

General Conditions of Purchase (GCP)

Recitals

These General Conditions of Purchase apply to all purchases of goods or services by Porsche France.

Any deviation from the GCP shall only apply if Special Terms and Conditions are agreed between the parties.

Article 1: Price and Payment

1.1 Porsche France will purchase the goods and/or services sold by the Supplier at the agreed price. The Supplier shall not increase the price without prior written agreement from Porsche France.

1.2 Porsche France recommends the use of electronic invoices (Article 289-VII of the French Tax Code). Invoices and corresponding approved purchase orders shall be sent to the following address: compta.frs@porsche.fr

1.3 Unless otherwise specified, invoices shall be paid in euros, including VAT at the rate applicable on the date the invoice is issued or becomes payable, depending on the service, within 30 days end of month. All invoices must feature the corresponding purchase order number.

1.4 If a dispute arises concerning an invoice, which was the subject of a duly substantiated challenge submitted in writing and not having received a justified response within a reasonable time period, Porsche France has the right to withhold payment until the dispute has been resolved.

1.5 Payments shall be made by bank transfer.

Article 2: Delivery

2.1 Goods and/or services shall be delivered to/at Porsche France's address or the locations indicated in writing by Porsche France.

2.2 The Parties shall expressly agree to the delivery times for goods and/or services, which are binding. In the event of late delivery, the penalties set out in Article 6.2 herein shall apply.

2.3 The Supplier shall bear the insurance and transport costs for the goods and/or services.

2.4 Where the delivery of the goods or performance of the services is delayed or cannot take place for any other reason than force majeure, the Supplier shall immediately give written notice of the reason for the delay to Porsche France.

The Supplier shall propose a new date for goods delivery (and bear any consequences thereof, including financial) or service provision. Porsche France may then exercise its right to terminate or amend the Contract by giving written notice to the Supplier as per Article 6.2 herein.

2.5 The Supplier is solely responsible for any loss of or damage to goods during transit.

If any damage to goods is not immediately apparent after reasonable inspection by Porsche France, Porsche France shall give written notice to the Supplier of any such damage within 24 working hours of delivery.

In that case, Porsche France may terminate or amend the Contract by giving written notice to the Supplier as per Article 6.2 herein.

Article 3: Supplier Quality

3.1 The quality of goods and/or services shall be satisfactory and appropriate to their targeted use or purpose.

3.2 The Supplier shall take out and maintain, with a reputable insurance company, insurance cover for the services the Supplier performs or the goods the Supplier provides and shall declare to its insurer any service performed or goods provided to ensure such goods or services are insured against any risks. The Supplier shall provide Porsche France with a certificate of insurance on request.

Article 4: Transfer of Title and Risk

With regard to goods, title and risk shall pass to Porsche France within 24 working hours of delivery, for deliveries which are fully compliant with the Purchase Order.

Article 5: Cancellation

5.1 Porsche France may amend, reject, cancel, terminate or postpone any ongoing projects or services by giving written notice to the Supplier at least 48 hours before the start of the project or service. The Supplier shall make arrangements to ensure they can respond favorably to such a request as quickly as possible. The Supplier shall confirm acceptance in writing and shall receive compensation for the cost of the work or services already performed and non-reusable based on supporting documentation.

5.2 If the event which forms the subject-matter of this Purchase Order is canceled, Porsche France shall be fully reimbursed the sums already paid and released from all obligations and further payment regarding the event. No compensation or damages may be claimed from Porsche France, with the exception of the cost of the work or services already performed and non-reusable based on supporting documentation.

5.3 If the event is not canceled by public authorities but that Porsche France is obliged to cancel because of circumstances out of its control, including insufficient bookings, participant cancellations, etc., Porsche France shall be fully reimbursed the sums already paid and released from all further obligations regarding any outstanding payments for the event or any compensation.

5.4 Porsche France is obligated to pay the Supplier for any goods and/or services delivered prior to the cancellation, and the Supplier may only demand payment of the amount equal to the goods that have already been delivered or services that have already been performed.

Article 6: Termination and Penalties for Late Delivery

6.1 With the exception of non-performance by the Supplier, the Parties may terminate the Contract by registered letter with acknowledgment of receipt, provided that one month's notice is given to the other party.

6.2 If the Supplier fails to fulfill one its obligations, Porsche France shall be entitled to terminate the Contract 8 days following non response to the receipt or delivery of an initial formal notice sent by registered letter with acknowledgment of receipt.

In the event of late delivery of goods or late performance of services, the Supplier will incur penalties, without prior notice, which will be calculated as follows and shall give rise to a credit note from the Supplier:

- For the delivery of goods: $P = N \times M / 100$

- For service provision: $P = N \times M / 365$

P = Penalties in euros / N = Number of days past due / M = Price of the services or goods undelivered to date.

Porsche France may also take any legal action required to repair the damage it and its subcontractors or partners have suffered.

Article 7: Confidentiality

The Supplier is obligated to safeguard the confidentiality of the information provided to it. The Supplier agrees to take all the necessary measures to prevent the disclosure of the information received via any means and on any media during the fulfillment of an order (goods or services).

It is expressly agreed that the information and facts of which anyone involved in fulfilling the order would have gained knowledge are strictly confidential, unless the information has been made public without fault on the part of either Party.

Article 8: Intellectual property

8.1 Neither Party shall infringe the intellectual or industrial property rights of the other Party.

8.2 The Supplier undertakes not to communicate to anyone whatsoever, or use for the Supplier's benefit or that of a third party, any file, drawing, plan, mold, model, prototype, document or tool which Porsche France has made available to the Supplier, or which the Supplier has produced exclusively on behalf of Porsche France without prior written agreement. Under the performance of the purchase contract or fulfillment of the purchase order, Porsche France shall benefit from a license to use inventions, patents, creations (reproduction, representation and adaptation rights), drawings, models, and trademarks, as well as any other intellectual property rights arising from the performance of the order, on any any media whatsoever. The said license shall be free, unlimited in time or at least limited to the duration of the intellectual property rights, valid worldwide, exclusive and transferable for industrial, commercial or research purposes.

8.3 The Supplier shall take responsibility as a legal entity and shall thereby undertake to hold harmless and indemnify Porsche France from or against all direct or indirect damage caused by a claim made by a third party regarding the intellectual property rights pertaining to the provision of goods or services by the Supplier. The Supplier also guarantees that to its knowledge, the aforementioned rights do not infringe on any third party rights, there are no ongoing disputes, litigations or pre-litigations concerning the aforementioned intellectual property rights, and the rights, in their respective categories, meet the protection criteria provided for in the French Intellectual Property Code. The Supplier undertakes to notify Porsche France of any breach by a third party, which may have come to its knowledge, of Porsche Group's intellectual property rights, or of the intellectual property rights pertaining to the the provision of goods and/or services by the Supplier.

8.4 The names, acronyms and logos of the Porsche brand are protected and belong to the Porsche Group, namely Dr. Ing. H.c. F Porsche Aktiengesellschaft (Porsche AG). These GCP do not grant the Supplier any license or right whatsoever to use the creations, patents inventions, distinctive signs, company name, trade name, brand, or trademarks belonging to the Porsche Group, namely Dr. Ing. H.c.F. Porsche Aktiengesellschaft.

If necessary, in regards of the contract, the supplier agrees that all rights related to softwares such as the ones type Open source, are well respected.

Any use of the Porsche brand with or without the logo, or of the logo by itself, by the Supplier in any form whatsoever and for any reason whatsoever constitutes unlawful use of said brand and an infringement of the rights of the Porsche Group, namely Dr. Ing. H.c.F. Porsche Aktiengesellschaft.

The Supplier undertakes not to engage in any behavior or make any statement that could damage the reputation of Porsche.

Article 9: Data Protection

Each Party is legally responsible for its respective obligations regarding data protection laws and regulations, including Regulation 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as any other national and European statutory or regulatory provisions and all the recommendations, decisions and other standards set out by the French data protection authority - CNIL, or the European Data Protection Board (French "Data Protection Act").

The Supplier warrants that it will comply with any statutory and regulatory obligations incumbent upon it regarding the protection of personal data, and performance of its obligations towards the data subjects.

Either Party may need to process the names of natural persons for the purposes of performing its obligations in the context of the purchase of goods or services by Porsche France.

In accordance with the French Data Protection Act, the persons concerned may contact the Party concerned at the Party's registered address, unless otherwise specified on the personal data collection documents, to exercise their right to question, access, rectification, erasure, restriction of processing, portability and object.

Concerning Porsche France's data processing operations, the persons concerned may exercise their rights or submit any question relating to data protection by contacting:

Porsche France SAS
25-29 Quai Aulagnier
92600 Asnières-sur-Seine, France

The persons concerned may contact the Data Protection Officer for Porsche France at the following email address: rgpd@porsche.fr

Where the processing of personal data is to be carried out by one of the Parties as processor, within the meaning of Regulation 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, on behalf of the other Party as controller, within the meaning of said regulation, such processing shall be governed by a "Data protection agreement on the subcontracting of data processing in accordance with Article 28 of Regulation (EU) 2016/679, otherwise known as the General Data Protection Regulation (GDPR)."

Where the parties jointly determine the purposes and means of processing, as joint controllers, they shall in a transparent manner determine their respective obligations in compliance with Article 26 of Regulation (EU) 2016/679 of April 27, 2016, in particular as regards the exercising of the rights of the data subject and the respective duties of the controllers to provide the information referred to in Articles 13 and 14 of said regulation, by means of an arrangement between them and appended hereto.

The Supplier shall indemnify Porsche France against any claims of any kind which may be made by a data subject or any third party for the breach of data protection laws and regulations or the provisions hereof by the Supplier and/or any of its sub-processors. The Supplier also agrees to indemnify Porsche France and shall be responsible for all the costs incurred by Porsche France in defending its rights, and for any damages or conviction to which Porsche France is exposed following the breach of a contractual provision and/or data protection laws and regulations by the Supplier.

Article 10: Liability, Insurance and Warranty

The Supplier shall perform its services under its own responsibility and under its own organization, and shall not be under any legal subordination of any kind with regard to Porsche France.

The Supplier's employees remain under the exclusive management and responsibility of the Supplier.

The Supplier will be responsible for ensuring that any subcontractors correctly perform their obligations under this Contract.

The Supplier undertakes to take out any appropriate insurance cover required for the performance of this Contract, and to ensure any subcontractors do likewise. The insurance certificates shall be submitted to Porsche France on signature hereof.

The Supplier shall indemnify Porsche France against any legal, pecuniary or other consequence directly or indirectly related to the service performed by the Supplier and the Supplier's subcontractors.

Article 11 - Administrative Documents and Compliance with French Labor Law

In accordance with the regulations currently in force, on signature hereof and every six months thereafter, the Supplier undertakes to visit the "e-Attestations" platform and download the administrative and regulatory documents concerning the fight against concealed work.

The Supplier undertakes to obtain the same guarantees from its subcontractors with respect to regulations currently in force, including the provisions set out in the French Labor Code.

Where a Supplier's employee (solely for companies having their registered office outside of France) or subcontractor is on secondment in France, the Supplier undertakes to comply with and obtain the documents mentioned in Articles L1262-4-1 and L-1262-1 of the French Labor Code, and to download them from the "e-Attestations" platform.

Article 12: Non-Assignability

The obligations (delivery of goods or services) may not be assigned in whole or in part, or assigned in any way whatsoever free of charge or against payment, or subcontracted without the written agreement of Porsche France.

Article 13: Compliance

The Supplier shall take all the necessary and appropriate measures to fight against corruption and prevent any other breach of law, in particular the violation of anti-trust laws, competition laws, environmental protection laws and laws that protect employee rights. The Supplier shall take all the appropriate organizational measures (including legal and contractual measures) to prevent its legal representatives, employees, subcontractors, consultants or any third party acting on its behalf from being exposed to proceedings arising from actions or failings related to, for example, corruption, the granting of undue advantages, the acceptance of undue advantages, money laundering, fraud, or embezzlement.

If a violation of the obligations regarding the performance of this Contract occurs, or if there is reason to believe that such a violation has occurred, the Supplier shall notify Porsche France immediately and state the measures taken to remedy the violation and prevent any future violation. If the Supplier fails to notify Porsche France promptly or take the appropriate measures within 60 days of being informed of the situation, Porsche France will have the right to terminate this Contract without notice or to terminate any professional relationship with immediate effect.

The Supplier shall indemnify, defend and support Porsche France as well as Porsche France's corporate officers, managers, representatives and employees against any claim, action, loss, damage, liabilities, , costs and expenses, including attorney fees, which may arise from a failure to fulfill the obligations under this clause. The Supplier shall not be obliged to indemnify, defend or support Porsche France should the failure arise from negligence or intentional misconduct by Porsche France or any person under the responsibility of Porsche France.

The general conditions of the Porsche Code of Conduct for Business Partners, available from the Porsche France website at: <https://www.porsche.com/france/aboutporsche/overview/compliance/overview>, apply to this Contract.

If Porsche France or any other administrative authority wishes to access the production process and/or process governing the provision of services, as well as any Supplier documents concerning an order, to verify that specific requirements are met, the Supplier shall enable such an evaluation and/or audit of its business activity and provide reasonable support.

Article 14: Procedure for Whistle-Blower Reports

The Supplier undertakes to communicate the following procedure to all its employees:

In accordance with the French Sapin II Act no. 2016-1961 of December 9, 2016 on transparency, anti-corruption and the modernization of the economy, and Decree no. 2017-564 of April 19, 2017 on the procedures for receiving whistle-blower reports within private or public legal entities or state administrations, you may access our whistle-blowing system via our website at:

<https://www.porsche.com/france/aboutporsche/overview/compliance/whistleblower-system/>

This whistle-blowing system is optional. Any abusive use of the whistle-blowing system may expose the reporter to sanctions or proceedings. However, use of the system in good faith, even if the facts subsequently prove to be inexact or do not result in action being taken, shall not expose the reporter to disciplinary sanctions.

Article 15: Electronic Signature

The Parties agree that this Contract may be electronically signed and therefore accept this signature method and any consequences thereof in full knowledge of the facts.

Each Party expressly agrees that in accordance with the provisions of Article 1366 of the French Civil Code, the use of this electronic signature constitutes a declaration of its express consent to be legally bound under this Contract. Each party also agrees that the said electronic signature shall be deemed its valid signature and as evidence in keeping with the aforementioned provisions.

The electronically signed Contract has the same probative force as any document drawn up, received or kept in writing. Each Party acknowledges and warrants that its electronic signature was created under its sole control.

Article 16: Force Majeure

Neither of the Parties may be held liable for non-performance of its contractual obligations as a result of a force majeure event. It is expressly agreed that force majeure events will be those defined under Article 1218 of the French Civil Code, with the understanding, however, that both Parties further agree that force majeure shall also apply to payment obligations, both where the debtor and creditor of an obligation are concerned.

As soon as the injured Party becomes aware of such an event, it shall notify the other Party immediately by registered letter with acknowledgment of receipt. Under all circumstances, the Party affected by the force majeure event shall make every possible effort to limit the impact of the event on the performance of its contractual obligations.

If the event lasts for a period exceeding three (3) months, either Party is fully entitled to terminate the Contract by registered letter with acknowledgment of receipt.

Article 17: Disputes and Applicable Law

Any contractual dispute relating to the validity, performance or interpretation of this contract and the commercial relations between the Parties shall, failing amicable agreement between the Parties, be referred to the Commercial Court of Paris, including summary proceedings.

In the event of discrepancy between the French and English versions of these GCP, those in French shall prevail.