

VOLKSWAGEN

DE MEXICO

TERMS AND CONDITIONS OF THE TOOLING PURCHASE ORDER

THE SUPPLIER acknowledges that the MANUFACTURING MEANS described in this PURCHASE ORDER and the development for which is the subject of such, will be considered at all times as the property of VOLKSWAGEN. THE SUPPLIER must identify such MANUFACTURING MEANS on a permanent basis and in a sufficiently visible way with the words "PROPERTY OF VOLKSWAGEN DE MEXICO, S.A. DE C.V." and/or with any other distinctive label or element that is indicated by VOLKSWAGEN. Billing for the MANUFACTURING MEANS must specify each of its parts.

Acceptance of the MANUFACTURING MEANS by VOLKSWAGEN will be conditioned to the acceptance in writing of the samples manufactured with the MANUFACTURING MEANS protected in this Purchase Order by the Quality area of VOLKSWAGEN.

Once the MANUFACTURING MEANS have been accepted in writing by VOLKSWAGEN, THE SUPPLIER will deliver a set of photographs of such means, with parts such as a mold being open to expose the cavities inside, as well as step by step in the case of dies or devices, placing a metric reference in a visible spot in front of them, in order to have an idea of the dimension of the MANUFACTURING MEANS and/or its components.

In the event that the SUPPLIER acquires MANUFACTURING MEANS from a previous SUPPLIER, the new decided SUPPLIER is responsible to request, to the last SUPPLIER, the definitive import documents and invoices that proves the legal stay of the MANUFACTURING MEANS in the Country of the site where GOODS Serial Production is.

THE SUPPLIER must deliver to VOLKSWAGEN a set of drawings of the MANUFACTURING MEANS and THE SUPPLIER will also be responsible for preserving a set of such drawings for the lifetime of the MANUFACTURING MEANS and presenting and/or providing a copy of this set of drawings to VOLKSWAGEN, when such is required. Unless agreed otherwise in writing, it will be understood that VOLKSWAGEN, will have the unrestricted right to make use of the drawings, reproduce them, use them to reproduce the MANUFACTURING MEANS, or use them however they deem suitable.

Should VOLKSWAGEN request that THE SUPPLIER manufacture and supply parts (hereinafter referred to as GOODS), made with the MANUFACTURING MEANS, THE SUPPLIER can use and preserve as a loan such MANUFACTURING MEANS, being subject to the following conditions:

a) THE SUPPLIER will insure the MANUFACTURING MEANS against fire, theft, and other damage, being obligated to cite VOLKSWAGEN as the beneficiary of such insurance.

b) THE SUPPLIER will handle the MANUFACTURING MEANS carefully and keep them in good condition at all times, and in agreement with the last drawing status or the definition agreed on by the parties, and ready for use. THE SUPPLIER is responsible for the dimensional agreement of the MANUFACTURING MEANS, especially devices for verifying, validating, measuring and/or calibrating (hereinafter referred to as CALIBRATING DEVICES), inasmuch as it is only THE SUPPLIER who can ascertain the alterations that may be due to wear. During the inspection and correction of the CALIBRATING DEVICES, which have been lent to THE SUPPLIER by VOLKSWAGEN, the latter may counsel the former. The parties will agree on the maintenance and certification for CALIBRATING DEVICES and quality control means or devices. Homologation and/or certification of such control devices will be handled by the Quality area of VOLKSWAGEN.

c) The MANUFACTURING MEANS can only be used by THE SUPPLIER and only for the production of the GOODS that are requested by VOLKSWAGEN, meaning that the sale of such goods (even those having been rejected) to third parties other than VOLKSWAGEN (except in cases of previously authorized exceptions made in writing by the latter) is strictly forbidden. If this provision is infringed, THE SUPPLIER will pay to VOLKSWAGEN a contract penalty for an amount equivalent to the sum of the cost of the GOODS that they supply or have supplied to VOLKSWAGEN in the course of a year, regardless of whether THE SUPPLIER was responsible for the damage and/or losses that may be caused for third parties and/or VOLKSWAGEN. To the extent that the MANUFACTURING MEANS are not required in order to comply with the requests of VOLKSWAGEN, they should be returned to the latter at the latter's request. When the last order from VOLKSWAGEN comes to an end, and unless otherwise agreed in writing, the CALIBRATING DEVICES must be returned to the latter with no written request for such being necessary. THE SUPPLIER will keep the MANUFACTURING MEANS at their own address and/or at the address that has been stated in this PURCHASE ORDER. THE SUPPLIER may not relocate such means nor allow them to be used by third parties without having previous authorization in writing from VOLKSWAGEN. The GOODS may only be delivered to VOLKSWAGEN, unless otherwise agreed.

d) Preventive and corrective maintenance for preservation of the MANUFACTURING MEANS will be carried out by THE SUPPLIER. Maintenance costs will be covered at all times by THE SUPPLIER.

Unless the parties agree otherwise, if a partial or total substitution of the MANUFACTURING MEANS should be required, any new acquisitions will also be considered property of VOLKSWAGEN and must be identified as such. They will also be subject to the provisions of the above paragraphs.

e) VOLKSWAGEN reserves the right to request at any time the delivery of the MANUFACTURING MEANS, which THE SUPPLIER must make available to VOLKSWAGEN when the latter so requests. THE SUPPLIER will guarantee free availability of the MANUFACTURING MEANS. The MANUFACTURING MEANS will be returned with the modifications and updates that have been agreed by the parties and have been performed on the MANUFACTURING MEANS while the latter were in the possession of THE SUPPLIER.