



PORSCHE

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

Status 04/2024

The Contractor undertakes to ensure the supply of spare parts to Dr. Ing. h.c. F. Porsche AG (hereinafter: "Porsche") for the scope of components, for which supply contracts exist, in particular Nomination Agreements, in accordance with the following conditions.

1. Applicable Conditions

- 1.1 The legal relationship between Porsche and the Contractor with regard to spare parts are governed by these Terms and Conditions and any other written agreements, including amendments and additions and in addition by the Terms and Conditions of Purchase for Production Material. Furthermore, with regard to the use of special equipment, Porsche's Terms and Conditions of Purchase for Special Equipment apply.
- 1.2 The Contractor's General Terms and Conditions shall not apply, even if they have not been expressly rejected in specific cases.
- 1.3 The contract shall be based in the following order of precedence on the supply contract concluded with the Contractor including the respective reference documents and these Terms and Conditions.
- 1.4 The Contractor must ensure that it complies in a suitable manner with all the following provisions, also within its supply chain.

2. Right to Purchase and Production

- 2.1 Porsche reserves the right to purchase spare parts from systems/aggregates/components/modules/assemblies directly from the suppliers. The Contractor is obliged to inform Porsche upon request about the individual parts of the systems/aggregates/components/modules/assemblies and the suppliers.
- 2.2 If Porsche has developed spare parts itself or pays the Contractor's development costs or the Contractor manufactures spare parts with the aid of special equipment, the production of spare parts for third parties requires Porsche's prior written consent.
- 2.3 The Contractor is prohibited from infringing Porsche's property rights (e.g., trademarks, designs, patents, etc.) or from using them without Porsche's prior written consent or to an extent not expressly agreed with Porsche, in particular from manufacturing spare parts to which Porsche's property rights apply for the purpose of supplying third parties or distributing them to third parties without Porsche's prior written consent.

The Contractor is obliged to pay a contractual penalty to Porsche for each case of breach of this prohibition unless it did neither act intentionally nor negligently with regard to the breach. The amount of the contractual penalty will be determined by Porsche at its reasonable discretion. In the event of a dispute, the adequacy of the penalty may be reviewed by a competent court. This will not affect any further-reaching claims and rights which Porsche may have. Any incurred contractual penalty will be offset against any claims for compensation.
- 2.4 The Contractor will use original special equipment for the production of spare parts unless otherwise agreed. If the Contractor procures components of the spare parts from third parties, it will pass this obligation on accordingly.

3. Duty to Mark Products

The Contractor undertakes to mark spare parts in accordance with the drawing specifications and technical delivery conditions. The relevant Porsche trademarks/logos must be affixed in a visible manner to all spare parts in accordance with the specifications. Compliance with the contractually agreed requirements with regard to certifications and statutory markings will be carried out by the Contractor in a cost-neutral manner and proof must be provided upon request.

4. Supply Period

- 4.1 The Contractor must ensure the supply of spare parts during the serial production period as well as for a period of 15 years after the end of the serial production (EOP) also even if no active order from Porsche exists.
- 4.2 If special measures have to be taken during this period to maintain the storage and supply capability for the component (e.g., power supply), these must be controlled and implemented independently by the Contractor. The cost is included in the price of the spare part.
- 4.3 For the supply period pursuant to Section 4.1, compliance with the agreed quality requirements agreed for the series must be ensured by the Contractor. The supply of spare parts to Porsche may only commence after sampling or other approval by Porsche's quality assurance department. The Contractor undertakes in particular, even after EOP, to continue to only produce production equipment and production resources approved by Porsche. Any relocation of production equipment and production resources will require the written approval of Porsche, which may be made dependent on compliance with the processes for relocation specified by Porsche for this purpose [available at "www.vwgroupsupply.com"]. The change of use or scrapping of part specific production equipment and production resources may only take place with the written consent of Porsche, irrespective of ownership.
- 4.4 In good time before expiry of the supply period specified in 4.1, the Contractor will offer Porsche a final production run ("Last Order") in writing. Porsche will determine the scope and the time of the delivery call-off for the Last Order.

5. Pricing

- 5.1 During the current serial production spare parts will be delivered at serial production price. Agreed price reductions for the serial production price will also apply to the serial-identical components

in the supply of spare parts.

- 5.2 For the period after completion of the last component delivery for the serial production (EOP) of a VW Group company, but in any case for a period of at least three (3) years, beginning on 01.01. of the following year, the maximum prices for the supply of spare parts will be the component prices valid at the time of the last serial production period less cost components allocated to the serial production period unless a separate agreement has been made.
 - 5.3 Any additional costs for individual packaging will be shown separately by the Contractor. A separate agreement will be made regarding reimbursement.
 - 5.4 In the case of modules/assemblies which are dismantled for the purpose of supplying spare parts, the total price of the spare parts of the individual components must not exceed the serial production price of the module/assembly and must be reduced by the assembly costs. Quotes for parts for components that apply to serial production must be made plausible by providing sufficient details of the module/assembly by the Contractor (Cost Break Downs, hereinafter: "CBD"). For steps that add value that are specific to spare parts, the cost assumptions valid for the basis project will apply. Any price reductions agreed in the serial production of the module/assembly are to be applied in the same way to the spare part prices of the individual components that apply to serial production.
 - 5.5 At Porsche's request, the Contractor is obliged to identify and provide proof for each commercial claim in detail in the form of the Volkswagen Group CBD. This also applies to all individual components of a module. Upon request by Porsche, the latest serial production must be provided CBD. If the Contractor fails to comply with Porsche's request, Porsche is entitled to reject the commercial claim.
- ### 6. Packaging and Transport
- 6.1 The Contractor or its subcontractor will coordinate the modalities of the supply of spare parts (delivery call-off, shipping method, packaging, etc.) with the responsible Porsche department.
 - 6.2 Upon request and in agreement with Porsche, the spare parts are to be supplied in special packaging for individual spare parts.
 - 6.3 The Contractor shall ensure that, at the time of delivery, all packaging used, including the specific individual spare parts packaging, comply worldwide with all statutory and official regulations applicable to the packaging used.
 - 6.4 The Contractor will ensure that only recyclable packaging material is used that does not breach any environmental protection regulations.
- ### 7. Warranty and Liability
- 7.1 Warranty and liability for spare parts are governed by the individual supply contract and Porsche's Terms and Conditions of Purchase for Production Material.
 - 7.2 In the event of delay, the Contractor will also be liable within the scope of its contribution to the cause of the delay for the costs incurred if vehicles cannot be used due to a lack of spare parts.
 - 7.3 Subject to any statutory or contractual rights of retention, the Contractor's obligations, in particular to supply Porsche in accordance with the contract, will continue to exist without restriction even in the event of ongoing negotiations. If the Contractor fails to comply with this obligation, he shall be obliged to reimburse Porsche for all costs, expenses as well as for damages including lost profits, incurred as a result.
- ### 8. Duty to Provide Information
- The Contractor will inform Porsche without undue delay of any circumstances that may jeopardize the orderly supply of spare parts during the supply period in section 4.1 and, if necessary, offer appropriate measures to rectify the situation.
- ### 9. Modification of Components
- 9.1 For modifications to approved components, retroactive interchangeability must be ensured during the supply period in accordance with section 4.1. If this is not possible for technical reasons, it must be ensured that the spare parts can continue to be delivered in their original condition.
 - 9.2 All costs incurred in connection with modifications for which the Contractor is responsible on the part of both contracting parties will be borne in full by the Contractor. Approval processes must be adhered to.
- ### 10. Drop Shipment and Logistics Strategy
- 10.1 The Contractor undertakes, within the framework of drop shipments, to deliver to any third party designated in writing by Porsche and to optimize the delivery flows on the dates specified.
 - 10.2 Costs incurred in connection with storing a stockpile for final production or storing a transitional stockpile at the request of the Contractor will be borne by the Contractor. This also applies to specific storage requirements due to best-before dates.
 - 10.3 Double numerics within the Volkswagen Group are to be made available on a cost-neutral basis.
- ### 11. General Provisions
- 11.1 In all other respects, Porsche's General Terms and Conditions of Purchase for Production Material in the currently available version apply accordingly.
 - 11.2 These 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.