

General Purchasing Conditions of Volkswagen Konzernlogistik GmbH & Co. OHG („Principal“)

§1 Contract Subject Matter

1. The Principal commissions the Contractor with logistics services, e.g. the receipt, transport, storage, administration, processing, and delivery of materials or vehicles (hereinafter: the "Goods") of the Volkswagen Group and third parties, based on an individual contract (hereinafter: the "Contract") between the Principal and the Contractor. These General Purchasing Conditions supplement the provisions of the Contract. In the event of any discrepancies and/or contradictions between these General Purchasing Conditions and the provisions of the Contract, the provisions of the Contract shall prevail.

2. The Contractor provides the facilities, the equipment and the premises necessary for the fulfilment of the Agreement. These have to be in fully-operational condition and free from defects.

3. The place of receipt as well as the place of fulfilment shall be defined in individual contracts.

4. The Contractor obtains and follows instructions either directly from the Principal or Volkswagen AG or from another company within the Volkswagen Group or from any third party assigned by the Principal which will be announced to the Contractor.

5. The specifications of this Agreement shall also apply to the individual contracts entered into by the parties.

§2 Expertise

1. The Contractor confirms that it holds all necessary authorisations, concessions and permits for the rendering of the services and complies with all laws and regulations concerning the performance of the services.

2. The Contractor undertakes to perform all services with utmost care and expertise, it is responsible for the quality, completeness and coordination of the services including the communication of reports, specifications and other information within the framework of this Agreement.

3. The Contractor knows and observes the Volkswagen Guidelines on prevention of conflicts of interest and corruption as set out in the Appendix "Avoidance of Corruption and Conflicts of Interest".

§3 Compliance with Standards

1. The Contractor knows and complies with Volkswagen/ Principal standards (including the Appendices "Technical Quality Standard (TQS) for Distribution of Volkswagen Group Vehicles" and "Technical Quality Standard (TQS) for Material Transport Road).

The Contractor must also adapt to and comply with any amendments to these requirements or standards as soon as it has received written notice of the amendments or otherwise becomes aware of them. The Contractor is obliged to take note of any updates to the instructions or standards (for example via www.vwgroupsupply.com and/or the internet pages of the relevant company within the Volkswagen Group) on a monthly basis.

2. Provided that nothing to the contrary is agreed, the most current version valid at the time of the contract conclusion of the Volkswagen Group requirements regarding sustainability in its relationships with business partners (Code of Conduct for Business Partners) shall become element of the contract. The complete text of these requirements is available on www.vwgroupsupply.com in the chapter "Sustainability".

3. To the extent that any performance takes place on factory or industrial premises of a company of the Volkswagen Group (hereinafter referred to as "VW"), the following shall apply: Services shall be performed by the Contractor independently and on its own authority in accordance with VW or the Principal's technical and organisational specifications under the supervision and managerial authority of the responsible employee designated by the Contractor. The decision on the choice of personnel shall be made by the Contractor.

Contact persons shall be designated by both parties on site for all information to be exchanged. Regular coordination meetings shall take place between the contact persons of the parties to discuss the content and performance of the services and to exchange all information needed for the fulfilment of the contract. The Contractor should ensure that the contractually agreed performance meets agreed quality standards for each change of personnel and during the orientation period for new employees.

§4 Duties to Inform, Advise and Optimise

1. The Contractor shall use its expertise to support and advise the Principal and shall inform the Principal of developments and incidents that could be of significance for the activities of the parties.

2. On a monthly basis at the request of the Principal, the Contractor shall report details of the amount and kind of any damage which has occurred within its sphere of influence. The Contractor shall also give notice as to the cause of any such damage, damaged object and details of any measures undertaken by the Contractor to prevent such damage in the future.

3. It shall be the common goal of the parties to improve their business processes on an on-going basis, to raise the quality of their performance and reduce their operational costs.

4. The Contractor shall inform the Principal without undue delay in case of any events related to an order or contract in particular any determination of criminal acts or local police investigations.

§5 Requirements for IT-supported processes/ IT systems compatibility

Volkswagen AG shall provide information to its business partners free of charge via internet by means of a Group Business Platform. The Contractor is obliged to enter all necessary data required for Group Business Platform and to constantly update it. Details of the Group Business Platform are available at www.vwgroupsupply.com.

The following shall apply in cases of vehicle transport:

1. The requirements of the Principal resulting from the need to use continuous EDI order processing and status tracking are described in the Appendix [EDI Vehicle Transport Processing]. The Contractor undertakes to carry out such order processing. However, the Principal reserves the right to decide itself whether a processing service provider is to be involved,

and if so, which processing service provider shall be involved in the EDI order processing.

The Principal shall make available order data to the Contractor at the defined interface and shall also receive feedback and status reports at the defined interface. Implementation costs and the necessary expenses of the Contractor for the operative order process are included in the agreed transfer rates from the individual contracts.

2. In addition, the Contractor shall make available on the basis of the individual contracts and upon request the statistical and accounting data for the systems installed by the Principal or for manual accounting.

The following shall apply in cases of material transport:

1. Usual means of communication (such as PCs, printers, fax machines, telephone systems and email connections) necessary for the processing of services and communication with the affected departments of the Principal shall be made available by the Contractor. The assigned personnel must have access to the mail system in order not to interrupt the information chain of the Principal.

2. Inventory management is system-supported. The Contractor shall configure its IT equipment so that it is aware (delivery status) at all times of the current position of each delivery within its area of responsibility.

3. Upon request, the Contractor shall provide shipment data to, or receive shipment data from, the Volkswagen Group. Data for EDI delivery notes, transport and containers as well as documentation are to be kept available for material and empty container deliveries. The data and documentation are to be prepared and sent as attachments in good time in accordance with the EDI Implementation Guidelines of Volkswagen/AUDI as amended.

4. In addition, the Contractor shall make available the statistical and accounting data for the systems installed by the Principal such as MTB AMES-T, FACOS or for manual accounting. The individual requirements result from the system descriptions in the appendix.

§6 Quality

1. The Principal is certified in accordance with DIN EN ISO 9001:2015. Upon the request of the Principal, the Contractor shall provide updated copies of its DIN EN ISO 9001 certification or any other equivalent or higher-level certification from an officially-recognised certification authority.

2. The Principal may regularly review the Quality Management (QM) System of the Contractor. The Contractor shall develop its QM - System on an on-going basis.

§7 Personnel

1. The Contractor shall make available adequate numbers of suitably-trained personnel. Personnel shall be regularly informed as to all applicable legal safety requirements as well as those of the Volkswagen Group which shall be provided by the contracting partner in timely manner. The Contractor and its employees shall comply with all necessary health and safety measures in the area of work (e.g. wearing of safety vests or protective shoes etc.). Instructions of the personnel responsible for loading and unloading are to be followed.

2. The Contractor shall train all personnel regarding the standards of the Volkswagen Group / the Principal and any other obligations under this Agreement.

3. The Contractor shall ensure that all personnel engaged in the provision of the performance under this Agreement have undergone security checks prior to employment and that their references have been checked.

4. Upon the request of the Principal and in accordance with data protection regulations, the Contractor shall provide written evidence of staff training conducted, references and of security checks undertaken.

5. The identity of supervising personnel is to be communicated to the Principal upon request.

6. The Principal may object to the deployment of any supervising personnel under this Agreement.

§8 Company Organisation

1. The Principal and the Contractor agree to develop an emergency contingency plan which will be added as an appendix hereto, and such shall detail the actions to be taken by the Contractor in case of an impending delay in delivery. In case any difficulties in transport or delivery exist or are anticipated, the Contractor shall promptly obtain instructions from the Principal or any other contact person specified in the emergency contingency plan.

2. All facilities and equipment used by the Contractor and subcontractors must be defect-free and clean and in proper working condition as set out in the Appendix „Individual Contracts“ or, in the case of vehicle transports, in the Appendix "Technical Quality Standard (TQS) for the Distribution of Volkswagen Group Vehicles" or, in case of material transports, in the Appendix, "Technical Quality Standards for Material Transport Road".

Such shall be suitable in terms of construction and equipping for the safe and damage-free transport and handling of the Goods. The Contractor is responsible for the maintenance and care of facilities and equipment as well as compliance with any relevant legal requirements.

3. The Contractor shall produce, store, process and load at secure premises and transport depots those Goods which are produced, stored, transported, delivered for the Principal or which are accepted by the Principal and further, the Contractor shall protect such from unauthorised access during production, storage, processing, loading and transport. Personnel used for the production, storage, processing, loading, transport and acceptance of such Goods must be reliable.

Business partners acting on behalf of the Contractor shall be instructed that they also have to undertake such measures in order to secure the above named supply chain. Upon request either a security declaration or an AEO certificate number is to be provided.

4. The Principal is not obliged to engage the Contractor for all transport services under this Agreement or to use the Contractor's logistic services. The Principal reserves the right to engage other service providers as necessary or to spread any load between multiple providers.

§9 Storage Premises and Handling Activities

1. If the Contractor is required to provide premises and storage facilities for the handling of the goods, they have to com-

ply with the capacity and quality requirements of the Principal. The premises and storage facilities must be sufficiently illuminated and fenced in.

2. Storage facilities and premises used for loading must be covered by a roof. (Only applies to material storage).

3. The Contractor shall be responsible for the due maintenance and care of the storage facilities and premises as well as the surveillance and security of the Goods at the storage facilities, premises, on piers or at railway facilities.

4. The Contractor shall ensure that premises and storage facilities used by the Principal are fitted with sufficient loading facilities such as railway connections, loading ramps for ro-ro ships, loading areas for lorries etc. Loading piers / ro-ro ramps may be used without any limitations by the ship owners responsible for vehicle shipment.

5. The Contractor is in charge of administering the storage areas and premises.

§10 Performance Indicators

1. The performance indicators for determining performance quality which are specified in the individual contracts shall be mutually agreed between the parties. The Principal reserves the right to develop and implement an assessment and monitoring system based on performance indicators. Further details shall be agreed upon in the individual contracts. The Contractor shall ensure that the Principal is provided with all information required to make such assessments at regular review meetings.

2. Unless otherwise agreed by the parties, the review meetings are to be held by the parties at regular intervals. When requested by the Principal, the review meetings shall be held at its offices in Wolfsburg, Germany.

3. The Principal shall conduct checks to verify that the Contractor achieves a level of performance in accordance with the performance indicators listed in the individual contracts.

4. If the Contractor's performance fails to meet the performance standards required by the Principal in the individual contract, the Contractor shall at its own expense undertake appropriate steps to achieve the required standard within one month of ascertainment by the Principal or within the allowed time period specified by the Principal.

§11 Right of Rejection

The Principal reserves the right to reject any employee of the Contractor or employees of a subcontractor in case of any allegations such as fraud, theft, embezzlement, use of drugs, or any other kind of misconduct being made.

§12 Payment

1. The consideration for the performance set out in this Agreement shall be the remuneration specified in the individual contracts.

2. The agreed remuneration shall also apply to any performance by the Contractor organised by the Principal for any third party (third party transaction).

3. Payment of the remuneration set out in the individual contracts shall constitute a rendering of the full and final consideration of the entire performance under this Agreement.

4. The verifiable invoice or the verifiable transport data set must be submitted electronically to the Principal without undue delay, at the latest within one year after the performance

of the contractual service has been provided (unless mandatory legal provisions prescribe a shorter period). After that, the claims arising from the respective performance become time-barred and will no longer be reimbursed. The Contractor's claim is due 30 days after receipt of a verifiable invoice or a verifiable transport data set in accordance with the appendix "Module Freight Invoicing Process".

5. Invoicing shall take place only as between the Contractor and the Principal. Subcontractors may not submit invoices directly to the Principal.

6. Any advance or partial payments are only made in justified cases and always with reservations and are only considered fulfillment if the Principal's examination of the invoice on the basis of a valid transport contract confirms the correctness of the invoice. Such auditing of invoices and any subsequent offsetting of amounts already paid in relation to further invoices of the Contractor or, in the event that offsetting is not possible, a repayment to the Principal, shall take place within six months of a receipt of an invoice by the Principal. Recurring unconditional payments made by the Principal shall not constitute any acceptance or recognition of invoicing being correct.

7. At the request of the Principal, the Contractor shall use credit memorandum procedures (e.g. MTB).

8. At the request of the Principal, the Contractor shall use an electronic invoicing system. Any resulting extra costs or expenses shall be borne by the Contractor.

§13 Subcontractors

1. Upon request, the Contractor will inform the Principal of the subcontractors it employs or intends to employ for the fulfilment of its obligations.

2. Subcontractors may not perform any activities (in connection with this Agreement) in their own name. All obligations listed in this Agreement which are applicable to the Contractor apply equally to the subcontractors.

3. The Contractor is liable for any loss or damage caused by a subcontractor in connection with the performance of the services under this Agreement.

§14 Data Protection

The Principal and the Contractor are entitled to collect, store and process data of the other party as well as of the individual contractual relationships subject to the respective applicable federal or international data protection regulations in relation to business transactions. If the Contractor receives access to personal data when rendering contractual services, it shall observe the valid data protection provisions, process data solely for the purpose of rendering the contractual services (use for a specific purpose), in particular with regard to personal data, ensure that its staff has access to data only where this is absolutely necessary, obligate its staff in writing to practise nondisclosure, inform its staff of the data protection regulations they must comply with, and provide us with evidence thereof on request.

The Contractor ensures to protect personal data using state-of-the-art technology. In the event that the Contractor is commissioned by the Principal to process personal data, and before the Contractor receives access to the personal data from the Principal, the respective data protection agreement shall be signed, which will be provided by the Principal.

The Contractor ensures that personal data pertaining to the Principal or persons and entities involved as defined in §16 no. 6 shall only be processed within the territory of the Federal Republic of Germany, a Member State of the European Union or a signatory to the Agreement on the European Economic Area. Deviations thereto shall be explicitly agreed in writing between Principal and the Contractor and are subject to the conclusion of the corresponding contracts required. In order to ensure the requirements of the General Data Protection Regulation when transferring personal data between the parties as separate controllers, the parties agree that the provisions of the standard contractual clauses in their currently valid version will become part of the contractual relationship, available at https://www.vwgroupsupply.com/one-kbp-pub/media/kbp_public/documents_2/downloads_11/kl_eu_model_clauses_controller_controller_/KL_EU_Model_Clauses_Controller_Controller.pdf. These provisions do not apply to transfers where the data importer is based in the European Economic Area or a country with a valid adequacy decision of the Commission within the meaning of Art. 45 of the General Data Protection Regulation.

§15 Confidentiality

1. The Contractor shall treat as confidential all information made available to it in connection with this Agreement and shall ensure that any data is made available to third parties only with the written consent of the Principal. This obligation applies to the Contractor regardless of whether he received the information from the Principal directly or from third parties involved in the process (plants, CKD, OT area, group brands, exhibition stand constructors, Principal, importers, suppliers etc.).
2. For this purpose the Contractor shall ensure that this duty of confidentiality is observed by all employees and subcontractors.
3. Furthermore, employees of the Contractor or subcontractor shall only have access to the information which is required for the fulfilment of the contractual performance.
4. Information shall be used exclusively for the purposes of the contractual performance. This duty of confidentiality shall continue to remain in force for a period of five years after termination of this Agreement.

§16 Writing

1. All notices and communications under this Agreement must be in writing.
2. Any amendments or supplements to this Agreement must be agreed by all the parties in writing in order to be valid.
3. Any additional verbal agreements are invalid.

§17 Severability

1. If any provision of this Agreement or its appendices is, by reason of circumstances or law, wholly or partly ineffective, impracticable or void, such shall not affect the validity of the remaining provisions of this Agreement.
2. An effective and practicable provision that most closely reflects the intended commercial framework of the entire Agreement shall be agreed between the parties in place of any ineffective, impracticable or void provision. This shall also apply to any unintended omission in the Agreement.

§18 Lien, Rights of Retention and Assignment

1. The Contractor may only offset claims against the Principal if his claims are undisputed or confirmed by final judgement.
2. Any right of retention and/or lien over Goods or right to refuse performance can only be exercised by the Contractor where the claim is expressly accepted by the Principal or decided by way of a final court judgment.
3. The rights of the Contractor under this Agreement are not transferable without the written consent of the Principal.

§19 Compliance with the Regulations for Road Haulage and Drivers

1. The Contractor warrants in relation to the Principal that it and its agents and contractors and in particular the responsible haulage contractors and its personnel shall observe the relevant legal standards in relation to the contractual performance and shall have the permits, authorisations, licences, and driver documentation required by law and that such shall be correctly used. This shall include in particular the observation of the cabotage requirements under Article 8 of Regulation (EC) no. 1072/2009, or in the event of any ECMT approval, the requirements of § 7a Regulations for Cross-Border Road Transport and Cabotage Traffic (GÜKGrKabotageV), as well as the legal requirements for the deployment of drivers. The Contractor undertakes to use foreign drivers from third countries only if such have the necessary work permits. It further undertakes to ensure that drivers have an official certificate with an certified translation (DIN EN ISO 17100) into the German language according to § 7b section 1 sentence 2 Road Haulage Act, new version (GÜKG n.F.) and such a certificate and its translation will be always in the possession of the driver on each trip. The Contractor shall arrange, in terms of personnel and equipment and operational organisation, that it is always able to carry out the intended transport orders in compliance with the regulations concerning driving times and rest periods for drivers.
2. The Contractor shall provide upon request to the Principal or its agents all documents which are required by law to accompany a transport, and the Contractor shall answer any questions of the Principal on matters such as, but not limited to, any transport already undertaken or still planned (e.g. compliance with cabotage rules). In addition, the Contractor shall instruct its agents or contractors and above all haulage contractors and contractors' personnel in this respect to act in accordance with the above. Moreover, the Contractor shall be obliged to inspect and monitor its subcontractors for compliance with these regulations and the Contractor shall provide evidence of such upon the request of Principal.
3. Furthermore, the Contractor warrants that it shall only use those subcontractors which are subject to a written obligation in relation to the Contractor to comply with the above named regulations. Upon the request of the Principal, the Contractor shall provide suitable evidence that it has sufficient personnel and equipment and facilities as well as operational organisation to comply with the regulations concerning driving times and rest times for drivers. The Principal is entitled to make corresponding inspections and checks in relation to such at the premises of the Contractor.

§20 Regulations as to Minimum Wage

1. The Principal warrants in carrying out the contracts for the Principal or Volkswagen AG it shall comply with all duties arising under the German Minimum Wage Act (MiLoG). These include the payment of the minimum wage at the due dates to all its domestic employees and the recording of working hours etc.
2. The Contractor also warrants that it will use only those subcontractor or employment agencies which pay the minimum wage at the due dates to its employees and which also have undertaken in writing to the Contractor to comply with the provisions of the German Minimum Wage Act.
3. At the request of the Principal, the Contractor shall provide satisfactory evidence to demonstrate compliance with the provisions of the German Minimum Wage Act.
4. In the event that the Contractor breaches any duty under the German Minimum Wage Act or its duties under this Agreement, the Principal shall have the right to terminate for good cause.
5. The Contractor shall inform the Principal without undue delay if any claim is made against the Contractor or a subcontractor by an employee insofar as such claim relates to the German Minimum Wage Act or if any regulatory offence proceedings are issued against the Contractor and such relate to the German Minimum Wage Act.

§21 Miscellaneous

1. Nothing in this Agreement shall be deemed to create an employment relationship, partnership or agency relationship between the parties and cannot be construed as such. Neither party shall have the right to represent, commit or bind the other party beyond the provisions of this Agreement.
2. The provisions of the General German Freight Forwarding Terms (ADSp) as well as any general terms and conditions (AGB) of the Contractor are hereby expressly excluded.
3. This Agreement represents the entire agreement and understanding between the parties. It supersedes all previous written and oral agreements between the parties with regards to the scope and subject matter of this Agreement.
4. The particular provisions contained in any individual contracts and/or its appendices shall prevail over the provisions in this Agreement.

§22 Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with German law. Notwithstanding any applicable mandatory rules of international jurisdiction, the parties agree that place of jurisdiction shall be Wolfsburg, Germany.

§23 Appendices

Appendix: Technical Quality Standard (TQS) for Distribution of Volkswagen Group Vehicles
Appendix: Technical Quality Standard for Material Transport Road
Appendix: EDI Vehicle Transport Processing
Appendix: Module Freight Invoicing Process
Appendix: Affiliated Companies (Share Property)

Up-to-date versions of the enumerated appendices can be obtained through the Volkswagen GB platform

www.vwgroupsupply.com. The Contractor shall keep itself informed of any updates to the appendices on a monthly basis. Should the Contractor fail to comply with any of the regulations of the appendices, it must remedy such deficiency without undue delay at its own expense.