

## GENERAL TERMS AND CONDITIONS OF PURCHASE AND ORDER OF SERVICES

### **ARTICLE 1 - SCOPE OF APPLICATION**

1.1 / The purpose of these general terms and conditions is to define the general provisions applicable to all orders for materials, equipment, products or services of any kind placed by Volkswagen Bank GmbH (hereinafter referred to as "VWBK") or by the companies on whose behalf it places orders with a supplier (hereinafter referred to as "Supplier"). The terms "contract(s)" or "order(s)" and "Supplier(s)" as used in these terms and conditions shall apply without distinction to contracts of sale and contracts for the provision of services, which shall include, in particular, in order of priority:

- 1) The purchase order,
- 2) The special conditions and their annexes (if any),
- 3) The present general conditions of purchase,
- 4) Any documents drawn up by the Supplier which VWBK expressly agrees to include in the order.

1.2 / Unless expressly agreed otherwise, these terms and conditions shall apply to the entire contractual relationship between the Supplier and VWBK, even if they are not expressly referred to in each order.

1.3 / The Supplier acknowledges having read these terms and conditions and has been able to deal with any contradiction with its own general terms and conditions of sale in the context of special terms and conditions. VWBK and the Supplier may mutually agree to substitute special negotiated terms and conditions for their respective terms and conditions.

1.4 / These terms and conditions may not be amended other than by a written amendment signed by both parties.

The fact that VWBK does not take advantage, at a given time, of any of these clauses shall not be interpreted as a waiver of the right to take advantage of it at a later date.

### **ARTICLE 2 - ORDER**

2.1 / The negotiation of the financial conditions is reserved for the purchasing department of VWBK or to the requesting department of VWBK, if applicable. Any valid modification of these terms and conditions shall be reserved exclusively for the VWBK purchasing department or the VWBK requesting department acting together with the VWBK legal department.

The requesting VWBK department shall give its approval to a quotation which the Supplier is obliged to prepare.

This approval shall be followed by a purchase order drawn up and signed by the VWBK's requesting department.

2.2 / Acceptance of the order

2.2.1 / It is expressly agreed that silence on the part of the Supplier shall constitute acceptance of the order under these conditions without reservation and in its entirety after 48 hours from receipt.

2.2.2 / If, after this period of 48 hours, it appears that the Supplier can only meet part of the order, VWBK shall be entitled to cancel or suspend the order in whole or in part, without any right to compensation for the Supplier.

The order accepted by the Supplier shall constitute a firm and definitive commitment on its part and shall imply its acceptance of these general terms and conditions of purchase insofar as they do not contradict the essential elements of the agreement provided for in any special terms and conditions of sale, if applicable.

### **ARTICLE 3 - PAYMENT**

#### 3.1 / Invoicing

The invoice must be written in French and sent to the following address

Volkswagen Bank GmbH  
Comptabilité fournisseurs,  
11, Avenue de Boursonne,  
B.P. 61,  
02601 VILLERS-COTTERETS Cedex.

In addition to the information required by Article L. 441-3 of the French Commercial Code, the Supplier shall draw up its invoice in accordance with the wording of the order. In addition, or in particular, the following shall appear on this invoice:

- The words "Comptabilité fournisseurs," in our address, under Volkswagen Bank
- The name and telephone number of the issuer of the invoice (useful in the event of a dispute);
- The name of your contact person at Volkswagen Bank;
- Our references, i.e. our purchase order number;
- Your bank details (RIB and IBAN);
- VAT on receipts/debits, the price including VAT, your SIREN number;
- Your intra-community VAT number;
- Your payment terms and conditions, as well as the exact payment due date.

For any question about Invoices/Payments: [ComptaGene@fr.vwfsag.de](mailto:ComptaGene@fr.vwfsag.de)

The Supplier undertakes to take into account any observation or dispute by VWBK concerning the preparation or content of the invoice and, if necessary, to issue a corrected invoice.

#### 3.2 / Prices

The prices stated on the order shall be final and binding, i.e. not subject to revision in the light of changing economic conditions; if applicable, they shall include the necessary packaging.

Unless otherwise mutually agreed, the cost of the Supplier's travel(s) to perform its service shall not be subject to a specific payment.

#### 3.3 / Payment

3.3.1 / Payment by VWBK of invoices for the Supplier's services shall, unless otherwise agreed, be made within 30 days of the end of the month by bank transfer.

Payment by VWBK to the Supplier shall be made to a single account indicated by the Supplier, irrespective of whether the Services were performed by the Supplier's principal place of business or a secondary place of business.

Unless otherwise stipulated in the order, no advance payment shall be made at the time of ordering.

#### 3.3.2 / Penalties

3.3.2.1 / If the Supplier has provided for penalties for late payment, such penalties shall be limited to an amount equivalent to three times the legal interest rate in force. VWBK shall have the right to set off its debts against any amount that may be owed to it by the Supplier on any grounds whatsoever.

3.3.2.2 / Any delivery or performance of services carried out in whole or in part after the contractual date shall automatically subject the Supplier to penalties for delay, without the need for formal notice. The amount of such penalties, deducted from the payments, shall be, at VWBK's option, either equal to the amount of the loss suffered by VWBK because of the Supplier's default, or equal to a percentage of the value of the delayed delivery or service. In the absence of any agreement to the contrary, this percentage shall be equal to 1% of the value of the order for each day of delay and shall not exceed 10%.

3.3.3 / Payment shall not constitute agreement on the products delivered or services rendered or on the amount invoiced and shall in no way imply a waiver of any subsequent claim by VWBK.

#### **ARTICLE 4 - PRODUCTS / SERVICES**

##### 4.1 / Performance

4.1.1 / Modifications: The Supplier may not make any changes to the product or service of any kind whatsoever without the written consent of VWBK.

4.1.2 / Subcontracting: The Supplier may not subcontract its obligations without the prior written consent of VWBK. In the event of authorized subcontracting, the Supplier shall remain solely liable to VWBK.

##### 4.2 / Quality

4.2.1 / General provisions: The Supplier shall be responsible for the quality of the products delivered and services performed. The Supplier shall likewise be responsible for products or services, which it has requested from third parties for the purpose of fulfilling its own obligation towards VWBK. In this respect, the Supplier shall at all times be able to provide VWBK with evidence of the quality requirements, procedures and controls it has introduced and carried out with its subcontractors or other third parties. Any assistance that VWBK may provide to the Supplier in the performance of the products or services and any checks that VWBK reserves the right to carry out shall not be deemed to be an acceptance of the quality of the products or services by the Supplier, who shall remain responsible for them even after approval and acceptance by VWBK. VWBK shall have the right to inspect the Supplier's production facilities and the conditions under which the Supplier performs the service at any time at its own expense.

##### 4.3 / Warranty - Liability

4.3.1 / The Supplier shall be liable to VWBK and any third parties for its product or service, notwithstanding any clause to the contrary. The Supplier shall indemnify VWBK against all apparent or hidden defects, all defects in its products or services resulting in particular from a defect in design, material, conformity or workmanship or consisting of a malfunction. It is bound by an obligation of result. The Supplier shall remain fully responsible for the conformity of its products or services to the stipulations of the contract, as well as for their execution, which must be carried out in accordance with the rules of the trade and in compliance with the laws, decrees and regulations in force at the date of the contract. The Supplier shall, therefore, at its own expense, provide for any repairs or replacements of products or defective parts that may be necessary.

Finally, VWB shall benefit from the manufacturer's warranty for the products delivered. It is the Supplier's responsibility to take out, at its own expense, the necessary insurance coverage to cover the products until their arrival at the agreed place of delivery, as well as the liabilities incurred as a result of the execution of the orders for all physical, material and immaterial damage, and to provide proof thereof to VWBK at the latter's first request.

4.3.2 / The Supplier shall indemnify VWBK at its first request against all consequences, direct or indirect, of liability that may be incurred by it personally or by subcontractors or other third parties that it may have called upon, due to personal injury, material or immaterial damage caused to third parties, VWBK and its successors in title. The Supplier shall remedy any defects in the goods or services with all due care and at its own expense. The Supplier shall also remedy the consequences of such defects for VWBK or its customers. Should the Supplier be unable to ensure the proper performance of its guarantee, VWBK reserves the right to have the necessary work and/or replacements carried out at the Supplier's expense without prejudice to the application of the termination clause.

## **ARTICLE 5 - DELIVERY / DATE OF COMPLETION OF SERVICES**

5.1/ The time limits for delivery or performance of the service are imperative, without which VWBK would not be contracting with the Supplier. The Supplier shall be fully liable for any delay in delivery, and shall bear all direct or indirect consequences thereof, at VWBK's request, all costs resulting from the delay in performance without prior notice of default being required, and without this compensation being capped, and without prejudice to the penalties provided for in the Article 3.

The contractual delivery date is stated on the order.

5.2/ VWBK reserves the right, in the event of delay in delivery or performance, to revise or modify all or part of its obligations, in addition to applying penalties, without entitling the Supplier to compensation. VWBK shall be entitled to return any goods not delivered within the stipulated period at the Supplier's expense and risk.

Delay may also give rise to the application by VWBK of the termination clause set out in Article 6.3.2.

5.3 / VWBK shall not accept early delivery without prior agreement. Quantities delivered in excess shall be stored at the Supplier's expense and risk or may result in the return of the goods at the Supplier's expense and risk.

## **ARTICLE 6 - GENERAL CLAUSES**

6.1 / Transfer of ownership

6.1.1 / Sales: Unless otherwise stipulated in the order, the Products ordered shall become the property of VWBK upon delivery to the place specified by VWBK in the order. No retention of title clause stipulated by the Supplier shall be enforceable against VWBK. It is expressly agreed that these terms and conditions shall not apply to any retention of title clause that may appear in any documents of the Supplier.

6.1.2 / Provision of services: It is expressly agreed by the parties that the Supplier shall assign to VWBK the intellectual property rights relating to the material and intellectual achievements as they are created. With regard more specifically to the intellectual services, VWBK shall acquire ownership of the economic rights to the resulting creation as and when it is produced. Pursuant to Article L.131-3 of the French Intellectual Property Code, the Supplier hereby assigns to VWBK the rights of reproduction, adaptation, correction, development, translation, modification, marketing, distribution, use and retrocession relating to the creation (including documentation, source codes, reports, studies, deliverables, etc.).

6.1.3 / Common provisions: The transfer of ownership shall not be interpreted as an acceptance by VWBK as to the quality and/or conformity of the product or service, nor shall it have any consequences as to payment or its terms.

6.2 / Transfer of risk

6.2.1 / Sales: The Supplier shall bear the risks until the products are unloaded at the place indicated by VWBK in the order.

6.2.2 / Services: It is expressly agreed that the risk shall pass after VWBK has taken final delivery of the service, irrespective of whether or not the service relates to an object and irrespective of whether or not VWBK has supplied all or part of the material used for the performance.

### 6.3 / Non-performance of obligations

6.3.1 / Force majeure: Only an unforeseeable, irresistible and external event may suspend the obligations of the parties. Strike, lock-out or any labor dispute will not be considered as force majeure.

6.3.2 / Cancellation clause: In the event of the Supplier failing to meet its contractual obligations, VWBK shall have the right, after formal notice has remained without effect for a period of fifteen days, to terminate its orders, without prejudice to its rights to damages and interest. If the Supplier fails to comply with its essential contractual obligations (failure to meet delivery or completion deadlines, quality objectives, non-compliance with the specifications, changes made without the prior written consent of VWBK, violation of personal data, the obligation of confidentiality or disclosure of information covered by banking secrecy) or in the event of the opening of insolvency proceedings (appointment of an "*mandataire ad hoc*", conciliation and safeguard proceedings), subject to the legal provisions in force, VWBK shall be entitled, without prejudice to its rights to damages, to terminate the order without prior notice and without compensation.

### 6.4 / Confidentiality - Advertising

All agreements between the Supplier and VWBK are strictly confidential.

The Supplier undertakes to keep as such, in particular, any documents, plans, know-how, information or samples which VWBK may have sent to him or to which he may have had access in connection with the order, as well as any products resulting therefrom.

The Supplier agrees to treat the data and information received from VWBK as strictly confidential, not to use such data and information for any purpose other than the performance of this contract or the implementation of its provisions, not to communicate to any third party the content of this contract or the data and information transmitted to it in the course of its performance, and to take all necessary security measures to prevent and avoid the publication or disclosure of such data or the information accompanying them.

The Supplier agrees to strictly limit the use of the data and accompanying information to those members of its staff who have a need to know, expressly undertakes to comply with the secrecy obligations and security measures stipulated in this Article and not to make any other use of the data and information in question than that provided for in this contract.

The Supplier may also have knowledge of information covered by the banking secrecy provided for in Article L. 511-33 of the French Monetary and Financial Code, the disclosure of which is punishable by law. The Supplier undertakes to ensure that its entire staff and any subcontractors comply with this provision.

The business relationship with VWBK shall not give rise to direct or indirect advertising without the prior written consent of VWBK.

### 6.5 / Intuitu Personae

The agreements between VWBK and the Supplier may not be assigned or transferred without the written consent of VWBK. VWBK shall be entitled to terminate the agreements without notice in the event of a breach of this obligation. In the event of the sale or change of direct or indirect effective control of the Supplier's company, or in the event of exceptional circumstances that could jeopardize the continuity of the Supplier's business or legal structure, the Supplier shall inform VWBK, which reserves the right to terminate the contractual relationship without notice or compensation.

#### 6.6 / Transfer

VWBK shall be free to transfer the sales or service contract (including the order, the special conditions (if any), these general terms and conditions of purchase as well as any documents drawn up by the Supplier which VWBK has expressly agreed to include in the order) and the rights and obligations arising therefrom to a third party without the prior written consent of the Supplier. In the event of a transfer, the Supplier hereby agrees that VWBK shall be released from any obligations arising from the performance of the contract.

6.7 / If one or more of the provisions of these terms and conditions are held to be invalid or declared invalid by a law, regulation or final decision of a court, the other provisions shall continue to apply with the same force.

#### 6.8 / Applicable Law - Jurisdiction

The contracts, as well as these general conditions, are subject to French law. Any action brought by or against VWBK shall be subject, by express agreement and unless waived by us, to the competent courts of Paris, regardless of the place where the obligation was entered into or the terms or conditions of delivery or payment stipulated or applied, and this even in the event of a warranty claim or multiple defendants or a dispute over the validity of the contracts and/or terms and conditions, notwithstanding any agreement to the contrary, the Supplier expressly waiving the benefit of any jurisdictional clause that may, if applicable, appear in its commercial documents.

#### 6.9 / Information Technology and Liberties

The Supplier undertakes to comply with the regulations applicable in France and in the European Union in the field of personal data protection ("data protection regulations"), including in particular:

- the Information Systems and Personal Liberties Act. n° 78-17 of 6 January 1978 as amended and any eventual updates ;
- Regulation (EU) 2016/679 of the European Parliament and European Council of 27 April 2016 (General Data Protection Regulation) repealing Directive 95/46/EC ("GDPR");
- If necessary, laws passed within the European Union and local laws likely to apply to personal data treated in this contract;
- texts and decisions issued by controlling authorities, in particular the French National Commission for Information Technology and personal Liberties (CNIL);
- If necessary, the texts and recommendations issued by the Group in Article 29 or by any organization or authority in the domain of personal data protection.

The Supplier undertakes to put in place all necessary procedures to ensure the confidentiality and maximum security of personal data.

The Supplier warrants to VWBK that, in the course of the performance of the agreement, no personal data will be transferred or processed, directly or indirectly, outside the European Union or outside countries considered to provide an adequate level of protection of the privacy and fundamental rights and liberties of individual persons.

#### 6.10 / Requirements of the Volkswagen AG Group with regard to sustainability in dealings with its business partners

The sustainability requirements set out the Volkswagen AG Group's expectations regarding the attitude and behavior of its business partners in relation to key environmental and social issues in the course of their business activities. These requirements are regarded as the basis for a satisfactory business relationship between the Volkswagen AG Group and its partners. The full text of these requirements can be found on the [vwgroupsupply.com](http://vwgroupsupply.com) website under "Cooperation - Sustainability".

Acceptance of the order by the Supplier shall imply acceptance of these general terms and conditions of purchase unless they have been the subject of written reservations formally accepted by VWBK.

**For the Supplier**

Representative's name :

Representative's position:

Date and signature :