

GENERAL CONDITIONS FOR THE PURCHASE OF PRODUCTS

I / SCOPE

1.1 / The purpose of these general conditions of purchase (hereinafter the "GCP") is to define the terms and conditions for the purchase of goods or products (hereinafter the "Products") made by Volkswagen Group France (hereinafter "VGF") from the Supplier, unless otherwise agreed between the Parties. VGF and the Supplier are hereinafter referred to as the "Parties".

1.2 / The conditions of purchase of the Products, in particular the financial conditions, have been negotiated between the Parties.

The contract governing the supply of the Products by the Supplier for the benefit of VGF (hereinafter the "Contract") consists of the documents listed in the following decreasing order of prevalence:

- (i) where applicable, the Framework Order or the VGF provisional Purchase Order as defined in Paragraph II below, and, where applicable, the Negotiation Protocol signed by the Supplier;
- (ii) where applicable, the Special Conditions to the General Terms and Conditions signed between VGF and the Supplier;
- (iii) the GCP;
- (iv) the on-call Order or the Firm Purchase Order or the VGF Purchase Order as defined in Paragraph II below (hereinafter the "Order");
- (v) the Supplier's quotation or technical proposal, excluding financial conditions, validated by VGF;
- (vi) where applicable, the VGF Specifications.

1.3 / The GCP are applicable to Orders transmitted by VGF to the Supplier as of September 14, 2020.

As such, they replace VGF's previous general conditions of purchase.

The fact that the parties do not require, at any given time, the application of any of these clauses or clauses of the Contract, cannot be interpreted as a waiver to require its application in the future.

II / ORDERS

2.1 / Framework Order and On-call Order

2.1.1. The Framework Order is a simple forecast of orders. Its purpose is to determine the nature of the Products, their fixed unit prices, and the maximum quantities for the duration of the Contract, but it does not commit VGF to the minimum quantities.

2.1.2. The On-call Order, linked to a Framework Order, sent by VGF to the Supplier shall constitute a final commitment by VGF. The latter specifies the terms of execution, in particular the quantities of Products ordered for a given period.

2.1.3. Both types of orders are sent by VGF to the Supplier via the KSRM tool.

2.2 / Provisional Order Form and Firm Order Form

2.2.1. The Purchase Order marked "provisional order" is a simple forecast of orders. Its purpose is to determine the nature of the Products, their fixed unit prices, and the maximum quantities for the duration of the Contract, but it does not commit VGF to the minimum quantities. This Provisional Purchase Order is sent by VGF to the Service Provider via the KSRM tool

2.2.2. The Firm Purchase Order, linked to a Provisional Purchase Order, sent by VGF to the Supplier shall constitute a final commitment by VGF. The latter specifies the terms of execution, in particular the quantities of Products ordered for a given period. This Firm Purchase Order is sent by VGF to the Service Provider by email.

2.3. Purchase order

The Purchase Order, not linked to a Framework Order or a Provisional Purchase Order, sent by VGF to the Supplier shall constitute, upon receipt by VGF of the Supplier's confirmation, a definitive commitment by VGF. The latter specifies the terms of execution, in particular the nature of the Products, the quantities ordered, their fixed unit prices, and the delivery date.

2.4 / Acceptance of the Order

2.4.1. Before any Order, the Supplier is required to draw up an estimate. Only the issuance of the Order, established on the basis of the estimate, constitutes acceptance by VGF.

2.4.2. When required by VGF, the Supplier's confirmation must then be sent to VGF within 5 working days from the Order. In the absence of express confirmation within the aforementioned time limit, silence on the part of the Service Provider shall constitute acceptance of the Order. As long as the Supplier has not confirmed the Order or in case of silence on the part of the Supplier, VGF is entitled to modify the Order within the aforementioned period. VGF must then be informed of any change in price or schedule resulting from the requested modifications which, if accepted by VGF, will give rise to a new Order.

2.4.3. The Order drawn up by VGF and, where applicable, confirmed by the Supplier under the conditions set forth in 2.4.2 above, constitutes a firm and definitive commitment by the Parties under the contractually agreed terms.

III / PAYMENT

3.1 / Price

The Products are purchased at the Unit Price and the Total Price agreed between the Parties and set out in the Contract (hereinafter the "Price"). The Price is firm and final by the Supplier for the duration of the Contract and includes all expenses, costs and charges in connection with the performance of the Contract, in particular the travel, catering and hotel costs of the employees and subcontractors of the Supplier unless otherwise agreed by the Parties.

Under no circumstances may the agreed Price be modified without the prior agreement of the Parties.

3.2 / Invoicing

The invoice is sent by the Supplier to VGF's Accounts Payable department within 48 hours of the date of issue: 11, Avenue de Boursonne, B.P. 62, 02601 VILLERS-COTTERETS Cedex.

In addition to the legal information, it must mention: as the case may be, the number of the On-call Order or the Firm Purchase Order or the Purchase Order; the Supplier's number assigned by VGF in its systems; the wording of the Order, any terms of payment negotiated between the Parties and the name of VGF's contact person. Otherwise, the invoice will be returned by VGF to the Supplier.

3.3 / Payment, Late penalties

3.3.1. Payment is made 45 days end of month from the date of issuance of the invoice. Unless otherwise indicated in the Order, no deposit is paid on the Order.

3.3.2. In the event of late payment, penalties will be limited to an amount equivalent to that which would result from the application of a rate equal to three times the legal interest rate. In addition, any late payment in commercial transactions exposes its author to a fixed recovery fee, as defined in Article D. 441-5 of the French Commercial Code, the amount of which is set at 40 Euros.

3.3.3. Payment does not constitute agreement on the conformity of the Products delivered by the Supplier to VGF, nor on the amount invoiced; payment does not in any case imply a waiver of any subsequent recourse on the part of VGF.

IV / PRODUCTS

4.1 / Supplier's duty to advise and inform

4.1.1. Notwithstanding any competence or prior knowledge of VGF, the Supplier, in its capacity as an expert, must provide VGF with all information, advice and warnings regarding the composition, storage and use of the Products.

4.1.2. The Supplier undertakes to guarantee the quality that VGF is entitled to expect from a specialised professional with the references and expertise declared to VGF. The Supplier acknowledges that it has a general duty to provide advice, information and recommendations to VGF in all areas related to the performance of the Contract.

4.1.3. The Supplier must warn VGF of any risks relating to the Products, in particular with regard to health, safety, the environment, and more generally of any problem affecting the quality or use that the user or consumer is entitled to expect from the Products.

4.1.4. The Supplier undertakes to advise VGF in the event that it issues orders for additional or new products during the performance of the Contract.

4.2 / Modifications of a Product

The Supplier may not make any changes to the Products of any kind whatsoever without prior written consent from VGF.

4.3 / Subcontracting

The Supplier may not subcontract its obligations without the prior written consent of VGF and, if the subcontractor uses another service provider, the Supplier is required to inform VGF thereof. In case of authorised subcontracting, it remains solely liable to VGF.

4.4/ Non- exclusivity

Unless expressly otherwise provided, it is recalled that VGF does not request exclusivity from the Supplier and that it is up to the Supplier to diversify its customer base and to monitor the market share that VGF represents in its total sales.

4.5/ VGF's commitments

VGF undertakes to (i) maintain regular cooperation with the Service Provider and to provide it with all the information requested, subject to its availability and its necessity for the performance of the Contract, (ii) allow the Supplier access to the premises or its warehouses for deliveries of the Products every working day from 8:00 a.m. to 12:00 p.m., (iii) when the Products comply with the Contract, pay the Supplier the agreed prices for the Products under the conditions and within the deadlines provided for in the Contract.

V / DEADLINES / DELAYS

5.1/ Dates - Deadlines

5.1.1. The contractual delivery date of the Products appears on the Order, or failing that, on the Negotiation Protocol, or failing that, on the estimate accepted by VGF.

The delivery dates of the Products are binding; they are a decisive condition without which VGF would not have entered into a contract with the Supplier.

5.1.2. Unless VGF is in breach of its obligations under Article 4.5, in addition to the provisions of Article 1217 of the French Civil Code, if the Supplier is unable to ensure the full performance of all or part of its obligations within the agreed time limit, after a formal notice has remained unheeded after a period of 15 days, VGF reserves the right to cancel the Order in question and have it performed by a third party of its choice at the Supplier's expense.

In any event, in the event of late delivery of the Products that is detrimental to VGF, the latter reserves the right to apply the late penalties referred to in Article 5.2, without prejudice to VGF's right to terminate the Contract at the Supplier's fault pursuant to Article 7.3 and to claim damages.

5.1.3. The Supplier shall immediately inform VGF of any event likely to have an impact on delivery times.

5.1.4. VGF reserves the right to return undelivered Products within the time limit provided for in the Contract at the Supplier's expense and risk.

5.2 / Late delivery penalties

5.2.1. The Supplier shall incur late penalties for any delivery made in whole or in part after the agreed date from the first day of delay, as of right, without the need for prior formal notice. Unless otherwise stipulated, the amount of these penalties is equal to 1% of the value excluding VAT of the order per working day of delay, without the cumulative amount of these penalties exceeding a ceiling equal to 10% of the total annual price excluding VAT of the Contract. The penalties are not discharging for the Supplier and, consequently, are applicable without prejudice to any other rights and remedies of VGF under the Contract.

If the aforementioned ceiling is reached, VGF may terminate the Contract, as of right and without prior notice, at the sole fault of the Service Provider, without prejudice to its rights to damages.

5.2.2. However, the penalties shall not apply if the Supplier proves that the performance of its obligation has been prevented, provided that it has not committed any fault, by the occurrence of an external cause, i.e.: (i) a case of force majeure, (ii) any act of VGF that prevents or hinders the performance of the Supplier's obligations, (iii) any act of a third party, excluding the Supplier's subcontractors.

5.2.3. Notwithstanding the foregoing, the Supplier undertakes to inform VGF of the foreseeable duration of the delay and to notify the new delivery date of the Products concerned.

VI/ ACCEPTANCE - RESERVATIONS

6.1/ Transport

In the event of national transport, VGF undertakes to make all necessary reservations with the carrier in the event of damage to the Products delivered or missing Products, by registered letter with acknowledgement of receipt within three (3) days of receipt from the carrier, in accordance with Article L. 133-3 of the French Commercial Code, a copy of which will be sent simultaneously to the Supplier.

6.2. Acceptance

In the event of apparent defects or missing items, VGF will send the Supplier any justified complaint, regardless of its nature, regarding the Products delivered, in writing, by registered letter with acknowledgement of receipt, within the three (3) day period mentioned above.

The products concerned may be returned by VGF by the carrier of its choice to the Supplier at the latter's expense, unless the Supplier decides otherwise on the choice of carrier.

VII/ WARRANTY - LIABILITY - INSURANCE

7.1/ Scope of the warranty

7.1.1. The Supplier guarantees in particular that the Products comply with the Contract, professional standards, the applicable standards, laws and regulations; that they are suitable for the functions and use for which they are intended and offer the security that can legitimately be expected; that they are free from any apparent or hidden defect and operating faults; that they are free of any security interests, pledges, privileges, intellectual property rights or any other right for the benefit of a third party. In this respect, it is bound by a results-based obligation.

7.1.2. The Supplier acknowledges that the guarantees specified above are in addition to the legal guarantees such as those defined in particular in Articles 1641 *et seq.* of the French Civil Code, to the ten-year guarantee where applicable, as well as to the other specific guarantees defined in the Contract.

7.1.3. The Supplier shall hold VGF harmless against all claims by third parties in connection with the Products and undertakes to defend VGF in court at its own expense and risk, by paying or reimbursing on first demand all costs, expenses and damages incurred by VGF.

7.2/ Duration and scope of the guarantee of conformity

7.2.1. Unless a more favourable contractual provision to the contrary has been made, the guarantee of conformity has a duration of 24 months.

The warranty period shall run either from the date the Products are put into service or, if the Products are not put into service, from the date of their delivery.

7.2.2. The Supplier undertakes, for the entire duration of the above warranty period, to maintain, repair or replace the defective Products (products, parts) at its exclusive expense and at VGF's request, it being specified that this warranty means that the Supplier shall bear all costs related to the repair or replacement of said Products (labour, transport, travel and accommodation costs, etc.), as soon as possible, without prejudice to VGF's right to terminate the Contract in accordance with Article 7.3 and to claim damages.

7.3/ Dangerous Products

7.3.1. The Supplier guarantees VGF that it complies with its obligations under Regulation (EC) No 1907/2006 of December 18, 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) for all products and packaging concerned.

7.3.2. In the event that certain Products or products supplied or used within the scope of the Contract contain dangerous substances or require special safety precautions to be taken in handling, transport, storage or use, the Supplier must, before delivering or using them, provide VGF with the necessary information in writing on the nature of these substances and on the precautions to be taken.

Before any shipment, the Supplier will ensure that the appropriate instructions and warnings are highlighted and clearly indicated on the Products in question and their packaging.

In particular, and without this stipulation being limitative, the Supplier shall provide VGF in writing with all indications, instructions and warnings necessary to comply with the applicable legal or regulatory provisions regarding health and safety.

7.3.3. In the event of non-compliance by the Supplier with its commitments under this article, VGF may, by registered letter with acknowledgement of receipt, terminate the Contract, as of right and with immediate effect, and cancel any order that has not yet been confirmed, without compensation for the Supplier and without prejudice to VGF's right to obtain damages in this respect.

7.5/ Liability

7.5.1. The Supplier is responsible for the full performance of its obligations vis-à-vis VGF and, where applicable, third parties. The Supplier guarantees VGF, in particular pursuant to Article 1231-1 of the Civil Code, against any total or partial non-performance of its contractual obligations.

7.5.2. The Supplier shall hold VGF harmless against all consequences, direct or indirect, of the liability that may be incumbent on it personally or due to the acts of subcontractors or agents, due to bodily injury, material or non-material damage caused by the latter to VGF, to its successors in title and to third parties.

7.6/ Insurance

7.6.1. The Supplier undertakes to take out with a reputable insurance company, and to maintain throughout the term of the Contract, at its own expense, the insurance necessary to cover the liabilities it incurs as a result of the performance of the Contract for all direct or indirect damage, whether of physical, material or non-material. Before starting the execution of the Contract, and at any time thereafter at VGF's first request, the Supplier undertakes to provide VGF with the corresponding certificates of general and professional liability insurance.

The scope of the Supplier's insurance coverage shall in no way be construed as any limitation of liability.

7.6.2. The Supplier must notify VGF without delay in the event of termination or modification of the policy for any reason whatsoever. If this termination or modification is likely to affect the Supplier's ability to provide compensation in accordance with paragraph VI "WARRANTY - LIABILITY - INSURANCE" above, VGF will be entitled to terminate all or part of the Contract.

VIII/ GENERAL CLAUSES

8.1/ Transfer of ownership

Unless otherwise agreed between the Parties at the time of the Order, the Products ordered become the property of VGF upon delivery at the place specified by VGF in the Order. No retention of title clause stipulated by the Supplier shall be enforceable against VGF. It is expressly agreed that these conditions exclude the retention of title clause that may appear in any of the Supplier's documents.

The transfer of ownership shall not be interpreted as an acceptance by VGF of the quality and/or conformity of the Product, and no consequences may be drawn from it with respect to payment or its terms.

8.2/ Transfer of risks

The risks shall be borne by the Supplier until complete unloading of the Products at the place indicated by VGF in the Order.

8.3/ Termination for contractual breach

In the event of non-compliance by either of the Parties with a sufficiently serious obligation or one of its essential obligations (in particular failure to meet delivery deadlines for the Products, Quality Indicators, non-compliance with the specifications and any modification made without the prior written agreement of the other Party), the injured Party will have the option, after formal notice by registered letter with acknowledgement of receipt that has remained unheeded for a period of fifteen days, to automatically terminate the Contract, without prejudice to its other rights, in particular to damages.

8.4/ Force Majeure

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described in the Contract, is due to a force majeure event within the meaning of Article 1218 of the Civil Code and cases usually recognised by case law.

By express agreement, (i) a case of force majeure shall be deemed to be: a pandemic or epidemic whose spread and effects significantly impact the activity of the prevented Party; (ii) a strike, lock-out or any labour dispute shall not constitute a case of force majeure.

The Party affected by the event must inform the other Party without delay of its inability to perform its service and provide justification, by email confirmed by registered letter with acknowledgement of receipt. The suspension of obligations may in no case incur the liability of the Parties for non-performance of the obligation in question, nor result in the payment of damages or late penalties.

The performance of the obligation will be suspended for the duration of the force majeure event, if it is temporary and does not last for longer than one month. Consequently, as soon as the cause for the suspension of their reciprocal obligations no longer exists, the prevented Party will notify the other of the resumption of its obligation, by email confirmed by registered letter with acknowledgement of receipt. If the impediment is definitive or exceeds a period of one month, the Contract may be terminated by either Party by registered letter with acknowledgement of receipt, unless the Parties expressly agree otherwise.

8.5/ Audit

The Parties agree that VGF may at any time and at its own expense have an audit of the conditions of performance of the Contract carried out.

This audit may be carried out either by an internal auditor of VGF, or by an external auditor, who may not be a direct competitor of the Supplier.

The audit performed by VGF will focus on compliance with the Supplier's contractual commitments.

In the context of this audit, the Supplier undertakes to cooperate fully with the auditors appointed for this purpose and to provide them with all necessary information.

In the event that the audit findings reveal breaches of the Supplier's obligations, the Supplier undertakes to take all necessary measures to remedy them within a period set by VGF from the date of notification of the audit findings to the Supplier.

The Parties agree that in any event, the audit findings and/or the implementation of the audit procedure does not exempt in any way the Supplier from complying with its contractual obligations.

8.6/ Protection of personal data

The Parties agree to process personal data in accordance with all legal and regulatory texts applicable in France and in the European Union concerning the protection of personal data and in particular the European regulation on the protection of individuals with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC and Law No. 78-17 of January 6, 1978 relating to data processing, files and civil liberties as it exists and will be amended during the term of the Contract (hereinafter referred to as the "Personal Data Regulations").

In the event that the purchase of products or services involves the processing of personal data by the Supplier on behalf of VGF, the Parties undertake to sign an Agreement on the protection of personal data. This agreement shall be appended to the Contract, either at the time of signature of the Contract or by way of an amendment.

The Agreement on the protection of personal data defines the conditions under which the Parties undertake, under this Contract, to comply with the Personal Data Regulations.

In its capacity as controller, subcontractor or recipient of the processing, each Party undertakes to co-operate with the other Party, to inform it of the way in which the data is processed and the rights of the data subjects, and to implement appropriate technical and organisational measures.

In accordance with the Personal Data Regulations, any data subject has a right of access, query, limitation, portability, rectification, erasure and modification on the data concerning them. Any data subject also has a right to object to the processing of their personal data, and a right to object to the use of this data for commercial prospecting purposes.

Finally, any data subject has the right to define general and specific guidelines on how they intend to exercise these rights after their death.

These rights can be exercised with the Party concerned as data controller with Volkswagen Group France by contacting the following email address: dpo@volkswagenfrance.fr, or at the following postal address: Volkswagen Group France, Customer Relations, 11 Avenue de Boursonne, 02600 Villers-Cotterêts, accompanied by any element allowing proof of identity; with the Supplier by contacting the email address, or the postal address that the Supplier will be required to communicate to VGF prior to the entry into force of the Contract.

The Supplier undertakes to assist VGF in fulfilling its obligation to comply with requests for the exercise of data subjects' rights.

8.7/ Ethics

Each Party undertakes to take all necessary and appropriate measures to combat corruption and to prevent any other breach of the law, in particular breaches of provisions against anti-trust laws, competition laws, environmental protection laws and laws relating to employee rights.

Each Party shall take appropriate organisational measures (including, but not limited to, legal and contractual measures) to prevent its legal representatives, employees, contractors, consultants or any third party acting on its behalf from being eligible for prosecution for acts or omissions relating to, for example, bribery, granting of undue advantages, acceptance of undue advantages, money laundering, fraud or misappropriation of funds.

In the event of a breach of obligations related to the performance of this Contract or if there is sufficient reason to suspect such a breach, the Party in question must immediately inform the other Party, indicating the measures implemented to remedy it and prevent future violations. If the Party concerned fails to inform the other Party promptly or to take appropriate action within 30 days of becoming aware of the situation, the latter shall be entitled to terminate this Contract without notice or to immediately terminate all business relationships.

The Party concerned must (i) defend and support the other Party, its directors, officers, representatives and employees in the event of any claim, action, loss, damage, liability, and (ii) indemnify all costs and expenses, including lawyers' fees, any order for damage that the other Party may suffer and which results from a breach of its obligations under this clause, with the exception, however, of breaches resulting from negligence or intentional fault of the other Party or any person placed under its responsibility or any act of a third party to this Contract.

The documents (including the invoices of each Party's subcontractors), where appropriate the infrastructure (buildings, IT, etc.), and the procedures relating to the Services may be audited at the first request of each Party subject to a minimum notice period of 14 days sent by registered letter with acknowledgement of receipt. This audit may be carried out by a Party or any third party which is not a competitor of the audited Party duly commissioned by it, which the other Party expressly accepts. In this case, the commissioned third party must first sign a confidentiality agreement.

All costs incurred in connection with the audit shall remain the sole responsibility of the Party requesting the audit. The audit must be conducted objectively, transparently and in good faith and cannot lead to a breach of business secrecy and/or result in one of the Parties being in an unequal and unfair situation vis-à-vis its competitors.

In addition, in the event of a request from public authorities and administrations, each Party will comply with it. In addition, the Supplier undertakes to comply with the provisions of the VGF Supplier Code of Conduct that it previously accepted at the time of its listing.

8.8/ Confidentiality - Advertising

All agreements entered into between the Supplier and VGF are strictly confidential during the term of the Contract and for a period of five years after the termination of the Contract.

The Supplier undertakes to keep as such, in particular the documents, plans, know-how, information, or samples that may have been transmitted to it by VGF or to which it may have had access at the time of the order, as well as the resulting achievements. The business relationship with VGF may not give rise to direct or indirect advertising without the prior written consent of VGF.

8.9/ Intuitu Personae

The Contract concluded between VGF and the Supplier may not be assigned or transferred to a third party without the prior written consent of the other Party. The latter will have the right to terminate the Contract without notice in the event of failure to comply with this obligation. In the event of the transfer or change of effective direct or indirect control of its company, or of exceptional circumstances which may jeopardise the continuity of its business or legal structure, the Party concerned shall inform the other Party, which reserves the right to terminate the contractual relationship without notice or compensation.

8.10/ Severability

If one or more provisions of these conditions are held invalid or declared as such under a law, a regulation or following a final court decision, the other provisions will remain in full force and effect.

8.11 / Requirements of the Volkswagen Group AG in terms of sustainable development in relations with its business partners.

The sustainability requirements set out the Volkswagen Group's expectations regarding the attitude and behaviour of its business partners with regard to the most important environmental and social aspects of their business activities. These requirements are regarded as the basis for establishing satisfactory business relationships between Volkswagen Group AG and its partners. All of these requirements can be found at vwgroupsupply.com under the heading "Cooperation - Sustainability".

8.12/ Labour law regulations

The Supplier declares that it complies with the provisions of the Labour Code, in particular regarding undeclared work and foreign workers, in relation to the persons it employs.

The Supplier undertakes to transmit to VGF, before the start of the execution of this Contract, and then every 6 months until the end of its execution, all the documents provided for in Articles D. 8222-5 and D. 8254-2 of the French Labour Code. Any failure by the Supplier to comply with the regulations in force may justify the immediate and automatic termination of this Contract by VGF, without prejudice to its right to claim compensation for the damage suffered as a result of this failure.

8.13/ Applicable law - Jurisdiction

THIS CONTRACT IS GOVERNED BY FRENCH LAW. FOR ANY DISPUTE ARISING BETWEEN THE PARTIES CONCERNING THE INTERPRETATION OR PERFORMANCE OF THE CONTRACT AND WHICH CANNOT BE SETTLED AMICABLY, THE COMMERCIAL COURT OF PARIS SHALL HAVE JURISDICTION, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTY PROCEEDINGS, EVEN FOR PROTECTIVE MEASURES, IN SUMMARY PROCEEDINGS OR BY PETITION.

Signature required for acceptance Date :

Volkswagen Group France General Conditions of Purchase applicable from September 14, 2020 - version 3.0

Volkswagen Group France, 11 avenue de Boursonne – 02600 VILLERS-COTTERETS
A public limited company (SA) with an executive board and a supervisory board with a capital of 198,502,510 Euros
RCS SOISSONS 832 277 370