

General Purchasing Terms and Conditions of VOLKSWAGEN SLOVAKIA, a.s
(hereinafter referred to as „VW“)
with its registered office at J. Jonáša 1, 843 02 Bratislava, Slovenská republika
ID No.: 35 757 442
registered with the Commercial register of the District Court Bratislava I, section: Sa, insert No.:
1973/B

for supply of goods and services
(valid from 01.05.2026)

1 Definitions

The terms listed below and used herein shall have the following meaning:

1. **Client** shall mean VW (the company VOLKSWAGEN SLOVAKIA, a.s.) and in case of contractual performances provided based on agreement with VW to other party (f.i. other company from the Volkswagen group), such entitled beneficiary of the contractual performances, if it stems from the content or the nature of the relevant provisions.
2. **Contractual Performances** shall mean all performances agreed on the basis of these general purchasing terms and conditions.
3. **Outcomes** shall mean all outcomes which are the subject-matter of contractual performances.
4. **Deliverables** shall mean all objects which are the subject-matter of contractual performances (products, goods, services, software, hardware, data storage devices, materials, documentation, concepts, etc.).
5. **Order** shall mean written orders of the client for the contractual performances, including orders on the basis of a framework order, or contract on the procurement of goods or services.
6. **Contractor** shall mean the provider of contractual performances.
7. **General Purchasing Terms and Conditions** shall mean these general purchasing terms and conditions for supply of goods and services.

2 Governing law

1. Unless otherwise agreed in individual cases, the contracts concluded according to these general purchasing terms and conditions, their origin, effect, interpretation and implementation, and other legal relationships existing between the contracting parties shall be governed by the legal regulations valid in the Slovak Republic with the exclusion of the rules on conflict of laws referring to the laws valid in other countries.
2. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

3 Jurisdiction and Language of the Contract

1. The general courts of the Slovak Republic shall have jurisdiction over any legal disputes which arise from, or in connection with, the contracts concluded according to these general purchasing terms and conditions, including issues regarding their origin, termination and the continuation of their validity.
2. These general purchasing terms and conditions have been executed in English, German and Slovak language, however, the Slovak version shall be the authoritative version.

4 Validity of the Terms and Conditions

1. These general purchasing terms and conditions form a mandatory part of each contract concluded with the client.
2. In addition to these general purchasing terms and conditions also general purchasing terms and conditions of VW for contracts with specific contractual performance shall apply. The applicability of additional contractual elements and the determination of their order of precedence shall be stipulated and determined by the respective agreement in individual contracts.
3. Unless otherwise agreed, the wording of general purchasing terms and conditions valid at the time of conclusion of the contract, the requirements of the Volkswagen Group (VW AG) regarding sustainability in relationships with contractual partners (the Code of Conduct for Business Partners) and in case of contracts with specific contractual performance, also the wording of the relevant general purchasing terms and conditions of VW for contracts with specific contractual performance valid at the time of conclusion of the contract, shall form part of the contract. If the contractual terms and conditions and the requirements of the Volkswagen Group (VW AG) regarding sustainability in relationships with contractual partners (the Code of Conduct for Business Partners) are not annexed to the tender or the award of contract, they are available at: www.vwgroupsupply.com. Each contractor shall be obliged to familiarize itself with the requirements of the Volkswagen Group (VW AG) regarding sustainability in relationships with contractual partners.
4. All the above contractual terms and conditions shall apply to contracts concluded between contractor and client and to other legal relationships between them.
5. If the general purchasing terms and conditions, and other contractual terms and conditions which depend on the type of contract apply to the contract concluded with the contractor, they shall also apply to any additional contracts of the same type which are concluded with the mentioned contractor in the future.
6. No terms and conditions of the contractor shall form part of the contractual relationship with the client, even if no express objection has been raised to their application at the time of conclusion of the contract. The above shall not apply if the client has granted express written consent to the application of the contractor's terms and conditions.
7. Conflicting terms and conditions shall not affect the origin of the contract, provided the contracting parties have agreed on all significant points. In such a case, the mutually concurrent provisions of terms and conditions shall apply to the interpretation of the contract and the legal provisions shall apply to the rest of the contractual relationship.

5 Tenders

1. In compliance with Article 40 of the Slovak Civil Code, tenders intended for the client must be submitted in writing and free of charge. The tenders must be prepared in the Slovak, English or German language.
2. Unless otherwise agreed, the submission of tenders requires use of the forms provided by the client and these forms shall contain all the data required by the client.
3. If a tender is submitted on the basis of a request / call for tenders by the client, and the request / call for tenders does not expressly indicate otherwise, the tenderer should not deviate from the requirements of the client. If the tenderer deviates from the requirements, the tenderer must in any case expressly inform the client of such deviations. The tenderer shall in any case be entitled to submit alternative tenders and specific proposals along with

the tender in accordance with the requirements of the client.

4. Tenders must be complete when submitted and must include all the requested performances.
5. All prices must be stated in the tenderer's local currency (if this is not the euro, they must be stated in EUR and, where appropriate, including currency hedging shown separately). Unless stipulated otherwise, these shall be fixed prices. If it is not clear from the stated prices whether they include value added tax, the prices shall be deemed to be gross prices (VAT inclusive).
6. Tenders must be sent to the purchasing department, or to other department of the client, specified in the documentation of the client.
7. In case of requests / calls for tenders by the client, the tenderer shall be bound by its tender for the duration of the period stipulated therein. If no period is stipulated by the client, the tenderer shall be bound by its tender for the duration of the period determined by the tenderer. Unless the contracting parties expressly state the validity period, the validity period shall be 4 weeks from the delivery of the tender to the client.
8. If the tenderer, at variance with these general purchasing terms and conditions and relevant documentation of the client, deviates in its tender from the above requirements of the client, the client reserves the right to disregard the tenderer's tender.
9. Unless explicitly stipulated otherwise, a request / call for tenders by the client shall not be deemed public invitation to tender nor public offer to conclude a contract under the applicable law and are not binding to the client. The client has the right to the post-hoc change the conditions of the request / call for tenders, make other calls for tender or selection procedures, terminate the request / call for tenders and not to accept any of the submitted tenders.

6 Conclusion of a Contract

1. Contracts with the client shall be concluded as a rule in writing. If a contract is concluded orally, it must be confirmed by both contracting parties in writing without undue delay.
2. The contract shall be concluded on the basis of the written confirmation of the client (order, written order on the basis of framework order or signing of contract). Only order of the client, orders of the client based on the framework order or a framework contract, our documents of the client to tenders and/or selection procedures, or the client's call for tenders or specification of performances shall be decisive for the content and scope of the contractual performances, unless otherwise agreed in writing.
3. Unless otherwise agreed, in case of discrepancies, following order of priority of the documents shall apply:
 - a) specific order or contract on specific contractual performance,
 - b) respective framework order or framework contract,
 - c) in case of specific contractual performance, the relevant general purchasing terms and conditions for contracts with specific contractual performance,
 - d) these general purchasing terms and conditions,
 - e) the requirements of the Volkswagen Group (VW AG) regarding sustainability in relationships with contractual partners (the Code of Conduct for Business Partners).
4. Changes to the contract may only be agreed in writing. The same applies also to the requirement of a written form itself.

7 Delivery and Performance Deadlines, Consequences of Delay

1. The agreed delivery and performance deadlines shall be binding. Any changes of delivery

and/or performance deadlines shall be agreed in writing, otherwise they shall be invalid.

2. If delivery and/or performance deadlines are exceeded, the contractor shall be obliged to pay a contractual penalty in the amount of 0.08% of the agreed net remuneration (i.e. excluding VAT) for the relevant contractual performance for each working day of delay, up to a maximum of 5% of the agreed net remuneration. This shall not apply if other contractual penalties regarding the failure to meet the delivery and/or performance deadlines have been agreed in the contract.
3. In the event of delay on the part of the contractor, the statutory rights and entitlements of the client, in addition to the contractual penalty referred to previous section hereof, shall not be affected. Hence, nor the entitlement to compensation for damage shall be affected by the payment of the contractual penalty.

8 Information Duty of the Contractor

The contractor shall be obliged to inform the client immediately on the circumstances that may have an impact on performance of the obligations and exercise of the rights under the respective contract.

9 Place of Performance and Passage of Risk

1. The place of performance for all contractual performances shall be the factory site for which the contractual performances are intended. If such a place is not stipulated, the place of contractual performance shall be J. Jonáša 1, 843 02 Bratislava.
2. The risk of accidental destruction or accidental deterioration of the contractual performance shall pass at the moment of takeover at the place of performance determined by the client; in the event of partial contractual performance, the risk shall pass after the full provision of contractual performance.

10 Remuneration and Payment Conditions

1. The remuneration stipulated in the order or the contract shall be binding. The prices apply to DDP (Delivered Duty Paid) deliveries, including packaging, unless otherwise agreed in writing. The obligation of the client to return the packaging to the contractor shall only apply on the basis of a special agreement. Upon request of the client, the contractor however shall take back the packaging at its own expense. Unless otherwise agreed in writing, the remuneration stipulated in the order or the contract represents compensation for all contractual performances, including the remuneration for the rights of use (licence) according to these general purchasing terms and conditions and the contractor shall not be entitled to reimbursement of any expenses beyond the remuneration.
2. Unless otherwise agreed in writing, payments shall be made within 30 days after the date of provision of contractual performance and delivery of invoice.
3. The remuneration shall be considered as net remuneration and shall be paid after addition of the statutory value added tax.

11 Taxes

1. The contractor shall be obliged to pay all taxes of any kind relating to the payments made by the client which the contractor pays in the country of its registered office.

2. The client shall be obliged to pay all taxes of any kind relating to its payments which are due in the country of the client's registered office.
3. The contractor shall be obliged to pay income taxes collected or withheld by the client as the taxpayer in accordance with the Slovak Income Tax Act and related legal regulation, f.i. withholding tax, tax security. If there is a Double Taxation Treaty concluded between the country of the client's registered office and the country of the contractor's registered office and tax residence and such shall be applicable, the maximum amount of the withheld tax shall be determined by such Double Taxation Treaty.
4. The term "tax" shall include all present and future taxes, levies, duties and fees, tax security (including interest, penalties and other surcharges) collected by the public or state administration or by the tax administration in relation to the contractual payment.
5. Prior to each payment, the client shall be obliged to check whether it is obliged, according to the national law, to withhold the income tax or tax security. The application of the benefits of the Double Taxation Treaty is only possible if the contractor submits a certificate of tax residence in a contracting state and declares that it is the actual beneficiary of the income paid.
6. In case of any doubt, the client shall be entitled to require further proof to the provided declaration.
7. If licence fees and/or other remunerations are paid in one payment together with the remuneration for the provided services, the contractor shall be obliged to break down the deliverables in such a way it is possible to identify the payments subject to withholding tax. Otherwise, the deduction will be made from all invoiced amount.
8. If certain amount is to be withheld from the payment, the client will immediately notify the contractor of this requirement and require that it submits a certificate of tax residence and affidavit and to remove any doubts. The client will provide an official certificate on the withheld tax issued by the tax authority.
9. Prior to starting to provide the service, the contractor is obliged to check, whether it is obliged to establish an establishment in the territory of the Slovak Republic, or any to register in the territory of the Slovak Republic for corporate income tax or value added tax. If such an obligation arises, the supplier is obliged to comply with the legislation of the Slovak Republic. At the same time, the contractor is obliged to immediately inform the client about the establishment of an establishment, registration for income tax or VAT. The contractor assumes full responsibility to compensate the client for any financial penalties that may arise in connection with the contractor's failure to fulfill these obligations.
10. This article hereof shall only apply in case of cross-border performances; this article hereof shall not apply to domestic business activities.

12 Invoicing

1. Invoices for VW shall be sent in one counterpart to the following address:

VOLKSWAGEN SLOVAKIA, a.s.
Scan Team
J. Jonáša 1
843 02 Bratislava

or

in electronic form in „pdf“ format – conditions:

<https://sk.volkswagen.sk/sk/pre-dodavatelov/financie.html>

2. In case of other client than VW the invoices shall be sent in accordance with its instructions.
3. Invoices shall include the supplier number, order number, delivery number. All the documentation required for invoicing shall be annexed to the invoices. Invoices as well as their annexes shall meet all requirements under relevant regulations applicable in the Slovak Republic, in particular the act on accounting and VAT act. In the future, provided that relevant agreements are in place, and following written notification to the contractor, the client shall only accept invoices sent in electronic form and it shall also send accounting documents and payment notifications to the invoicing entity in electronic form.

13 Travel and accommodation costs – VAT Act / respective Council Directive

1. Travel and accommodation costs shall only be reimbursed if such is specifically agreed and the particular business trip and the costs incurred have been agreed with the client in advance.
2. Travel, accommodation and other costs, connected to the provision of services or supply of goods are not a separate supply but only an ancillary part of the main supply. Therefore, with regard to VAT, such will be invoiced as part of the main supply, not as a separate goods or service.

14 Delayed Payment

1. If payment is delayed due to client's fault, the contractor shall be entitled to demand statutory default interest, however, not exceeding maximum total amount of 5% of the agreed net remuneration for the respective contractual performance.
2. If the contractor is under the law entitled to retain contractual performance as a consequence of the delay of the client with the payment, the contractor shall only have such right in case the client is in default with payment of the substantial amount taking into account the total estimated net remuneration for the duration of the respective contract and if the client has not paid the amount despite a written notice of the exercise of the right of retention of the contractual performance, a subsequent written reminder and granting an additional reasonable payment period of at least 4 weeks in writing.

15 Warranty Period and Claims Arising from Defects

1. The warranty period for deliverables and contractual performances shall be at least 24 months after their handover to the client or takeover by the client.
2. The warranty period for deliverables to be installed in vehicles produced by VW, shall be at least 24 months after the first sale of the relevant vehicle to the end consumer, but not more than 30 months after the takeover of deliverable by the client.
3. The lengths of warranty periods under the previous sections shall only apply if different warranty periods have not been agreed between the contracting parties, or if longer warranty periods are not included in the unilateral statement of the contractor (provided in the certificate of warranty) or if longer warranty periods are not stated on the packaging of the goods or if longer warranty period are not laid down by the applicable legal regulations.

4. Except for services, in case of defective contractual performances, the client shall be entitled to request, at its own discretion, additional performance (in particular, removal of defects or new provision of contractual performances). The contractor shall be obliged to provide additional performance without undue delay, however, not later than within 14 working days of the date of notification of the defects of the contractual performance. The contractor shall bear all the costs incurred in connection to the additional performance. If the contractor fails to comply with the request for additional performance or fails to comply with such in time or if the contractor fails twice, the client shall be entitled:
 - a. to remedy the defect on its own or have a third party remedy the defect, and request from the contractor compensation of the costs needed for that purpose; or
 - b. to reduce the agreed remuneration accordingly; or
 - c. to withdraw from the contract and request a refund of the remuneration already paid; and
 - d. to request compensation for damage suffered due to the defect, and compensation for the costs the client has incurred due to relying on purportedly timely and defect-free contractual performances.

16 Rights to Outcomes / Works

1. With respect to all copyright-protected outcomes / works or other intellectual property which are the subject-matter of contractual performances (standard software (also as regards downloads), individual software, customized software, documentation, concepts, graphical depictions, etc.), the client shall acquire exclusive, transferable rights of use (licence) not limited in terms of time, content and space and with the right to sub-licence them.
2. The client shall be granted a licence for any use of the outcomes / works which are required to meet requirements of the client under the contract or the relationships relating to the contract, including any change of the outcomes / works, their incorporation into other works and/or their fusion with other works.
3. The contractor shall ensure that all rights to employee works or other intellectual property which originated as part of the provision of the contractual performances will be transferred to the client and that the client shall acquire the relevant rights.

17 Property Right to the Deliverables

1. The client shall acquire the property rights to the deliverables upon their takeover.
2. The contractor shall transfer property right to the deliverables to the client free from any rights of third parties.

18 Copyrights to Performances

If the subject-matter of contractual performances is the supply or provision of the contractor's own contents / information (content providing), the contractor shall be obliged to obtain, at its own expense, all the rights of use and other rights, which are needed for due provision of the contractual performances and to their use and disposing of such by the client, from authors / right owners or other respective right holders of such rights.

19 Infringement of Rights

1. The contractual performances must not be burdened by any third party rights (including copyrights and other intellectual property rights) so that the use or utilisation of the contractual performances by the client according to the relevant contract will not be limited or impossible.
2. If the contractor learns that the contractual performances infringe upon third party rights, the contractor shall be obliged to inform the client thereof without undue delay and shall make every effort to create conditions corresponding to the contract through acquiring these rights. If the contractor fails to acquire the relevant rights, the contractor shall present the client with an equivalent change of the contractual performances which does not infringe upon third party rights (alternative solution). The alternative solution shall only be deemed equivalent if it does not limit or only insignificantly limits the usability of the contractual performances by the client. If the relevant rights are not acquired or the alternative solution is not provided by a reasonable deadline, the client shall be entitled to withdraw from the contract and request compensation for damage.
3. The contractor shall on behalf of the client satisfy all claims of third parties and related costs claimed due to the infringement of third party rights. This shall not apply if the contractor is not liable for the infringement of third party, e.g. if the infringement of rights is caused by the use of contractual performances by the client at variance with the respective contract (e.g. inadmissible assignment of the rights to software by the client to third parties). The contractor shall be obliged, in particular, to bear the costs for legal defence against such third party claims. If needed, the client will support the contractor, in a reasonable extent and at the contractor's expense, in a defence against third party claims. The client shall in any case be entitled to conduct a defence on its own, however, in doing so, the client shall act in agreement with the contractor. In such a case, the contractor shall be obliged to pay the reasonable costs to the client.

20 Liability

1. Unless otherwise agreed, the contracting parties shall be liable under the framework of legal provisions.
2. The contractor shall be obliged to take out and maintain liability insurance in respect of damage caused by operation, damage caused by products and in respect of environmental damage, with adequate insurance cover per each claim for personal damage, material damage and damage to property, and to maintain the insurance during the validity of the contract.
3. If the insurance policy stipulates the maximum indemnity limit for all claims made during one insurance year, the limit must correspond to at least the double of sum of the insurance covers for each claim.
4. Insurance certificate and the relevant insurance terms and conditions, and proof of premium payment must be submitted to the client upon request within two weeks. Upon a request of the client, certificates of continuation of the insurance validity must be submitted during the validity of the contract. If the contractor violates the above obligation to submit the insurance certificate and the relevant insurance terms and conditions and proof of premium payment, the client shall be entitled to withdraw from the contract.

21 Limitation Period

The statutory limitation periods valid in the Slovak Republic shall apply.

22 Non-Assignment Clause

Regardless of its content, an assignment or offset of a claim, which the tenderer / contractor has towards the client shall be subject to written consent from the client. Assignments carried out without the written consent from the client shall be invalid.

23 Rights of Retention and Offset

1. No limitation shall apply to the client's right of retention of property and performance towards claims of the contractor or to the client's right to offset its claims towards the contractor.
2. The client shall have the right to offset amounts and the right of retention of property and performance in the statutory extent.

24 Violation of Competition Rules

The contractor shall be obliged to ensure at its company, by appropriate organisational measures, that its employees acting in relation to the client do not commit criminal offences in connection with competition under the Slovak Criminal Code, or any other offences, in particular relating to competition laws pursuant to Article 41 et seq. of the Slovak Commercial Code.

25 Rights to the Client's Documentation

1. The client reserves its proprietary rights and copyrights in regard to images, drawings, calculations and other documentation, and models and designs. These may not be made available to third parties without express consent from the client. They shall be used solely for the fulfilment of the concluded contract and after the termination of the contract must be returned to the client without a request.
2. Company logos and trademarks, as well as the client's part numbers must be affixed to deliverables ordered by the client if such is stipulated by client's drawing or if the client has issued such an instruction. Any goods marked in this manner may only be supplied to the client. Justifiably rejected goods marked with company logos, trademarks or client's part numbers must be modified to render the goods unfit for use, unless it has been otherwise demonstrably ensured that the rejected goods can be identified as goods delivered to the client.

26 Compliance with the Client's Regulations

The contractor shall be obliged to comply with all applicable instructions, ordinances and regulations applicable to the VW or other client's workplaces where it will carry out its activities or where it will deliver contractual performances.

27 Information Security and External Information Security Audits

1. The contractor shall be obliged to use and protect all information and information assets of the client to which it will have access in accordance with the applicable information classification, as well as other client's applicable information security rules.
2. At client's request, the contractor shall be obliged to allow an information security audit to be carried out and to provide reasonable cooperation in verifying compliance with the ISMS regulations.

28 Compliance with VDA requirements (TISAX)

1. Each contractor shall be obliged to apply the relevant VDA TISAX regulation requirements according to the scope of access to client's sensitive data. At the request of the client, the contractor shall be obliged to prove it has the TISAX certification (<https://www.enx.com/handbook/tisax-participant-handbook.html>).
 - a) **TISAX 1 - certification level 1 (AL 1)** – If the contractor will under the contract have access to client's internal data, the contractor shall be, at a request, obliged to provide a declaration of compliance with the requirements at the relevant level and a completed ISA VDA questionnaire (self-assessment shall be sufficient).
 - b) **TISAX 2 - certification level 2 (AL 2)** - If the contractor will under the contract have access to client's confidential data, the contractor shall be, at a request, obliged to prove it has the TISAX 2 certificate.
 - c) **TISAX 3 - certification level 3 (AL 3)** – If the contractor will under the contract have access to client's classified data, the contractor shall be, at a request, obliged to prove it has the TISAX 3 certificate.
2. If the contractor does not have any TISAX certification at the time of concluding the contract, the contractor shall be obliged, with regard to data and system security according to the ISO / IEC 27001 standard, to submit the ISO 27001 certificate and start the TISAX certification process with regard to the classification of processed information and demonstrate completion of certification within a reasonable time:
 - (a) within 6 months for TISAX 2 - level of protection HIGH
 - (b) within 3 months for TISAX 3 - level of protection VERY HIGH

29 Cybersecurity

1. The contractor acknowledges that, under Act No. 69/2018 Coll. on Cybersecurity (hereinafter referred to as "Cybersecurity Act"), the client is an operator of an essential service. The contractor undertakes to comply with the applicable obligations under the Cybersecurity Act and other relevant cybersecurity legislation in connection with the contractual performances, as well as the client's applicable cybersecurity requirements, standards or policies relating to the contractual performances, with which the client has demonstrably familiarised the contractor. The contractor shall also ensure that its employees, collaborators and subcontractors comply with the aforementioned obligations and requirements. If the subject of the contractor's contractual performances is the performance of activities directly related to the availability, confidentiality and integrity of the operation of the client's networks and information systems, and if so requested by the client, the contractor shall be obliged to enter into an agreement with the client without undue delay to ensure the implementation of security measures and notification obligations pursuant to the Cybersecurity Act, the draft of

which shall be submitted by the client. Failure to fulfil this obligation entitles the client to suspend the contractual performances and/or withdraw from the contract. The provisions of this article of the general purchasing terms and conditions shall not apply to the contractor that is an essential service operator within the meaning of the Cybersecurity Act.

30 Confidentiality

2. The contractor shall be obliged to treat all commercial and technical details which relate to the cooperation with the client, in particular the data under section 26.1, as a trade secret. The obligation to maintain confidentiality shall also apply, independently of the conclusion of the contract, to the information obtained during the tendering phase, and after the fulfilment or other termination of the contract. The obligation to maintain confidentiality shall cease to exist in the event that the respective information, especially the knowledge of manufacturing, have become common knowledge.
3. The contractor shall also be obliged to maintain confidentiality regarding its business relationship with the client. If, in exceptional cases, the advertising of the contractor is to refer to the business relationship with the client, this shall only be allowed on the basis of client's prior written consent. Such written consent, which will be exceptionally granted for these cases, shall only apply to specific advertising of the contractor. The same applies to logos, trademarks or other distinguishing marks of the client.

31 Processing of Personal Data

If the contractor gains access to personal data during the provision of contractual performances, the contractor shall be obliged to comply with the applicable personal data protection regulations, in particular, the contractor will process the personal data solely for the purposes of providing the contractual performances (processing for the pre-defined purpose), ensure that its staff and other persons having access to such personal data via contractor, have only the necessary access to the data and obtain a written commitment of its staff and other persons having access to such personal data via contractor to maintain confidentiality and instruct them on personal data protection regulation; the contractor shall prove, upon request, the performance of these duties. The contractor undertakes to protect personal data in a manner consistent with the current state of the art. In case of personal data processing through the contractor on behalf of the client – prior to the contractor obtaining access to client's personal data – the contractor shall conclude the currently required personal data processing agreement, which the client will propose for this purpose. The contractor undertakes that the processing of personal data concerning staff, clients or other persons on the part of the client will take place exclusively within the Slovak Republic or a member state of the European Union or the European Economic Area. Any derogations from the above are only allowed on the basis of a written agreement between the client and the contractor and provided that the contract relevant for the applicable case is concluded.

32 Paint-Wetting Impairment Substances

The deliveries of the contractor – of any kind – must not contain any paint-wetting impairment substances and must not emit such substances.

33 Subcontractors

1. Unless stated otherwise in a special agreement, contract or in the contents of an order relating to the volume of performances of the contractor, the contractor shall be obliged to fulfil all the obligations stated in the order, a special agreement or a contract, at its own company. Any use of subcontractors by the contractor shall only be allowed on the basis of prior written consent of the client (in case of VW, from the procurement department), regardless of whether the client could have assumed so at the time of conclusion of the contract. The consent may not be withheld without stating any grounds.
2. In case of approved use of subcontractors, the contractor shall be obliged to obtain a written commitment of its subcontractors to comply with the obligations under these general purchasing terms and conditions, in particular with those relating to personal data protection, confidentiality and information security; the contractor shall prove this to the client upon request of the client.

34 Client's Right to Inspection

The contractor gives the client the right to inspect and check, in the contractor's premises, all business transactions between the client and the contractor. This right may be exercised at any time, based on prior notification.

35 Export

If it stems from the order or the contract that the contractual performances are intended for subsequent export to third countries, the contractor shall be obliged, without any additional remuneration, to indicate in the delivery documents all the necessary data to enable the client to report the data required according to the EU and the US export control regulations and according to other relevant customs regulations and to take other necessary steps connected with the export.

36 Severability

1. If any or several of the provisions of these general purchasing terms and conditions or of the respective contract between the client and the contractor, are, or become invalid, this shall be without prejudice to the validity of other provisions and the validity of the contract itself.
2. If any gaps arise during the fulfilment of the contract, such gaps must be removed by the use of provisions which must be as close as possible to the commercial purpose of the contract.

37 Unilateral Change of the General Purchasing Terms and Conditions

1. The client has the right to unilaterally change or replace these or other general purchasing terms and conditions. In such case, the client shall notify the contractor of the change.
2. If the contractor does not lodge a written objection to the change within 15 days from the notification, it shall be considered that the contractor agrees with the changes of the general purchasing terms and conditions.

Last update:

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