



General Terms and Conditions of Purchase – Volkswagen Slovakia, a.s.

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VW SK's General Terms and Conditions of Purchase / General Procurement Division

(Version: 22 October 2009)

1. Applicable law

Unless in individual cases agreed otherwise, the contracts entered into in accordance with the following contractual conditions, their formation, effectiveness, interpretation and implementation, as well as all additional legal relationships existing between the parties, shall be governed by the laws of the Slovak Republic, excluding the conflict-of-law rules referring to the use of laws applicable in other countries.

2. Jurisdiction and language of the contract

2.1

All legal disputes arising from or in connection with the above contracts, including their formation, termination or extension of validity, shall be settled by the general courts of the Slovak Republic.

2.2 Language of the contract

These General Terms and Conditions of Purchase are executed in German and Slovak, of which the Slovak version shall prevail.

3. Applicability of contractual terms and conditions

3.1

In addition to these General Terms and Conditions of Purchase, the following contractual terms and conditions shall also apply to contracts depending on the type of contract entered into and the agreement made between the parties:

3.1.1 Purchase contract

VW's General Terms and Conditions of Purchase / general procurement division for the purchase of goods.

3.1.2 Contract for Works/ construction

VW's General Terms and Conditions of Purchase / procurement division for facilities and construction works, as well as Special Terms and Conditions of Purchase.

3.1.3 Framework orders

VW's General Terms and Conditions of Purchase / general procurement division for framework orders.

3.2

Applicability of other contractual terms and

conditions as well as the determination of their order of precedence shall be subject to the contractual terms and conditions specific for the contract type in question.

3.3

Unless agreed otherwise, the most current versions of the contractual terms and conditions valid at the time of contract conclusion shall be part of the contract, including the VW SK's contractual terms and conditions for supply chain security and for proof of origin, as well as the Volkswagen Group requirements regarding sustainability of relationships with contractual partners (Code of Conduct for Business Partners). If the contractual conditions, including the VW SK's contractual conditions for supply chain security and for proof of origin and the Volkswagen Group requirements regarding sustainability of relationships with contractual partners (Code of Conduct for Business Partners) are not enclosed with the offer or the offer conditions, these can be obtained at www.vwgroupsupply.com.

3.4

All of the above contractual terms and conditions only apply to contracts entered into between an entrepreneur pursuant to Section 2(2) of the Slovak Commercial Code and VW, and to other legal relations between such entrepreneur and VW.

3.5

In the event that the General Terms and Conditions of Purchase, as well as other contractual terms and conditions depending on the type of contract, apply to a contract entered into with the entrepreneur referred to above, these conditions shall also apply to all other contracts of the same type which will be entered into with such entrepreneur in the future.

3.6

None of the business terms and conditions of the contractual partner shall become a part of the contract, not even in case no express objection to their use is made upon conclusion of the contract. The opposite applies only if VW has expressly granted a written consent to the use of the contractual partner's business terms and conditions.

3.7

Conflicting business terms and conditions shall be without prejudice to the formation of the contract, if the parties have reached an agreement on all



significant points. In this case, for the purposes of interpretation, the mutually identical provisions of the business terms and conditions shall apply and in the remaining part contractual provisions shall apply.

4. Offer

4.1

Offers to VW shall be submitted in writing in accordance with Section 40 of the Slovak Civil Code and free of charge. Such offers shall be executed in Slovak or German.

4.2

Unless agreed otherwise, for the submission of offers, the forms sent by VW shall be used and shall contain all information required by VW.

4.3

If an offer is submitted on the basis of a request / call for offers by VW, the offering party may not derogate from the offer conditions issued by VW. If, nevertheless, any derogations occur, VW shall be expressly informed to that effect. The offering party shall be free to submit alternative offers and specific proposals.

4.4

Offers shall be submitted to the full extent; the offers shall encompass all the requested performance.

4.5

All prices shall be stated in the offering party's local currency (if such is not the euro, then in euros as well, and, eventually, including currency hedging shown separately). Unless specified otherwise, all prices shall be fixed prices. In the event that the price quotation does not specify whether the prices include VAT, such prices shall be deemed gross prices (including VAT).

4.6

Offers shall always be addressed to the purchasing department specified in the offer documentation.

4.7

In the case of a request / call for offers by VW, the offering party shall be bound by its offer for the duration of the period specified in the request / call for offers, or otherwise for the duration specified by the offering party. In the event that neither party expressly states the offer validity period, such shall be deemed to be 4 weeks from the delivery of the offer to VW.

4.8

In the event that the offering party departs from

the aforementioned offer conditions, VW reserves the right to disregard the offer of such offering party.

5. Conclusion of the contract

In principle, a contract with VW is concluded in writing. If, exceptionally, a contract is entered into verbally, it shall be confirmed in writing by both contracting parties without delay.

6. Invoices

Invoices shall be sent, in a single copy, to the following address:

Volkswagen Slovakia, a.s.,
Scan Team
J. Jonáša 1, Bratislava 843 02

Invoices shall contain supplier number, purchase order number, delivery number, VAT number, account assignment and the name of the ordering party at VW and shall be examinable. All supporting documents required for settlement must be enclosed with invoices.

Invoices shall be issued in accordance with the Slovak VAT legislation. Based on relevant agreements, only invoices sent in electronic form shall be accepted in the future after notifying the supplier in writing; accounting records and payment notifications shall also be sent to the invoicing entity in electronic form.

7. Non-assignment clause

The assignment of a claim, regardless of its substance, or the offsetting of a claim, regardless of its substance, that an offering party / contractual party may hold against VW is subject to a written consent by VW. Any assignments made without the required consent shall be invalid.

8. Rights of retention and offsetting

Any limitation of VW's rights to assert a right of retention as regards claims made by the contractual partner or to offset any claims against the contractual partner shall be invalid.

9. Violation of competition rules

Using appropriate organisational measures, the contractual partner of VW shall be obliged to ensure that employees dealing with VW commit no criminal offences connected with competition rules pursuant to the Slovak Penal Code or any other offences against the competition law



pursuant to §41 et seq. of the Slovak Commercial Code.

10. Proprietary rights, confidentiality, nondisclosure and advertising

10.1

VW reserves its proprietary rights and copyrights in connection with diagrams, drawings, calculations and other documentation as well as models and samples.

Third parties may not be granted access to the materials above without VW's explicit consent. Such materials shall be used solely for the purposes of the contract entered into and shall be returned to VW after its termination without request.

10.2

The company marks and trademarks as well as VW parts numbers shall be affixed to the goods ordered by VW if this is stipulated by a drawing issued by VW, or if so instructed by VW. Any goods marked in the manner described above may only be supplied to VW. Any goods marked with VW company marks, trademarks or parts numbers that were legitimately rejected by VW shall be made unfit for service unless it is otherwise demonstrably ensured that such rejected goods can be identified as goods supplied to VW.

10.3

The VW's contractual partner shall be obliged to treat all commercial and technical details concerning and relating to the contract entered into with VW, particularly those outlined in subsection 1 above, as trade secrets. This confidentiality duty, shall irrespective of conclusion of a contract apply also to all information obtained during both the offer phase and after the performance and/or other termination of the contract. The confidentiality duty ceases if the circumstances, in particular the manufacture-related knowledge, have become generally known.

10.4

Furthermore, the VW's contractual partner shall also observe the confidentiality duty with respect to its business relationship with VW. If, in exceptional cases, any reference to the business relationship with VW is to be made in the contractual partner's advertising, this may only occur with VW's written consent. The written consent granted in such exceptional cases will be restricted to the specific advertising of the contractual partner.

11. Liability / liability insurance

Unless otherwise agreed, the contractual parties shall be liable against each other as specified by applicable statutory provisions.

The contractual partner is obliged to conclude a business (operation) liability insurance policy, a product liability insurance policy and an environmental liability policy with adequate insurance coverage in relation to each damage-causing event regarding personal injury, material or property damage and to maintain such policies for the duration of the contract.

In the event that the insurance contract stipulates a maximum insurance coverage for all claims made within any one insurance year, such shall correspond to at least double the insurance coverage stipulated per claim.

The insurance policies, applicable insurance terms and conditions and a proof that the premiums were paid shall be submitted to VW within two weeks of VW's request. Upon VW's request, the confirmations on continuance of the insurance shall also be provided during the term of the contract.

If the contractual partner fails to comply with the above obligation to submit the insurance policy, insurance terms and conditions or confirmation, VW shall be entitled to withdraw from the contract.

12. Data treatment

VW and the contractual partner are entitled to record and otherwise use the data of the other contractual party, as well as the data about their business relationship, provided they comply with the regulations on the protection of data in business relationships.

13. Substances impairing paint

All performance and deliverables provided by the contractual partner, regardless of their nature, shall be free of paint impairing substances and shall not emit such substances.

14. Subcontractors

Unless otherwise stipulated under a separate agreement or unless the content of an order concerning the volume of contractual partner's performance specifies otherwise, the contractual partner shall be obliged to perform all obligations under the order within its own undertaking.

Any employment of subcontractors by the



contractual partner is only possible with prior consent by VW, regardless of whether VW could foresee or have knowledge to that effect when entering into the contract.

15. Prices, payments

15.1

Unless otherwise agreed, the specified prices shall include the costs of shipping, packaging and insurance.

15.2

Unless otherwise agreed in writing, a payment shall be made within 30 days of delivery or provision of a service and the receipt of an invoice.

16. Derogating agreements

Any amendments to the contract may only be made if agreed in writing. The same shall also apply to the requirement of a written form as such.

17. Severability

17.1

If any single or more of the provisions of these terms and conditions, and/or contractual provisions derived from them become invalid, the validity of remaining provisions and of the contract itself shall not be affected.

17.2

If any contractual gaps appear during the performance of the contract, such gaps shall be remedied by statutory provisions pursuing the economic purpose of the contract as close as possible.

18. Unilateral change of terms and conditions of purchase

18.1

If the present and other VW SK's terms and conditions of purchase referred to in section 3 are unilaterally changed by VW SK, the contractual partner shall be notified of such change.

18.2

If the contractual partner is notified of the unilateral change in the terms and conditions of purchase and submits no written objection against such change within 15 days of delivery of the notification, the contractual partner is deemed to have agreed with such change.