



PORSCHE

Dr. Ing. h.c. F. Porsche Aktiengesellschaft

General Terms and Conditions of Purchase for Goods, Work and Labour and/or Other Services

Status 08/2022

1. Contractual basis

- 1.1 The legal relationship between Dr. Ing. h.c. F. Porsche Aktiengesellschaft or the company affiliated with it as defined in Section 15 German Stock Corporation Act (AktG) (hereinafter "Porsche") that commissions the services on the basis of these GTC and the Contractor are based on these General Terms and Conditions of Purchase 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 Porsche shall suffice. There are no collateral agreements.
- 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 of Purchase.
- 1.3 Contractor's General Terms and Conditions shall not apply, even if they have not been expressly rejected in specific cases.

2. Ordering and Change Request

- 2.1 Contracts (order and acceptance) and call-offs, as well as amendments and additions thereto must be concluded or made in writing.
- 2.2 If the Contractor does not accept the order within five working days of its receipt, Porsche 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.
- 2.3 Porsche shall be entitled to request changes to the contractual services to a reasonable extent. Porsche 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, Porsche will settle invoices using the invoicing procedure. Unless expressly specified otherwise by Porsche, invoices shall be sent by the Contractor exclusively in electronic form as follows:
 - 3.1.1 Direct submission of invoice via EDI in valid VDA format,
 - 3.1.2 Free-of-charge entry of invoice via the group business platform www.vwgroupsupply.com => Login => Information => Tools => Financial application (FIN),
 - 3.1.3 Submission of invoice via a provider specified.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 edirechnungswesen@porsche.de and under www.vwgroupsupply.com.
- 3.2 In justified exceptional cases and by agreement with Porsche's creditor accounts department, the Contractor shall submit its invoices in paper form to the following address or to another address expressly specified by Porsche:

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 supplier number, order number, delivery note number, Porsche material number, place of unloading and name of contact in Porsche'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 contractual 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 from receipt of invoice 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 or service date and not before the actual shipment of the items or the provision or acceptance of the service.
- 3.6 Payment shall be made by bank transfer.
- 3.7 If deliveries or services are faulty, Porsche shall be entitled to withhold payment pro rata by value until orderly completion.
- 3.8 Unless prior written approval is granted by Porsche (which shall not be unreasonably withheld), the Contractor shall not be entitled to assign its claims against Porsche or to arrange for such claims to be collected by third parties. If, contrary to sentence 1, the Contractor cedes its claim against Porsche to a third party without Porsche's consent, the cession shall nevertheless be valid. Porsche may, however, make payment to the Contractor or the third party at its own discretion with the effect of discharging his obligations.
4. **Provision of services and obligation to inspect and inform**
- 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 contractual services shall be definitive. The results of the contractual services must comply worldwide, in particular in Europe (geographically), the United States (including California), Canada, Australia, New Zealand, Japan, India, Republic of South Africa, GSO States (United Arab Emirates, Saudi Arabia, Bahrain, Oman, Qatar, Kuwait), China, South Korea, Hong-Kong, Taiwan, Brazil, Thailand, Mexico, Russia and EAEU (Eurasian economic Union: Russia, Belarus, Armenia, Kyrgyzstan, Kazakhstan) 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 Porsche, 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 (i) disclose, in the documentation for the software, for; and to (ii) 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 ensure that the delivery items that are the subject matter of this Contract fully comply with the environmental, material and substance requirements defined in VW 91100, VW 91101, VW 91102 and VW 50156. The Contractor must ensure that components, operating supplies and process materials which remain on the vehicle or are intended for the supply of spare parts can be used worldwide in accordance with the respective legal requirements on substances and materials (in particular chemicals, heavy metals, persistent organic pollutants and biocides). The intended uses and legal deadlines must be taken into account. Furthermore, the Contractor shall provide notification about the material composition in accordance with the requirements and deadlines specified in VW 91101 and VW 50156 and shall immediately provide notification of any changes, enquiries by governmental authorities and doubts about worldwide applicability.

- 4.2 The Contractor shall provide the contractual 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 Porsche and must be contractually agreed.
- 4.4 If the Contractor has concerns regarding the intended manner of execution or the materials, studies, preparatory work or documents provided by Porsche, these must be advised in writing to Porsche without undue delay. The same shall apply if the Contractor is aware or ought to be aware that other information or requirements of Porsche are in error, incomplete, not clear or not suitable for execution.
- 4.5 If, while the contractual services are being provided, changes or improvements are seen to be expedient or necessary, the Contractor must immediately inform Porsche of this in writing and obtain a decision regarding a possible change to the contractual services.
- 4.6 With justified cause (e.g. in case of non-compliance with agreements, milestones etc. by the Contractor), Porsche shall be entitled to check the provision of contractual services by the Contractor during normal business hours and inspect the materials, documents and results which are directly or indirectly associated with the contractual services.

5. Provisions of services by third parties

- 5.1 The Contractor is not authorized to have the contractual services, or parts thereof, provided by subcontractors. Exceptions shall require the prior written agreement of Porsche.
- 5.2 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 Porsche 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.

6. Deployment of staff, Minimum wage and deployment abroad

- 6.1 The Contractor shall only employ staff who are qualified both technically and on a personal level for carrying out the contractual services and tasks specified in the purchase order. This also applies should members of the Contractor's staff be replaced. The Contractor shall be responsible for the consequences of changes to its staff in this respect, in particular all costs for replacing staff and the familiarization of replacement staff.
- 6.2 The Contractor shall identify to Porsche a contact responsible for managing the contractual services and this person is the main point of contact for communications with Porsche (representative). The Contractor and Porsche may also appoint more than one representative if the scope and/or complexity of the assignment requires it. The Contractor undertakes to identify representatives to Porsche in writing in advance. Porsche must also be advised beforehand in writing if there is a change of representative.
- 6.3 Before the start of contractual performance the Contractor is required to screen for terrorist activity all persons who are deployed at Porsche's factory premises to perform the contractual service. 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 to the lists of names which have been or will be issued by the European Commission. The check has to be repeated periodically, but as a minimum once per year. Porsche has the right to request proof from the Contractor that the appropriate verifications have been performed. If the contractor is AEO-certified (AEO C/S or at least AEO S), i.e. authorized economic operator, the obligations under section 6.3 are deemed to be fulfilled.
- 6.4 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.
- 6.5 If foreign staff are employed, the Contractor shall undertake to ensure that they have a valid residence permit which entitles them to engage in gainful employment. A valid work permit in accordance with the currently applicable regulations must be presented to Porsche on request.
- 6.6 The Contractor shall undertake to pay its employees at least the statutorily prescribed or contractually agreed minimum wage. Further, the Contractor shall undertake only to employ such subcontractors that likewise contractually undertake to pay at least the legally prescribed or contractually agreed minimum wage to their employees. The Contractor shall place the subcontractors instructed by it under this obligation.
- 6.7 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 Porsche from and against any and all obligations associated with such an infringement and also to compensate Porsche for any damages resulting from a culpable infringement.
- The same obligation shall apply to the Contractor if a subcontractor instructed by him should infringe the provisions of the Minimum Wage Act (*MiLoG*). If a claim should be made against Porsche by an employee of the Contractor for payment of the statutory minimum wage, the Contractor shall undertake to provide to Porsche 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 Porsche and the Contractor. The Contractor shall guarantee to place subcontractors instructed by it under this obligation and to pass the necessary information to Porsche without delay if an employee of the subcontractor lodges claims against Porsche.
- 6.8 Should the Contractor deploy employees abroad on a cross border basis to perform the contractual services and tasks listed in the purchase order, the Contractor undertakes to comply with all obligations for which he is responsible in respect of legislation pertaining to labour, foreign workers, tax and social insurance as well as other obligations relating to national and foreign law. Porsche shall inform the Contractor of the relevant place of performance in good time.
- 6.9 The Contractor shall undertake to comprehensively indemnify and hold harmless Porsche from and against any and all third-party claims resulting from the Contractor's breaches of his obligations pursuant to section 6.8 and also to compensate Porsche for any losses resulting from a culpable infringement.
- 7. Delivery dates, deadlines and contractual penalties**
- 7.1 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.
- 7.2 The statutory provisions relating to delay shall also apply.
- 7.3 If a penalty for delays which are the responsibility of the Contractor has been agreed in the contracts/call-offs, Porsche reserves the right to lodge a claim for damages above this amount. 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 Porsche 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.
- 8. Force majeure**
- Force majeure, lawful labour disputes, civil disturbances, action by official bodies and other unforeseeable, unavoidable and serious external events 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 within the framework of what is reasonable, be required to provide the required information without undue delay and adjust their obligations to suit the changed conditions in good faith.
- 9. Delivery**
- Unless otherwise agreed in writing, delivery shall be made in accordance with DAP (Incoterms 2020) to Porsche's registered office or a place of delivery specified in the Contract or call-off including reference documents.
- 10. Quality and documentation**
- 10.1 On delivery, the Contractor shall cede to Porsche written particulars of the characteristics and the composition of the delivery items where these are required for complying with the requirements of the authorities at home and abroad. The Contractor shall reach an agreement with Porsche regarding the necessity thereof.
- 10.2 If Porsche requests initial samples, the Contractor may only commence production of the delivery items on receipt of written approval by Porsche.
- 11. Acceptance**
- 11.1 Insofar as contractual services are subject to acceptance, the Contractor shall notify Porsche in writing of completion of its contractual services, hand over the contractual services to Porsche or make them available for acceptance. An acceptance date must then be agreed.
- 11.2 It is possible to agree on the acceptance of individual, self-contained parts of the contractual services (partial acceptance) within a contract. Such acceptance is then deemed to be acceptance in legal terms with regard to the partial performance. The Contracting Parties may agree that after completion of all agreed partial acceptances, it is established that contractual performance has been accepted in its entirety.
- 11.3 Unless partial acceptance has been agreed in accordance with section 11.2, a joint assessment of the condition of parts of contractual performance by Porsche and the Contractor during the progress of the project (performance assessment) shall not constitute acceptance in legal terms. As a rule, performance assessments are subject to acceptance in legal terms. The result of the performance assessment must always be documented in writing in a protocol to be signed by both Contracting Parties.
- 11.4 Acceptance shall take place within four weeks of Porsche's receipt of notification of completion of partial or total performance and handover/provision of the contractual services, unless a different date has been agreed. If verification of the contractual services by the Contractor requires commissioning or putting into use for test purposes, acceptance shall only take place after the tests have been successfully completed. The result of acceptance must always be documented in writing in a protocol to be signed by both Contracting Parties.
- 11.5 Payments by Porsche do not mean that the contractual services have been accepted by way of partial or total final acceptance or that acceptance has been waived.
- 12. Notification of defects**
- Porsche must notify the Contractor in writing within 14 days of receipt of delivery of any defects in the delivery of items where these involve clearly recognizable defects and transport damage or identity and quantity deviations. In the case of all other defects of items, notification of the defects shall be deemed to be timely if this takes place within 14 days of discovering the defect.
- 13. Material defects**
- 13.1 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.
- 13.2 In case of defects, Porsche shall have the option of requesting that the defect be rectified or the items 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.
- 13.3 If the Contractor refuses to carry out the rectification, if the rectification is unsuccessful, if Porsche does not find it reasonable or if the Contractor does not meet Porsche's requirement to carry out the rectification within a reasonable time in the individual case, Porsche 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.
- 13.4 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.
- 13.5 The statutory provisions shall also apply.
- 14. Contractor's liability**
- The Contractor's liability for damages and product liability shall be based on the statutory provisions.
- 15. Rights to the services and/or work contracted for**
- 15.1 Porsche shall be basically entitled to all results arising in the context of the order (including test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, CAD data sets and any other documents). Porsche shall be granted free of charge, exclusive, irrevocable, transferable and sub-licensable rights of use, unlimited in terms of time, place and subject matter, to all contractual services, including the developed software. Insofar as the Contractor engages subcontractors, it shall ensure by means of appropriate contractual agreements that the subcontractors also make the aforementioned results and rights of use available to Porsche. Any use of the contractual services by the Contractor itself or third parties shall require the prior written consent of Porsche.
- 15.2 The companies of the Volkswagen Group within the meaning of § 15 of the German Stock Corporation Act (*AktG*) and the affiliated companies FAW Automotive Company Ltd, Changchun, People's Republic of China, Shanghai Volkswagen Automotive Company Ltd, Shanghai, China, MAN AG, Munich shall be also entitled to the above rights.
- 15.3 Insofar as innovations (including, in particular, inventions, technical improvement proposals, know-how, but also other individual intellectual and creative achievements) arise in the course of the provision of the contractual services, the Contractor shall be obliged to inform Porsche thereof and to submit all documents necessary for the evaluation of the innovations. Porsche is solely shall be entitled to file applications for industrial property rights. The Contractor shall make timely and unrestricted claims to such innovations vis-à-vis its employees and shall support Porsche in obtaining the property rights, in particular by making the necessary declarations. Should Porsche waive its right to file an application in writing vis-à-vis the Contractor, the latter shall be entitled to file an application for the respective industrial property right at its own expense. Porsche shall be entitled to a non-exclusive, royalty-free, transferable right of use, unlimited in terms of time, place and subject matter, in respect of these property rights subsequently granted to the Contractor. Porsche and the Contractor shall each bear the employee invention compensation only for their own employees.
- 15.4 Insofar as industrial property rights of the Contractor already existing at the time of entering into the contract are required for the creation or exploitation of the contractual services, Porsche shall be irrevocably granted a non-exclusive right of use, unlimited in time and place, free of charge, transferable and sublicensable, for the exploitation of the contractual services by Porsche or by appointed third parties. The Contractor shall inform Porsche prior to commencement of work, which of its industrial property rights may be relevant for the contractual services.
- 15.5 Porsche shall be irrevocably entitled to the exclusive, free of charge and transferable right of use for all known and unknown types of use for performance results that are eligible for copyright. The Contractor's right to dispose models, methods, building blocks, and the like brought in or developed by him shall remain unaffected. The right of use also includes the right to economic exploitation, publication, duplication, and the right to pass on to third parties for possible follow-up orders. This right includes all types of use, in particular the right of Porsche (or a third party) to reproduce the results permanently or temporarily by any means or in any form, including downloading, displaying, running, transmitting and storing, to replay them publicly by wire and wireless means, including making them publicly available in such a way, in such a way that members of the public may access it from a place and at a time of their choice, to publish and distribute (including to rent, sell or otherwise exploit) in any medium in tangible or intangible form, to exploit, translate, adapt, arrange or otherwise transform and to use online in all communication networks and user equipment. This right to use or have used the contractual services and their results also extends to all unknown types of use. The aforementioned rights of use cover all stages of development, including the source and object code.
- In the case of software and know-how, the aforementioned right of use may be sublicensed by Porsche without any restriction to the extent necessary for unrestricted use of the contractual services and their results and may otherwise be sublicensed to third parties for Porsche's own purposes as well as to affiliated companies of Porsche for their own purposes.
- 16. Industrial property rights, rights of third parties and legal defects**
- 16.1 The Contractor undertakes to provide a contractual service that is free of third-party industrial property rights. The Contractor shall inform Porsche without delay if the intended design of the contractual services infringes the rights of third parties or impedes the undisturbed use of the contractual services.
- The Contractor shall be obliged to take the necessary steps at its own expense in order to ensure that the contractual service can be obtained by Porsche without such a breach.
- 16.2 Insofar as third-party industrial property rights cannot be circumvented in the contractual use of the contractual services, the Contractor undertakes to clarify whether the concerned industrial property right can be used under a license. Porsche may decide whether a license should be agreed.

- 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 Porsche and the Contractor in writing.
- 23.2 The contractual services must be provided in compliance with the requirements for data protection by design and by default (Article 25 General Data Protection Regulation (DSGVO)), to the extent that these requirements are applicable to the contractual services. In this case, the Contractor will provide Porsche with documentation of implementation of these requirements upon request and ensure that the principles relating to processing of personal data (Article 5 General Data Protection Regulation (DSGVO)) can be fulfilled during the intended use of the contractual services.
- 23.3 The Contractor acknowledges that all data created at Porsche, 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 Porsche, 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.
- 24. Compliance and sustainability**
- 24.1 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 and 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.
- 24.2 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 Porsche without undue delay and inform Porsche which measures he is taking to remedy such infringement and prevent future violations. If the Contractor fails to inform Porsche without undue delay or to take appropriate remedial measures within 60 days of learning of the situation, Porsche shall be entitled to end the entire business relationship by extraordinary termination immediately.
- 24.3 The Contractor shall indemnify, defend, and hold Porsche, 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 the Contractor shall not be obligated to indemnify, defend, or hold harmless Porsche to the extent arising from negligent or intentionally wrongful acts of Porsche or anyone for whom Porsche is responsible.
- 24.4 If Porsche or a public authority requires access to the production process and/or the service provision process and the Contractor's documents and processes related to an order in order to verify compliance with specific requirements, the Contractor shall allow such an evaluation and/or audit in his division and provide all reasonable support.
- 24.5 The "Requirements of the Volkswagen Group Regarding Sustainability in its Relationships with Business Partners (VW Code of Conduct for Business Partners)" available at www.vwgroupsupply.com also apply if contracted through VW Group Supply platforms "Star" and "Globe". In all other cases, the terms and conditions of the Porsche Code of Conduct for Business Partners available at www.porsche.com/compliance/overview apply in addition.
- 25. General provisions**
- 25.1 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.
- 25.2 The place of performance for the contractual services of the Contractor is the registered office of Porsche. Something else may be agreed for the delivery.
- 25.3 If one of the provisions of these terms and conditions of purchase 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. The same shall apply in the event of a lacuna.
- 25.4 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.
- 25.5 The exclusive court of jurisdiction shall be Porsche's registered office; however, Porsche retains the option of lodging claims with the court at the location of the Contractor's registered office.
- 25.6 These General Terms and Conditions of Purchase 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.