

Bentley Motors Limited – Standard Terms for the Purchase of Services in the field of information technology (IT) and/or electronic information and communication (TK)

1. Definitions

In these Terms and Conditions of Purchase:

- 1.1 "Company" and "We" means Bentley Motors Limited.
- 1.2 "Copyleft Effect" means the use of Open-Source Software which is under a Copyleft Licence and as a result of which any modification of the Software must also be classified as Open-Source Software under a Copyleft Licence.
- 1.3 "Copyleft Licence" means a form of licensing and usage provision for Open-Source Software, which can result in additional software components that are integrated into or connected with the applicable Open-Source Software also being required to be made generally available under the terms of use and licence conditions for the Open-Source Software.
- 1.4 "IT Services" means services in the field of information technology including Software and Hardware Services as well as Infrastructure Services, Support Services and/or Monitoring Services.
- 1.5 "TK Services" means services in the field of electronic information and communication including Infrastructure Services, Support Services and/or Monitoring Services.
- 1.6 "Software" means any and all software supplied in the Software Services.
- 1.7 "Software Services" means the creation and processing of software and software systems, the expansion and amendment of software systems, setting and adjusting software systems and supplying standard software.
- 1.8 "Hardware Services" means the delivery and or supply of hardware systems and setting and or adjusting hardware systems.
- 1.9 "Services" means IT Services and TK Services.
- 1.10 "Infrastructure Services" are all the necessary preparatory services in connection with Software and or Hardware Services and or other services, such as planning, setting up, construction or installation of systems.
- 1.11 "Support Services" means all the essential accompanying services associated with Hardware and or Software Services, and or Infrastructure Services, such as training, consultancy, optimisation, maintenance/servicing.
- 1.12 "Monitoring Services" means the collection of performance and other data about systems and or services as well as producing and communicating reports to the Company in connection with the operation of systems and or with Services.
- 1.13 "Open-Source Software" means any software which is licensed under any form of open-source licence meeting the Open Source Initiative's open source definition at <https://opensource.org/osd> and as modified from time to time.
- 1.14 "Operating Services" means the operation of Hardware and/or Software systems, hosting and management of data and or computer centre operation.
- 1.15 "Systems" include IT systems, IT networks and IT facilities and or data and telecommunications systems, networks, equipment, lines, transmission routes, including software and hardware.
- 1.16 "Contractual Services" include all services agreed on the basis of these conditions.
- 1.17 "Results" are all results of work, which are the subject of the contractual services.
- 1.18 "Items Supplied" include all items, which are to be supplied to the Company by the Supplier in accordance with the Order (hardware, data carriers, documents, documentation, concepts etc.).
- 1.19 "Order" means the supplies and services called off by the Company, including Blanket Orders.
- 1.20 "Blanket Orders" describe (if appropriate, based on our technical, commercial and/or legal tender) the Contractual services, establish the remuneration and, where applicable, other terms of supply and may include a forecast of the quantity of contractual services probably required by the Company. Even if they include a forecast, Blanket Orders do not constitute any obligation on the Company's part to call-off Contractual Services, unless expressly agreed otherwise in writing. The Blanket Order obliges the Supplier to provide the contractual services as the Company calls them off, under the terms of the Blanket Order. Contractual duties, in particular duties of acceptance and/or payment only accrue to the Company at the time of call-off.
- 1.21 "Supplier" means the Supplier named in the Order and any assignee and sub-Supplier permitted under by the Company.

2. Application of Terms

2.1 Subject to any variation under Clause 3.1, these terms are the only terms upon which the Company is prepared to deal with the Supplier and they shall govern the contract to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of an Order, specification or similar document shall

form part of the contract and the Supplier waives any right which it might have to rely on such terms and conditions.

2.2 Unless any terms discussed or arising from any previous course of business between the Company and the Supplier are specifically

incorporated into the Order in writing they shall not form part of the contract.

2.3 Any written acceptance of the Order (unless clearly stated on its face to be a counter offer) or delivery of the Services shall be unconditional acceptance of the Order. Any performance by the Supplier of whatever nature in relation to the matters detailed in the Order

will constitute acceptance of such Order and commencement of the agreement.

3. Variation and Withdrawal of the Order

3.1 No variation or waiver of the Order shall be binding on the Company and the Supplier unless agreed to in writing and signed by an

authorised person on behalf of the Company.

3.2 The details set out on the Order constitute an offer to contract with the Supplier and may be withdrawn by the Company at any time

before the Supplier's written acceptance has been received by the Company.

4 . Supply of Services

4 . 1 The Supplier will do what is reasonable as part of his contractual and legal obligations, properly to provide contractual services and to realize the result agreed in the order. He will apply the current state of the art and the Company's current quality standards, working methods, operating equipment instructions and other standards such as IT safety instructions, which can be downloaded from the internet on

www.vwgroupsupply.com and which the Company will make available to the Supplier on request.

4 . 2 In providing the contractual services, the Supplier will comply with the current best practise with respect to data and system security,

in accordance with the quality level of ISO 9001:2000 and in particular will protect the Company's systems according to the current best

practise against unauthorised access by third parties (e.g. hacking) and against communication of unwanted data (e.g. spam).

4 . 3 The Supplier will check software and data carriers prior to handing them over to the Company with a current virus search program and

will ensure that the software and data carriers do not contain any so-called malware (software with harmful functions), computer virus or worms, Trojan horses or the like.

4 . 4 The Supplier will make available and deploy in good time, carefully selected and trained technical staff and will ensure that the contractual services are made available in good time. A contact / project manager with ultimate responsibility and appointed by the

Supplier will plan, co-ordinate and supervise the provision of the contractual services and of our supplies/assistance.

4 . 5 If producing a result is the subject of the contractual services, then the Supplier will take on as his main performance operation, the

documentation of the contractual services in an understandable technical manner and will provide the Company with sufficiently accurate

information about the status of the contractual services on request.

4 . 6 Software shall always be supplied to the Company with the user documentation and, where this is not standard software, shall include the

source codes and programming documentation.

4 . 7 The Supplier will familiarise himself with the safety, accident prevention and administrative rules, which apply to the location where

the services are performed (in particular in the Company's offices / on our site). These can be downloaded from the Internet on www.vwgroupsupply.com and we shall make them available to the Supplier on request. The Supplier will abide by these rules

and will instruct

the employees deployed and any third parties / sub-Suppliers deployed in accordance with these conditions, concerning their content, prior

to commencing work.

4 . 8 The Supplier is only permitted to access the Company's systems by remote data transmission (RDT) with our express written consent. The

Supplier is then obliged to familiarize himself with the applicable safety directives and concepts, which can be downloaded from the

Internet on www.vwgroupsupply.com and the Company shall make them available to the Contractor on request. The Supplier will abide by these

rules and will instruct the employees deployed and any third parties / sub-Suppliers deployed in accordance with these conditions, concerning their content, prior to accessing our systems.

4 . 9 IT resources made available by the Company may be used by the Supplier and his employees and/or sub-Suppliers solely to perform the

contractual services. Code or passwords must not be stored or passed on; they must be changed after no more than 90 days.

4 . 10 The Company reserves all rights, in particular rights of ownership and copyrights to technical requirement specifications, figures,

drawings, calculations, specimens and other documents made available by the Company to the Supplier; they must not be made available to

third parties without the Company's written consent. Such documents and information shall be used exclusively to perform the contractual

services and shall be returned to the Company on completion of the contractual services, without being requested.

4 . 11 Unless otherwise specified in the Order, the Supplier will perform all the necessary Infrastructure Services without any additional

costs for the Company.

4 . 12 The Supplier will offer the Company, at its request, Support Services under normal market conditions.

4 . 13 The Supplier will perform the contractual services in constant co-ordination with the Company. If, from the point of view of the

Supplier, the content of information or documents communicated by the Company is incomplete or incorrect, the Supplier will immediately

notify the Company of this in writing.

4 . 14 A delivery note, which must bear the order information (Number and date of the order, cost centre), must be enclosed with every delivery.

5. Acceptance

5.1 If the contractual services represent services which are being provided under a contract for services and/or acceptance of the contractual services is to be agreed, then acceptance will be conducted in accordance with the provisions below:

5.1.1 The Supplier will indicate to the Company in writing that the contractual services have been completed and are ready for acceptance.

The Company will check the services within eight (8) weeks following notification; for this purpose a continuous functional test will be carried out as appropriate over ten successive working days under simulated operating conditions. Any defects that occur during the functional test will be recorded in writing.

5.1.2 If the defects are only minor and they only have a negligible effect on the intended use of the contractual services, then we shall declare acceptance. The acceptance of partial services does not limit the Company to claiming defects in partial services already accepted during the overall acceptance, if such defects only become apparent as a result of the interaction of system components.

5.1.3 The Supplier shall immediately rectify defects, which prevent acceptance and will resubmit his services for acceptance.

The above

rules in points 5.1.1 and 5.1.2 apply accordingly to any repeat acceptance.

5.1.4 If necessary, the Supplier has the right and duty to provide subsequent performance on two occasions. This duty of subsequent performance does not change the agreed delivery / execution periods and legal consequences resulting from any delay. If the second attempt

at subsequent performance fails and a reasonable period set by the Company in writing passes without satisfaction, we have the option to

proceed with the work ourselves or have it done at the expense of the Supplier or to withdraw from the contract or terminate it. In the event of a partial withdrawal or termination, the Supplier will only be paid for the contractual services accepted without defect and not

affected by the partial withdrawal, or for contractual services performed after termination, provided such services are of economic benefit

to the Company. The right to compensation or reimbursement of expenses is reserved.

6. Handover or transfer

6.1 If the contractual services represent services under a purchase agreement and/or handover is agreed, then such handover will take place

in accordance with the provisions below:

6.1.1 The Supplier will give notice of handover of the contractual services in writing at least ten working days in advance and will agree

the time and place of handover with the Company.

6.1.2 At the Company's request, the Supplier will submit the contractual services to a functional test under simulated operating conditions

in our presence and will demonstrate that the contractual services comply with the specifications laid down in the order (handover test).

6.1.3 If the defects are only minor and they only have a negligible effect on the intended use we will confirm the handover.

6.1.4 The Supplier shall immediately rectify defects, which prevent confirmation of handover and will resubmit the contractual services in

question for handover. The above rules in points 6.1.1 and 6.1.2 apply accordingly to any repeat handover.

6.1.5 With respect to the Supplier's right to remedy defects, point 5.1.4 applies accordingly.

7. Duty of examination, notification of defects

7.1 If no acceptance or handover test is agreed and if we are obliged by law to carry out an examination and give notice of defects, we

shall notify obvious defects within two weeks of delivery / handover and other defects within two weeks of their discovery.

8. Periods of delivery and execution; consequences of delay

8.1 Agreed periods of delivery and execution are binding. If circumstances occur whereby periods of delivery and execution cannot be

observed, the Supplier is obliged to notify the Company immediately of this in writing. In order for any postponement of periods of delivery and/or execution to be valid, it must be agreed with the Company in writing.

8.2 In the event of periods of delivery and/or execution being exceeded, for which the Supplier is responsible, the Supplier will pay 0.25%

of the agreed net remuneration for each working day that the deadline is exceeded but up to a maximum of 5% of the agreed remuneration.

This represents an estimate of the loss incurred by the Company and does not limit the Company claiming amounts in addition to this if its loss exceeds this amount.

8.3 If the Supplier, for whatever reason, considers itself impeded in performing the contractual services or if the Supplier has indications

that such an obstruction may occur, the Supplier will notify the Company of this immediately in writing and agree appropriate counter-measures with the Company.

8.4 The risk of accidental loss or accidental deterioration of the Results only passes on hand-over or acceptance at the respective

destination named by the Company and, in the case of part deliveries or services, only when the delivery or service has been performed in full.

9. Company's Remedies and Warranty

9.1 If the Supplier fails to perform the Services by the applicable dates, the Company shall, without limiting its other rights or remedies, have one or more of the following rights:

9.1.1 to terminate the Order with immediate effect by giving written notice to the Supplier;

9.1.2 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

9.1.3 to recover from the Supplier any costs incurred by the Company in obtaining substitute services from a third party;

9.1.4 where the Company has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the

Supplier; or

9.1.5 to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the

Supplier's failure to meet such dates.

9.2 These conditions shall extend to any substituted or remedial services provided by the Supplier.

9.3 The Company's rights under this Order are in addition to its rights and remedies implied by statute and common law.

9.4 If software components are handed over by the Supplier as part of software maintenance then any defects in these components as well as

defects in the interaction between the software components and the software serviced, will be rectified in accordance with the rules of the

service contract. If the service contract terminates before the period of prescription for claims for defects expires then we are entitled

to the rights under point 9.1. in full, with regard to such defects.

9.5 The period of prescription for claims for defects (period of warranty) is two years for material defects; if the statutory period of prescription for claims for defects is longer, then the longer period of prescription will apply in its place. The period of prescription starts for contractual services requiring acceptance, at the time of acceptance, and for contractual services requiring handover, on confirmation of handover by the Company; otherwise in accordance with statutory regulations. This also applies to software components,

which are handed over to the Company as part of software maintenance.

9.6 If contractual services are specified for the series (production material), then claims for defects in this respect lapse in the case of

material defects after two years from first licensing of the vehicle or fitting of the replacement part, as a departure from the above

rule, but no later than three years from the time of delivery to the Company.

10. Charges

10.1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect

of the performance of the Services. Unless otherwise agreed in writing by the Company, the Charges shall include every cost and expense of

the Supplier directly or indirectly incurred in connection with the performance of the Services. The prices apply to deliveries "free

delivery address" including packaging, unless expressly agreed otherwise in writing. An obligation to return the packaging only exists if

this has been specially agreed but, at our request, the Supplier will take back the packaging at his expense.

10.2 If payment on a time-basis is agreed in the order, the Supplier will provide his performance records by way of entry documents, which

are countersigned by the Company. The Supplier will submit the entry documents to the Company weekly for counter-signature.

10.3 Travelling and overnight expenses will only be reimbursed if the order expressly provides for this and if the business travel and costs

incurred have been approved by the Company in advance.

10.4 The Supplier shall invoice the Company on completion of the Services. Each invoice shall include such supporting information required

by the Company to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

10.5 In consideration of the supply of the Services by the Supplier, the Company shall pay the invoiced amounts within 30 days of the end of

the month in which the Company receives a correctly rendered invoice to a bank account nominated in writing by the Supplier.

10.6 All amounts payable by the Company under the Order are exclusive of amounts in respect of value added tax chargeable for the time being

(VAT). Where any taxable supply for VAT purposes is made under the Order by the Supplier to the Company, the Company shall, on receipt of a

valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

10.7 If the Company fails to pay any amount properly due and payable by it under the Order, the Supplier shall have the right to charge interest on the overdue amount at the rate of One per cent per annum above the base rate for the time being of HSBC accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Company disputes in good faith.

10.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Company to inspect such records at all reasonable times on request.

10.9 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Company to the Supplier.

11. Taxes

11.1 All taxes of any kind in connection with our payments or of the rightful claimant (in this clause both jointly referred to below as the "Principal"), which are levied by the Supplier in the country where he resides, shall be borne by the Supplier.

11.2 All taxes of any kind concerning payments by the Principal, which are levied in the country where the Principal resides, shall be borne by the Principal.

11.3 Taxes on income, which are levied or withheld in the name and for the account of the Supplier, in the country in which the Principal is resident, in compliance with the double taxation agreement between the country in which the Principal is resident and the country in which the Supplier is resident, shall be borne by the Supplier.

11.4 "Tax" includes all present or future taxes, levies, duties and charges (including interest, penalty payments and other surcharges), which are levied by a public or state administration or tax administration with respect to the contractual payment.

11.5 Prior to making any payment, the principal is obliged to check whether the latter is obliged, according to domestic law in conjunction with the double taxation agreement to withhold the income tax in the name and for the account of the Supplier. In the event that in addition to payments for services, licence and/or other payments are made in one amount, the principal shall check the tax rules separately for each type of payment. If anything has to be withheld, then the Principal has the following obligations:

11.5.1 The principal will notify the Supplier of this requirement without delay.

11.5.2 If the double taxation agreement provides for a reduced rate of tax or exemption from withholding tax, then the principal shall make every effort to ensure that the payment to the Supplier is taxed in compliance with the rules of the double taxation agreement. At the request of the principal, the Supplier will provide any form or document needed to enable the contractual payment to be made at a reduced rate of tax or exempt from tax (as long as the completion, execution or submission of an appropriate form or of the document does not jeopardise the legal or financial position of the Supplier). Any form or document will be processed and completed accurately and to the satisfaction of the principal and will be provided with any necessary confirmation, in so far as this is reasonable and feasible.

11.5.3 The principal will pay the requested amount of withholding tax in full to the relevant authority in the name and for the account of the Supplier.

11.5.4 The principal will send the Supplier a proper withholding tax certificate, which documents payment of the withholding tax to the state tax authority. The withholding tax certificate shall clearly show the Supplier as tax payer, the amount of withholding tax and the date the tax is paid. The tax certificate will be completed in the language of the country of the principal or in English.

11.6 In principle, no cross-border services between the Principal and Supplier must be provided unless the Supplier is not resident or has no permanent establishment or subcontractor in the respective country, who can make the payments owed by the Supplier. In all events, in order to commission a subcontractor, the Supplier requires the prior written consent of the Principal.

11.7 This clause will only become legally effective for cross-border services; this clause is irrelevant to domestic business.

12. Ownership and Intellectual Property

12.1 If the subject of the contractual services is the supply or holding in readiness of content / information (content providing) for the Supplier, the Supplier will, at his expense, acquire all the rights of use and intellectual property rights needed to perform the

contractual services, from the originators / right holders or the exploitation companies that manage the rights. The Supplier will indemnify the Company against any claims of third parties, based on the fact that the Supplier has not met this obligation or not met it sufficiently, unless this is not his fault.

12.2 If the Supplier hands over standard software to the Company (including downloads), then the Company will acquire simple rights of use

to it, which are unlimited in time, space and content and which may be transferred or sub-licensed to group companies.

12.3 The Company will acquire exclusive, transferrable, sub-licensable rights of use that are unlimited in time, space and content in respect of all other results, which are the subject of the contractual services (individual software, customized software, documentation, concepts etc.).

12.4 The Supplier will ensure that any employee inventions that arise during the performance of the contractual services, are transferred to the Company free of charge.

12.5 The Supplier will grant the Company ownership of all delivery items handed over to the Company on a permanent basis as they are produced and in their respective state of processing.

12.6 The Supplier undertakes to obtain ownership for the Company of the delivered items, free of third party rights.

12.7 All materials provided by the Company are the exclusive property of the Company and will be kept by the Supplier in safe custody at its own risk and will be returned to the Company at the end of the Order or sooner if required by the Company.

13. Infringement of Rights and Indemnity

13.1 The contractual services shall be free from rights of third parties (including industrial property rights and copyrights) so that use or exploitation by the Company, in compliance with the contract, is restricted or excluded.

13.2 If the Supplier becomes aware that contractual services infringe the rights of third parties, the Supplier will immediately inform the

Company and do everything reasonable in order to establish contractually compliant conditions by acquisition of title. If acquisition of title is impossible, the Supplier will make available a modification to the contractual services that is of equivalent value to the Company

and which does not infringe the rights of third parties (workaround). The workaround is only deemed of equivalent value if there is no or

only minimal restriction in our use of the contractual services. If neither acquisition of title nor workaround succeed within a reasonable

period, we have the right to withdraw from the contract and to demand compensation.

13.3 The Supplier indemnifies the Company against all claims of third parties and hence from associated costs for the infringement of the

rights of third parties, irrespective of the amount. This does not apply if the Supplier is not responsible for infringing the third party rights, in particular because the infringement of rights is based on inadmissible use by the Company of the contractual services according

to the Supplier's conditions of use (e.g. inadmissible connection of software to third party software). In particular, the Supplier is obliged to conduct his legal defence at his own expense. We will support the Supplier in warding off claims by third parties, where necessary, to a reasonable extent, at the expense of the Supplier. We are entitled to conduct the legal defence ourselves, but will co-ordinate this with the Supplier. In this case the Supplier is obliged to bear the necessary cost.

13.4 If contractual services are specified for the series (production material), then the provisions of the Company's purchase order for production material shall also apply in relation to patents.

13.5 The Supplier shall keep the Company indemnified in full against all costs, expenses, damages and losses (whether direct or indirect),

including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Company as a result of or in connection with:

13.5.1 any claim made against the Company by a third party arising out of, or in connection with, the supply of the Services, to the extent

that such claim arises out of the breach, negligent performance or failure or delay in performance of the Order by the Supplier, its

employees, agents or subcontractors; and

13.5.2 any claim brought against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out

of, or in connection with, the receipt, use or supply of the Services.

13.6 For the duration of the Order and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Order and shall, on the Company's request, produce both the insurance certificate giving details of cover and the

receipt for the current year's premium in respect of each insurance.

13.7 This clause 13 shall survive termination of the Order.

14. Confidentiality

14.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Order, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of the Order.

15. Open-Source Software

15.1 Open-Source Software may only be used in the Software where the Supplier has explicitly confirmed to the Company in writing:

- (a) full details of any and all Open-Source Software components which are contained in the Software;
- (b) full details and copies of any and all copyright notices and licence terms which apply to the Open Source Software;
- (c) that no Copyleft Effect is triggered in the Open source Software;

and the Company has given its written approval to the Inclusion of the Open Source Software in reliance upon such confirmation by the Supplier.

15.2 The Supplier hereby warrants that the information supplied in accordance with clause 15.1 is full and complete and further that no proprietary Software components are covered by the Copyleft Effect.

15.3 Where the use of Open-Source Software is agreed pursuant to this Clause 15 the Supplier shall ensure that the use of Open-Source Software does not restrict the Company's contractual or intended use of the Software.

15.4 If the Software contains any Open-Source Software included without the Company's written approval under clause 15.1, or if the approval of the Company is based on materially incomplete or inaccurate information, the Company shall be entitled at its own discretion, to:

- (a) request that the Supplier promptly replace the Open-Source Software with equivalent proprietary software at its own cost, or
- (b) terminate this Licence immediately by notice in writing to the Supplier and the Supplier shall then refund the whole of the Charges and any other payments due to the Supplier under the Order.

15.5 This clause 15 shall be subject to the third party provisions and indemnities set out in clause 13.

16. Termination

16.1 Without limiting its other rights or remedies, the Company may terminate the Order with immediate effect by giving written notice to

the Supplier if:

16.1.1 the Supplier commits a material or persistent breach of the Order and (if such a breach is remediable) fails to remedy that breach

within 10 days of receipt of notice in writing of the breach;

16.1.2 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case,

within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

16.1.3 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a

proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme

for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

16.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the

Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other

companies or the solvent reconstruction of the Supplier;

16.1.5 the Supplier (being an individual) is the subject of a bankruptcy petition order;

16.1.6 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such

process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

16.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint

an administrator is given or if an administrator is appointed over the Supplier (being a company);

16.1.8 a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an

administrative receiver;

16.1.9 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the

Supplier;

16.1.10 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect

equivalent or similar to any of the events mentioned in clause 16.1.2 to clause 16.1.9 (inclusive);

16.1.11 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its

business; or

16.1.12 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is

incapable of

managing his own affairs or becomes a patient under any mental health legislation.

16.2 Without limiting its other rights or remedies, the Company may terminate the Order by giving the Supplier 3 months' written notice.

17. Effect of Termination

17.1 On termination of the Order for any reason:

17.1.1 the Supplier shall immediately deliver to the Company all Deliverables whether or not then complete, and return all Company property.

If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected

with this Order;

17.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right

to claim damages in respect of any breach of the Order which existed at or before the date of termination; and

17.1.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18. Audit

18.1 The Supplier shall maintain complete and accurate records relating to all matters relevant to the relationship between the parties

described in the Order including the calculation of Charges and the provision of Services.

Subject always to the confidentiality

provisions of this Order, the Company and/or its appointed auditors (whether internal or external to the Company) shall have the right,

exercisable by fourteen (14) days' prior written notice given to the Supplier, to audit and take copies of such records.

18.2 Any such audit shall take place during normal business hours, with minimal disruption to the Supplier, and the Supplier shall provide

to the Company and/or its appointed auditors such reasonable co-operation, assistance and access as the Company may require.

The Supplier

may, at its own expense, involve a person from its own auditors (whether internal or external to the Supplier) in such audit. Any such audit shall be conducted at the cost of the Company.

18.3 The Company may exercise its audit right under this clause no more than once in any period of twelve (12) months unless the Company has

reasonable grounds on which to suspect that the Supplier has knowingly over-charged the Company or failed to provide Services in accordance

with the Order, in which case the Company may exercise its rights under this clause at any time without notice.

18.4 The Supplier shall establish the same right of audit in favour of the Company in its contracts with third parties to whom it has

subcontracted the performance of any obligations under this Order with the Company's consent.

19. Anti-Corruption

19.1 Both parties shall:

19.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not

limited to the Bribery Act 2010 ("Relevant Requirements");

19.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if

such activity, practice or conduct had been carried out in the UK; and

19.1.3 have and shall maintain in place throughout the term of this Order its own policies and procedures in relation to the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010 and will enforce them where appropriate.

19.2 Breach of this clause shall entitle the party who is not in breach to terminate this Order forthwith upon written notice to the other.

20. Sustainable Development

20.1 The Company is a member of the Volkswagen Group which has set requirements for sustainable development to be met by its business

partners. These requirements can be found on the portal vwgroupsupply.com under the section Cooperation and sub-section Sustainability.

20.2 The Supplier will at all times during the term of this Order ensure that it is aware of these requirements and will comply with them.

21. Limitation Periods

21.1 The limitation period with respect to claims for defects (warranty period) is three years for defects of title and commences as soon as

we are aware of the defect in title; if we are not aware of this, the period of prescription is ten years and commences, in the case of contractual services requiring acceptance, at the time of acceptance and, in the case of contractual services requiring handover, at the

time of handover confirmation by the Company.

21.2 Liability and other claims are covered by the statutory limitation periods.

22. Data protection

22.1 If the Supplier gains access to personal data in performing the contractual services, he will observe the current data protection

rules, in particular if he collects, processes and/or makes use of personal data exclusively for performing the contractual services; he will commit his employees to maintain data secrecy and instruct them on the data protection regulations to be observed.

23. Subcontractors

23. Transfer of the performance of contractual services to third parties by the Supplier requires our prior written consent, which may not

be unfairly refused. The Supplier is permitted to bring in third parties to perform support services, if this has been notified to the Company previously or duly agreed. The Supplier shall pass on to the subcontracted third parties, in writing, the obligations imposed on

him regarding data protection and the maintenance of secrecy and will provide evidence of this on request.

24. Naming references, advertising

24.1 The Supplier may only make reference to the business connection with the Company in advertising or other documents following our prior

written consent. The same applies to the use of our brand names, commercial names and other designations.

25. Export

25.1 If contractual services according to the order are expressly intended for export or the Supplier recognises them as such, then the Supplier is obliged, without additional payment, to include all the necessary details in the delivery documents, so that we can provide the

necessary details and organise the steps to be taken, in accordance with EU and US export control regulations, United Kingdom foreign trade

law and other pertinent customs regulations.

26. General

26.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Order if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party

which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or

circumstances prevent the Supplier from providing any of the Services for more than 4 weeks, the Company shall have the right, without

limiting its other rights or remedies, to terminate this Order with immediate effect by giving written notice to the Supplier.

26.2 Assignment and subcontracting:

26.2.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations

under the Order without the prior written consent of the Company.

26.2.2 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the

Order and may subcontract or delegate in any manner any or all of its obligations under the Order to any third party or agent.

26.3 Notices:

26.3.1 Any notice or other communication required to be given to a party under or in connection with this Order shall be in writing and

shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

26.3.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to

above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

26.3.3 This clause 26.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this

clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Order shall not be validly served if sent by e-mail.

26.4 Waiver and cumulative remedies:

26.4.1 A waiver of any right under the Order is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent

breach or default. No failure or delay by a party in exercising any right or remedy under the Order or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

26.4.2 Unless specifically provided otherwise, rights arising under the Order are cumulative and do not exclude rights provided by law.

26.5 Severance:

26.5.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Order is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Order shall not be affected.

26.5.2 If any invalid, unenforceable or illegal provision of the Order would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

26.6 No partnership: Nothing in the Order is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

26.7 Third parties: A person who is not a party to the Order shall not have any rights under or in connection with it.

26.8 Variation: Any variation, including any additional terms and conditions, to the Order shall only be binding when agreed in writing and signed by Company.

26.9 Governing law and jurisdiction: The Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. November 2013 Issue 1

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