

General terms and conditions of purchase for consulting and engineering services (without construction), VW AG / general purchasing division (current as of 1 May 2018)

1. Validity of the contractual conditions / contractual elements 2
2. Regulations relating to service provision 2
3. Prices 3
4. Deadlines 4
5. Acceptance 4
6. Issue of documentation / rights of retention 5
7. Industrial property rights, know-how 5

General terms and conditions of purchase for consulting and engineering services (without construction), VW AG / general purchasing division
(Current as of 1 May 2018)

1. Validity of the contractual conditions / contractual elements

1.1

These conditions shall supplement the general terms and conditions of purchase, VW AG / general purchasing division.

1.2

The contractual elements shall appear in the following order of precedence, this as far as available and not otherwise agreed:

1.2.1

- the VW order description

1.2.2

- the negotiation records in chronological order

1.2.3

- these terms and conditions of purchase

1.2.4

- the general terms and conditions of purchase / general purchasing

1.2.5

- the operational resources guidelines
1.01

1.2.6

- the service request or service description (with particular, but not exclusive reference to the specifications) issued by VW

1.2.7

- the relevant general recognised technological guidelines, particularly the relevant DIN provisions

2. Regulations relating to service provision

2.1

The contractual partner shall undertake to provide the services in an independent,

responsible manner. As far as participation by VW is required in order to ensure the provision of services by the contractual partner, this participation shall, in principle, be limited to the specific involvement stipulated in the order. Moreover, VW shall be obliged to undertake the required obligations stipulated by the contract in a punctual manner.

2.2

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

2.3

Should it become clear that the agreed cost limit cannot be observed, the contractual partner shall be obliged to inform VW of the reasons for this in writing and without delay, and must also inform VW of the possible effects of this deviation, and make suggestions regarding possible alternatives, with particular reference to possible savings which could be made. The consulting process may not be continued until VW has reached a decision regarding the same.

2.4

Moreover, the contractual partner shall be obliged to inform VW of all significant occurrences arising during its execution of the contractual duties in writing, and this without delay. This obligation shall not lapse when the contract expires. In the event that relevant legislation is in the process of being revised, or if specific ambiguities arise in connection with generally recognised technological rules and regulations which may influence the consulting services in question, the contractual partner shall be obliged to inform VW of these circumstances in writing with immediate effect.

2.5

VW hereby reserves the right to commission additional consultants. The contractual partner shall be obliged to inform VW punctually in the event that it should prove necessary to commission additional consultants, and to advise VW during their selection at the latter's request.

In the event that VW assigns the co-ordination of third-party consulting services to the contractual partner, the latter shall be obliged to co-ordinate the said third-party services with their own consulting services in an effective manner. The contractual partner shall be obliged to discuss the precise nature of the services to be provided with VW and the other specialist parties involved prior to their final preparation, and to examine consultancy-related contributions by specialist participants (documentation and plans) for their accuracy and plausibility, taking account of their concerns and conditions in the process, before combining these with its own services as an integral part of the service provision.

2.6

The contractual partner shall be obliged to perform the consulting services in an independent manner on its own premises (or on VW's premises) via its own employees. The contractual partner shall only be permitted to assign the performance of specific services to third parties (e.g. subcontractors or freelance workers) with VW's prior written consent.

2.7

The contractual partner shall be obliged to observe VW's instructions and requirements and to apply these during the provision of its services. Other project participants, or those individuals representing VW, shall only be obliged to issue the contractual partner with instructions on VW's behalf with the latter's express written permission or authorisation. This shall also apply to any project managers appointed by VW.

2.8

The contractual partner may not represent VW with respect to any legal relations. However, it shall be entitled to issue instructions required in order to guarantee the contractual execution of the commissioned consulting services in order to ensure that the project is concluded successfully, which shall not result in any negative consequences for VW, this in a qualitative or deadline-related sense. This shall also apply to factual explanations issued to VW which prove necessary to the commission's co-ordination, and the monitoring of the consulting services provided in the process.

The contractual partner may only account for financial obligations on VW's behalf with the latter's express prior written consent.

2.9

VW shall be entitled to alter or extend the scope of services in a unilateral manner, as far as the aforementioned alteration or extension is equitable and provided that the contractual partner is in a position to implement the alteration or extension in question.

3. Prices

3.1

The contractual partner shall make its consulting services available to VW and its affiliated companies (§15 of the AktG (Federal Company Law) as economically as possible. The conditions must, at all events, conform to those offered to the VW Group and its affiliated companies, taking account of quality and market situation, this on an international basis.

3.2

All expenses related to the service provision, including all travel and subsidiary expenses, shall be included in the fixed price agreed in the order documentation. There shall be no extra remuneration for waiting and travel times.

3.3

Additional cost-effective services arising during the duration of the contract must be agreed in writing between the contractual parties prior to their execution. In the event

that the contractual partner violates this obligation, it shall be obliged to compensate VW for any possible damages or losses incurred.

3.4

In the event that the service provision is compensated on an hourly basis, the contractual partner must provide VW with a precise list of the times of the provided services in writing without delay. This proof of service provision must also include details of the qualifications or consultant category in accordance with the appendix entitled "Consultant Qualification Grading".

3.5

VW shall be entitled to terminate the contract prematurely in the event that the consulting target is not achieved. In the event that the contract is terminated prematurely for reasons which can be ascribed to the contractual partner, VW shall compensate the latter for the services actually provided as far as these services can be implemented and as far as they contribute to the advancement of the project in question.

4. Deadlines

4.1

The contractual partner shall be obliged to provide the consulting services on the basis of a schedule to be agreed between the parties, this unless nothing to the contrary has been agreed between the parties in advance. The contractual partner shall be obliged to draw up a consulting schedule, which must take the form of a bar graph, one week at the latest after the receipt of the order, and to pass this to VW. This schedule should contain details of all control-related and consulting processes and the individual goods and services required in order to attain the targets relating to the project in question. The contractual partner shall subsequently be obliged to agree on a consulting schedule on this basis, which shall subsequently become a contractual component.

4.2

The contractual partner shall be obliged to document the delivery of documentation and other contributions issued by it to other project participants, and, in particular, to maintain a consulting schedule list including receipt and issue dates which details the current processing status. VW shall be entitled to view or request this documentation at all times.

4.3

The contractual partner shall be obliged to place all documentation and information which is subject to a statutory audit at the disposal of the responsible project participants, particularly authorities, in a punctual manner, in order to ensure that the required audits can be carried out on the documentation in question without any delays.

4.4

In the event that the contractual partner is responsible for co-ordinating other project participants and their services, these co-ordination services must be performed in a punctual manner in order to ensure that the agreed deadlines are met. Figure 4.2 shall apply as appropriate.

5. Acceptance

5.1

In the event that nothing to the contrary has been agreed, VW shall be obliged to accept the services provided by the contractual partner which produce verifiable results, this provided that the services in question have been executed in a complete manner in accordance with the contractual terms and conditions, and the contractual partner has notified VW of the completion of the said services in writing.

5.2

The results of the acceptance shall take effect after VW has confirmed the acceptance in writing. The same shall apply in the event that VW fails to confirm the acceptance or refuses to do so, despite the fact that the services provided by the contractual partner are fundamentally complete and comply with the terms and conditions of the contract. In

this case, the contractual partner shall be entitled to draw VW's attention to this lack of acceptance, and to demand the renewed issue of the acceptance certificate by a specific date. VW shall be deemed to have accepted the services after the abovementioned deadline expires.

6. Issue of documentation / rights of retention

6.1

The contractual partner shall be obliged to give all original documentation (presentations, reports etc.) drawn up for the purposes of the contract's fulfilment to VW in a clearly ordered, complete manner, in electronic form or on data storage carriers, this at VW's request. The contractual partner shall be obliged to return all documentation provided by VW to the latter in the event that it is no longer required for the execution of its duties, this without being asked and at the latest upon the acceptance of the contractual partner's services by VW.

The contractual partner shall be obliged to destroy all documentation drawn up in conjunction with the order execution after the expiry of the limitation period for defect-related claims. Prior to this, the contractual partner shall be obliged to offer to pass on the said documentation to VW, and to inform VW of the impending destruction of the said documentation. The documentation in question may be destroyed only in the event that VW is in default of acceptance.

6.2

The contractual partner shall not be entitled to any rights of retention concerning the documentation drawn up by it and required for the execution of the consulting services. The contractual partner shall be obliged to provide advance performance until the services in question have been completed.

The following shall apply in the event of an independent contractual termination by VW, or in the event that the contractual partner terminates the contract for reasons for which VW is responsible. In these cases, the contractual partner shall be

entitled to a right of retention to the documentation drawn up by it, this until the settlement of justified, due remuneration claims by VW. This right of retention shall lapse in the event that the contractual partner fails to submit an auditable fee-related closing invoice within two weeks of the receipt of the termination, or in the event that VW provides the contractual partner with a security in the form of a bank guarantee for the amount of the fee-related claims associated with the aforementioned right of retention.

7. Industrial property rights, know-how

7.1

VW shall be entitled to the exclusive, free, unlimited, irrevocable and assignable usage rights to the results of the services provided. All documentation, presentations, reports and records created by the contractual partner in conjunction with the project-related service provision shall be subject to VW's unlimited property rights and rights of disposal. The contractual partner shall not be entitled to additional remuneration in this regard.

7.2

The contractual partner shall assign VW the usage and application authorisations for all services protected by copyright in conjunction with the contract's execution. Furthermore, the contractual partner shall provide VW with assurances to the effect that it is not aware of any circumstances, particularly those pertaining to the industrial property rights of third parties, which impede the manufacture of those objects and processes required in order to fulfil the contractual conditions, nor of any claims which have been, or could be asserted against it pertaining to possible breaches of existing industrial property rights.

7.3

The contractual partner shall release VW from all third-party claims pertaining to the possible breach of industrial property rights arising from the contractual partner's violation of the obligations outlined in figures 7.1 and 7.2, above.

7.4

Without prejudice to the rules set out in 7.1 to 7.3., the contractual partner shall be obliged to immediately inform VW of all industrial property rights that could be in conflict with the application of the results of the services provided by the contractual partner.

7.5

Furthermore, the contractual partner shall be obliged to inform VW of all inventions that have been made in conjunction with the execution of the commission at its company and/or its subcontractors'/subsuppliers' companies, and to present all documentation required to use the inventions and all the information requested by VW relating to the inventions. The contractual partner's obligation to provide VW with information also applies to know-how in conjunction with the execution of the contract.

The contractual partner shall ensure that the inventor rights of employees and/or independent persons are exercised and transferred to VW. VW may then apply for industrial property rights at home and abroad and shall be responsible for associated costs.

Each contractual party is responsible for remunerating its own employees for inventions in line with legal requirements.

Use of the inventions, industrial property rights etc. for deliveries and/or services to third parties shall require the prior, individual, express written consent of VW (licence). If a licence is to be granted to the contractual partner, the contractual parties shall agree on the details in advance, this with particular reference to an appropriate licence fee.

The contractual partner is obliged to reach arrangements in good time with all of its employees, subcontractors/subsuppliers and other agents who contribute to the execution of the contract, with the effect that the latter recognise the above agreements in a binding manner.

Without prejudice to the rules set out in 7.1 to 7.5 above, the contractual partner undertakes not to contest industrial property rights which arise during the project and for which a patent is filed by VW, either with revocation action or with opposition. Furthermore, the contractual partner shall not support a third party in any challenge to the industrial property rights.