

General Terms and Conditions of MOIA GmbH

1. Applicable Terms and Conditions

The law of the Federal Republic of Germany with exclusion of the unified UN Convention on Contracts for the International Sale of Goods (CISG) shall be applicable to the contracts concluded with reference to the following terms and conditions as well as to their formation, validity, interpretation and execution in addition to all additional legal relationships existing between the parties unless otherwise stipulated on an individual basis.

Should these terms and conditions be applied in a contract concluded with MOIA, they shall also be applicable to additional contracts of the same type which shall be concluded in the future with one of the companies mentioned.

No terms and conditions of the contractor shall become part of the contract, even if their applicability is not explicitly contradicted at the time of the conclusion of the contract. This shall not apply if MOIA explicitly consent to the applicability of the terms and conditions of the contractor. The acceptance of deliveries or services and their payment on the part of MOIA shall not indicate consent to the terms and conditions of the contractor.

Conflicting terms and conditions shall not effect the formation of the contract if the parties have reached an agreement concerning all significant points. In this case, the interpretation shall be based on the concurring provisions of both sets of terms and conditions and otherwise on the provisions of the law.

2. Conclusion of Contracts, Minimum Quantity

In principle, contracts with MOIA shall be concluded in writing. If, by way of exception, a contract is entered into verbally, it must be confirmed in writing by both contractual parties without delay. Minimum purchase requirements for goods or services are only applicable if explicitly agreed in writing.

3. Property Rights of Third Parties

The contractor shall be held liable for ensuring no patent or other property rights of third parties in this country and abroad shall be violated by the delivery or services of the contractor and its utilisation by MOIA.

4. Defective Deliveries and Services – Liability for Defects

Unless otherwise agreed upon with regard to liability for defects, the contractor shall assume liability for the delivery or services being free from defects in accordance with statutory regulations.

5. Quality and Quality Control

In addition to compliance with the agreed-upon technical data and qualities, the contractor shall ensure that the delivery objects or services correspond to the state of the art and fulfil the effective safety, labelling and authorisation regulations, and provide no cause for product liability.

The contractor shall guarantee the technical data, qualities and standards specified in the request without requiring that a specific agreement be made concerning this.

6. Acceptance of Work Orders

The acceptance of a work order has to be carried out formally issuing an acceptance certificate unless otherwise stipulated on an individual basis. This also applies to any partial acceptance.

7. Employees, Minimum Wage Act

The contractor shall ensure that employees deployed by him and any subcontractor are socially insured in accordance with the statutory provisions and that further legal and official provisions as well as provisions by professional associations and collective agreements are complied with. This also includes compliance with the Minimum Wage Act in its current version.

8. Awarding to Third Parties

Transferring the order or parts of the order to third parties by the contractor requires prior written consent from MOIA. Should the delivery and service be performed by third parties, settlement shall be permitted only through the contractor.

9. Prices, Invoicing and Travel Expenses

All prices include value added tax (VAT). The value added tax shall be indicated separately on the invoices. Unless explicitly agreed travel time and expenses will not be compensated.

10. Code of Conduct for Business Partners

Provided that nothing to the contrary is arranged, the valid, most current versions of the contractual conditions at the time of the conclusion of the contract in addition to the requirements of the Volkswagen Group concerning sustainability regarding relationships to business partners (Code of Conduct for Business Partners) shall be a components of the contract. Should they not be enclosed with the offer or the award of contract, they can be found at: www.vwgroupsupply.com.

11. Trade Secrets – Advertising

The contractor shall undertake to treat our orders, assignments and all related business and technical details as trade secrets. In the advertisements of the contractor, the business relationship with MOIA may be referenced only with prior written consent on the part of MOIA. Enquiries shall be addressed to the company headquarters of MOIA that can be found in the commercial registry.

12. Continued Validity in the Event of Partial Invalidity

Should any provision in these conditions be or become entirely or partially invalid, this shall not affect the validity of the remaining provisions hereof.

13. Logo and Trademark

Our logo and trademark as well as part numbers shall be applied to the goods we have ordered when our drawing prescribes this or if we have issued instructions to this effect. The objects labelled in this manner may be delivered only to us. Returned, objectionable goods labelled with our logo and trademark shall be made unusable.

14. Deviating Agreements

Changes to the contract are valid only if they are stipulated in writing. This shall also apply to this stipulation requiring written form.

15. Final Provisions

No claims against MOIA shall be assigned without the prior written consent of MOIA.

The contractor may only offset against claims that are undisputed or legally established.

The place of jurisdiction shall be Berlin to the extent permissible and without prejudice to MOIA's right to take legal action at the headquarters of the contractor as well.

Berlin, August 2019