

# Porsche Italia spa

## General Conditions for the Purchase of Goods and Services

### 1. PREAMBLE AND DEFINITIONS

**1.1.** The General Conditions of Purchase set out below govern the purchase of Goods and/or Services by Porsche Italia S.p.A.

**1.2.** For the purposes of the rules set out in the following General Conditions of Purchase, the terms listed in this paragraph have the meanings specified below:

**General Conditions of Purchase and/or General Terms and Conditions:** these general conditions of purchase of Goods and/or Services.

**Purchasing Company:** Porsche Italia S.p.A., based in Corso Stati Uniti 35, 35127 Padua (PD), placing Orders and willing to purchase Goods and/or obtain Services from the Supplier.

**Supplier:** the company providing Goods and/or Services, also by organizing the necessary means and by managing such operations at their own risk.

**Party:** Purchasing Company or Supplier as separately defined.

**Parties:** Purchasing Company and Supplier as jointly defined.

**Goods:** the product(s) or goods specified in the Order and in the technical specifications, when available, subject to these General Conditions of Purchase.

**Contract(s):** any agreement by which the Parties intend to govern the legal and economic relationship that shall exist between them.

**Service(s):** one or more of the services under these General Conditions of Purchase, specified in an Order and in the Technical Specifications, when available.

**Order(s):** any request formulated by the Purchasing Company and concerning Goods and/or Services required from the Supplier by the Purchasing Company.

**VW Group Company:** any member company of VW Group, the corporate group to which Volkswagen AG (based in Berliner Ring 2, 38440 Wolfsburg, Germany) belongs; such member company is entitled to place additional orders of Goods and/or Services to the Supplier under the same conditions agreed between the Supplier and the Purchasing Company, except for any changes due to logistic costs or different payment terms.

**Technical Specifications:** a document in which the technical characteristics of the Goods/Services specified in the Order are defined and described.

**Confidential Information:** any kind of information, whatever its nature (commercial, financial, technical, operational, managerial, administrative, legal information etc.) and form (written or oral, visual or electronic, paper, magnetic or digital support, without any exception), including but not limited to data, know-how, drawings, models, diagrams, formulas, designs, procedures or processes, images, files, archives, databases, software and related source codes, materials, material samples, products, equipment and all related technical and functional specifications, which the Supplier becomes aware of before or after the signing date of the Order, directly or indirectly, also by accessing the documentation and/or provided goods of any nature, as a result of talks or during the execution of related activities, related to or consequential to the Order, regardless of whether the information has been specifically identified as "confidential", "privileged" or "price sensitive".

**Offer Request:** a request made by the Purchasing Company to the Supplier based on a specific need for Goods and/or Services, in order to receive an offer from the Supplier. Such request includes, *inter alia*, the conditions described in the specifications, technical and logistical specifications, quality and safety requirements that must be complied with by the Goods/Service supplied and which form an integral part of the supply.

**Force majeure:** any unforeseeable act, event, or circumstance of an extraordinary magnitude, or a combination of the above factors, which is not attributable to the Party that claims it, which such Party could not prevent by using ordinary diligence, and which, in a continuous manner or only for a specified period of time, fully or partially delays, prevents or makes it impossible for the claiming Party to fulfil their contractual obligations, or adversely affects such Party's ability to correctly and promptly perform their contractual obligations. Reasons of force majeure include but are not limited to:

- explosions, fires, floods, earthquakes, landslides;
- embargoes, wars, insurrections, rebellions, acts of terrorism or sabotage;
- strikes, lockouts or other labour disputes of national scope.

**Supplier Qualification Portal:** the Purchasing Company's on-line portal on which registration is required through the completion of "pre-registration" and "qualification" steps by the Supplier.

### 2. GENERAL CONDITIONS OF PURCHASE ACCEPTANCE AND AMENDMENTS

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**2.1.** The General Conditions of Purchase set out below are an integral part of the Orders and/or Contracts entered into by Porsche Italia S.p.A. with the Supplier and shall apply to the relations between the Parties, unless otherwise specified in the particular conditions of such Orders/Contracts. These terms and conditions are published and freely available on the website [www.porsche.it](https://www.porsche.com/italy/) (<https://www.porsche.com/italy/>).

**2.2.** These General Conditions of Purchase are attached to each Order and must be signed by the Supplier to accept the terms therein established, including the cases in which, pursuant to Art. 1341 of the Italian Civil Code, an express acceptance in writing is required.

**2.3.** The Supplier expressly acknowledges and agrees that, in the event of any inconsistency between any terms and conditions they may propose to the Purchasing Company and these General Conditions of Purchase of Goods and Services, these General Conditions of Purchase shall in any case prevail.

**2.4.** The Supplier shall duly sign and send the General Conditions of Purchase to the Purchasing Company within 8 (eight) days of receipt, and in any case before executing the Order which rely on aforesaid General Conditions of Purchase, anticipating a signed copy of the General Conditions of Purchase by fax and/or e-mail to the address indicated in the Order. The Purchasing Company shall be under no obligation to the Supplier on the basis of the Order, should the Supplier fail to return a signed copy of these General Conditions of Purchase for acceptance in the manner and timing above described. The Purchasing Company reserves the right to refuse at any time the execution of any Order (meaning that the Purchasing Company may refuse to pay and/or receive the Goods and/or Services required by such Order), whenever the Supplier does not sign these General Conditions of Purchase.

**2.5.** There are no exceptions to these General Conditions of Purchase without the express, prior written approval by the Purchasing Company, and any verbal agreements and/or amendments to these General Conditions of Purchase shall be considered binding on the Parties only if confirmed in writing by the Purchasing Company.

### **3. PURCHASE ORDER: MINIMUM CONTENTS, ACCEPTANCE AND AMENDMENTS**

**3.1.** Each Order shall contain: Order number; Supplier code; price; supply conditions; transport conditions (if applicable) and billing and payment terms.

**3.2.** Within 8 (eight) working days from receipt of the Order, the Supplier shall send a signed copy of the Order for acceptance to the

Purchasing Company, anticipating it by fax and/or e-mail to the address indicated in the Order. In the absence of a written confirmation within the above-mentioned term, Purchase Orders are considered as fully accepted when the Supplier starts to process the request formulated in the Order. Should any Order subscription be missing, the Purchasing Company's right to accept or reject the Goods and/or Services that were made and/or provided in the meantime still holds, and the Purchasing Company shall charge any incurred expense to the Supplier.

**3.3.** Any verbal agreement and/or modification of the Order and/or Contract shall be considered as binding only if confirmed in writing by the Purchasing Company. The Purchasing Company may require amendments or additions to the original Order accepted by the Supplier and the Supplier is required to implement the changes. Should such implementation cause any cost increase or reduction, or, where applicable, any change in the characteristics/guarantee, such change shall be subject to a prior written agreement between the Parties, as an integration to the original Order. In such event, the Supplier shall respond to the Purchasing Company within 5 (five) working days from receipt of the request for modification and/or integration of the Order, specifying to what extent such request affects the Order execution, costs and time as indicated in the original Order.

### **4. SHIPMENT OF GOODS**

**4.1.** The places of delivery specified in the Order are binding on the Supplier and of fundamental importance to the Purchasing Company, which may, from time to time, specify in the Order that the delivery date is of the essence, pursuant to and for the effects of Art. 1457 of the Italian Civil Code.

**4.2.** Each delivery of Goods shall be accompanied by a copy of a complete shipping document (DDT) containing all Order details, a copy of a packing list specifying the goods delivered, with corresponding quantities, weights and any additional information included in the Order. Should the transport document contain any error or omission that do not allow the Purchasing Company to identify the Goods univocally/correctly, or to link the Goods to their specific Order, the Purchasing Company reserves the right, at their sole discretion, not to accept the Goods in question.

**4.3.** Notwithstanding the provisions of Art. 1510, second subparagraph, of the Italian Civil Code, the Supplier is not released from their delivery obligation by handing over the Goods to the carrier or the shipper. The Supplier also assumes all risks of any theft, loss, damage and/or breakdown of the Goods until actual delivery to the

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Purchasing Company at the place indicated in the Order. The Supplier is liable towards the Purchasing Company for all acts, deeds and behaviour of the selected carrier or shipper and their auxiliary staff, and the Supplier shall be the only person accountable for the payment of the carrier's or the shipper 's service, and the carrier or shipper shall not claim any payment from the Purchasing Company.

### 5. ACCEPTANCE OF GOODS

**5.1.** The delivery of the Goods to the receiving personnel does not imply any acceptance of the Goods; such acceptance shall only be given after successful verification of the conformity of the Goods delivered with the Order and in the absence of flaws and defects. In accordance with Art. 11, the Purchasing Company has the right to report the non-conformity of the Goods or the presence of flaws and defects with reference to the Order, to the Supplier, even after the reception of the Goods and regardless of any invoice payment. In this case, the Supplier is obliged to remedy any non-compliance in good time, taking into consideration the work plan of the Purchasing Company, and to replace the goods affected by faults or defects with other identical goods not affected by faults or defects.

**5.2.** If the Order provides for the Goods to be installed, assembled or otherwise put in place, with additional service as compared to simple delivery, the delivery shall be deemed complete only upon completion of the installation, assembly or installation works. If such service does not provide the full functionality of the Goods, as per the Order, the provision specified in sub-paragraph 5.1 shall apply.

**5.3.** If the Order provides for split deliveries, it is understood that the Order shall be deemed as dealt with upon its integral fulfilment. For individual delivery terms, the provision of Art. 9 shall apply.

### 6. SERVICES

**6.1.** The Services shall be performed in accordance with the Order details and the Services purpose. The Supplier shall comply with state-of-the-art science and technology, the Technical Specifications provided by the Purchasing Company, the information provided by the Order and the applicable rules, including safety and health practice and related risk mitigation measures.

**6.2.** While performing the Services, the Supplier undertakes to respect the Purchasing Company's interests, adopting and implementing all the discretionary behaviours (for example the choice of materials, personnel and subcontractors) with the utmost diligence and in good faith.

### 7. ACCEPTANCE OF SERVICES

**7.1.** The Services shall be deemed accepted only upon positive outcome of the assessment of compliance of the Service performed with regard to the Order and any Technical Specifications. The Purchasing Company has the right to report any non-compliance of the Service performed to the Supplier, even after the Service has been performed and regardless of any invoice payment.

**7.2.** The Supplier expressly agrees to fully indemnify and hold harmless the Purchasing Company from any damage or loss arising from any failure to comply with the requirements of the preceding sub-paragraph of this Article. To this purpose, the Supplier expressly acknowledges that the Purchasing Company shall be entitled to claim payment of any amount they may be charged with regard to the guarantee due by the Supplier, and the Supplier expressly agrees that any such amount can be used to balance any outstanding claim become due for payment in relation to any Service performed.

### 8. STAFF

**8.1.** Where the Order refers to the provision of Service, the Supplier undertakes to employ trained and qualified staff (meaning staff with specific expertise and preferably with previous experience) (hereinafter referred to as "Staff") to carry out the Service, and such Staff shall ensure the optimal performance of the Service.

**8.2.** By signing these General Conditions of Purchase of Goods and Services, the Supplier guarantees:

- a) to comply with the legislation on immigration, in accordance with the provisions of Legislative Decree No. 109 of 16 July 2012;
- b) to comply with the provisions of the law for combating the so-called "Caporalato" (illegal hiring), Italian Law No. 199 of 29 October 2016;
- c) to be regularly registered at Social Security Institutions and to comply with the payment of social contributions, pledging to make available to the Purchasing Company all documentation proving such compliance, while the Purchasing Company still has the right to cancel any Order in the event of default;
- d) to have a suitable liability insurance policy with a leading insurance company for any damage caused to third parties, pledging to give a copy of the insurance policy to the Purchasing Company at their request;
- e) to have a regular contract of employment with the Staff involved with the requested Service, pledging to indemnify and hold the Purchasing Company harmless from any claim in relation to the aforementioned

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relationships. The Supplier shall make available to the Purchasing Company any documentation and/or clarification which the Purchasing Company may request in this regard. Failure to produce such documentation within 30 (thirty) days from the request will result in the suspension of payments to the Supplier;

- f) to comply with all obligations arising from legal provisions, insurance rules, social security norms, health and safety regulations at the work place and from any applicable national collective agreement.

**8.3.** The Supplier shall provide the Purchasing Company with a list of names of the employees accountable for the Service and immediately notify, in writing, also by e-mail, any employee replacement. In the absence of one or more employees, the Supplier shall immediately replace them without compromising Service continuity.

**8.4.** Where the Service is carried out at the Purchasing Company's premises, the Supplier is obliged to instruct the Staff on safety regulations and accident prevention measures as well as on the correct behaviour in case of fire, accident or danger. The Supplier shall also make available to the Staff safety and protection equipment and instruments, and give their employees/co-workers essential means to perform the Service.

**8.5.** The Supplier is obliged to indicate the name of an employee/co-worker, who will be the contact person for any communication relating to the Service.

**8.6.** With regard to environmental legislation, the Supplier shall use products that comply with environmental and safety regulations and EC standards. All products must be accompanied by "Safety Data Sheets" and "Technical Data Sheets" that shall be assessed by the Health and Safety Manager (RSPP) and the doctor in charge for health issues accountable for the Purchasing Company. All machines used for the performance of services shall be the property of the Supplier or factually or legally available to the Supplier and shall comply with the law.

**8.7.** Where the Service has a material character (including but not limited to: cleaning service, maintenance service, etc.), and is performed at the Purchasing Company's premises, the Supplier pledges to provide the Staff with suitable uniforms, marked by the Supplier's badge and with an identification card containing the employee's identification data and photo.

**8.8.** The Supplier expressly agrees to fully indemnify and hold the Purchasing Company harmless from any damage or loss, including

economic damage or loss, resulting from any failure to comply with the requirements specified in the preceding sub-paragraphs of this Article.

### 9. TERMS OF DELIVERY - PENALTY CLAUSE

**9.1.** The delivery terms indicated in the Order are binding on the Supplier and essential for the Purchasing Company, which may, from time to time, specify in any Order that the delivery date is of the essence, pursuant to and for the purposes of Art. 1457 of the Italian Civil Code.

**9.2.** The Supplier shall promptly notify the Purchasing Company in writing and in full details, of any event that may delay the execution of the Order, without being entitled to request an extension of the delivery terms for this reason. The Supplier shall take all reasonable measures to minimize any delivery delay and any consequence thereof. The Purchasing Company's right to require a compensation from the Supplier for any damage resulting from any delayed delivery, still holds.

**9.3.** The unconditional acceptance of a delayed delivery of Goods or of delayed supply of Services can in no way be understood and treated as a renunciation by the Purchasing Company to assert their rights or claim for damage. Non-compliant or partial deliveries as compared with the specifications indicated in the Orders, may be refused by the Purchasing Company, unless with explicit acceptance of such deliveries in writing, where such acceptance may be subject to a reduction of the price originally agreed.

**9.4.** In case of even partial default and/or breach of the terms of delivery, the Purchasing Company reserves the right:

a) to accept the delivery or the continuation of the supply the way it is performed, enforcing a 5% (five percent) penalty over the value of the not fulfilled or partially fulfilled Order within the terms specified in the Order and/or within the specified deadline, without prejudice to any right to compensation for further damages, if such delay has caused more serious damage;

b) to arrange, either directly or through third parties, the supply of Goods and/or Services that were not provided and/or not supplied or where the Supplier is reasonably expected to fail providing and/or supplying such Goods and/or Services within the agreed deadline; such decision shall be binding on the Supplier. Should the Purchasing Company elect to exercise this right, they shall give written notice to the Supplier, which shall bear the expenses that the Purchasing Company has directly or indirectly incurred. For this purpose, the Purchasing Company shall issue relevant invoices for the total

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amount of such expenses and the compensation provided for in Article 15 of these General Conditions of Purchase shall apply;

c) to cancel the Order in relation to the unfilled part, by a simple written notice to be sent by e-mail to the Supplier. In this case, the Purchasing Company shall be released from any acceptance and payment obligation related to the Goods and/or Services, from the date of receipt of such notification by the Supplier, without prejudice to the Purchasing Company's right to claim for compensation for any damage suffered.

### 10. QUALITY REQUIREMENTS AND RECORDS

**10.1.** The Supplier agrees to provide Goods and/or Services complying with the Order and the Technical Specifications and to manage all records as indicated in the Technical Specifications and/or Order. While performing contractual Services, the Supplier shall meet any standard and adopt any measure required to ensure the quality and technical requirements as established by the Purchasing Company and provide the Goods and/or Services in accordance with such requirements. In addition, the Supplier shall constantly review and adapt their standards and measures for ensuring the quality and good technical condition of the Goods and/or Services provided.

**10.2.** The Goods shall be accompanied by appropriate documents certifying their compliance with applicable specifications, including by way of example but not limited to, the certificate of origin of the Goods.

**10.3.** Any supply of plants, machinery and tools shall typically include instructions for installation, use and maintenance, the EC declaration of conformity with relevant regulations, the EC mark and whatever may be required by law. In the absence of laws and regulations requesting an EC mark and the issue of a declaration of conformity for the goods delivered, the Supplier shall certify (or ensure that the manufacturer does) on their own responsibility compliance with local regulations on health and safety, as well as provide instructions for installation, use and maintenance, if applicable.

**10.4.** In the case of supply of chemicals or other hazardous materials, product information - in particular a safety data sheet - must be delivered to the Purchasing Company. For substances as such or in preparations, all obligations concerning the application of the provisions contained in EC Regulation No. 1907/2006 have to be fulfilled. Any substance classification, labelling, packaging and safety data sheet must comply with the requirements of EC Regulation No. 1272/2008 and subsequent related legislation. The Supplier of the substance shall promptly notify any update to safety data sheets. In

the case of substances for which no safety data sheet is required, the Supplier is however obliged to provide the Purchasing Company with a data sheet containing the substance registration number, if the substance is subject to authorization, any detail of any authorization granted or denied, details on any compulsory record as well as any relevant information required to identify and implement appropriate measures of risk management. All regulations governing the transport, loading, unloading and handling of dangerous goods and hazardous substances must also be complied with.

**10.5.** The Purchasing Company has the right to verify at any time whether the Goods and/or Services are provided in accordance with quality standards and the applicable Technical Specifications agreed.

**10.6.** The Supplier expressly agrees to fully indemnify and hold the Purchasing Company harmless from any damage or loss, including economic damage or loss, resulting from any failure to comply with the requirements specified in the preceding sub-paragraphs of this Article.

### 11. DEFECT AND/OR NON-COMPLIANCE REPORT LIABILITY

**11.1.** Should the Purchasing Company notice any defect and/or non-compliance on the Goods and/or Services provided, they reserve the right to request the replacement or repair of such defective and/or non-compliant Goods, or a new performance of the Service, without prejudice to the right of compensation for any further damage and with the Supplier pledging to take any necessary corrective and preventive actions to prevent recurring defects and/or non-compliance. Should defects and/or non-compliance be likely to prejudice the reliability of the Goods and/or Services supply, the Purchasing Company reserves the right to reject the Goods delivered by the Supplier and any stock of previous batches, to cancel any further deliveries as well as to refuse any Service performance.

### 12. SUBCONTRACTING

**12.1.** The Supplier shall deliver the Goods and/or Services to the Purchasing Company directly and not by subcontracting. The Supplier can subcontract the supply of Goods and/or Services, or any part thereof, to third parties only with the prior written consent of the Purchasing Company.

**12.2.** In this case, the Supplier:

- shall be personally accountable toward the Purchasing Company for all the actions and/or omissions of any such subcontractor, as if they had been carried out by the Supplier;

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- shall ensure compliance of the subcontractor with these General Conditions of Purchase;
- shall still be solely and directly accountable toward the Purchasing Company for the performance of the Service or the provision of the Goods, and shall be obliged, in particular, to add a clause - in contracts with any other suppliers previously authorized by the Purchasing Company - by which such suppliers waive any claim and/or action against the Purchasing Company.

**12.3.** Without any prejudice to the provisions specified above, the Purchasing Company shall not be involved with the relationships between the Supplier and any subcontractor, without prejudice to any specific and binding obligation laid down by existing laws on the matter. In this regard, the Supplier expressly agrees to indemnify and hold the Purchasing Company fully harmless from any damage or loss due to facts or claims of subcontractors, as well as from claims for compensation by third parties as a result of the supply/subcontracting.

### **13. ASSIGNMENT**

**13.1.** The Supplier may not assign any Order coming from the Purchasing Company.

**13.2.** It is expressly agreed that the credits resulting from deliveries to the Purchasing Company may not be assigned or in any way transferred by the Supplier, except when the Supplier has requested and obtained a written consent to this purpose from the Purchasing Company. In addition, since the Order is an integral part of the documentary evidence of such credits under Art. 1262 of the Italian Civil Code, this clause is presumed to be known by the assignee at the time of the assignment and prevents a purchase of such credits in good faith by the assignee based on Art. 1260, sub-paragraph 2 of the Italian Civil Code.

**13.3.** The Purchasing Company may assign any right arising from the Order, from these General Conditions of Purchase and/or from documents that can replace or integrate them, to any VW Group Companies. Similarly, the Purchasing Company may for any reason take over any claim of one of VW Group Companies against the Supplier. As a result, the Supplier accepts this substitution in all respects and without object limits, pledging to accept any claim made by above-mentioned companies in relation to the supply to the Purchasing Company or other VW Group Companies and to accept the sums which, on that basis, the Purchasing Company or other VW Group Companies may charge the Supplier in the context of a current debit and credit relationship with the Supplier for the purposes

provided by any Order or any kind of relationship existing with the Supplier. To this end, the Supplier expressly authorizes the Purchasing Company and any other VW Group Company to issue corresponding bills, where appropriate, and to compensate for the amount of such bills with all the amounts due by the Supplier to these companies on the basis of any relationship.

**13.4.** As an essential condition for entrusting other suppliers so that they may provide the Services and/or Goods ordered by the Purchasing Company, as suppliers or manufacturers, the Supplier agrees to get from any additional supplier an express acceptance of assignment and compensation as specified in the preceding subparagraphs 13.2 and 13.3, so that the Purchasing Company and any other VW Group Company may, based on the provisions of these General Conditions, claim from the Supplier or directly from subcontractors and/or the Supplier's suppliers, payment for the entire amount due for any reason, and make any appropriate compensation and duly charge them, within the scope of their current debit and credit relationship with the Supplier or with the Supplier's subcontractor. Should the Supplier or their sub-contractor fail to accept any assignment and compensation as described above, the Purchasing Company shall have the right to immediately cancel the Order without prejudice to their right to claim from the Supplier for the reimbursement of any cost suffered and the compensation for any damage caused by such cancellation.

**13.5.** The provisions of this Article shall apply to the Supplier and to any other entity involved at any level in the process of providing Services and/or Goods; it is the responsibility of the Supplier and of any Supplier's subcontractor to make sure that all persons involved in the process of supplying Services and/or Goods, accept the provisions of this Article in their entirety as well as all other Terms of these General Conditions.

### **14. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND COPYRIGHT**

**14.1.** Where the object of the Service involves a design and/or any creative elaboration of slogans, texts, videos, etc., requiring all materials connected to the above (as for example photographs, drawings, presentation materials, etc.) that shall be designed by the Supplier in the execution of the Order, such materials shall - unless otherwise agreed in writing - remain the exclusive property of the Purchasing Company, which shall have the right to use such materials for economic purposes for an unlimited period of time and also after the termination of the Order, expressly including, but not limited to,

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the right to make any changes they deem appropriate, without the Supplier having any right to any claim for any reason.

**14.2.** The Supplier expressly assures the Purchasing Company, in all cases and without exception, that all Services and/or Goods will be provided in accordance with current regulations and, in particular, that they are not and will not constitute any infringement of other people's registration or industrial and/or intellectual property and that they are not subject to any dispute or legal proceeding.

**14.3.** The Supplier shall inform the Purchasing Company if they apply or use their own or third party's patents, designs and/or brands and/or trademarks or industrial and/or intellectual property rights.

**14.4.** Any consequence deriving from any violation of the above provisions, as well as any limitation imposed on the Purchasing Company as a result of such violations, shall be borne directly by the Supplier and the Purchasing Company reserves the right to seek compensation for damage.

**14.5.** The Supplier shall respect the intellectual property rights of the Purchasing Company. Should the Supplier become aware of any third party's claim with regard to such rights, they shall immediately inform the Purchasing Company and refrain from any action against third parties without the prior written consent of the Purchasing Company. Should the industrial property rights of the Purchasing Company be used for purposes other than those mentioned above and without the express permission of the Purchasing Company, the Purchasing Company has the right to claim compensation for all damages.

**14.6.** Should the Supplier introduce technological innovations in their activity connected with the object of an Order of the Purchasing Company, they undertake to grant to the Purchasing Company a corresponding license in order to allow the Purchasing Company to produce, let other operators produce and sell the results of above-mentioned innovations. Any specific consideration for such irrevocable and perpetual license, without limits of territorial extension and with the right to sub-license, is considered included in the consideration.

**14.7** The Supplier agrees in any case to indemnify and hold the Purchasing Company harmless from any claim that may be asserted by third parties against the intellectual property of the material created by the Supplier during the performance of the Service.

### **15. BRAND PROTECTION. MODELS, DRAWINGS OR KNOW HOW PROVIDED BY THE PURCHASING COMPANY AND/OR OTHER VW GROUP COMPANIES**

**15.1.** If, as a part of their supply activity, the Supplier, and/or any of

their subcontractors, were to use the Purchasing Company's and/or Volkswagen Group's proprietary brands and/or any mark for which the Purchasing Company is a licensee, it is understood that such use is limited only to the fulfilment of the supply. Such use will not give rise to any right in such marks for the Supplier's benefit and the Supplier now expressly declares they waive any such right.

**15.2.** The Supplier is however expressly forbidden to change the brands in any way or to add graphics, colour or literal details; to use distinctive signs incorporating words, graphics, marks, forms and colours that characterize the brands, as well as any other confusingly similar sign or any sign that may be considered derived from the above features.

**15.3.** Any pattern, design or know-how provided by the Purchasing Company may not be copied by the Supplier. Such patterns, designs and know-how, together with those prepared *ad hoc* by the Supplier to provide the Services and/or the Goods specifically requested by the Purchasing Company, cannot be transferred to other persons or entities without the prior express written consent of the Purchasing Company; they cannot be used by the Supplier for purposes other than the provision of Services and/or Goods for the Purchasing Company. Unless otherwise agreed in writing, any design, pattern or know-how *ad hoc* prepared by the Supplier to provide the Services and/or the Goods specifically requested by the Purchasing Company, is deemed included in the price paid by the Purchasing Company for the Services performed by the Supplier; therefore, such patterns, designs and know-how are also deemed as the property of the Purchasing Company and/or of any other VW Group Companies that may act as buyer, as appropriate. Such designs or patterns shall be delivered to the Purchasing Company.

**15.4.** In the event of failure to comply with the provisions above, the Purchasing Company will have the right, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, to cancel the Order and claim for the return of any profit gained by the Supplier, as well as any compensation for the damage suffered.

**15.5.** Should the Supplier file an application for the registration of industrial property or intellectual property rights, in violation of the terms of this provision, they are obliged to transfer such rights to the Purchasing Company, free of charge, without prejudice to the Purchasing Company's rights pursuant to the preceding provisions.

### **16. PROHIBITION OF PUBLICITY. TRADE SECRETS**

**16.1.** Under no circumstances can the Supplier mention, publish or advertise, on their behalf or on behalf of third parties, their

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commercial or industrial activities for the Purchasing Company, or use the Purchasing Company's trademark, logo or name in any media, unless with prior written approval of the Purchasing Company. As a result, the Orders and related commercial and technical details, together with any trade secret and confidential information which the Supplier becomes aware of during and/or by virtue of their supply relationship with the Purchasing Company, shall be considered as strictly confidential by the Supplier until the end of the fifth year after the resolution and/or termination of the relationship for any reason.

**16.2.** Before subcontracting any supply to sub-contractors that shall then act as suppliers or manufacturers, and provide the Services ordered by the Purchasing Company, the Supplier shall necessarily pledge to obtain from any such sub-supplier their commitment to fulfil all obligations under these General Conditions of Purchase, without prejudice, however, to any direct and several liability of the Supplier toward the Purchasing Company; it is however understood that such provision only applies if the Supplier has previously requested and obtained a written permission from the Purchasing Company for such subcontracting pursuant to Article 12 above.

**16.3.** In the event of failure to comply with the provisions above, the Purchasing Company will have the right, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, to cancel the Order and claim for the return of any profit gained by the Supplier, as well as any compensation for the damage suffered.

### **17. PRICING**

**17.1.** The price of Goods and Services is established in the Order. The price of Goods includes packaging, delivery, transportation and export taxes and is exclusive of VAT, when applicable. The price of Goods and Services is fixed, all-inclusive and not subject to any increase for the entire period specified in the Order, unless otherwise expressly agreed between the Purchasing Company and the Supplier in the Order.

### **18. BILLING**

**18.1.** All invoices shall include the Supplier's identification code, the Order number, the description of Goods and/or Service, the number of the delivery note, where necessary, as well as any other data required by tax laws from time to time in force and any other information that the Purchasing Company deems necessary.

**18.2.** Invoicing shall be carried out on the basis of the conditions set out in the Order.

### **19. PAYMENT TERMS**

**19.1.** Payment to the Supplier for their supplies is carried out in accordance with the conditions specified in the Order. In any case, an essential condition for payment is that the Goods and/or Services meet the quality standards required by the Purchasing Company.

**19.2.** The payment of any Order does not imply acceptance of the Services and/or Goods by the Purchasing Company with regard to the conditions of quality, quantity and price of such Services and/or Goods and does not mean that the Purchasing Company waives any claim directly or indirectly arising from these General Conditions of Purchase or from applicable law.

**19.3.** Except as provided by current regulation, or as otherwise agreed between the Parties, the Purchasing Company pays for any supply received and accepted, 60 days after invoice date at month end, by bank transfer to the account given by the Supplier.

The Supplier expressly declares that they do not consider the payment terms mentioned above, unfair and that such payment terms have been unanimously agreed upon by the Parties.

Notwithstanding any applicable law, the assignment to third parties of any credit resulting from deliveries to the Purchasing Company is subject to the prior written consent of the Purchasing Company, without prejudice to the possibility to raise objections to the transferee as regards such credit, the quantity and quality of the supply and any existing relationships between the assigning Supplier and the Purchasing Company.

**19.4.** Should circumstances indicate that the Supplier is unable to meet their upcoming obligations, the Purchasing Company may suspend payments until the Supplier is apparently able and willing to fulfil their obligations in a timely manner. It is understood that during the suspension of payments, the Supplier cannot suspend the execution of their contractual obligations.

### **20. COMPENSATION**

**20.1.** Should the Purchasing Company charge any amount to the Supplier on the basis of the provisions contained in these General Conditions of Purchase or in any Order, the Supplier expressly authorizes the Purchasing Company to issue a corresponding invoice and to deduct such amount from any sum payable by the Purchasing Company to the Supplier, on payment, or to add such amount to any credit toward the Purchasing Company; these operations shall be duly recorded in the accounts. Any compensation takes place on the basis of the rules laid down in Articles 1243 et seq. of the Italian Civil Code.

### **21. SUPPLIER PORTAL**



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**21.1.** The Supplier agrees to register on PORSCHE Supplier Portal upon receipt of the appropriate request via e-mail, in order to successfully complete the "pre-registration step" - if they had not registered before - and to proceed to the "qualification step", if required, uploading all the documents required. The Supplier also pledges to keep all documents uploaded to Porsche Supplier Portal constantly updated: should the Supplier fail to do so, they cannot proceed with the execution of Orders.

### **22. FORCE MAJEURE**

**22.1.** The Supplier is not responsible for failing to provide all or part of the deliveries, or for delaying the provision of Services and/or Goods if such failure or delay is caused by force majeure (including general, local strikes or sectoral strikes affecting the Supplier's activities, to the exclusion of the Supplier's internal strikes).

**22.2.** Should the Supplier be unable to provide the Services and/or Goods, in whole or in part, for reasons of force majeure, they are obliged to inform the Purchasing Company of such reasons of force majeure as soon as possible, anyway not later than 24 hours from the time in which any event of force majeure has occurred, or the Supplier has become aware of it. In addition, the Supplier shall provide a detailed explanation of the nature and scope of such reasons of force majeure, of the expected delay in the provision of Services and/or Goods and of any new terms of supply and shall remedy the aforementioned situation as soon as the causing event ceases to exist.

**22.3.** For the entire period in which such situation continues, the Supplier and the Purchasing Company shall agree on additional measures necessary for the continuation of the supply; the Supplier is responsible for the adoption of each additional measure agreed. Should it be impossible for the Supplier to ensure any supply, even after the appropriate adoption of any additional measure, they shall not be deemed in breach of their obligations. Nevertheless, if the supply does not normally resume within 15 calendar days from the day on which it was totally and partially interrupted or not fulfilled for reasons of force majeure, the Purchasing Company may consider the Order as cancelled, with immediate effect, even if the Supplier has successfully adopted such additional measures.

**22.4.** The Purchasing Company may suspend to accept and pay for the Services and/or Goods ordered from the Supplier, without any obligation of compensation, in case of flood, fire, strikes or other industrial action, riots, official measures, communication impossibility or other breaks within the Purchasing Company such as to cause a reduction or stoppage of the productive or commercial

work in their factories, and other similar incidents including events due to force majeure, promptly informing the Supplier, whenever possible.

### **23. CANCELLATION**

**23.1.** Save in the case of force majeure and other options of cancellation under these General Conditions of Purchase, the Purchasing Company may terminate the contractual relationship arising from the Order at any time - with a 30 (thirty) day written notice to the Supplier, unless otherwise agreed between the Parties, if, in their sole discretion: (i) they consider that the Supplier can no longer guarantee and are no longer suitable for regular supplies (ii) they believe that the Supplier is in a state of insolvency and has economic problems that call into question a smooth execution of supplies or the suitability of the Supplier to give adequate guarantees, or (iii) executive procedures towards the Supplier prove to have been promoted or if the Supplier goes into liquidation or has been admitted to any insolvency procedure, or (iv) the prerequisite for which the Order was issued fails to exist, for reason not attributable to the Purchasing Company.

### **24. EXPRESS TERMINATION CLAUSE**

**24.1.** In addition to the cases expressly provided for by these General Conditions of Purchase, the Purchasing Company shall be entitled to rescind the Order(s) or the Contract(s) by right, declaring their intention to invoke this clause by registered letter and/or certified e-mail message to be sent to the Supplier, on the occurrence of one of the following circumstances:

- Examination by the court of jurisdiction of any request for suspension of payments to the Supplier or initiation of a liquidation procedure, declaration of insolvency by judicial authorities; insolvency; public and private assignment of assets to creditors or the distribution of assets at the request of creditors, regardless of whether assets are available; seizure, distraint or other restrictions on said assets.
- Total or partial failure by the Supplier to comply with provisions of Articles 4; 8; 9; 10; 14; 15; 16; 21; 27; 28; 29; 32 of these General Conditions of Purchase.
- Delay in the provision of Services and/or Goods in relation to the deadline agreed, if the Supplier is responsible for such delay.
- Lack of quality of Services and/or Goods.

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- Change in the Supplier company name; change of the company structure or control, transformation, merger, division or transfer of the Supplier's company division.
- Change of price or of other specific conditions relating to the Services and/or Goods.
- Violation of the clause of compliance with laws and regulations and infringement of the Organization, Management and Control Model and Code of Ethics adopted by the Purchasing Company.

**24.2.** In all cases mentioned above, early termination is effective from the date of receipt of the notice - to be sent by registered mail or by certified e-mail - in which the Purchasing Company shall notify their intention to invoke this clause.

### 25. DAMAGES FOR BREACH OF CONTRACT BY THE SUPPLIER

**25.1.** In case of full or partial failure to fulfil any obligation arising from the Order, from these General Conditions of Purchase and/or from any other document that can integrate or replace them, the Supplier is obliged to compensate the Purchasing Company for all damages incurred.

### 26. COMPLIANCE WITH LAWS AND REGULATIONS

**26.1.** For the purposes of this Article, the words listed below have the following meanings:

**Governing law:** Italian anti-corruption laws, Legislative Decree 231/2001 and all other laws, regulations, rules, ordinances, decrees or other directives with legal force that can be enforced to any activities carried out by the Supplier or the "Related Parties" in relation to this Order, as amended from time to time.

**Related Parties:** members participating, de jure or de facto, in the Supplier's share capital, directors, employees, agents and representatives of the Supplier and any person who - by power of attorney or simply by being assigned a task - acts in the name and on behalf of the Supplier in accordance with such task instructions and/or power of attorney.

**Institution of Public Administration:** any governmental authority, ministry, department, office, section, State department, region, province, municipality or other entity or any emanation of the above (including companies or institutions controlled by the aforementioned), political parties or public international organizations;

**Public Administration Officer:** any public officer or agent of a public service, any person holding public office, employees and officers (including their family members and relatives) of Public Administration Entities, any person acting in an official capacity on behalf of a body of public administration or candidates for political office.

**26.2.** Having read the "Definitions" specified in paragraph 26.1., which should therefore be referred to for each and more accurate interpretation of the following provisions, the Supplier agrees to strictly comply with Applicable Law, which they declare to know, and to give the following declarations and warranties for the duration of the activities mentioned in the Order and/or Contract..

**26.3.** The Supplier warrants and stipulates, for themselves and on behalf of the Related Parties, that:

a) they - the Supplier - and the Related Parties are responsible for complying with the Applicable Law and to the best of their knowledge:

- they have complied with and will comply with the Applicable Law;
- they have not committed any civil, criminal or administrative offence which might imply the Purchasing Company's liability for violating the Applicable Law;

b) neither the Supplier nor the Related Parties, whether directly or indirectly and to the best of their knowledge - have offered, paid, given or lent or pledged to offer, pay, give or lend, or offer to pay, give or lend, or promise to pay, give or lend any money or anything else of value to any officer of the Public Administration, in order to:

- bribe them;
- influence them in their official activities or decisions;
- cause them to act or lead them to omissions in breach of their official duties;
- assure them unfair advantages;
- cause them to exert their influence on a body of Public Administration to influence or affect official acts or decisions, in order to procure business to the Supplier.

**26.4.** The Supplier shall provide all assistance and cooperation to the Purchasing Company to have the Applicable Law be complied with. In particular, the Supplier will immediately inform the Purchasing Company of any requests, payments or offers of bribes or other illegal payments in connection with these General Conditions of Purchase,

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the Order and/or Contract, as well as any modification and/or integration of such documents.

**26.5.** In relation to the Order and/or Contract, the Purchasing Company shall not be obliged to the Supplier to perform any act or to omit to perform any act, if such act or omission would lead to a violation of the Applicable Law by the Purchasing Company.

**26.6.** Should the Supplier or any Related Party objectively and evidently violate any provision of this Article, without any prejudice to the Purchasing Company's rights deriving from the Order or the Contract or these General Conditions of Purchase, the Purchasing Company can:

- declare themselves exempt from corresponding to the Supplier any amounts owed to them, as well as demand from the Supplier the repayment of such paid or acknowledged amounts, in all cases where such payment is in violation of Applicable Law;
- immediately cancel the Order or terminate the Contract;
- ask the Supplier to held them harmless from any responsibility and any substantiated claims of third parties.

### **27. CONFIDENTIALITY**

**27.1.** The Supplier is obligated to preserve Confidential Information, guaranteeing their secrecy, and to use such information for the sole purpose of fulfilling the obligations specified in the Order. The Supplier also undertakes not to disclose, reveal or communicate Confidential Information, even after the cancellation of the Order for any cause, in any way and for any reason at any third party and to take all necessary and appropriate precautions and measures to prevent access, disclosure and unauthorized use of Confidential Information. In view of the above, the Supplier shall not, inter alia, sell any materials to third parties that were to be manufactured on the basis of or through the use of Confidential Information and will have to limit their manufacture to the quantities required under the Order, destroying any rejects and/or surplus. In case of violation of these confidentiality obligations by the Supplier and/or their employees, subcontractors and/or their duly acknowledged representatives, the Purchasing Company expressly reserve the right to terminate the contract pursuant to Article 1456 of the Italian Civil Code, subject to the right to compensation for any damage suffered in each case.

### **28. ORGANIZATIONAL MODEL AND CODE OF ETHICS**

**28.1.** The Purchasing Company has adopted an Organization, Management and Control Model and a Code of Ethics, pursuant to Legislative Decree 231/2001.

**28.2.** The Supplier declares that they have read, that they know, accept and that they undertake to respect - also on behalf of their employees and/or co-workers in accordance with Art. 2049 of the Italian Civil Code - the Purchasing Company's Organization, Management and Control Model and Code of Ethics, adopted by the Purchasing Company pursuant to Legislative Decree 231/2001, as amended, and published on the Purchasing Company's website [www.porsche.it](http://www.porsche.it).

**28.3.** Any violation by the Supplier of the behavioural and procedural rules provided by the Organization, Management and Control Model and Code of Ethics constitutes a breach of contract and sanctions of varying degrees may apply, dependent on the severity of the infringement, as set out by the Organization, Management and Control Model, such as a warning, the enforcement of a penalty or the immediate termination of the contract (Art. 1456 of the Italian Civil Code, to be notified by registered mail and/or by certified e-mail message), but without prejudice to any other legal solution, including the right to compensation for damages.

**28.4.** The Supplier pledges to produce, at the request of the Purchasing Company, all information and documents that the Purchasing Company shall deem necessary to demonstrate compliance with the Code of Ethics by the Supplier, for the purpose of subsequent verification and unquestionable evaluation by the Purchasing Company.

### **29. LANGUAGE AND INTERPRETATION**

**29.1.** The authentic text of these General Conditions of Purchase is in Italian, irrespective of other versions available in other languages for information purposes; therefore, in case of conflict of interpretation, the Italian version prevails and is therefore valid and binding on the Parties.

### **30. APPLICABLE LAW. PLACE OF JURISDICTION**

**30.1.** These General Conditions of Purchase are governed by Italian law.

**30.2.** The Supplier expressly agrees that the place of jurisdiction for any dispute that may arise between the parties in relation to the validity and/or efficacy and/or interpretation and/or execution of the Order and of these General Conditions of Purchase is Padua.

### **31. DATA PROTECTION**

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**31.1.** The Supplier's personal data shall be processed for the purposes and in the manner specified in the Privacy Notice available on PORSCHE Supplier Portal.

**31.2.** If, for the purchase of Goods and/or the provision of Services as described in the Order, the processing of the Purchasing Company's personal data by the Supplier is required, the Parties agree to govern that circumstance by signing a special agreement for the processing of personal data, that will rule such data processing performed in accordance with *pro tempore* applicable regulations.

Place \_\_\_\_ date \_\_\_\_

(Supplier's stamp and signature)

For the purposes of Articles 1341/1342 of Italian Civil Code, the Supplier declares to specifically approve the clauses of the following articles: 2. GENERAL CONDITIONS OF PURCHASE ACCEPTANCE AND AMENDMENTS; 3. PURCHASE ORDER: MINIMUM CONTENTS, ACCEPTANCE AND AMENDMENTS; 4. SHIPMENT OF GOODS; 8. STAFF; 9. TERMS OF DELIVERY - PENALTY CLAUSE QUALITY REQUIREMENTS AND RECORDS SUBCONTRACTING; 13. ASSIGNMENT; 14. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND COPYRIGHT; 15. BRAND PROTECTION. MODELS, DRAWINGS OR KNOW HOW PROVIDED BY THE PURCHASING COMPANY AND/OR OTHER VW GROUP COMPANIES; 16. PROHIBITION OF PUBLICITY. TRADE SECRETS; 19. PAYMENT TERMS; 20. COMPENSATION; 21. SUPPLIER QUALIFICATION PORTAL; 22. FORCE MAJEURE; 23. CANCELLATION; 24. EXPRESS TERMINATION CLAUSE; 26. COMPLIANCE WITH LAWS AND REGULATIONS; 27. CONFIDENTIALITY; 30. APPLICABLE LAW. PLACE OF JURISDICTION

Place \_\_\_\_ date \_\_\_\_

(Supplier's stamp and signature)