



Current as of 15 November 2018

GENERAL TERMS AND CONDITIONS FOR THE SALE OF RESIDUAL MATERIALS AND OBSOLETE FACILITIES OF VOLKSWAGEN AG

These Terms and Conditions are available in a German and an English version. However, the original German version alone is authoritative.

1. General

- a. All deliveries, services and offers provided by Volkswagen AG (hereinafter referred to as “the Seller”) connected with the sale of residual materials and obsolete facilities of the Seller are based exclusively on these terms and conditions. These terms and conditions shall as such likewise apply for all future sales of residual materials and obsolete facilities by the Seller to the Buyer, except where a subsequent agreement is expressly based on an amended version of these terms and conditions.
- b. Incorporation of the Buyer’s business and purchasing terms is herewith denied.

2. Contract conclusion; right of revocation

- a. Offers made by the Seller are not binding and are subject to alteration.
- b. The contract shall become effective upon written confirmation by the Seller of the currently binding offer by the Buyer (“confirmation of order”).
- c. The Buyer undertakes to comply with or implement all obligations arising from public and/or private law and applicable to the Buyer upon entering the purchase agreement. In particular, the Buyer accepts their obligation vis-à-vis the Seller to refrain from any action that could result in the endangerment to the health or property of third parties or the Seller or that could serve to violate a prohibition norm as set out in the law of the Federal Republic of Germany. Should aforesaid endangerment be incurred through neglect, the Buyer shall be obliged to undertake the legally required action within due time.



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Instructions regarding withdrawal from contract

Right of revocation

If you are a consumer within the meaning of section 13 of the German Civil Code (BGB), you have the right to revoke your entry into this contract within 14 days without having to state reasons.

The withdrawal deadline is 14 days from the day on which you, or a third party named by you other than a carrier, acquired the goods.

To exercise the right of withdrawal, you must inform us at

*Volkswagen AG
General Procurement for Services, BA-D
P.O. Box 1603
38436 Wolfsburg, Germany
Fax: +49(0)53619-74928*

Email: sonderverkauf@volkswagen.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You can use the sample withdrawal form attached, though it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we are obliged to refund to you all payments that we have received from you, including delivery costs (with the exception of additional costs due to a type of delivery you may have chosen other than the cheapest standard delivery we offer). This will be done promptly and, at the latest, within 14 days from the day we receive notice regarding withdrawal from this contract. Refunds are made using the same payment method as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We are entitled to withhold the refund until we have received the returned goods or until you have provided evidence that you have sent the goods back (whichever is earlier). You must return or hand over the goods to us without delay, but no later than 14 days from the day you informed us of the withdrawal from this contract. To satisfy the deadline, it is sufficient to send the goods before the deadline of 14 days expires.

You bear the direct costs for the return of the goods. The costs will be assessed at no more than €2,000.00.



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3. Prices

- a. Unless otherwise agreed, the prices stated in the bid and/or negotiations shall apply. Provided no agreements to the contrary exist, prices shall be valid ex-location of the item of purchase and shall exclude packaging and insurance. The costs for dismantling, loading, securing for transportation and transportation proper shall, unless otherwise agreed, be assumed by the Buyer.
- b. Prices are in EUROS and subject to statutory value added tax.
- c. Any additional performance provided by the Seller (e.g. the provision of indoor cranes, stackers, personnel etc.) shall be charged in accordance with expenditure.

4. Delivery and performance times

- a. The Seller shall not be held liable for delays in delivery or performance on the grounds of force majeure or other circumstances beyond the Seller's control or on the grounds of a strike or a lawful lock-out on the Seller's premises by order of the latter's trade association. Such circumstances shall entitle the Seller to postpone the delivery or performance for the duration of the obstruction plus the initial period of recommencement objectively required or to withdraw from the contract, in whole or part, on the grounds of partial outstanding fulfilment of the contract.
- b. The Seller shall be entitled to render at any time partial delivery or performance where such rendering partial delivery or performance can be shown to be reasonable.

5. Passing of risk / warranty

- a. The risk of accidental loss or deterioration of the purchased item passes to the Buyer if removal or loading has begun, or as soon as the shipment has been delivered to the person responsible for transport, but no later than the time of its departure from the item's location (obligation performed at the place of residence of the debtor).
- b. The Buyer shall be obliged and shall have the right – to the extent that the Seller can be reasonably expected to accept this – to examine the subject of sale, its usability and its compliance with the legal stipulations governing the safety of work resources, in which case they shall do so at their own expense. If the Buyer is not the consumer within the meaning of section 13 of the German Civil Code (BGB), they acquire the used purchased item excluding all forms of warranty for material or title defects; this shall not apply in the event of injury to life, limb or health of a user due to gross negligence.



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6. Liability

- a. Dismantling, loading, securing for transportation and transportation proper by the Buyer shall be performed in accordance with generally recognised technical standards and the valid legal stipulations and duty of care, directions from supervisory authorities, accident prevention regulations and the Seller's operating equipment regulations.
- b. All activities on the part of the Buyer or their authorised representative on the Seller's premises shall require the continuous presence of a German-speaking contact for the Buyer who is authorised to take decisions on behalf of the Buyer.
- c. Liability on the part of the Seller, their legal representatives or vicarious agents for cases of slight or medium-level negligence shall be excluded; this shall not apply in cases of death or personal injury.
- d. The Buyer shall exempt the Seller from all claims by third parties that such parties may assert against the Seller on the grounds of any action or failure to act on the part of the Buyer. This shall apply to claims asserted by third parties against the Seller on the basis of public or private law.

7. Payment

- a. Payment shall only be considered to have occurred once the Seller has access to the payment sum.
- b. The Buyer shall only have the right to set-off in the case of undisputed claims or claims determined with legally binding effect.

8. Retention of title / combining

- a. All deliveries performed by Volkswagen AG shall be subject to retention of title.
- b. Should the Buyer combine an item with items not belonging to the Seller, the latter shall be entitled to a share of ownership of the new item proportionate to the ratio of the invoice value of the combined reserved goods at the cost price of the other combined items.
- c. Should the reserved goods be resold, the Buyer shall herewith transfer in advance to the Seller the right to claims arising from such a sale; the Buyer shall continue to have the right to recover the purchase price of the resold goods until this is revoked by the Seller. The Buyer hereby accepts this transfer of the right to claims. This transfer of the right to claims shall occur in the same manner even if the reserved goods should have been combined or changed beforehand in any way by the Buyer or if it should be sold to multiple buyers. The transfer of claims serves as security for the Seller to a maximum equivalent to the amount of the invoice value of the reserved goods sold by the Seller to the Buyer. Should the goods in question be resold by the Buyer together with other goods not belonging to the Seller – be it with or without combinations or additions having been undertaken – the transfer of



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claims shall be valid only to a maximum equivalent with the amount of the value of the goods concerned as stated on the Buyer's invoice.

9. Special terms for the delivery of residual materials

- a. The forwarding and sale of residual materials shall be performed to certified disposal companies only. The Buyer shall enclose with their initial offer to the Seller DIN ISO 9000 ff certification / certification as a specialised disposal company / certification in accordance with the EC Eco Audit Regulation. The Buyer shall upon request by the Seller be under obligation to furnish proof of the proper disposal of residual materials.
- b. Where charges are by weight, the weight shall be determined as follows on the Seller's calibrated scales:
 1. with the overall weight (full) ascertained and the tare allowance for Deutsche Bahn railway carriages
 2. with ascertainment of the tare weight and full weight in the case of trucks, containers etc.

Invoicing shall be based on the despatch weight thus determined.

Weighting charges and shunting costs shall be determined in accordance with the prices at individual plants.

10. Applicable law

The law of the Federal Republic of Germany shall govern. The terms of the UN Law on the Sale of Goods (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) shall not apply.

11. Place of performance and jurisdiction

- a. The place of performance for all obligations for both parties shall be the location from which the delivery is performed.
- b. The place of jurisdiction for all legal disputes arising from or in connection with the contract, including all issues concerning its effectuation, its termination and its continued effectiveness, is Wolfsburg. This agreement on the place of jurisdiction shall likewise extend to cheque-related claims. In the event that the Buyer is not a registered trader, a legal entity under public law or a special fund under public law, the aforementioned agreement on jurisdiction shall only apply if the Buyer has no general place of jurisdiction on domestic (German) territory, if they subsequently relocate their place of residence or place of habitual abode from a domestic (German) address or if their place of residence or place of habitual abode is not known at the time at which a complaint is filed.



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12. Severability

- a) Should provisions of these terms and conditions and the contract on which they are based be or become legally invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. Any invalid or unenforceable provision shall be replaced, to the extent possible, with an appropriate provision that is as similar as possible to what the parties to the contract intended or would have intended in accordance with the meaning and purpose of the contract, provided that the point in question had been considered when this contract was signed.
- b) The parties to the contract shall be entitled to demand that applicable points according to the previous paragraph be documented in writing by way of an amendment to or supplementation of the wording of the contract.

VOLKSWAGEN AG is a publicly quoted stock corporation under German law, with its registered office in Wolfsburg. The Chairman of the Board of Management is Dr. Herbert Diess.

Postal address: Berliner Ring 2, 38436 Wolfsburg

Tel.: +49-5361-9-0

Fax: +49-5361-9-28282

Email: vw@volkswagen.de

VOLKSWAGEN AG is entered in the Register of Companies at the District Court of Braunschweig under no. HRB 100484.

The value added tax identification number of VOLKSWAGEN AG is DE 115235681.



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Sample withdrawal form

If you would like to revoke your contract, please fill out this form and send it to

*Volkswagen AG
General Procurement for Services, BA-D
P.O. Box 1603
38436 Wolfsburg, Germany
Fax: +49(0)53619-74928*

Email: sonderverkauf@volkswagen.de

I/we (*) hereby give notice that I/we (*) revoke my/our (*) contract of sale for the following goods

Ordered on (*) /received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if notification is in paper form)

Date

(*) Cross out as appropriate.