

Special terms and conditions of purchase for blanket orders related to construction services, VW AG / general purchasing division (current as of 1 May 2018)

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(Current as of 1 May 2018)

1. Validity of the contractual conditions / contractual elements

1.1

These terms and conditions shall supplement the general terms and conditions of purchase, VW AG / general purchasing division, the general terms and conditions of purchase for facilities and construction works, VW AG / general purchasing division, the special terms and conditions of purchase for construction services, VW AG / general purchasing division and the general terms and conditions of purchase for blanket orders, VW AG / general purchasing division.

1.2

The contractual elements shall appear in the following order of precedence, this as far as available and not otherwise agreed:

1.2.1

- the VW order description for individual requests

1.2.2

- the VW order description for blanket orders

1.2.3

- the negotiation records in chronological order

1.2.4

- these special terms and conditions of purchase

1.2.5

- the general terms and conditions of purchase for blanket orders

1.2.6

- the special terms and conditions of purchase for construction services,

including the additional contractual elements listed in fig. 2.4.4 onwards

2. Service provision

2.1

The services to be carried out by the contractual partner primarily comprise those to be executed at the plants during the ongoing production process. The contractual partner shall be obliged to organise and execute all its services in such a way that VW's production processes are not hindered as little as possible, and to ensure that any unavoidable hindrances do not exceed the extent agreed per individual request.

In particular, the continual deployment of the contractual partner's employees shall not be guaranteed.

Furthermore, the contractual partner shall be obliged to perform its services during production-free times (downtimes), where possible, executing these, for example, on Sundays and bank holidays in accordance with the request in question. In principle, the contractual partner shall be obliged to commence its service provision within a single working day upon receipt of the individual request, and to complete this as quickly as possible.

In exceptional cases, the contractual partner shall be obliged to commence the service provision immediately upon receipt of the individual request notification.

2.2

The contractual partner shall be obliged to organise its business in such a way as to ensure that individual requests from VW may be dealt with personally on Mondays to Fridays between 7:30 am and 4:30 pm. The contractual partner shall be obliged to ensure the continual availability, by mobile telephone, of an authorised employee outside these times.

3. Invoicing

3.1

The prices for blanket orders are fixed prices, subject to any changes to services

by VW. A price escalation has not been agreed for the period of the blanket order.

3.2

The total order value shall act as an order value limit in terms of fig. 3.3 of the general terms and conditions of purchase for blanket orders.

The precise distribution of the maximum number of actual items which can be requested in conjunction with the total order value in accordance with the specifications may fluctuate significantly, with the effect that the previous sentences shall not be binding. Neither party shall be entitled to request individual items.