

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

Messrs.

**VOLKSWAGEN ARGENTINA S.A.**

Supply Office

Dear all,

We have received, in conformity, a sample for the General Terms and Conditions Applicable to Purchase Orders used for production parts and non-productive goods and services of Volkswagen Argentina S.A., Volkswagen Credit Compañía Financiera S.A., and Volkswagen S.A. de Ahorro para Fines Determinados, whose content we declare to acknowledge and accept, which apply to any contract and Purchase Order related to said Volkswagen Group companies.

On behalf of (*company*) -----

(*signatures*)-----

**EXECUTION FORMALITIES: ALL THE PAGES OF THE DOCUMENT (INCLUDING THE FOLLOWING DETAIL OF THE GENERAL TERMS AND CONDITIONS APPLICABLE TO PURCHASE ORDERS FOR PRODUCTION PARTS AND NON-PRODUCTIVE GOODS AND SERVICES) MUST BE SIGNED BY AN ATTORNEY-IN-FACT WHOSE SIGNATURE AND POSITION MUST BE CERTIFIED BY A NOTARY PUBLIC AND THE DOCUMENT MUST BE ALSO LEGALIZED BY MEANS OF THE APOSTILLE OR THE ARGENTINE CONSULATE.**

## **GENERAL TERMS AND CONDITIONS APPLICABLE TO PURCHASE ORDERS FOR PRODUCTION PARTS AND NON-PRODUCTIVE GOODS AND SERVICES**

### **0 - DEFINITIONS:**

#### **BUYER:**

IN ALL CASES THIS SHALL BE UNDERSTOOD TO BE VOLKSWAGEN ARGENTINA S.A. /VOLKSWAGEN S.A. DE AHORRO PARA FINES DETERMINADOS/VOLKSWAGEN CREDIT COMPAÑÍA FINANCIERA S.A.

#### **SELLER:**

SUPPLIER BOUND BY THE TERMS OF THE GENERAL CONDITIONS HEREIN.

### **DOCUMENTATION:**

Any agreement made in addition to the Purchase Order and the General Terms and Conditions herein, as well as any tender, quotation, scope of work, specification catalogues, product requirement documents (*Lastenheft*), standards, specifications, nomination letters, trade agreements, drawings, plans, designs, any type of attachments and, in general, any information contained in electronic or printed media that the SELLER may receive for completing the transaction stated in the Purchase Order.

### **SAMPLES:**

All items that are considered to be an example or model of the goods and/or services gratuitously or onerously requested to the SUPPLIER through the Purchase Order.

### **1 – TERMS AND CONDITIONS AND PROHIBITION TO TRANSFER THEM TO THIRD PARTIES:**

The conditions herein, the Purchase Order, and the instructions written by the BUYER that may be attached constitute the final and definitive description of the items and the conditions for the final and definitive offer from the BUYER to the SELLER to celebrate the supply and/or service contracts for the products or services described herein. The act of starting the work by the SELLER by virtue of such Purchase Order shall constitute acceptance of the offer. Any implied understanding or background of any kind that the BUYER has not established in writing is prohibited. In no way shall the SELLER transfer the execution of the work stated in the Purchase Order to a third party, unless the BUYER has expressly given prior consent in writing. In addition, the SELLER waives the right to transfer the credits it may have with the BUYER unless the latter has expressly given prior consent in writing. The transfer of rights that the SELLER may likely make, as opposed to the specific authorization described above, will be unenforceable against the BUYER.

### **2 – MODE OF EXECUTION/DELIVERY**

The component parts ordered and the services requested shall be manufactured and/or delivered with due care and diligence, meeting the quality and safety requirements and bearing in mind the end for which they have been requested.

### **3 – BUYER SATISFACTION**

The Purchase Order accurately defines the item or service to be delivered, which shall undergo the respective trials and tests in order to determine its compliance with the specifications required, pursuant to clause 10.

### **4 - CHANGES**

4.1- By means of a modification of the Purchase Order, the BUYER may, at any time, make changes to the plans, designs, prices, payment terms, and other material or service specifications covered by the Purchase Order.

4.2- If such changes affected the delivery time, manufacturing cost, service cost or the costs for packing and shipping the material, the Buyer shall make an equitable adjustment of the delivery date or price, or both, prior agreement in writing with the Buyer.

4.3 – The SELLER shall not make any changes to the design, manufacturing, shipping, or place of delivery of the supplies except if in agreement with the instructions given by the BUYER, or if approved by the BUYER in writing.

### **5 – DELIVERY TIME AND PLACE**

5.1 The Purchase Order accurately states the place where the SELLER shall deliver the items or service requested, as well as the delivery time.

5.2 For each day of delay in the times set for the delivery, a fine shall be applied to the SELLER in relation to the damage caused, hereby authorizing the BUYER to debit the respective amounts from the SELLER's account.

**5.3 If the BUYER decides to receive the items and/or the service with a delay by the SELLER, the latter agrees that the BUYER shall collect the fine that has been agreed on account of the delay in delivery, without the BUYER being obliged to prove the damage suffered as a result of the breach by the SELLER.**

5.4 Any delay and/or unfulfillment of the times set by the BUYER for the manufacturing of the goods and/or development of the services which are object from the Purchase Order herein shall be taken into account when granting any tender in the future, without detriment to the right the BUYER may have to claim for the damages arising from the unfulfillment.

### **6 – GOODS ON LOAN**

6.1- The BUYER retains ownership of all material, facility, tooling, sample, instrument, or any kind of good that the BUYER may have acquired or provided to the SELLER for use in the manufacturing of the material covered by the Purchase Order. The SELLER shall use such goods solely to manufacture the material covered by the Purchase Order pursuant to the terms and conditions set out in the Gratuitous Loan Agreement signed for that purpose. Should the SELLER use the goods for a purpose other than the one agreed on with the BUYER, the latter may withdraw the Purchase Order, pursuant to Clause 21, and also proceed as planned in said Gratuitous Loan Agreement.

6.2- The SELLER receives such goods on loan and undertakes to keep them marked with the legend "Property of Volkswagen Argentina S.A.", separated from their assets and those of third parties, and not to withdraw the goods from the factory without written consent of the BUYER.

6.3- The SELLER shall keep the goods received on loan in perfect condition of use pursuant to the provisions set out in the Commodate Agreement signed for that purpose, except for the normal wear and tear, being responsible for any loss, damage, or breakage, and/or any malfunctioning it may cause to the goods on loan, as a result of the SELLER's fault or negligence, for which the SELLER shall buy the respective insurance policies. The SELLER shall immediately inform the BUYER, in writing, of any damage that may render the goods unfit for the purposes for which they were assigned, undertaking responsibility for the aggravation the goods on loan may suffer due to the delay in notifying the BUYER.

6.4 – The BUYER shall be entitled to inspect such goods at the SELLER's plant as well as the SELLER's records at any reasonable time, as required. At the BUYER's request, the SELLER shall immediately prepare, pack and mark such goods conveniently for them to be collected from the plant.

#### **6 bis – SAMPLES AND PROTOTYPES**

**The SELLER shall submit to the BUYER in any time samples or prototypes of the articles (and services if applicable) for approval before starting serial production or on the date required, or a sample(s) of this (these) item(s) of the SELLER's production line. The delivery of samples and/or prototypes shall be made within the agreed times and pursuant to the provisions of quality certification system that the BUYER may require in terms of new parts, changes in characteristics and procedural changes for all dimensions, functions and materials involved. Given the case that for reasons attributable to the SELLER, he fails to comply with the delivery of samples within the agreed time, he shall cover the costs incurred as a result of this delay. This situation also applies to second or continuous releases due to rejections.**

**It is understood that although the Purchase Order covers samples and quotations, this does not imply that the BUYER undertakes to approve such samples, or to cover the expenses incurred to manufacture them (unless otherwise agreed), or that the BUYER is obliged to place an order or enter in formal negotiations with the SELLER regarding the goods and/or services for which samples had been provided.**

#### **7 - VERIFICATION**

Whenever requested by the BUYER, the SELLER shall maintain records that will allow the BUYER to verify the SELLER's actual costs for the manufacturing of materials or rendering of services intended for the BUYER, so that the prices of a transaction are determined on that basis. The BUYER shall have access to such documents and records at any reasonable time up to 2 (two) years after the final payment for such materials or services is made.

#### **8 – PACKAGING – LABELLING - SHIPPING**

8.1- All deliveries must be properly packed, labeled and shipped, using the means recommended by the BUYER or the fastest, safest and most economical ones. The SELLER agrees to comply with the "Logistics Manual of Volkswagen Argentina S.A."

and each of the obligations set out therein and any modification or addition made in the future. For this purpose the SELLER agrees to enter the respective page of the extranet and view the Logistics Manual. In no way can the SELLER claim to be unaware of any modification or addition made to the Manual in the Extranet of Volkswagen Argentina S.A. with the intention of exonerating themselves for lack of compliance.

In case of unfulfillment of the obligations under the Logistics Manual of Volkswagen Argentina S.A., the SELLER will be fined with a daily amount equal to 0.1% of the invoicing in the month immediately preceding the occurrence of the unfulfillment, hereby authorizing the BUYER to debit such amounts from the SELLER's account.

The SELLER shall reimburse the BUYER for the expenses arising from improper packing, labeling, or transportation.

8.2- Unless otherwise stated in the Purchase Order, the SELLER shall not bill for containers, packaging, movement, storage, or transport.

## **9 – SPECIAL DELIVERIES**

If due to negligence or inability of the SELLER to meet the delivery date, the BUYER is obliged to remove the materials covered by the Purchase Order or procure its shipping through extraordinary means, the SELLER shall reimburse the BUYER for any expenses the latter might have incurred as a result; the SELLER thus authorizes the BUYER to debit such amounts from the SELLER's account and/or compensate said expenses with any amount for any item payable by the BUYER to the SELLER.

## **10 – AUTHORIZATION FOR DELIVERING MATERIALS**

10.1 Unless the delivery date is expressly stated in the Purchase Order, the SELLER shall not manufacture the materials covered by the Purchase Order, nor buy the raw material for manufacturing said materials but in the quantity and date specified by the Authorization of Delivery form.

10.2 The Delivery Authorization Form will be made available in Extranet to the SELLER, who shall enter the site and download it for use. The publication of the Form in Extranet implies acceptance thereof by the SELLER as long as he does not notify its rejection in writing to the BUYER (to the Logistics and Supply Departments) within 72 hours of publication.

10.3 The BUYER shall not be liable for shipments on unauthorized delivery dates or of unauthorized quantities. At the option of the BUYER, shipments in excess of what has been authorized may be returned to the SELLER, who shall reimburse the BUYER for the costs of packing, handling, sorting and transportation the BUYER may have incurred in respect of such excess deliveries, or receive those deliveries on a deferred date-of-payment basis. The BUYER may occasionally alter the times specified in the Purchase Order or said authorization, or temporarily suspend shipments.

## **11 - INSPECTION**

**The BUYER expressly reserves the right to conduct, at any time, all the tests and audits as he may deem necessary in order to verify compliance with quality assurance measures as well as the very quality of the items and/or services delivered.**

In the event that the materials were defective in material or workmanship, or otherwise did not meet the specifications of the Purchase Order, the BUYER shall be entitled to:

11.1 - Reject them, in which case he shall make the item available to the SELLER, or claim that the respective price be reimbursed. If the rejected material made available to the SELLER is not removed early, having reliable notice been given, it may be destroyed by the BUYER at the SELLER's expense.

11.2 - Keep the material and correct it. In this case, the SELLER shall reimburse the BUYER for the cost of labor and material that was necessary to remedy the deficiency. The BUYER may then debit the costs incurred from the SELLER's account.

11.3 - Keep the material and claim the refund of the price equivalent to the devaluation of the item because of its deficiency/ies.

**11. bis** – Without detriment to the terms set out under paragraphs 11.1, 11.2 and 11.3, if the materials supplied are faulty, or in the case of late delivery or differences of quantity, the BUYER can recharge the SELLER for the costs and expenses of any nature arising from such unfulfillment.

**11. ter (i)** The BUYER reserves the right, at any time even after the last payment under the Purchase Order or Order Form, to request the SELLER, and the latter agrees to immediately submit all the documents and clarifications that may be necessary to carry out the investigation and verification of the data that generated the respective Invoices / Trade Acceptance, including those inherent to the ones already accepted. To do so, the auditor or the BUYER or, if deemed convenient, the auditor authorized by the latter shall have access to the SELLER's premises, within the normal working hours, in order to review the relevant documentation.

**11. ter (ii)** So as to fulfill what is stated in the section above, and also for tax purposes, the SELLER shall keep records of the labor and materials used and other relevant documents for a period of 10 (ten) years, starting from the year subsequent to that of the final payment of the Purchase Order or Order Form.

**11.ter (iii)** If, pursuant to said audit, any irregularity or discrepancy originating from an act, event, action or omission caused by the SELLER were identified, the SELLER undertakes, according to the fact, to: (i) take all necessary steps to proceed with its settlement; (ii) assume any costs arising from said irregularity or discrepancy, (iii) compensate the BUYER any amount it would have had to pay as a result, and (iv) be held accountable for damages, if applicable, keeping the BUYER harmless from any claim in this regard.

## **12 WARRANTIES**

12.1 – The SELLER guarantees that the materials delivered conform to the **safety and "homologation tests" (Typprüfung) listed in our drawings and/or technical specifications made by the BUYER, as well as** to the plans, specifications, drawings, samples or other items supplied or specified by the BUYER, which have been manufactured according to the quality assurance instructions "Formel Q Quality Capability" and the specifications and/or procedures set out in the "Quality Manual of Volkswagen Argentina S.A." and the ones currently applicable at the VOLKSWAGEN consortium, as well as the standards governing the auto parts and Automotive Industry, which are known and accepted by the SELLER, as amended, added and/or those that

may supersede them in the future, that are suitable and sufficient for their intended purpose, tradable, of good material and workmanship, and free of defects.

12.2 – The SELLER guarantees to not sell or transfer to third parties the materials manufactured under trademarks and/or under the plans, specifications, drawings, samples or other items provided or developed together with the BUYER, unless prior written permission from the BUYER, even if they have been rejected by the latter. The SELLER also guarantees to not sell or transfer to third parties the plans specified together with the BUYER.

12.3 – The SELLER guarantees to treat all the information received from the BUYER as trade secret. Any data and/or information and/or documentation that the BUYER submits to the SELLER by any means, whether verbal, written, magnetic, etc. by reason hereof, shall be considered confidential and therefore, in no way must the SELLER disclose or transmit such data or information to third parties.

12.4 - The guarantee given by the SELLER to the goods subject to the Purchase Order shall correspond to that which the law or the BUYER (VW), whichever is the largest, grants to the BUYER's products marketed both at home and abroad.

12.5 - In the event that the BUYER is liable to third parties for the guarantee granted, the BUYER shall be entitled to claim against the SELLER and may require:

A: Compensation for any credit the SELLER is likely to have.

B: Sending a debit to the SELLER for immediate collection.

12.6 - The current compensation of guarantee to be provided by the SELLER shall cover the cost of goods, additional expenses and any other compensation for material or personal damage.

12.7 – The BUYER shall inform the SELLER of the basics of the debit issued by way of warranty provided it is requested to do so.

12.8 – The SELLER assures the BUYER to be solely liable for the labor and/or contractual relations generated with its dependents in order to fulfill the obligations that the SELLER may have under this Purchase Order and that thus all labor, social security and/or labor risk regulations in force will be fully complied with. The SELLER shall keep the BUYER harmless for any claim that the latter may receive under the actions or omissions of the SELLER's employees and/or of the staff directly or indirectly employed by the SELLER.

12.9 - In case of unfulfillment of any of the items detailed under point 12, the SELLER shall compensate the BUYER for any damages caused.

### **13 – PATENTS**

13.1 – The SELLER guarantees that the materials designed by him, and their sale or use, alone or in combination with other materials, do not infringe any patent in Argentina or abroad, and agrees to defend and assist in the defense of the BUYER and any other person who may be sued for patent infringement as a result of selling or using the BUYER's product, as well as undertakes to compensate for any arising damage.

13.2 – The SELLER grants to the BUYER license to repair, relocate, and/or reconstruct by itself or through any third party the SELLER's design material purchased by the BUYER under a Purchase Order.

13.3 - Any document submitted or acquired by the SELLER under a Purchase Order will belong to the BUYER. All drawings, know-how and confidential information provided by the BUYER to the SELLER and all rights therein shall remain the property of the BUYER and will be kept secret by the SELLER until one (1) year of completion of the Purchase Order.

#### **14 - LAW 22802**

Items manufactured in Argentina shall be marked "INDUSTRIA ARGENTINA" (*MADE IN ARGENTINA*) without abbreviation, pursuant to Law 22802, and comply with said law or any other law that may supersede it, and all the regulations governing the identification of materials.

The SELLER agrees to allow verification of compliance with those laws.

Items from any other origin shall be marked with the identification of their country of origin.

#### **15 - BRANDS**

Unless prior written authorization is granted, the SELLER is absolutely forbidden to:

15.1 - fraudulently imitate or counterfeit the BUYER's brand, name, or logo.

15.2 - Use, place for sale, or sell the BUYER's brand, name, or logo.

15.3 - Place for sale or sell or otherwise trade products or services of the BUYER. In the event of any conduct described above, the SELLER may be subject to civil and criminal actions provided for by Law 22362.

#### **16 – WARRANTY FOR DISPOSABLE MATERIAL**

The SELLER guarantees that all materials the SELLER may decide to purchase from the BUYER and that are designated as "Waste material" by the BUYER shall immediately be mutilated and destroyed **at the expense and cost of the SELLER, who shall give the BUYER a reliable record of such conversion scrap**, to the extent that such materials cannot be used for the purpose originally intended.

#### **17 – PACKING SLIPS AND INVOICES**

Each delivery shall be accompanied by an original Packing Slip and 4 (four) copies, and invoiced as appropriate in each case, in compliance with current legal regulations and specific instructions from the BUYER.

#### **18 - PRICE**

The price of the Purchase Order in force is fixed and unchangeable, and will only be subject to modification in the case referred to in clause 4.

#### **19 - PAYMENTS**



In order to make the payments, the specific Billing conditions stated by the BUYER must be fulfilled. The payment dates will be available to providers regularly through the Internet / Extranet.

## **20 - DEBITS**

The SELLER agrees for the delivery of services and/or parts to be deducted from the SELLER's billing when the SELLER fails to comply with the Milk-Run Program and/or the Logistics Manual and/or the Quality Manual of Volkswagen Argentina S.A., or with any of the obligations under the General Terms and Conditions herein.

## **21 – TERMINATION OF THE PURCHASE ORDER BY THE BUYER**

21.1 – The BUYER, at any time with prior 5 (five)-day notice in writing, may terminate, in whole and/or in part, the Purchase Order without penalty.

21.2 - Upon notification, the SELLER shall immediately cease all work relating to the material covered by the Purchase Order and, unless special instructions from the BUYER, the SELLER shall also:

21.2.1 – Cancel, within 24 hours, any order or request to third parties related to the Purchase Order that has been canceled.

21.2.2 - Negotiate the cost of the work already done by third parties under such orders or purchases.

21.2.3 - Deliver to the BUYER:

21.2.3.1 - All finished material that conforms to the specifications of the Purchase Order and which does not exceed the amount authorized by the BUYER for manufacturing.

21.2.3.2 - A reasonable amount, not exceeding that authorized by the BUYER, of materials in process and raw materials produced or acquired by the BUYER, of a type and quality adequate to produce the materials covered by the Purchase Order that is being terminated, and that cannot be used by the SELLER for himself or for any other customer the SELLER may have.

21.2.4 - Provide for safeguarding the property in the SELLER's possession in which the BUYER has or may acquire an interest.

21.2.5 – Provide the BUYER, within 3 (three) months of the effective date of cancellation and at the latest 1 (one) month in case of partial cancellation, with a statement detailing the *ut supra* costs arising from the termination. After the periods indicated, in the event that the SELLER has not presented said statement, the BUYER may determine the amount of termination without detriment to the terms set out in subparagraph 21.2.5.1 based on the information he may held. This determination shall be final.

21.2.5.1 - In the event of termination under the provisions of this paragraph, the BUYER shall pay the following amounts:

(1 \) All materials and services completed and in accordance with the Purchase Order.

(2 \) The actual expenses incurred by the SELLER in relation to the Purchase Order, to the extent that such expenses are reasonable in amount and can be checked by regular accounting tools, including materials in process and raw materials referred to in subparagraph 21.2.3.2 of this paragraph, as well as the costs of the work performed by third parties in relation to the Purchase Order.

(3 \) A reasonable amount for costs incurred to protect any property that the BUYER has or may acquire an interest in. The payments under subparagraph 21.2.5.1 (excluding those that apply to subdivision (3 \) of said subparagraph) cannot exceed the price of the materials listed in the Purchase Order. The Debit Notes that may exist against the Purchase Order shall be deducted from the payment.

## **22 – TERMINATION BECAUSE OF THE SELLER**

If the SELLER fails to fulfill any of the obligations under these General Terms and Conditions and/or those set out in the Logistics Manual and/or Quality Manuals, Formel Q, and Supply of Parts of Volkswagen Argentina S.A. and/or those they may be superseded with in future, and/or the specifications of the Purchase Order, under any such circumstances, and if the SELLER fails to try to remedy them within 10 (ten) days of receiving a notice in writing from the BUYER pointing out that unfulfillment, the BUYER may cancel the Purchase Order without having to purchase or compensate for the termination.

## **23 – CLAIMS**

Any claim or dispute related to the Purchase Order herein shall be submitted to the jurisdiction of the Courts of the City of Buenos Aires, waiving any other court or jurisdiction.

## **24- CONFIDENTIALITY/ THIRD PARTIES' RIGHTS**

**The SELLER undertakes to consider the Purchase Order as well as technical drawings, know-how, designs, samples, prototypes, brands, plans and in general any information received from the BUYER as confidential information and trade secrets owned by the BUYER. This obligation of confidentiality is undertaken by the SELLER and shall apply also to their staff and/or employees and/or sub-contracted providers, understanding that the obligation of confidentiality shall remain in force even after the completion or termination of the Purchase Order and any related contractual DOCUMENTATION.**

**Confidential information should not be made available to third parties foreign to the business and the contractual relationship between the SELLER and the BUYER without written consent by the latter.**

**The following are considered to be exceptions to the obligation of confidentiality:**

**a) That the information is known by the SELLER since it is part of the knowledge held by an expert in the subject matter.**

**b) Because the information is disclosed to the public without any obligation of confidentiality having been violated.**

**c) Because the confidential information had to be made available to a legitimate authority empowered to request it (in which case, prior to disclosing the**

information, the SELLER shall immediately inform the BUYER of the requirement made by the authority).

## **25 – ANTI-CORRUPTION**

The SELLER acknowledges that the BUYER has a system in place to prevent conflicts of interest and corruption, with a toll-free: 0800-555-9434 to contact the Anti-Corruption Officer, providing an environment to help combat corruption, to be assisted in order to clarify doubtful situations, and to avoid conflicts of interest.

The BUYER guarantees that the identity of the complainant will be kept secret if required so.

## **26 – SUSTAINABILITY**

The SELLER shall regularly get information about and comply with "VOLKSWAGEN Requirements regarding sustainability in relationships with trading partners."

These include compliance with issues related to environmental care, workers' rights and health care, etc. The requirements referred to are available to the SELLER in <http://www.vwgroupsupply.com> under "Sustainability", having the SELLER to sign in the site regularly and be aware of the requirements and their updates in order to comply with the requirements thereof.

## **27 – Export control**

The SELLER is required to inform the BUYER of any export restrictions or export permits issued in the country of manufacture and/or the country in which the goods are dispatched. The SELLER is required to inform the BUYER of any obligations to obtain a permit under the US export and re-export laws (including EAR99 items).

The SELLER is also required to inform the BUYER of any obligations to obtain a permit for dual-use goods and munitions under the community law of the European Union or the national provisions of foreign trade legislation. To this end the SELLER shall inform the BUYER of the relevant export list item (e.g. German export list item; Export Control Classification Number (ECCN) for US goods; other national classifications) and indicate where applicable any means of facilitating procedures.

If the goods are considered US goods within the meaning of US legislation (manufacture or storage in the USA; manufacture using US technologies or parts), the SELLER shall provide the BUYER with information on the US parts installed in the product which require a permit. This shall include full documentation of the de minimis calculation. The aforementioned measures and laws also apply accordingly to technologies, software and services related to controlled goods. The SELLER shall provide the BUYER with all of the documents required for a permit application and nominate a person to contact in the event of any queries.

These obligations shall continue to apply once the business relationship has stopped

## **28 - PERSONAL DATA PROTECTION: ACCESS INFORMACION RIGHT**

The SELLER declares to acknowledge that in case he provides, by any means, his personal data to the BUYER, in order to get registered as "Provider" in his systems, he is entering into "Volkswagen Argentina S.A. Providers Data Base", with registered commercial address in

Avenida de Las Industrias (B1610BKK), General Pacheco, Partido de Tigre, Provincia de Buenos Aires.

In this sense, the personal data given by the SELLER shall be mandatory consigned for the purposes of the development of the commercial relation with the BUYER. The data must be accurate and reliable and shall be treated exclusively by the BUYER in relation with the providers management, being the SELLER enable to exercise the corresponding access, rectification and suppression rights.

## **29 - ADDRESSES**

With exception to provision 28, for all purposes of these general conditions for Purchase Orders, the SELLER establishes domicile at the address registered at Volkswagen Argentina S.A., and the latter in Maipú 267, floor 11 °, Buenos Aires, where all legal notifications shall be taken as valid.

**EXECUTION FORMALITIES: ALL THE PAGES OF THE DOCUMENT MUST BE SIGNED BY AN ATTORNEY-IN-FACT WHOSE SIGNATURE AND POSITION MUST BE CERTIFIED BY A NOTARY PUBLIC AND THE DOCUMENT MUST BE ALSO LEGALIZED BY MEANS OF THE APOSTILLE OR THE ARGENTINE CONSULATE.**