



PORSCHE

Dr. Ing. h.c. F. Porsche Aktiengesellschaft General Conditions for the Supply of Spare Parts

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1. Standard conditions

- 1.1 The legal relationship between the Supplier and Dr. Ing. h. c. F. Porsche AG (hereinafter the "Purchaser") with regard to spare parts shall be in accordance with the Purchaser's procurement terms and in addition in accordance with these conditions 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 the Purchaser shall suffice. The Supplier's General Terms and Conditions shall not apply, even if they have not been expressly rejected in specific cases.
- 1.2 The contract shall be based in the following order of precedence on the supply contract concluded with the Supplier including the respective reference documents and these conditions for the supply of spare parts of the Purchaser.

2. Supply of spare parts

- 2.1 The supplier shall undertake to provide the Purchaser or a module/system supplier designated by the Purchaser with spare parts, which comply with the agreed quality requirements for the series, during the term of the contract and also after the end of series production over a period of 15 years. The Purchaser's specific quality formula ("Formel Q-konkret") and the quality requirement specifications ("Q-Lastenheft") also contain regulations relating to spare parts. Compliance therewith must be ensured by the Supplier.
- 2.2 On expiry of the agreed term of supply, the Supplier shall quote the Purchaser for a final production run to cover an additional period of time. The scope and the time of supply call off shall be determined by the Purchaser. In this regard, the Supplier shall request the Purchaser in writing to place a "last order" in good time before the end of the delivery period. The scope and the time of supply call off shall be determined by the Purchaser.

3. Production of spare parts

Unless otherwise agreed, the Supplier shall use original tools for the production of spare parts. If the Supplier obtains components for spare parts from third parties, he shall place these third parties under a corresponding obligation.

4. Costs

- 4.1 Spare parts must be supplied at the production price during series production. Agreed reductions of the production price shall also be applied to components which are identical to series production components in the supply of spare parts.
- 4.2 In the case of assemblies/modules which are dismantled for the purpose of supplying spare parts, the total of the spare parts prices of the individual components must not exceed the production price of the assembly/module. Quotations for parts which are applicable to production must be justified by sufficiently detailing the assembly (CBD). Price reductions agreed for series production assemblies/modules must basically be applied in the same manner to the spare parts prices for the individual components which are applicable to series production.
- 4.3 At the end of series production, the production prices minus costs apportioned over the production period shall apply unless separately agreed.
- 4.4 Any additional costs for individual packaging or additional expenses specific to the spare parts must be identified separately by the Supplier. A separate agreement must be reached relating to the reimbursement of such costs.

5. Arrangements

- 5.1 The Supplier or his sub-supplier shall agree the arrangements for the supply of spare parts (delivery call off, type of dispatch, packaging etc.) with the Purchaser's responsible department.
- 5.2 If requested, and by agreement with the Purchaser, spare parts shall be supplied in special individual spare parts packaging.

6. Warranty and liability

- 6.1 Warranty and liability for spare parts shall be based on the General Conditions of Purchase and the statutory regulations.
- 6.2 In the case of delay, the Supplier shall also be liable to the extent of his contribution to the cause of the delay for the consequential costs which occur if vehicles cannot be used due to a shortage of spare parts.

7. Obligation to provide information

The Supplier shall notify the Purchaser without delay of circumstances which could jeopardize an orderly supply of spare parts over the period stated under Clause 2.1.

8. Modification of components

In the event of modifications to components which have been approved and are in serial use, retrospective exchangeability must be guaranteed. If this should not be possible for technical reasons, ongoing availability of the parts in their original state must be ensured.

9. General provisions

- 9.1 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 jeopardize fulfilment of the contract.
- 9.2 If one of the provisions of these terms 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.
- 9.3 Unless otherwise agreed, 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.
- 9.4 The place of performance is the Purchaser's registered office. Alternative provisions may be agreed for the delivery itself.
- 9.5 The exclusive court of jurisdiction shall be Stuttgart; however, the Purchaser retains the option of lodging claims with the court at the location of the Supplier's registered office.
- 9.6 These General Conditions for the Supply of Spare Parts are produced in German and English. In the event of contradictions between the German and the English version the German version shall prevail.