

General purchasing terms and conditions of VW AG / General Procurement division for translation services (version: 15 November 2023)

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General Purchasing Terms and Conditions of VW AG/General Procurement for Translation Services (version: 15 November 2023)

1. Scope

These terms and conditions apply to the provision of translation services on time and in line with requirements.

2. Validity of contractual conditions / elements of the contract

2.1

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

2.2

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

2.2.1

- the request/order letter from VW

2.2.2

– the negotiation record(s) in chronological order

2.2.3

– these general terms and conditions for purchasing

2.2.4

– the Procurement Division General Terms and Conditions for Purchasing

2.2.5

– the specifications of version 1.01 which apply to resources

2.2.6

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

3. Individual job

Individual jobs are assigned either via the GOCAT or DELS Translation systems, or as an exception outside the systems via email.

3.1

VW assigns the contract partner a job via the translation management system. The contract partner is notified of the order by means of an automatically generated email.

If the job is assigned using GOCAT, the contract partner can see the new job order under “My Tasks”. The contract partner confirms acceptance of the job with the corresponding GOCAT function.

If the contract partner is unable to accept the job, it is obliged to decline it within three hours using the corresponding GOCAT function. It must also notify VW via email, whereupon VW will withdraw the job from GOCAT.

If the job is assigned using DELS Translation, it is considered accepted once the assigned project package is downloaded. If the contract partner is unable to accept the job, it is obliged to decline it within three hours outside the system via email. In this case, VW will withdraw the job in DELS Translation.

3.2

Job orders outside the system are placed when VW sends an FM (Fremdsprachenmanagement – Language Services) job via email. In this case, the contract partner must confirm acceptance of the job via email within three hours. The contract partner is obliged to sign the FM job and return it to VW via email within 24 hours.

3.3

VW reserves the right to cancel an order/job. VW will notify the contract partner accordingly in writing.

4. Performance of the translation service

4.1

The contract partner is obliged to perform the translation service in line with VW's requirements and procedures, in particular those described in clause 2.2.6, and in the correct style, true to the original and without errors.

4.2

The contract partner is to perform the translation service in full within the agreed period or by the agreed time. If no period or delivery deadline has been agreed and none arises from the parties' other agreements, the contract partner is to perform the translation service in full within a reasonable period.

4.3

The contract partner's translation service will be accepted if it fulfils the requirements as per clauses 4.1 and 4.2.

If VW does not accept or reject the job, stating its reasons, within four weeks, the project is deemed to have been accepted. This does not affect any warranty claims. VW will notify the contract partner if the delivery is incomplete or defective. If it is not possible to correct the errors due to deadlines, clause 8 applies.

4.4

Without the explicit written approval of VW, the contract partner may not forward documents to third parties that were provided by VW irrespective of the reason. The contract partner ensures by means of a separate suitable agreement with its staff that they also comply with the aforementioned obligation.

The contract partner is authorised to retain one or more copies of the information made available to them for the duration of the contract, as verification of the services they performed, to guarantee work under the warranty and any contractually agreed maintenance.

Once the contract comes to an end, the contract partner is further obliged to destroy all of the information effectively and

demonstrably and to confirm its destruction to VW in writing upon request.

5. Copyright

The contract partner irrevocably grants VW the exclusive right to use the translations to the full extent as determined by the purpose of the translation.

If translations are carried out using translation memories, these translation memories become the property of VW. The contract partner is obliged to provide VW with the translation memories without delay.

VW has the unlimited right to change or supplement the translations or to use excerpts from the translations.

VW is further authorised to transfer, grant or license its full right of use to third parties, with or without charge.

The contract partner waives the right to be given credit for the translation.

Once the agreed fee has been paid for all types of use, VW and its affiliates as defined by Sections 15 et seq. of the Stock Corporation Act (AktG) hold the rights to use the products of this agreement, including beyond the duration of this agreement. In its offer, the contract partner is to confirm in writing that the rights of use are transferred to VW and its affiliates as defined by Sections 15 et seq. of the AktG when VW accepts delivery.

If the contract partner uses sub-contractors, it is to include the above obligations in its agreements with the sub-contractors, so that VW has the same rights to use the translations and translation memories as if the contract partner had completed the translation itself.

6. Fees and prices

6.1

The contract partner provides VW and its affiliates as defined by Sections 15 et seq. of the AktG with its translation services on the most favourable terms it offers to the VW Group and its affiliated companies worldwide and with the same quality.

6.2

The contract partner's fee is based on the provisions set down in the separate fee agreement.

6.3

A fee is only payable for services charged in euro at unit prices (per word or per hour), depending on the order. The unit prices agreed in the order are to cover without exception all of the expenses incurred in connection with providing the services.

6.4

Any additional cost-based services that are provided during the term of the contract must be agreed to by the parties in writing before they are carried out.

6.5

In the event that the service is compensated on an hourly basis, the contractual partner must provide VW with a precise list of the times of the provided services in writing without delay.

7. Liability for defects

The contract partner is liable in accordance with the statutory provisions for any financial losses for which it is responsible. Claims for defects are subject to legal provisions; as a rule, the statute of limitations is three years.

8. Defects

If the service provided contains defects and VW asks for it to be rectified, the contract partner is obliged to rectify the defects within 24 hours. Rectification includes the correction of errors identified in the current document and in other documents that the contract partner has worked on and the updating of relevant translation memories. If the contract partner is not able to rectify the work within the aforementioned deadline or if the rectification within this deadline is not successful, VW can at its discretion:

- rectify the defects itself and demand reimbursement of its necessary expenses or

- reduce payment of the fee by a reasonable amount.

In individual cases VW reserves the right to ask the contract partner for a written statement, to escalate the matter by inviting the contract partner to a supplier meeting or to initiate an on-site quality audit.

9. Invoicing

Invoicing for fully completed translation services is generally carried out electronically.

Invoices are to be submitted with the following information:

- Order number or FM job number
- Supplier number
- Title of translation
- Translation service and price in accordance with the figures listed in the framework agreement concluded with the contract partner
- Quantity, including product unit, unit price, match analysis
- Order date
- Delivery date

All documents sent by VW with the order are to be attached to the invoice as annexes if they are relevant to the billing process. The job is to be attached to the invoice as an annex.

10. Confidentiality

The contract partner is obliged to treat all industrial and trade secrets as confidential. Trade and business secrets include, in particular, all business and personal data, development, research and planning data, quotations, responses to quotations, documents from enquiries regarding forward/global sourcing processes, other enquiries and all associated processes, as well as confidential information received verbally or in writing, knowledge gained, results from work, expert opinions and materials, samples, drawings, computer simulations, data, files, information from the Volkswagen supply net as well as hardware and software. This also includes vehicles, components and parts of vehicles not representing series production status, and all trials, trial instructions and planning

together with their results, and information relating to employees of VW. The term “confidential” applies to all information, knowledge or materials provided as a result of a job or collaboration with VW, or that are labelled or recognized as such, as well as those of which premature knowledge would be useful to a competitor, as well as all personal data pursuant to the EU General Data Protection Regulation in conjunction with the Federal Data Protection Law. This shall not apply insofar as the disclosing party explicitly waives the confidentiality requirement either in full or in part in writing.

The nondisclosure agreement shall not apply to information or confidential items which were verifiably already known to the public at the time of their disclosure, i.e. had been published or were generally accessible or already known, or became known to the public through no fault of the contracting party, or were lawfully made public after their disclosure to the contracting party by a third party without limitations in regard to their nondisclosure or use, or have to be made public due to a binding official or judicial order or mandatory legal provisions and VW was informed thereof in sufficient time in advance of the required disclosure in writing.

Industrial and trade secrets may only be recorded if required for the purpose of the contract. In maintaining confidentiality, the contract partner shall act with the due diligence and care of a prudent and conscientious businessman, but at the least with the same care it would apply when handling its own confidential information.

The contract partner shall use the information and documents that have been or will be made accessible to it in the context of its cooperation with VW only for the purpose of fulfilling its contractual obligations relating to this contract. The same applies to the results, data and knowledge gained in conjunction with this contract or the individual contracts. VW has the right to publish the technical, commercial or organisational details of

affiliated companies in the context of sections 15 et seq. of the German Stock Corporation Act (AktG), provided that these affiliated companies undertake to maintain the corresponding confidentiality.

The contract partner undertakes to immediately safeguard all information and data belonging to VW from access by unauthorised third parties in line with state-of-the-art technology as far as is possible and reasonable, safeguarding it in particular from theft, loss, manipulation, damage and any form of reproduction.

Should the contract partner have information indicating that unauthorised third parties have become privy to the information and data, it shall inform VW immediately and introduce all measures required in agreement with VW to resolve the situation, and if appropriate to prevent future unauthorised access.

Should the contract partner save, process or handle the information and data in its data processing systems, it shall ensure that unauthorised third parties shall not have access to this data.

The contract partner undertakes to return all information, data, documents and storage media to VW upon completion of the job. Furthermore, the contract partner shall remove all of the data and information from its data processing systems, and also, at VW's discretion, either return all replicated data and storage media to VW or destroy that information in a way that prevents it from being reconstructed. The contract partner shall provide written confirmation of the complete return or destruction of said data upon VW's request.

The contract partner is obligated to comply with all provisions relating to data protection regulations as amended, and shall observe these provisions. The contract partner shall inform its entire staff of the respective provisions of the data protection regulations and shall obligate its staff to observe data secrecy. The corresponding statements shall be presented to VW or its data protection officers upon request.

Insofar as not otherwise prescribed by legal or official provisions, and insofar as

not otherwise agreed, the confidentiality and nondisclosure agreement shall be valid in each case for five years from the date on which the contract between VW and the contract partner is signed.

11. Place of performance

Place of performance and court of jurisdiction are Wolfsburg.