

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES****0 - DEFINITIONS:****PURCHASER:**

In every case, PURCHASER means VOLKSWAGEN ARGENTINA S.A. /VOLKSWAGEN S.A. DE AHORRO PARA FINES DETERMINADOS.

**SELLER:**

Supplier bound under the terms of these General Conditions.

**DOCUMENTATION:**

Any contract entered into additional to the Purchase Order and the present CONDITIONS, as well as any bidding, quotation, scope of work, specifications catalogue, Bidding Conditions (*Lastenheft*), Rules, specifications, nomination letters, trading agreements, drawings, plans, designs, any type of annexes and in general an information, contained on electronic or printed means received the SELLER for performing the operation set forth in the Purchase Order.

**SAMPLES:**

Every element deemed an example or model of the goods and/or services requested from the SELLER for no consideration or for valuable consideration through the Purchase Order.

**1 – CONTRACT CONDITIONS AND NON-ASSIGNMENT TO THIRD PERSONS:**

1.1- The general and special conditions specifications with their annexes, Purchase Orders, these general conditions and written instructions from the PURCHASER that may be enclosed or sent and any other document previously defined as DOCUMENTATION, constitute the final description of the elements and conditions that, jointly with SELLER's offer, govern the supply or hiring of services from the SELLER.

The submission of the offer by the SELLER and/or the commencement of the SELLER's works shall constitute the acceptance by SELLER of all the terms and conditions included in the general and special conditions with their annexes, Purchase Orders, these general conditions and written instructions from the PURCHASER. In that sense, excluded is any understanding or background of any kind that PURCHASER has not set or accepted expressly in writing.

1.2- The entire DOCUMENTATION that forms the contract with SELLER shall be deemed reciprocally explanatory. In case of inconsistencies between the DOCUMENTATION and/or between the DOCUMENTATION and SELLER's offer, the following prevailing order shall be followed:

1. Special Conditions and annexes thereto
2. General Conditions and annexes thereto
3. Purchase Orders
4. These General Contractual Conditions Applicable to Purchase Orders of Production Pieces and of Non-Productive Goods and Services", and other Annexes thereto
5. Any other DOCUMENTATION not listed above, and
6. SELLER's offer

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

1.3- SELLER shall in no way assign to third parties the execution of the works of the Purchase Order, unless the PURCHASER has expressly and previously granted its written consent therefor. In addition, the SELLER waives its right to assign the credits with the PURCHASER unless the PURCHASER has expressly and previously granted its written consent therefor. The assignments of rights that may eventually be made by SELLER, as opposed to the express authorization request described above, will be unenforceable against the PURCHASER.

1.4- In turn, the PURCHASER may, without need of authorization from the SELLER, fully or partly assign its contractual standing and/or rights emerging from the hiring and/or the Purchase Order to any company of the Volkswagen Group, granting SELLER its express consent to this power.

**2 – EXECUTION/RENDERING.**

The component parts ordered and the services requested must be prepared and/or rendered with care and diligence, meeting the quality and safety requirements taking into account the purpose for which they have been requested.

**3 – PURCHASER SATISFACTION**

The Purchase Order defines exactly the purpose or service to be provided, which must be submitted to the relevant essays and tests in order to determine if it meets the specifications required by the PURCHASER.

**4 - CHANGES**

4.1- By means of a modification to the Purchase Order the PURCHASER may at any time introduce changes to the plans, designs, prices, payment conditions, and other specifications of the material or services covered by the Purchase Order

4.2- If such changes affect the delivery time, the manufacturing cost, the service cost or the cost of packing or shipping the materials, the PURCHASER shall make an equitable adjustment of the delivery date or price, or both, with prior agreement in writing with the SELLER.

4.3- SELLER will not make any changes in the design, preparation, delivery, date or place of delivery of the supplies except in accordance with the instructions of the PURCHASER or with the written approval of the latter.

**5 – DELIVER PLACE AND TIME**

5.1- The Purchase Order defines exactly the place where the SELLER must deliver the goods or services requested, as well as the delivery time.

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

5.2- For each day of delay in the deadlines set for delivery, a penalty will be applied to the SELLER in relation to the damages caused, authorizing the PURCHASER to debit from SELLER's account said concepts.

5.3- If the PURCHASER decides to receive the articles and/or the rendering of the service with a delay from SELLER, this latter accepts that the PURCHASER may charge the fine agreed for the delay in the delivery term, without the PURCHASER having to prove that it suffered damages or injuries due to SELLER's breach. It is expressly acknowledged that the fine imposed and/or charged to the SELLER for such breaches is of a purely punitive nature, the purpose of which is to punish the poor quality of the articles and/or the poor performance of the services rendered and/or the delay in the delivery of the articles and/or the rendering of the services untimely or beyond the expected term. Consequently and additionally, the PURCHASER reserves the right to claim the damages caused by SELLER's breach.

5.4- Any delay and/or non-compliance with the deadlines set by PURCHASER for developing the goods and/or services subject matter of this Purchase Order will be taken into account for the purpose of awarding future tenders, without prejudice to the PURCHASER's right to claim any damages and losses caused by the breach.

**6 – FREE LEASE**

6.1- The PURCHASER retains the ownership of all the material, installation, toolkit, sample, instrument or good of any nature acquired or supplier to SELLER by PURCHASER for use in manufacturing material covered by the Purchase Order. The SELLER shall use such goods exclusively to manufacture the material covered by the Purchase Order according to the clauses and conditions set forth in the Free Lease Agreement entered into to such end. If a use other than the agreed with PURCHASER is made, this latter may leave without effect the Purchase Order according to the provisions in clause 21, and further proceed as set forth in the mentioned Free Lease Agreement.

6.2- The SELLER receives such goods in free lease and undertakes to keep them marked with the legend "Property of Volkswagen Argentina S.A.", separate from its goods and those of third persons and not to withdraw them from its factor without the prior and written authorization from the PURCHASER.

6.3- The SELLER shall keep the goods received in a free lease in perfect conditions of use in accordance with the provisions of the Free Lease Agreement signed for that purpose, except for natural wear, being responsible for losses, breakdowns, and/or any damage caused to the leased goods due to its fault or negligence, for which it shall hire the corresponding insurances. It must immediately notify PURCHASER in writing of any deterioration that could render them useless for the purposes for which they were assigned, the SELLER being liable for the worsening suffered by the property as a result of the delay in notifying the PURCHASER.

6.4 – The PURCHASER shall be entitled to inspect such goods at the SELLER's plant at any reasonable time as well as the SELLER's records required. The SELLER, at the request of PURCHASER, shall prepare such goods immediately, pack them and mark them conveniently so that they are removed from its plant.

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

6.5- The SELLER shall hire and keep in force, with a first-line insurance company, the insurance required by PURCHASER to keep the integrity of the property given under free lease.

**6 bis - SAMPLES AND PROTOTYPES**

The SELLER shall in every case submit to the PURCHASER for approval the samples or prototypes of the articles (and if applicable of the services), before the serial start or on the required date, or otherwise one(s) sample(s) of the article(s) of the SELLER's production line. The delivery of samples and/or prototypes must be within the agreed deadlines and in accordance with the provisions of the quality certification system that the PURCHASER requires in relation to new parts, modifications of features, as well as modifications of procedures for all the dimensions, functions and materials affected. In the event that, due to causes attributable to SELLER, it does not comply with the delivery of samples within the agreed term, it shall cover the expenses caused by its delay. This also applies for second or continuous releases due to rejections.

It is understood that, although the Purchase Order covers samples and quotations, this does not imply the PURCHASER's commitment to approve such samples, or to cover the expenses generated for the production thereof (unless otherwise agreed), nor does it force to enter an order or formal negotiation with the SELLER regarding the goods and/or services from which the sample has been provided.

**6 ter – DELIVERY OF MATERIAL. CONSIGNED MATERIAL**

If due to or on occasion of the supply of the good and/or the rendering of the service contracted by the PURCHASER to the SELLER, this latter must receive material owned by the PURCHASER, for submission to any process and/or incorporation into the service or to be provided by the SELLER to the PURCHASER, the modality under which said material will be delivered will be defined, exclusively, by the PURCHASER.

If the PURCHASER decides to deliver the material in consignment, said consignment will be governed by the terms and conditions of the Bidding Conditions (*Lastenheft*) sent by the PURCHASER to the SELLER to that end for signature -or any future document in replacement thereof-. There will be no delivery of material on consignment without the signature and delivery of said document by the SELLER to PURCHASER. Otherwise, it will be understood that the material has been acquired by the SELLER, this latter having to pay the corresponding cost to the PURCHASER or, upon express agreement of the PURCHASER, discount that cost from the price to be charged to PURCHASER as consideration for the good or service provided.

The PURCHASER keeps the ownership of the materials delivered in consignment.

**7 - VERIFICATION**

When so required by the PURCHASER, the SELLER must keep records such to allow the PURCHASER to verify the real costs of SELLER in the production of materials or the

<b>VOLKSWAGEN</b> <small>ARGENTINA</small>	<b>ANNEX 2</b> <b>IO – 074 – 4100</b>	<small>VERSION: 005</small> <small>VALIDITY: 01/10/2015</small> <small>LAST AMENDMENT: 17/02/2021</small>
<b>GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES</b>		

rendering of services for the PURCHASER, so that on such basis the prices of a transaction are determined. The PURCHASER shall have access to such books and records at any reasonable time up to 2 (two) years after the final payment for said material or services.

## **8 - PACKING – LABELING – SHIPMENT**

8.1- Every delivery must be properly packed, labeled and shipped, using the means recommended by the PURCHASER, or the fastest, most economical and safest means. The SELLER undertakes to comply with the "Logistics Manual of Volkswagen Argentina S.A." and with each of the duties therein set forth, and with any future amendment or addition thereto. For this purpose, SELLER undertakes to enter the relevant extranet page and consult the Logistics Manual. The SELLER cannot argue unawareness of any modification or addition made in the extranet of Volkswagen Argentina S.A. to dodge liability for the lack of compliance therewith.

In case of breach of the duties set forth in the Logistics Manual of Volkswagen Argentina S.A., SELLER shall be subject to a daily fine equal to 0.1% of the amount of its invoicing, in the month immediately prior to the occurrence of the breach, authorizing the PURCHASER to debit such amounts from the SELLER's account. The SELLER shall reimburse the PURCHASER for any expenses incurred due to packaging, labeling or improper shipping. It is expressly acknowledged that the fine imposed and/or charged to SELLER for such breaches is purely of punitive nature, the purpose of which is to punish the poor quality of the services provided. Consequently and in addition all, the PURCHASER reserves the right to claim the damages caused by the breach of the SELLER.

8.2- Unless otherwise indicated in the Purchase Order, SELLER will not invoice for packaging, movement, storage or transport.

## **9 – SPECIAL DELIVERIES**

If due to negligence or inability of SELLER to meet the delivery date, the PURCHASER is forced to withdraw the materials covered by the Purchase Order or to proceed to its delivery through extraordinary means, the SELLER shall reimburse the PURCHASER for the expenses that it would have incurred in such concept, the SELLER authorizing the PURCHASER to debit from SELLER's account said amounts and/or to compensate them with any sum that for any reason the PURCHASER must pay to the SELLER. If there are no sums against which to debit or compensate, the SELLER must reimburse the expenses to the PURCHASER within 48 hours from being so required.

## **10 – MATERIAL DELIVERY AUTHORIZATION**

10.1- Unless the Purchase Order expressly provides for a delivery date, SELLER shall not manufacture the materials covered by the Purchase Order, shall not purchase the raw materials for its manufacture but in the quantity and date indicated by the Deliveries Authorization Form.

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

10.2- The Deliveries Authorization Form shall be made available to the SELLER in the Extranet, who shall access and download it for use. The publication of the Form in the Extranet shall imply its acceptance by the SELLER as long as this latter does not notify its rejection to the PURCHASER in writing (to the Logistics and Supply Departments) within 72 hours from publication.

10.3- The PURCHASER shall not be liable for shipments on unauthorized dates or amounts. At the option of the PURCHASER the shipments in excess of the authorized may be returned to the SELLER, and this latter shall pay to the PURCHASER any packing, handling, selection and transport expenses made in relation to said excess deliveries, or receive them with deferred payment date, the SELLER authorizing the PURCHASER to debit from the SELLER's account said amounts and/or to compensate them with any sum payable for any concept by the PURCHASER to the SELLER. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER with 48 hours from being so required.

The PURCHASER may occasional alter the delivery dates specified on the Purchase Order or in said authorization, or temporarily suspend shipments.

## **11 - INSPECTION**

The PURCHASER expressly reserves the right to conduct at any time the tests and audits it deems necessary to verify the compliance with the quality assurance measures as the quality proper of the articles and/or services provided.

If the materials are defective as to composition, labor or otherwise fail to comply with the specification of the Purchase Order, the PURCHASER shall be entitled to:

11.1- Reject them, in which case it shall make available to the SELLER the thing or shall claim the relevant price refund. If the material rejected made available to the SELLER is not withdrawn in time, prior sufficient notice, may be destroyed by the PURCHASER, at the expense of SELLER. To such end, the SELLER shall authorize the PURCHASER to debit from SELLER's account the expenses incurred by the PURCHASER for destroying and/or compensating them with any sum for an concept this must pay to SELLER. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER within 48 hours from being so required.

11.2- Withholding and correction. In this case, the SELLER shall refund to the PURCHASER the work and material expenses necessary to cure the defect, the PURCHASER being entitled to debit from SELLER's account the expenses incurred. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER within 48 hours from being so required.

11.3- Withholding and claiming refund of the part of the price equal to the good's loss of value as a result of its defect/s.

**11. bis-** Notwithstanding the provisions of paragraphs 11.1, 11.2 and 11.3, in the event that the materials delivered are defective, or in the case of late deliveries or differences in quantity, the PURCHASER may seek repayment from the SELLER of the costs and expenses of any nature derived from such breaches, the SELLER authorizing to PURCHASER to debit from

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

SELLER's account said amounts and/or to compensate them with any sum that for any reason the PURCHASER must pay to the SELLER. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER within 48 hours from being so required.

**11. ter (i)** The PURCHASER reserves the power, at any time, even after the last payment corresponding to the Purchase Order, to request SELLER, and this latter is forced to submit immediately, all documents and clarifications that may be necessary to proceed with the verification and acknowledgment of the data generated by the respective Invoices/Trade Acceptances, including those inherent to those already accepted. To such end, the PURCHASER or the auditor authorized thereby, if deemed appropriate, will have access to the SELLER's facilities, within ordinary working hours, with the aim of proceeding to the examination of the relevant documentation.

**11. ter (ii)** For compliance with the above, and also for tax purposes, the SELLER must keep in its possession the records of labor and materials used and other relevant documents, for a term of 10 (ten) years, counted from the year following that of the final payment of the Purchase Order.

**11. ter (iii)** If by virtue of the aforementioned audit any irregularity or discrepancy arising from an act, fact, action or omission attributable to SELLER is verified, the latter is obliged, depending on the fact, to: (I) take all measures necessary to proceed to its regularization; (II) undertake any expenses resulting therefrom; (III) compensate the PURCHASER for any amount that it had to pay therefor; and (IV) be liable for the damages and losses, if it were the case, keeping the PURCHASER harmless from any claim in this respect. To this end, the SELLER authorizes the PURCHASER to debit from SELLER's account such amounts and/or to compensate them with any sum that for any reason the PURCHASER must pay to the SELLER. If there are no sums against which to debit or compensate, the SELLER must refund the expenses to the PURCHASER within 48 hours from being so required.

## **12 WARRANTIES**

12.1- SELLER warrants that the materials delivered abide by the "approval tests" (*Typprüfung*) and safety tests indicated on the drawings and/or technical specifications of the PURCHASER, as well as the planes, specifications, designs, samples or other elements provided or indicated by the PURCHASER; that have been manufactured in accordance with the quality assurance instructions "Formel Q Quality Capacity" and the specifications and/or procedures set forth in the "Quality Manual of Volkswagen Argentina S.A." and/or the provisions of the special bussing conditions applicable and those in force in the VOLKSWAGEN consortium and the rules applicable to the Automotive and autoparts industry, which are known and accepted by the SELLER, its amendments or additions and/or any other that supersedes them in the future; that are suitable and sufficient for their intended purpose; tradable; of good material and labor; and free of defects.

12.2- The SELLER guarantees that it shall not sell or assign to third parties materials manufactured under registered trademarks and/or under plans, specifications, designs, samples or other elements provided or developed together with PURCHASER, unless previously authorized by PURCHASER, even if they have been rejected by the PURCHASER.

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

It also guarantees that it will not sell or transfer to third parties the plans, specified together with the PURCHASER.

12.3- The SELLER guarantees that it will give trade secret treatment to all the information received from the PURCHASER. Any data and/or information and/or documentation that the PURCHASER provides to the SELLER by any means, whether verbal, written, magnetic, etc. for the purpose hereof must be considered confidential, so SELLER shall be obliged not to reveal said data or information or transmit them in any way to third parties. The SELLER will ensure that the same confidentiality obligation is undertaken by its directors, employees, suppliers and/or sub-suppliers, for whom it is absolutely responsible.

12.4- The guarantee granted by the SELLER to the merchandise subject matter of the Purchase Order shall correspond to that which the law or the PURCHASER, the broadest of both, grants to the PURCHASER's products, marketed both in the country and abroad.

12.5- For the case where the PURCHASER must answer as against third parties for its guarantees provided, it will be entitled to seek repayment from SELLER any amount that it has been forced to pay for such reason, including but not limited to amounts of convictions, expenses, costs and attorneys' fees. In that sense, at the request of the PURCHASER, the SELLER shall reimburse said sums, the PURCHASER being able to implement said reimbursement by means of:

A: Compensation for possible credits from the SELLER.

B: Sending a debit to SELLER for immediate collection.

Otherwise, the SELLER must reimburse the PURCHASER the referred sums within 48 hours from being so required.

12.6- The ordinary indemnity of guarantee to be given by the SELLER will cover the cost of the merchandise, additional expenses and any other compensation to third parties for material or personal damages, including but not limited to amounts of convictions, expenses, costs and attorney's fees.

12.7- PURCHASER will inform SELLER of the basics of the debit issued as collateral, as long as it is so requested.

12.8- The SELLER guarantees to PURCHASER that it is the only party responsible for the labor relations and/or contracts it generates with its dependents for the fulfillment of the obligations under its responsibility derived from this Purchase Order and that in such character will fully comply with all the labor, social security, and/or labor risk regulations. The SELLER shall hold the PURCHASER harmless for any claim that the latter receives by virtue of the acts or omissions of the employees of the SELLER and/or of the personnel hired directly or indirectly by the latter, undertaking to reimburse the PURCHASER any amount that it has been forced to pay for such a reason, including but not limited to amounts of convictions, expenses, costs and attorneys' fees. In this sense, at the request of the PURCHASER, the SELLER shall reimburse said sums, and the PURCHASER may implement said reimbursement through:

A: Compensation for possible credits from the SELLER.

B: Sending a debit to SELLER for immediate collection.



<b>VOLKSWAGEN</b> <small>ARGENTINA</small>	<b>ANNEX 2</b> <b>IO – 074 – 4100</b>	<small>VERSION: 005</small> <small>VALIDITY: 01/10/2015</small> <small>LAST AMENDMENT: 17/02/2021</small>
<b>GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES</b>		

Otherwise, the SELLER must reimburse the PURCHASER the referred sums within 48 hours from being so required.

12.9 In case of breach of any of the items detailed in point 12, the SELLER shall indemnify the PURCHASER for the damages and losses caused.

### **13 – PATENTS**

13.1- The SELLER guarantees that the materials of its design, and its sale or use, alone or in combination with other materials, do not infringe any patent or intellectual property right in the Republic of Argentina or abroad, and agree to defend and assist in the defense of the PURCHASER and of any person who, for selling or using the PURCHASER's product, is subject to a trial for infringement of a patent or any intellectual property right, and undertakes to indemnify them for any damages or harm.

13.2- The SELLER grants a license to the PURCHASER to repair, relocate and/or reconstruct by itself or through third parties the design material of the SELLER acquired by the PURCHASER under a Purchase Order.

13.3- Any document presented or acquired by the SELLER under a Purchase Order will belong to the PURCHASER. All drawings, know-how and confidential information supplied by the PURCHASER to the SELLER and all rights thereon shall remain the property of PURCHASER and will be kept secret by the SELLER until after one (1) year of the terminating of the Purchase Order.

### **14 - LAW 22802**

Articles manufactured in Argentina must be marked "INDUSTRIA ARGENTINA" without any abbreviation according to LAW 22802, and in compliance with that law or the one that replaces it, and all the regulations governing identification of materials.

The SELLER agrees to allow the verification of the compliance with said legislation. Articles from another source must be marked with the identification of their country of origin.

### **15 –INTELLECTUAL PROPERTY**

Except with prior written authorization, SELLER is absolutely prohibited from:

15.1- Fraudulently imitating or falsifying the trademark, designation or emblem of the PURCHASER, as well as its designs or any intellectual property right of the PURCHASER and/or of its controlled or controlling companies.

15.2- Using, putting on sale or selling the brand, designation or emblem designs or any intellectual property right owned by PURCHASER and/or of its controlled or controlling companies.

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

15.3- Put on sale or sell or otherwise market PURCHASER's products or services. In the event of any of the described behaviors, the SELLER may be subject to civil and criminal actions provided by law.

**16 – WASTE MATERIAL GUARANTEE**

The SELLER guarantees that all materials that it decides to buy from the PURCHASER and designated as "Waste material" by the PURCHASER, will be immediately mutilated and destroyed on account and at the expense of the SELLER in accordance with the regulations in force, who must issue in favor of PURCHASER sufficient evidence of said conversion into scrap, to the extent that said materials cannot be used for the purpose originally intended.

**17 – DELIVERY SLIP AND INVOICES**

Each delivery will be accompanied by an original delivery slip and 4 (four) copies and invoiced as appropriate in each case, respecting the legal regulations in force and specific instructions of PURCHASER.

**18 - PRICE**

The price of the current Purchase Order is fixed and immovable, and will only be subject to modification in the hypothesis provided in clause 4.

**19 - PAYMENTS**

To effect the payments, the particular billing conditions indicated by the PURCHASER must be met. Payment dates will be available to providers regularly through the Internet/Extranet.

**20 - DEBITS**

When the rendering of the services and/or delivery of the pieces in question does not comply with the Milk run program and/or with the logistics manual and/or the VWAR quality manual, and/or with any of the obligations set forth in these general conditions and/or in the Technical Specifications of the service and/or delivery affected, the SELLER, accepts that they be debited and compensated against invoicing - that is, against the amounts invoiced by the SELLER to the PURCHASER for the concept of provision of services and/or delivery of parts - the amounts equivalent to the breach verified by the PURCHASER, without prejudice to the right of the PURCHASER to claim other damages caused by the breach of the SELLER.

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES****21 – TERMINATION WITHOUT CAUSE OF THE PURCHASE ORDER BY THE PURCHASER**

21.1- The PURCHASER may, at any time with 60 (sixty) days prior notice, in writing, terminate the Purchase Order, in whole or in part, without statement of cause and without any penalty, in which case the SELLER shall continue the duties related to the provision of goods or services as the case may be until (and including) the last day of the prior notice given.

21.2- Upon receipt of the notification, SELLER shall take the necessary actions to cease all work related to the material covered by the Purchase Order that exceeds the provision of the good or service beyond the period of notice given and, except for special instructions from PURCHASER:

21.2.1– Shall keep in force only any order or assignment to third parties related to the Purchase Order that allows it to provide the good or service during the prior notice term, and must immediately cancel the remaining orders or assignments.

21.2.2 – Shall negotiate the cost of the works already performed by third parties under such orders or purchases for the provision of the good or service in excess of the period of prior notice given.

21.2.3– If upon communicating such termination to the SELLER, there is material that exceeds that which the SELLER must deliver during the prior notice period, the SELLER will deliver to the PURCHASER:

21.2.3.1- Every finished material that complies with the specifications of the Purchase Order and that does not exceed the amount authorized for manufacturing by the PURCHASER.

21.2.3.2- A reasonable amount that does not exceed the amount authorized by the PURCHASER of materials in process and raw material produced or acquired thereby, of suitable type and quality, to produce the materials covered by the Purchase Order that is terminated, and cannot be used by SELLER during the prior notice period or for itself or for its other customers.

21.2.4– Shall arrange what is necessary to protect the assets in its possession on which the PURCHASER has or may acquire an interest.

21.2.5 - Shall submit to the PURCHASER within 3 (three) months from the effective date of cancellation no more than 1 (one) month in case of partial cancellation, a summary of the account with the costs of the termination mentioned above. Once the indicated periods have elapsed, in the event that SELLER has not presented its summary of accounts, PURCHASER may determine the amount of the termination notwithstanding the provisions in subparagraph 21.2.5.1 on the basis of the information it holds. This determination will be final.

21.2.5.1- In the event of termination within the provisions of this paragraph, the PURCHASER shall pay the following amounts

(1) All materials and services completed and compliant with the Purchase Order that, at the time the termination is communicated, exceed the provision of goods or services that the SELLER must comply with during the period of notice, according to the Purchase Order.

(2) The actual expenses incurred by SELLER in relation to the Purchase Order, to the extent that such expenses are reasonable in quantity and may be verified by current accounting

<b>VOLKSWAGEN</b> <small>ARGENTINA</small>	<b>ANNEX 2</b> <b>IO – 074 – 4100</b>	<small>VERSION: 005</small> <small>VALIDITY: 01/10/2015</small> <small>LAST AMENDMENT: 17/02/2021</small>
<b>GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES</b>		

methods, including the materials in process and raw material referred to in subparagraph 21.2.3.2 of this paragraph, as well as the costs of work performed by third parties in relation to the Purchase Order. No expenses of any kind will be reimbursed by SELLER after the termination of the Purchase Order has been communicated, unless they are necessary to provide the goods or services during the period of notice and/or were previously authorized by the PURCHASER.

(3) A reasonable amount for protection costs of goods in which the PURCHASER has or may acquire an interest which must be previously agreed with the PURCHASER. The payments corresponding to subparagraph 21.2.5.1 (excluding those corresponding to the subdivision (3) of the subparagraph) may not exceed the price of the materials indicated in the Purchase Order. The Debit Notes that may eventually exist against the Purchase Order and any other sum owed by the SELLER to the PURCHASER for any reason shall be deducted from the payment.

## **22 – RESOLUTION DUE TO SELLER’S FAULT**

If the SELLER does not comply with any of the obligations set forth in these General Contracting Conditions and/or with those of the Logistics Manual and/or in the Quality Manuals, Formel Q and Parts Provision of Volkswagen Argentina S.A. and/or with any that in the future may replace it and/or with the specifications and obligations of the conditions that are applicable and/or with the Purchase Order, in any of these circumstances, and does not attempt to correct them within 10 (ten) days from receiving a written notice from PURCHASER, notifying such breach, PURCHASER may cancel the Purchase Order without being obliged to pay SELLER any indemnity and/or compensation and/or any sum for the resolution.

## **23 – CLAIMS**

Any claim or dispute related to the hiring and/or to the Purchase Order will be submitted to the jurisdiction and competence of the Ordinary Courts on Commercial Matters of the Federal Capital, waiving any other court or jurisdiction.

## **24- CONFIDENTIALITY/THIRD PARTY RIGHTS**

The SELLER undertakes to consider the Purchase Order, specifications, as well as technical drawings, know-how, designs, samples, prototypes, brands, plans and in general any information received from PURCHASER as confidential information and trade secret proprietary of the PURCHASER. This duty of confidentiality is acquired by the SELLER, and must be extended to the staff and/or collaborators thereof and/or to the sub-suppliers that it contracts, with the understanding that the obligation of confidentiality will continue in force even after the termination or rescission of the Purchase Order and related contractual DOCUMENTATION.

Confidential information must not be made available to third parties outside of the commercial and contractual relationship between SELLER and PURCHASER without the written consent of PURCHASER.

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

The following are considered exceptions to the duty of confidentiality:

- a) That the information is known by the SELLER because it is of general knowledge for an expert in the field.
- b) Because the information becomes public domain without violating any duty of confidentiality.
- c) Because the confidential information had to be made available to an authority legitimately authorized to request it (in which case the SELLER must immediately notify the PURCHASER of the authority requirement, prior to disclosing the information).

**25 – ANTICORRUPTION**

The SELLER is aware that the PURCHASER has a system for reporting irregularities for the prevention of conflicts of interest and corruption, with the following contact channels:

Email: [transparencia@vw.com.ar](mailto:transparencia@vw.com.ar) or [compliance@vw.com.ar](mailto:compliance@vw.com.ar)

Tel. Number: 011 4317-8039 / 6148 /

Address: Avda. De las Industrias 3101- Gral. Pacheco

Central Investigation Office:

Email: [io@volkswagen.de](mailto:io@volkswagen.de)

Toll Free Number: 00 800 444 46300

Phone Number: 00 49 5361 9 46300 / 0 54 11 5252 8632

<https://www.bkms-system.com/vw>

Ombudsmen

Link: <http://ombudsmen-of-volkswagen.com/>

A safe environment is provided in order to fight against corruption, clarify doubtful situations and avoid conflicts of interest. The PURCHASER ensures compliance with the principles set out in its procedures and policies, including safeguarding whistle-blower identity, if desired.

The SELLER must be aware of and comply with the binding requirements included in the Business Partner Code of Conduct concerning the following topics:

- Environmental Protection
- Human Rights and Labour Rights for Employees
- Transparent Business Relations
- Fair Market Behaviour
- Duty of care to promote responsible raw material supply chains
- Integration of sustainability requirements in organization and processes
- Verification of Compliance with the requirements by de VW Group
- Whistleblowing channels of VW Group

The mentioned Code of Conduct also specifies, as indicated below, the legal consequences in case of non-compliance with the established requirements:

**GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES**

The Volkswagen Group considers the compliance with the requirements set out in this document to be essential to its business relations. If one of the Volkswagen Group's business partners does not comply with these requirements, the Group reserves the right to take the relevant legal action.

The ultimate decision lies with the Volkswagen Group as to whether it is willing to quit such consequences and instead to take alternative actions if the business partner can credibly assure and prove the Volkswagen Group that is implemented immediate countermeasures to prevent comparable violations in the future.

Likewise, the SELLER declares to know and accept that, in case of being criminally accused the SELLER and/or its directors and/or managers and/or administrators and/or shareholders and/or partners and/or related companies and/or binding and/or controlled and/or controlling, for the crimes of bribery and influence peddling, national or transnational and/or crimes against the economic and financial order and/or crimes of balance sheets and false reports and/or in general, any crime of a criminal nature, the PURCHASER reserves the right to terminate the service and/or the provision of contracted goods, as well as any hiring or PURCHASE ORDER that is in force, prior notification to that effect, without this generating a right for SELLER to claim indemnity or compensation for such termination.

**26 – SUSTAINABILITY**

The SELLER must keep informed periodically and comply with the "VOLKSWAGEN requirements regarding sustainability in relations with commercial counterparts". These include compliance with aspects related to environmental care, workers' rights, as well as health care, etc. The aforementioned requirements are available to SELLER at <http://www.vwgroupsupply.com> in the "Sustainability" section, and they must periodically enter said site and take note of the requirements and their updating, in order to comply therewith.

**27 – EXPORT CONTROL**

The SELLER must inform PURCHASER of any restrictions on exports or export permits issued in the country of manufacture and/or in the country from which the goods are shipped. The SELLER must inform the PURCHASER regarding any obligation to obtain a permit under the United States Export and Re-export Laws (including the Regulation of the Export Administration EAR99).

The SELLER is also required to inform the PURCHASER of any obligation to obtain a permit for dual-use goods and ammunition under EU legislation of the European Union or national provisions of international commercial law. For such purposes, the SELLER must inform the PURCHASER about the corresponding article of the export list (e.g., German export list article, Export Control Classification Number (ECCN) for goods of the export list) for United States goods; other national classifications) and indicate, when applicable, any means of facilitating procedures.

If the goods are considered goods of the United States within the meaning of US legislation (manufacturing or storage in the USA; manufacturing using technologies or parts of the USA), the SELLER must provide the PURCHASER with information on the parts considered US goods installed in the product, which require a permit. This would include complete

<b>VOLKSWAGEN</b> <small>ARGENTINA</small>	<b>ANNEX 2</b> <b>IO – 074 – 4100</b>	<small>VERSION: 005</small> <small>VALIDITY: 01/10/2015</small> <small>LAST AMENDMENT: 17/02/2021</small>
<b>GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES</b>		

documentation about the minimum calculation. The measures and laws indicated above also apply accordingly to technologies, software and services related to the controlled assets. The SELLER shall provide PURCHASER all the documents required for a permit application, and will designate a person to contact in case of consultations. These obligations will continue in force once the commercial relationship is concluded.

## **28 – PERSONAL DATA PROTECTION - ACCESS TO INFORMATION.**

The SELLER declares to know and accept that, by providing, by any means, their personal data to PURCHASER, to register as "Provider" in their systems, it is entering the Supplier Database of Volkswagen Argentina SA, with address on Av. de las Industrias No. 3101, (B1610BKK) General Pacheco, Buenos Aires.

In this sense, the data provided by the SELLER must be mandatorily consigned for the purpose of developing the commercial relationship with PURCHASER. The same must be exact and reliable, and will be exclusively treated by the PURCHASER for the purpose of the management of suppliers, the SELLER being able to exercise the rights of access, rectification and suppression.

## **29 – NO PREFERENCE**

Unless expressly agreed otherwise, it is acknowledged that there is no Pact of Preference in favor of SELLER, for which reason the provisions of article 1182 and related articles of the National Civil and Commercial Code do not apply to the contractual relationship derived from hiring and/or of the Purchase Order.

## **30 – DOMICILES**

For all purposes of these Purchase order general conditions, the SELLER fixes domicile at the one it has registered in Volkswagen Argentina S.A., and this latter at Avenida de las Industrias 3101, General Pacheco, Province of Buenos Aires, where all legal notices shall be deemed validly served.

<b>VOLKSWAGEN</b> <small>ARGENTINA</small>	<b>ANNEX 2</b> <b>IO – 074 – 4100</b>	<b>VERSION: 005</b> <b>VALIDITY: 01/10/2015</b> <b>LAST AMENDMENT: 17/02/2021</b>
<b>GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES</b>		

Buenos Aires, .... , 20...

Messrs.

**VOLKSWAGEN ARGENTINA S.A./ VOLKSWAGEN S.A. DE AHORRO PARA FINES DETERMINADOS**

Supplies

**YOUR OFFICE**

Dear Sirs,

We received in good order a copy of the GENERAL CONTRACTUAL CONDITIONS APPLICABLE TO PURCHASE ORDERS OF PRODUCTION PIECES AND NON-PRODUCTIVE GOODS AND SERVICES of Volkswagen Argentina S.A. and Volkswagen S.A. de Ahorro para Fines Determinados, the content of which we declare to know and accept, which apply to the entire contracting and any Purchase Order related to the Volkswagen Group companies mentioned.

For (Company) \_\_\_\_\_

(signatures) \_\_\_\_\_

By attorney-at-law with signature and seal certified by Notary and legalized.