, and this without delay.

4. Documentation

The contractual partner shall be obliged to keep all documentation (final drafts, copies of films, audio tapes, press proofs, etc.) for two years and to place these at VW's disposal after this period of time. It shall not be entitled to any subsequent remuneration in this regard.