

**General Purchasing Terms and Conditions of Volkswagen AG/General Procurement for Training Services (Last updated: 15 June 2016)**

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**General Purchasing Terms and Conditions of Volkswagen AG/General Procurement for Training Services (Last updated: 15 June 2016)**

**1. Scope/definition of terms**

These Terms and Conditions apply to the procurement of training services in relation to events such as seminars, training sessions, workshops and tutorials (hereinafter referred to as “training services”) that are held or organised by VW AG in conjunction with a third party, and supplement the VW AG General Purchasing Terms and Conditions/General Procurement.

The Contractual Counterparty of VW AG possesses specialist educational and methodological knowledge that enables them to render training services and is hereinafter referred to as “the External Provider of Training Services”.

**2. Elements of the contract**

The elements of the contract take the following order of precedence insofar as they are present and no other order of precedence has been agreed upon:

1. The written order of VW AG
2. The minutes to the negotiations (if there are multiple minutes, the most recent shall apply, followed by the next most recent and so on and so forth)
3. The specifications of VW AG
4. These Purchasing Terms and Conditions of Volkswagen

AG/General Procurement for Training Services

5. The General Purchasing Terms and Conditions of VW AG/General Procurement

**3. Contents**

The training services will be specified in mutual consultation with the External Provider of Training Services. All measures necessary in this regard can only be billed with the prior written permission of VW AG. VW AG must be expressly informed in writing of the necessity of any corresponding preparations.

Should the External Provider of Training Services become aware, during the consultation process, of any discrepancies, omissions or errors in the specifications or the way the training services are organised, they shall provide written notice thereof as soon as possible.

**4. Carrying out the training**

The training services will usually be provided at VW AG training facilities or hotels specially booked by VW AG.

The External Provider of Training Services will ask the participants to complete the attendance lists and feedback questionnaires provided by VW AG with the other participant documents and, if apparent, inform VW AG of any implausibility in the information provided by the participants.

If the number of participants deviates from the total number of participants shown on the attendance lists, the External Provider of Training Services must inform the VW AG contact person named in the specifications as soon as the event has begun. VW AG reserves the right to replace participants who are unable to attend with other participants.

If the trainer of the External Provider of Training Services is unable to attend, the External Provider of Training Services will provide a trainer of at least equivalent qualifications or certification. (Trainers and speakers with specialist knowledge will only be deployed by mutual consent).

Where framework agreements are in place, the following provision also applies in respect of the reserved capacities of the External Provider of Training Services: the External Provider of Training Services shall, as part of the contractual relationship, reserve the capacities of trainers with the necessary skill set, as defined in the specifications, for the entire term of the agreement. These capacities serve purely as planning tools and are agreed upon annually for the following year no later than the end of December of any given year. A mutual contractual obligation only

materialises once an individual contract or service request comes into effect in relation to the framework agreement. In the event that any costs are incurred due to the holding of capacities, the External Provider of Training Services must provide notification thereof without delay, but no later than during the planning for the following year at the end of any given year, and give VW AG an opportunity to waive its right to reserve capacity.

## **5. Secrecy**

The External Provider of Training Services undertakes to observe strict confidentiality vis-à-vis third parties in respect of any information gained as a result of or in connection with the working relationship with VW AG. This confidentiality obligation applies accordingly to the employees assigned by the External Provider of Training Services without the External Provider of Training Services being able to use this to relieve themselves of their obligation. For both their own protection and to safeguard the confidentiality interests of VW AG, the External Provider of Training Services shall bind their own employees to the confidentiality obligation and supply VW AG with proof of this on request.

The External Provider of Training Services undertakes to observe strict confidentiality vis-à-vis third parties in respect of the agreement as well as the contents and provisions thereof. If, in exceptional circumstances, the contractual counterparty plans to make reference to the business relations with VW AG in its advertising, this requires the prior written permission of VW AG. Any permission granted in these exceptional circumstances is restricted solely to the advertising materials submitted for approval by the External Provider of Training Services.

## **6. Rights of use**

In respect of documents drawn up by the External Provider of Training Services specially for the event (possibly in conjunction with VW AG), VW AG is granted an exclusive, transferable and irrevocable usage right with no restrictions in terms of content, time or place. As regards other documents in respect of which the External Provider of Training Services has had a right reserved, expressly and in writing, by VW AG or such documents as the external provider of services has brought with them to the event, VW AG shall be granted a non-exclusive, irrevocable usage right with no restrictions in terms of content, time or place that includes the right to make copies for use within the Volkswagen Group.

## **7. Payment/cancellation terms**

The dates for the provision of training services shall be agreed in mutual consultation between VW

AG and the External Provider of Training Services and then set down in binding form in writing. If the training service is cancelled for internal reasons at VW AG, the External Provider of Training Services is only entitled – with all other claims excluded – to payment for the agreed preparatory services that have been demonstrably rendered up to the point of the notice of cancellation being received.

In respect of cancelled training services themselves, the following terms of cancellation apply:

Up to 14 days prior to the start of the seminar: free cancellation for VW; between 13 and 7 days prior to the start of the seminar: payment of 50% of the daily rate; 7 days or less prior to the start of the seminar: 100% of the daily rate.

VW AG shall, wherever possible, make cancellations prior to the start of the event to the Contractor in writing, otherwise by phone and then confirmed in writing.

The training times depend on the requirements of the order (in the evening if necessary) and will be agreed upon between the External Provider of Training Services and VW AG ahead of each event. Payment shall include

the demonstrable number of event days necessary to render the service. Concept development days may only be billed, and will only be paid for, by mutual written agreement between the External Provider of Training Services and VW AG.