

VW AG/Procurement Division General Terms and Conditions for Renting Movable Items (Current as of 1 May 2018)

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VW AG/Procurement Division
General Terms and Conditions
for Renting Movable Items
(Current as of 1 May 2018)

1. Scope

These terms and conditions apply to the rental of movable items by VW.

2. Definition

VW's contracting partner will be referred to hereinafter as the hirer.

3. Validity of contractual conditions / elements of the contract

3.1

These conditions serve to supplement the VW AG/Procurement Division General Terms and Conditions for Purchasing.

3.2

The elements of the contract are as follows in the order given, insofar as they are applicable and no deviations have been agreed upon:

3.2.1

– the purchase order letter from VW

3.2.2

– the negotiation record(s) in chronological order

3.2.3

– these general terms and conditions for purchasing

3.2.4

– the Procurement Division General Terms and Conditions for Purchasing

3.2.5

– the specifications of version 1.01 which apply to operating resources (*BV*)

3.2.6

– the service request and description (particularly, but not exclusively, the specifications) by VW

3.2.7

In the event of any contradictions within the contractual documentation or their appendices, the order of precedence shall be the order specified above. In the event of any contradictions within the appendices, the order of precedence is chronological (for instance 1 comes before 2); otherwise, the latest appendix has precedence.

4. Obligations during the bidding phase

4.1

The bidder shall check the bidding documentation immediately on receipt for completeness and request the supply of any missing parts from VW without delay.

The bidder is obliged to point out in a separate letter at the time of submitting the bid any missing information or contradictions it has identified in the invitation to bid, including any elements thereof, using the due care that is possible for and can be expected of a specialist company.

4.2

It is requested that a full bid be submitted to cover the entire scope of the properties and features of the item to be rented as required for the contractual use, regardless of whether the properties and features in the bidding documentation are described or not, and whether they are described in any detail.

Insofar as the bidder diverges from the specifications pertaining to the invitation to bid, including all of its elements, regardless of how, the reasons for the divergence must be stated briefly in a separate letter when the bid is submitted.

4.3

Unless otherwise requested or agreed at a later date, the rental offered encompasses the entire scope of care and maintenance work and other repair work by the bidder, provided the rented item is used for its intended purpose. Unless otherwise requested or agreed at a later date, the rental offered also encompasses the provision of a replacement item that is of equal value to the rented item, at the place of operation of the rented item at VW, for the period of such care and maintenance services and other repair services.

4.4

Insofar as instructions and training are required for the contractual use of the rented item at VW, the bidder shall inform VW specifically.

Unless otherwise requested or agreed at a later date, the rental offered also encompasses qualified induction and training at the place of operation at VW.

Even if induction and training are not required, the rental offered shall always include the provision of instructions required to operate the rented item and any other information in the German language, provided no other language has been agreed upon.

4.5

Unless otherwise requested or agreed at a later date, the rental offered shall also include the punctual delivery of the rented item to the place stated in the invitation to bid, or at the place of operation, and also the punctual collection of the rented item on expiry of the rental term. If the invitation to bid does not state a place of operation, and this cannot be deduced, the bidder shall request VW to state the place of delivery before submitting the bid.

4.6

Unless otherwise requested or agreed at a later date, the rental offered shall also include the conclusion of insurance policies by the hirer and maintenance thereof pursuant to 7.2 and 7.3 for the rental term.

4.7

Unless otherwise agreed, the rental offered shall also include the punctual provision of all of the operating resources re-

quired for the contractual use of the rented item at the place of operation during the rental term, including any extension periods, with the exception of electricity and fuel, of which the latter is subject to divergent agreements.

5. Basis of the Agreement

Fulfilment of the contract includes the provision of the rented item in a customised state and ready for use in line with the contract and all of its elements, if not explicitly agreed otherwise.

6. Rented item defects

For every justified notification of a defect by VW, the hirer is obliged to correct the defect immediately. Insofar as separate agreements have been reached between VW and the hirer regarding the maximum period of time between the receipt of the notification of the defect and the initiation of measures to correct the defect locally and/or the maximum period of time for the successful correction of the defect, these shall take precedence. In all other cases of a justified notification of a defect by VW, and in due consideration of the negative impact of the rented item defect on the interests of VW, the defect is to be corrected in a timely manner such that the risk of consequential damage is precluded or at least limited to an unavoidable extent using any reasonable means and reasonable expenditure to correct the defect, regardless of whether the hirer is already liable for consequential damage due to the existence of the defect. Unless otherwise agreed, this shall include the obligation of the hirer to immediately provide a replacement item that is entirely suitable for the contractual use at the place of operation for the duration of the defect correction.

7. Liability, insurance

7.1

The hirer shall indemnify VW against all justified claims made against VW by third parties (including employees of VW) for damages resulting from the intended use of the rented item.

In all other cases, the hirer shall be liable to VW in accordance with statutory provisions.

7.2

The hirer shall adequately insure risks resulting from the intended use of defective rented items by third parties (including VW employees) against third party liability for the rental term, unless agreed otherwise.

7.3

Unless otherwise agreed, the hirer shall appropriately insure the rented item for the rental term against destruction, damage, and loss by criminal act.