



TBDS General Terms and Conditions of Purchase THE LOGISTICS FLOW. for Consulting Services, Procurement Division (version: 08.03.2018)

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1. Contractual elements / Validity of contractual conditions

1.1

Contractual elements are, in the following order:

1.1.1

- the mandate agreement with the consulting company

1.1.2

- These Terms and Conditions of Purchase

The business terms and conditions used by the contracting party shall not become an integral part of the contract, even in the event that their application is not expressly objected to upon conclusion of the contract.

2. Regulations relating to service provision

2.1

The contracting party shall undertake to provide the services in an independent, responsible manner. Insofar as participation by TB Digital Services GmbH (in the following referred to as **TBDS**) is required for the provision of services by the contracting party, this participation shall, in principle, be limited to the specific involvement agreed in writing with TBDS.

2.2

The contracting party shall be obliged to execute all the required, appropriate services, duties and obligations necessary for the attainment of the consulting target defined in the contract.

2.3

Should it become clear that the agreed cost limit cannot be observed in further execution of the order, the contracting party shall be obliged to inform TBDS of the reasons for this in writing and without delay, and must also inform TBDS of the possible effects of this deviation in writing, and make suggestions to TBDS regarding possible alternative courses of action, in particular possible savings that could be made. The consulting process may not be continued until TBDS has reached a decision regarding this.

2.4

Moreover, the contracting party shall be obliged to inform TBDS of all significant matters arising during the execution of its duties in writing and without delay. This obligation shall not lapse when the contract expires.

2.5

TBDS reserves the right to commission additional consultants. The contracting party shall be obliged to inform TBDS punctually should it prove necessary to commission additional consultants, and to advise TBDS during its selection at the latter's request.

Insofar as TBDS has commissioned the contracting party to coordinate the consulting services of third parties, the latter shall be obliged to coordinate these third-party services with its own contractual consulting services. The contracting party shall be obliged to discuss the services



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to be provided with TBDS and the other specialist parties involved prior to their final preparation, and to examine consultancy-related contributions by specialist participants (documentation and concepts) for plausibility, taking account of their concerns and conditions, before combining these with its own services as an integral part of the service provision.

2.6

Following consultation with TBDS, the contracting party shall be obliged to perform the assigned consulting services itself on its own premises (or on TBDS premises) using its own employees. Assigning the performance of services to third parties (e.g. subcontractors or freelance workers) shall only be permitted with the prior written consent of TBDS.

2.7

The contracting party may not act as the legal representative of TBDS. However, it shall be entitled to issue instructions that are necessary for the contractual execution of the commissioned consulting services in order to achieve the objectives of the project and ensure a flawless project process, which shall not result in any negative consequences for TBDS in terms of quality or deadline adherence. This also applies to explanations for TBDS, which are factually necessary for the fulfilment of the order in order to coordinate and support the consultancy services so that the project goals may be met.

The contracting party may only account for financial obligations on TBDS's behalf with the latter's express prior written consent.

2.8

TBDS shall be entitled to unilaterally change or expand the scope of services insofar as this change or extension is equitable, in particular if the contracting party is in a position to implement the change/extension request.

3. Prices, payment

3.1

The contracting party shall provide TBDS and its affiliated companies (Article 15 AktG (German Stock Corporation Act)) with its consulting services at the most favourable conditions that it offers the Volkswagen Group and worldwide, its affiliated companies with the same quality and market situation.

3.2

All expenses incurred by the contracting party in connection with the service provision, including all travel and ancillary costs, shall be covered by payment of the agreed fixed price. There shall be no separate remuneration for waiting and travel times.

3.3

Additional cost-effective services occurring during the contract period must be agreed in writing between the contracting parties prior to execution. If the contracting party violates this obligation, it shall be obliged to compensate TBDS for any resulting damage.



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3.4

In the event that the service provision is compensated based on units of time, the contracting party must provide TBDS with a traceable and verifiable list of the actual services provided in writing without delay. This proof of service provision must also include details of the qualifications/consultant category.

3.5

Unless otherwise agreed in writing in a particular case, payment is due 30 days after receipt of a proper and verifiable invoice.

4. Deadlines

4.1

The contracting party shall be obliged to provide its contractual consulting services on the basis of a schedule to be agreed upon, unless otherwise agreed between the parties. The contracting party shall be obliged to draw up a schedule in the form of a bar graph no more than one week after receipt of the order, and to transfer this to TBDS. This schedule should contain details of all control-related consulting processes and the individual goods and services required in order to attain the project target. The contracting party shall agree on a consulting schedule on this basis with TBDS, which shall subsequently become a contractual component of the order.

4.2

The contracting party shall be obliged to document the delivery of documentation and other contributions issued by it to other project participants. TBDS shall be entitled to view or request this documentation at any time.

4.3

The contracting party shall be obliged to place all documentation and information which is subject to a statutory audit at the disposal of the responsible project participants in a punctual manner, in order to ensure that the relevant audit can be carried out on the documentation on schedule and without any delays.

4.4

In the event that the contracting party is responsible for coordinating other project participants and their services, these coordination services must be performed in a punctual manner in order to ensure that the agreed deadlines are met. Section 4.2 shall apply accordingly.

5. Issue of documentation/rights of retention

5.1

The original documentation (presentations, minutes, etc.) prepared by the contracting party for the fulfilment of the agreed service shall be presented to TBDS in a clear and complete manner and at the request of TBDS as other electronic media or on data carriers.

Unless otherwise agreed, on termination of the contract the contracting party shall, without need of prompting, return to TBDS all documents issued to it, or destroy the said documents



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in an unrecoverable manner, and provide TBDS with confirmation of such action if so requested.

The same shall apply to any copies of said documents.

Exempted from this are

- copies which the receiving partner keeps for evidential purposes,
- or to the extent that, and as long as, the said documents must be kept in accordance with the law, or other regulatory requirements, or internal compliance rules, as well as
- routine backup copies of electronic data traffic.

5.2

The contracting party shall not be entitled to any rights of retention concerning the documentation or services that it has provided, which are necessary for the performance of the consulting services. The contracting party is therefore obliged to perform work in advance until completion of the services owed.

This shall not apply in the event of termination by TBDS, except in the case of termination by the contracting party for good cause or for reasons within the control of TBDS. In these cases, the contracting party shall be entitled to a right of retention to the documents or services provided by the contracting party until TBDS compensates them for justified and due claims for payment of fees. This right of retention lapses if the contracting party does not submit a verifiable final invoice within two weeks after receipt of the termination, or if TBDS provides collateral by way of a bank guarantee in favour of the contracting party in the amount of the claimed payment entitlements.

6. Industrial property rights, expertise

6.1

TBDS shall be entitled to the exclusive, gratuitous, unlimited, irrevocable and transferable right to use the results of work carried out in the course of delivering the service. All documents, presentations, reports, and protocols made by the contracting party in connection with the provision of services for the project are subject to the full right of ownership and disposition of TBDS without any additional remuneration.

6.2

The contracting party shall assign to TBDS the rights of use and exploitation of all copyrighted services in connection with the performance of the contract from the time of performance. Furthermore, the contracting party shall provide assurances that it is not aware of any circumstances, particularly those pertaining to the industrial property rights of third parties, which make it difficult or inadmissible to produce the objects and processes required to fulfil the contract and that no claims for infringement of industrial property rights have been or can be asserted against it.

6.3

The contracting party shall indemnify TBDS against all third-party claims arising from the infringement of intellectual property rights resulting from a breach by the contracting party of the obligations pursuant to sections 6.1 and 6.2.



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7. Cancellation, contract termination

7.1

TBDS shall be entitled to cancel the contracting of services at any time without being required to give reasons or observe a period of notice.

7.2

In the event of cancellation by TBDS, it shall pay the amounts agreed in the payment schedule for the services proven to have been properly rendered by the contracting party up to the point of receipt of the notice of cancellation. Any further claims shall be excluded.

8. Prohibition of assignment

Claims of the contracting party against TBDS arising from the contractual relationship may not be assigned to third parties without the prior written consent of TBDS.

If the assignment of the claim according to Article 354a HGB [German Commercial Code] is nevertheless effective, the contracting party must reimburse all additional costs in connection with the assignment.

9. Applicable law, jurisdiction

9.1

The contracts entered into and the realisation, validity, interpretation and implementation of such contracts as well as all additional legal relationships existing between the parties, in accordance with the present contractual conditions, shall be exclusively governed by the laws of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods, dated 11 April 1980, shall be excluded.

9.2

The exclusive place of jurisdiction, insofar as legally permissible, shall be Munich.

10. Other agreements

10.1

Any amendments to these General Terms and Conditions of Purchase shall only be valid in the event that they are agreed in writing. This also applies to the requirement for the written form itself.

10.2

In the event that one or more of the provisions in these General Terms and Conditions of Purchase or if one or more of the present contractual clauses in these General Terms and Conditions of Purchase is or becomes invalid, the validity of the remaining clauses and the validity of the contract itself shall not be affected.



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10.3

In the event that contractual gaps should become apparent during the realisation of the present contract, these must be remedied with replacement provisions equating as closely as possible to the contract's commercial purpose.