

## General Terms and Conditions of Purchase

of VOLKSWAGEN SLOVAKIA, a.s.

with registered office at J. Jonáša 1, 843 02 Bratislava, Slovak Republic

identification number (IČO): 35 757 442

registered in the Commercial Register of the Bratislava I District Court, Section: Sa, File No.: 1973/B

**for services involving copyright-protected works, in particular information technology (IT)  
and/or electronic information and communication (IC) services**

### 1. Definitions

The following terms used throughout these terms and conditions shall have the following meaning:

- 1.1 **“We”, “us”, “our” or “ordering party”** shall mean VOLKSWAGEN SLOVAKIA, a.s.
- 1.2 **IT services** shall mean information technology services, i.e. software and hardware services, as well as infrastructure services, support services and/or monitoring services.
- 1.3 **IC services** shall mean electronic information and communication services, i.e. services such as infrastructure services, support services and/or monitoring services.
- 1.4 **Software services** shall include designing and editing of software and software systems, extensions and modifications of software (software systems), configuration and customization of software (software systems) and transfer of standard software programmes.
- 1.5 **Hardware services** shall mean delivery / transfer of hardware (hardware systems) and configuration and customisation of hardware (hardware systems).
- 1.6 **Services** shall mean information and communication services, as well as telecommunication services and telecommunication-supported services.
- 1.7 **Infrastructure services** shall mean all preparation services necessary in connection with software services and/or hardware services and/or services, for example, planning, assembly and installation of systems.
- 1.8 **Support services** shall mean all ancillary services necessary in connection with software services and/or hardware services and/or services and/or infrastructure services, for example, training, consultancy, optimisation, maintenance / servicing.
- 1.9 **Monitoring services** shall mean collecting performance and other data about systems and/or services, as well as preparing and submitting reports on system and/or service operation to the ordering party.
- 1.10 **Operating services** shall mean the operation of hardware and/or software (hardware and/or software systems), hosting and data management and/or the operation of a data centre.
- 1.11 **Systems** shall mean IT systems, IT networks and IT equipment and/or data and telecommunication equipment and networks, lines and transmission paths, including software and hardware.
- 1.12 **Contractual performance** shall mean any and all performance rendered under these General Terms and Conditions of Purchase.
- 1.13 **Results** are all working results that are the subject-matter of contractual performance.
- 1.14 **Deliverables** shall mean all items the supplier shall be obliged to deliver to us based on an order (software, hardware, data media, supporting documents, documentation, concepts, etc.).
- 1.15 **Order** shall mean our written orders for delivery and performance, including orders made under a framework order or under a valid IT and/or IC services contract.
- 1.16 **Framework orders** describe (if applicable, based on our technical, business and/or legal tender procedures) contractual performances, specify the remuneration and/or other terms and conditions of delivery and may also include a forecast of the volume of contractual performance required by us (Forecast). Notwithstanding the framework orders contain anticipated performance, such orders do not establish for us any obligation to order any contractual performance, unless otherwise expressly agreed in writing. Under the framework order, the supplier undertakes to render contractual performance under the terms and conditions as specified in the framework order based on our order. Contractual obligations, in particular

acceptance and/or payment obligations, arise to us only after a specific order has been placed.

1.17 **Supplier** shall mean the performance provider.

## **2. Validity of these General Terms and Conditions**

2.1 Unless otherwise agreed in individual case, the contracts for services involving copyright-protected works, especially IT and/or IC services, shall only be concluded based on these General Terms and Conditions of Purchase. Any contrary or derogating terms and conditions of the supplier shall only be binding upon us if we have expressly accepted such terms and conditions in writing. These General Terms and Conditions of Purchase shall also apply in case we have accepted the performance rendered by the supplier without reservation notwithstanding of our knowledge of contrary or derogating terms and conditions of the supplier.

2.2 If, in individual case, the application of the supplier's licence conditions / supplier's conditions on the right of use is agreed in writing (and no other form), only provisions governing the manner and scope of the rights of use shall apply. Any provisions extending the foregoing shall not apply, in particular if they govern defect liability claims or liability.

2.3 Third-party license conditions / third-party conditions on the right of use shall only apply if we have granted our express written consent to that effect in the order.

2.4 These General Terms and Conditions of Purchase shall apply to companies and legal persons governed by public law, as well as to all future contracts for IT services and/or IC services.

## **3. Conclusion of the contract**

The contract is concluded based on our written confirmation (order, written order made under a framework order or the signing of a contract). For the content and scope of contractual performance shall be decisive only our order, our orders made under a framework order, or a signed contract, or our supporting documents to technical, business and/or legal tender procedures, or, as the case may be, our invitation to submit an offer or our specification of the performance, unless anything to the contrary has been agreed in writing.

## **4. Provision of contractual performance**

4.1 The supplier shall within the scope of its contractual and statutory obligations make all efforts to duly render the contractual performances and to deliver the result agreed in an order or under the contract. In doing so, the supplier shall comply with the state-of-the-art technology and our applicable (quality) standards, working methods, operating facilities regulations, standards and our internal regulations. Such include, in particular industry standards for secure software development, as well as our specifications for IT security (general specifications for IT security) which we will make fully available to the supplier upon request. Some of the security guidelines will be provided even before the contract is awarded.

4.2 When rendering the contractual performance, the supplier shall comply with the state-of-the-art technology taking into account the data and system security pursuant to the ISO 27001 standard and shall, in particular, protect our systems, meeting the state-of-the-art technology requirements, against any unauthorised third-party access (e.g. against attacks by hackers) as well as against unsolicited messaging (e.g. spam). The supplier shall in particular comply with our IT security settings (specific values for system settings) which we will make fully available to the Supplier if the contract is awarded to it. Some of IT security settings will be provided even before the contract is awarded.

4.3 Before the submission of the deliverables, software and data media in particular, the supplier shall check them using up-to-date antivirus software and ensure that the deliverables contain no malware (malicious software), viruses or worms, trojans, etc. The ordering party is entitled to check the security of such deliverables at any time. The supplier shall timely provide and deploy carefully selected and trained employees and ensure that the contractual performance is rendered in a timely manner. A contact partner / project manager appointed by the supplier shall be responsible for the planning, coordination and monitoring of the provision of contractual performance and of our cooperation.

- 4.4 If the subject-matter of contractual performance involves the achievement of a certain result, primarily, the supplier is obliged to ensure that the contractual performance is documented by technical evidence and that we are sufficiently updated about the progress in contractual performance upon request.
- 4.5 The supplier shall always supply software along with user documentation - unless it is standard software - including the source code and coding documentation.
- 4.6 The supplier shall keep itself informed of all safety guidelines and protection of health at work regulations and rules of conduct applicable at the place of performance that can be obtained at [www.vwgroupsupply.com](http://www.vwgroupsupply.com) and which we will make available to the supplier upon request. The supplier shall comply with these guidelines and regulations and shall also ensure that they are complied with by the employees deployed by the supplier and third parties / subcontractors employed in accordance with these General Terms and Conditions of Purchase.
- 4.7 A remote access of the supplier to our systems is only permitted subject to our express written consent. In this respect, the supplier shall keep itself informed about applicable safety and security guidelines and concepts we will make available to the supplier upon request. The supplier shall comply with these guidelines and concepts and shall also ensure that they are complied with by the employees deployed by the supplier and third parties / subcontractors employed in accordance with these General Terms and Conditions of Purchase. The access to our infrastructure may only be requested for components that are immediately necessary for the provision of services (“need to know” principle).
- 4.8 Any IT resources provided by the ordering party may be used by the supplier and its employees and/or subcontractors solely for the purposes of providing contractual performances. It shall be prohibited to store passwords or disclose them to any third party; passwords shall be changed after 90 days, at the latest. The ordering party has the right to restrict or withdraw access rights if security incidents are caused as a result of the conduct of employees and third parties / subcontractors employed in accordance with these General Terms and Conditions of Purchase.
- 4.9 The ordering party reserves all rights, in particular proprietary rights and copyrights, to technical requirement specifications, drawings, images, calculations, models and other supporting documents that have been made available to the supplier; the supplier shall not disclose such supporting documents to third parties without our express written consent. These supporting documents and information may solely be used for the provision of contractual performance and once the contractual performance has been completed, shall be returned to us without request.
- 4.10 Unless otherwise specified in an order, the supplier shall provide all necessary infrastructure services at no extra costs to be incurred to us.
- 4.11 Upon our request, the supplier shall offer to us support services under standard market conditions.
- 4.12 The supplier shall always render any contractual performance upon agreement with us. If the supplier considers the content of the information or supporting documents provided by us incomplete or incorrect, it shall immediately notify us to that effect in writing.
- 4.13 Each supply of the deliverables shall be accompanied by a delivery note that shall contain our contract details (number and date of order, cost centre).

## **5. Delivery and implementation time limits, consequences of delay**

- 5.1 The agreed delivery and implementation time limits are binding. If any circumstances under which the agreed delivery and implementation time limits cannot be met occur, the supplier shall without delay notify us to that effect in writing. Any postponements of delivery and/or implementation time limits shall be agreed with us in writing, otherwise they are invalid.
- 5.2 If the supplier is responsible for exceeding of the delivery and/or implementation time limits, a contractual penalty at a rate of 0.25% of the agreed net remuneration shall be charged for each business day by which the time limit is exceeded, up to 5% of the agreed remuneration.
- 5.3 In addition to the contractual penalty referred to in section 5.2, in case of the supplier’s delay the ordering party shall hold other statutory rights and claims. The payment of the contractual penalty shall be without prejudice to the right to claim damages.

- 5.4 The provisions of section 5.2 shall only apply if no other contractual penalties for a failure to meet time limits are agreed in the contract.

**6. Restrictions to contractual performance**

If, at its own discretion and for whatever reason, the supplier believes to be restricted in the provision of its contractual performance, or if the supplier reasonably assumes that such a restriction may occur, the supplier shall without delay notify us to that effect in writing and consult relevant countermeasures with us.

**7. Rights to results / works**

- 7.1 The ordering party shall be granted exclusive, transferable rights of use (licence), not limited in duration, content and territory, including the right to sublicense, to all results / copyright-protected works the are subject-matter of contractual performance (standard software (including within downloading), individual software, customised software, documentations, concepts, graphics, etc.).
- 7.2 The licence granted to us applies to any use of the results / works necessary to cover our needs arising under the contract or from relations relating to the contract, including any modifications of such results / works or their incorporation in other works and/or their combination with other works.
- 7.3 The supplier shall ensure that all rights to employee's works created as part of the contractual performance are transferred to the ordering party and that the ordering party acquires the relevant rights under sections 7.1 and 7.2.

**8. Proprietary rights**

- 8.1 The supplier shall transfer to the ordering party the proprietary rights to the transferred deliverables as at the time of their manufacturing and in the respective form of their manufacturing.
- 8.2 The supplier undertakes to ensure that the ordering party's ownership of the deliverables is free of any third-party rights.

**9. Place of performance, passing of risk**

- 9.1 The place of performance for all deliveries and services shall be the place of a plant for which the contractual performance is intended. If no such place is specified, the place of performance shall be at the following address: J. Jonáša 1, 843 02 Bratislava.
- 9.2 The risk of accidental loss or accidental deterioration of the deliveries or performances shall pass only upon their handover, or, as the case may be, acceptance at the place of performance specified by us; in the case of partial deliveries or performance, this risk shall only pass upon the complete delivery or performance.

**10. Proprietary protection rights relating to performance**

If the contractual performance involves the delivery or provision of the supplier's own content / information (content providing), the supplier shall at its own costs obtain from authors / holders of the respective rights or from companies managing such rights all user and proprietary protection rights necessary to render contractual performance. The supplier shall indemnify us for all third-party claims that may arise due to the supplier not meeting this obligation or not meeting this obligation in the sufficient extent, unless such was not caused by the supplier's fault.

**11. Acceptance**

If the contractual performance represents a performance under a contract for work and/or if acceptance of contractual performance has been agreed, the acceptance shall take place in accordance with the following provisions:

- 11.1 The supplier shall notify us in writing that the contractual performance is prepared for delivery. We will verify the performance within 8 weeks of such notification; for this purpose, interim functionality testing under (simulated) conditions may run for 10 consecutive business days. Any defects that may occur during the functionality testing shall be recorded in a protocol.
- 11.2 If there are only minor defects endangering the use of contractual performance for the specified purpose only insignificantly, we will declare the performance accepted. The acceptance of partial performance shall not restrict our right to claim defects on the already accepted partial performance if such defects become apparent only during the simultaneous operation of system components.
- 11.3 The supplier is obliged to remove the defects preventing the acceptance and submit such performance for acceptance again. The above provisions under sections 11.1 and 11.2 shall apply mutatis mutandis for repeated acceptance of performance.
- 11.4 If necessary, the supplier has a right and obligation to deliver additional performance twice. The foregoing obligation to provide additional performance shall not affect the agreed delivery / implementation time limits or legal consequences of any delay. Upon failure of the second attempt at additional performance and lapse of a reasonable time limit specified by us, we may, at our own discretion, either implement the performance ourselves and at the supplier's costs, or we may arrange for such implementation, or withdraw from the contract or terminate the contract. In the case of partial withdrawal or termination, the supplier shall only receive remuneration for contractual performances accepted and without defects which do not relate to the partial withdrawal or which, as the case may be, were rendered after a notice of termination had been served, provided such contractual performances are able to be used by us in a commercially reasonable manner. The right to claim damages or compensation for costs shall remain unaffected.

## **12. Handover**

If the contractual performance represents a performance under a purchase contract and/or if handover of the contractual performance has been agreed, the handover shall take place in accordance with the following provisions:

- 12.1 The supplier shall notify us of the handover of the contractual performance in writing at least 10 business days in advance and shall agree with us the place and time of handover.
- 12.2 Based on our request, the supplier shall in our presence carry out functional testing of the contractual performance at (simulated) conditions and shall demonstrate that contractual performance complies with the specifications set forth in the order (inspection at handover).
- 12.3 If there are only minor defects endangering the use of the contractual performance for the specified purpose only insignificantly, the handover shall be confirmed by us.
- 12.4 The supplier is obliged to remove the defects preventing a successful handover and submit such performance for handover again. The above provisions under sections 12.1 through 12.3 shall apply mutatis mutandis also for repeated handovers of performance.
- 12.5 In relation to the right to the correction of performance, section 11.4 shall apply mutatis mutandis.

## **13. Inspection obligation, defects complaints**

If the acceptance or inspection at handover has not been agreed and if we are required by law to inspect and to make defect complaint, apparent defects shall be notified within two weeks of the acceptance/handover and other defects within two weeks of their discovery.

## **14. Remuneration**

- 14.1 The remuneration specified in the order or the contract shall be binding. The prices are valid for DDP shipments (Delivered Duty Paid), including packaging, unless agreed otherwise in writing. The obligation to hand over the packaging is subject to a separate agreement only; the supplier is obliged to take back the packaging at its own costs based on our request. The remuneration specified in the order or the contract shall represent the compensation for all performance, including the remuneration for the rights of use (license) under sections 7.1 through 7.3.

14.2 If the order or the contract contains an agreed remuneration based on the time worked, the supplier shall submit the summaries of performance rendered that have been signed by us. These summaries shall be submitted by the supplier to us for signature once a week.

**15. Travel and accommodation expenses**

Travel and accommodation expenses shall be refunded only in cases expressly contemplated in the order or the contract and only if a business trip as well as the expenses incurred have been agreed with us in advance.

**16. Terms of payment**

16.1 The terms of payment are stipulated in individual contracts.

16.2 The remuneration shall always be deemed net remuneration and shall be paid after adding the statutory value added tax.

16.3 The ordering party shall be entitled to the set-off and the retention money within the scope prescribed by law.

**17. Delay in payment**

17.1 If we are in delay with the payment, the supplier shall be entitled to claim interest on delay in total amount of up to 5% of the value of the contract.

17.2 The supplier shall have the right of retention with respect to contractual performance as a result of our delay in payment only if we are in delay with the payment of a considerable amount and if we failed to pay the amount in question despite a written notice of the exercise of the retention right, a written reminder and a written notice determining a reasonable payment deadline of at least four weeks in duration.

**18. Taxes**

18.1 In respect of the payments from the ordering party or authorised recipient (in this section 18 collectively referred to as the “ordering party”), the supplier is obliged to pay any and all taxes that are paid by the supplier in the country where it has its registered office.

18.2 The ordering party is obliged to pay, in relation to its payments, any and all taxes that are payable in the country where the ordering party has its registered office.

18.3 The supplier is obliged to pay income taxes collected or retained on behalf and for the account of the supplier in the country where the ordering party has its registered office in accordance with the double taxation treaty between the country where the ordering party has its registered office and the country where the supplier has its registered office. These taxes shall be paid by the supplier even if no double taxation treaty is in place between the countries where the ordering party and the supplier have their registered offices. In this case, the provisions of the Slovak Income Tax Act shall be taken into account.

18.4 “Tax” means all existing or future taxes, contributions, customs duties and charges (including interest, fines and other surcharges) collected by the public administration or state government or tax authorities in relation to a payment made under the contract.

18.5 Before making any payment, the ordering party is obliged to check whether the domestic laws in connection with the double taxation treaty (if in place) require the ordering party to retain income tax on behalf and for the account of the supplier. In the event that, along with the remuneration for provided services, the license fees and/or other remuneration payments are paid as a single amount, the ordering party is obliged to examine the tax regulations for each type of performance separately.

If a certain amount is to be retained, the ordering party shall have the following obligations:

a) The ordering party shall notify the supplier of this requirement without any delay.

- b) If the double taxation treaty foresees a reduced tax rate or an exemption from tax retention, the ordering party shall exercise its best efforts to ensure that the payment to the supplier is taxed in accordance with the provisions of the double taxation treaty. The supplier shall provide to the ordering party, at its request, a form or a document necessary for effecting the contractual payment with a reduced tax or without tax (unless the completion, application or submission of the relevant form or document endangers the legal or economic position of the supplier). Any form or document shall be prepared and filled out precisely and as required by the ordering party and shall contain any required confirmation, if such is in place and feasible.
  - c) The ordering party shall pay the required withholding tax in full to the competent authority on behalf and for the account of the supplier.
  - d) The ordering party shall send to the supplier a proper confirmation of withholding tax demonstrating the payment of the withholding tax to the state tax authority. The tax confirmation should contain information that the supplier is a tax payer, as well as the withholding tax amount and the date of payment of the tax. The tax confirmation shall be issued in the language of the ordering party's country or in English.
- 18.6 In principle, no cross-border performance may be rendered between the ordering party and the supplier except where the supplier does not have its registered office in the country in question or the supplier has no establishment or a subcontractor in that country to render the performance which the supplier undertook to provide. In order to authorise a subcontractor, the supplier shall always need the ordering party's prior written consent.
- 18.7 This section 18 shall have legal effect only for cross-border performance and shall not apply to domestic business activities.

## **19. Defect liability claims**

- 19.1 Save services, in the event of defects in contractual performance, we are authorised to request additional performance of our choice (removal of defects or new performance to be rendered). The supplier shall bear all costs incurred as part of additional performance. If the supplier fails to comply with this requirement for additional performance or fails to comply with it in time, or if additional performance fails twice, we are authorised to:
- remove the defect ourselves or ensure its removal by a third party and request from the supplier the reimbursement of the necessary costs; or
  - reasonably reduce the agreed remuneration; or
  - withdraw from the contract and request the reimbursement of remuneration that has already been paid; and
  - request the compensation of damages incurred as a result of the defect, as well as the reimbursement of the costs incurred to us as a result of relying on contractual performance without defects.
- 19.2 If the supplier within software maintenance transfers to us parts of software, the defects in these parts of software, as well as the defects occurring when the software (and parts thereof) is used along with the serviced software, shall be removed in accordance with the provisions of the service contract. If the service contract expires before the lapse of the limitation period for defect liability claims, we are entitled to the rights under section 19.1 in full scope with respect to such defects.
- 19.3 For factual defects, the limitation period for defect liability claims shall be two years; where a longer limitation period is prescribed by law for defect liability claims, the longer limitation period shall apply. For contractual performance intended for acceptance, the limitation period shall commence upon acceptance; for contractual performance intended for handover, the limitation period shall commence upon our signature of the confirmation of handover, otherwise as prescribed by law. The same applies to parts of software transferred to us under the service contract.

19.4 If the contractual performance is intended for series (production material), the relevant defect liability claims in the case of factual defects shall be, contrary to the provisions set out above, time-barred after the lapse of two years following the first registration of a vehicle or the installation of a spare part, but no longer than three years of its delivery to the ordering party; if a longer limitation period is prescribed by law, such longer limitation period shall apply.

## **20. Infringement of rights**

20.1 Contractual performance may not be encumbered by the rights of third parties (including industrial property rights and copyright); so it is ensured that the ordering party is neither restricted in nor prevented from the use or exploitation of performance under contract.

20.2 If the supplier learns the contractual performance is in violation of the rights of third parties, the supplier shall notify us to that effect without any delay and shall exercise its best efforts to achieve the compliance with the contract, by means of acquiring the rights. If the supplier does not succeed in acquiring the necessary rights, the supplier shall provide us with an equivalent alteration of contractual performance so that the rights of third parties are not violated (an alternative solution). An alternative solution shall be deemed equivalent only if it does not restrict, or restricts to an insignificant extent, the usability of contractual performance by us. If neither the necessary rights are acquired nor an alternative solution is provided within a reasonable period of time, we have the right to withdraw from the contract and to claim damages.

20.3 The supplier shall indemnify us, in an unlimited and full amount, for all claims of third parties and related costs to be asserted as a result of the breach of the third parties' rights. This shall not apply if third party rights have not been violated by the supplier, in particular if the rights are violated as a result of such use of contractual performance on our part which is not allowed under the supplier's terms of use (such as inadmissible connection of the software with third party software). The supplier is in particular obliged to bear the costs of legal representation for the purposes of its defence. If necessary, we will support the supplier in the defence against the claims asserted by third parties in a reasonable extent and at the supplier's expense. We are authorised to handle our legal defence ourselves; in doing so, however, we will proceed based on an agreement with the supplier. In this case, the supplier is obliged to pay the necessary costs.

20.4 In the event that the contractual performance is intended for series (production material), the patents shall complementary be subject to the provisions of Article XII (1) through (6) of the Terms of Purchase for Production Material which can be downloaded for the VW brand at [www.vwgroupsupply.com](http://www.vwgroupsupply.com) under "Procurement for production material" and provided to the supplier by us at its request.

## **21. Further participation of the author**

The supplier shall indemnify us for all claims asserted by authors participating in the achievement of the results.

## **22. Open Source**

22.1 Open-source software may be used as part of contractual performance only with our prior written consent.

22.2 If the supplier uses open-source software without our prior written consent, the supplier shall be obliged to exercise, at our request, its best efforts to ensure that open-source software is replaced by other equivalent proprietary software.

22.3 The supplier shall indemnify us, in an unlimited and full amount, for all third-party claims, including the costs related thereto, asserted as a result of using open-source software without our prior consent.

## **23. Licensing audits**

The supplier shall be entitled to perform licensing audits (verification of compliance with the rights of use with respect to the software transferred to us by the supplier) only if



- there is reasonable suspicion that we have acted outside the scope of the rights of use;
- the supplier notifies us of a reasonable suspicion in writing at least two months before the audit;
- along with our employees the audit is performed solely by a third party who is a lawyer or a tax advisor bound by statutory confidentiality duty, without such third party having independent access to our systems; and
- the date of the audit, as well as the manner in which it is to be performed, is agreed with us sufficiently in advance, i.e., at least two weeks ahead.

The supplier shall not be authorised to copy data during the audit, unless we have expressly granted such authorisation to the supplier in an individual case.

## **24. Liability**

- 24.1 We have the right to claim from the supplier all damages caused by the supplier or, as the case may be, its bodies, employees and other persons working for the supplier, representatives or third parties authorised by the supplier, if such damages are related to warranties, pledges or a breach of the supplier's obligations (in particular the damage due to defects, hidden defects, damage to property or consequential damages to property and unnecessary costs). If the damage is related to a breach of obligations, the supplier shall not be held liable in the event that this breach of obligations was not caused by its fault. In addition, we are entitled to statutory damages claims.
- 24.2 The supplier shall maintain in force a business (operation) liability insurance policy with insurance coverage adequate to the risk of contractual performance and shall demonstrate the existence of such insurance policy at our request without any delay.

## **25. Limitation period**

- 25.1 The limitation period for defect liability claims shall be four years for legal defects and shall commence upon the exercise of the rights by third parties; without our knowledge, the limitation period shall be ten years and commences, for the contractual performance intended for acceptance, upon acceptance and, for the contractual performance intended for handover, upon our signature of the confirmation of handover.
- 25.2 Other liability claims and other claims shall be subject to statutory limitation periods.

## **26. Protection of personal data**

If the supplier gains access to personal data during the contractual performance, the supplier shall be obliged to comply with personal data protection legislation applicable in the Slovak Republic, in particular to obtain, process and/or use personal data solely for the purposes of its contractual performance, to require its employees to protect personal data and instruct them on personal data protection legislation to be complied with. We have the right to prevent or withdraw access rights if security incidents are caused by the conduct of employees and third parties / subcontractors employed in accordance with these General Terms and Conditions of Purchase.

## **27. Confidentiality**

The supplier shall be obliged not to disclose information relating to its business relationship with the ordering party including any confidential information of a technical or commercial nature. The confidentiality obligation shall remain in force for a period of 10 years following the completion or full implementation of the order or the contract.

## **28. Subcontractors**

Contractual performance may be rendered through subcontractors only subject to our prior written consent (issued by the Procurement Division) which may not be unreasonably withheld. The supplier is authorised to involve subcontractors in the provision of support services, provided that their participation has been notified to us or adequately agreed with us in advance. The supplier shall require the involved subcontractors to provide a written commitment of compliance with personal data protection and confidentiality obligations, and shall demonstrate such commitment to us upon request.

**29. References, advertising**

The supplier may refer to the business relationship with the ordering party in advertisements or other documentation only with our prior written consent (issued by the PR Department). The same applies to the use of our brands, trademarks and other marks.

**30. Revision clause**

The supplier grants the ordering party the right to insight and inspect, in its premises, all business transactions between the ordering party and the supplier. This right may be exercised anytime on the basis of a prior notice.

**31. Export**

If on the basis of the order or the contract the contractual performance rendered is expressly intended for export or, such performance obviously intended for export in the supplier's opinion, the supplier shall indicate in the delivery notes all required data allowing us to indicate the information required under the EU and US export control regulations and other applicable customs regulations and to take further actions as necessary with no additional remuneration.

**32. Non-assignment clause**

The assignment of contractual rights or obligations by the supplier shall be subject to our prior written consent. The supplier shall not be authorised to assign its claims against us or ensure their recovery through third parties without our prior written consent which shall not be unreasonably withheld. Where the supplier assigns its claim against us without our consent, such assignment shall remain valid; in that case, however, we are entitled to satisfy such claims at our own discretion in favour of either the supplier or a third party.

**33. Jurisdiction of the court**

General courts of the Slovak Republic shall have jurisdiction.

**34. Applicable law**

The applicable law shall be the legislation of the Slovak Republic. The application of the provisions of the United Nations Convention on the Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

**35. Language of the contract**

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