



**General Purchasing Terms and Conditions of VOLKSWAGEN SLOVAKIA, a.s.**

1. Governing Law.....	2
2. Jurisdiction and Language of the Contract.....	2
3. Validity of Contractual Terms and Conditions .....	2
4. Tenders.....	2
5. Conclusion of Contract.....	3
6. Invoicing.....	3
7. Non-Assignment Clause .....	3
8. Rights of Retention and Offset.....	3
9. Violation of Competition Rules.....	3
10. Proprietary Rights, Confidentiality, Obligation to Maintain Confidentiality, and Advertising.....	3
11. Warranty Period.....	4
12. Liability / Liability Insurance .....	4
13. Handling of Data .....	5
14. Paint-Wetting Impairment Substances.....	5
15. Subcontractors .....	5
16. Prices and Payments.....	5
17. Divergent Agreements .....	5
18. Severability .....	5
19. Unilateral Change of Purchasing Terms and Conditions .....	5



Volkswagen Slovakia, a.s.

**General Purchasing Terms and Conditions of VOLKSWAGEN SLOVAKIA, a.s. (hereinafter referred to as "VW") / General Procurement Department**

(version as of 18 December 2017)

## **1. Governing Law**

Unless otherwise agreed in individual cases, the contracts concluded according to the contractual terms and conditions stipulated hereinafter, 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. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

## **2. Jurisdiction and Language of the Contract**

### **2.1**

The general courts of the Slovak Republic shall have jurisdiction over any legal disputes which arise from, or in connection with, the above contracts, including issues regarding their origin, termination and the continuation of their validity.

### **2.2**

These General Purchasing Terms and Conditions have been executed in the German and Slovak language, however, the Slovak version shall be the authoritative version.

## **3. Validity of Contractual Terms and Conditions**

### **3.1**

The inclusion of additional contractual elements and the determination of their order of precedence shall be subject to the contractual terms and conditions specific for the relevant type of contract.

### **3.2**

Unless otherwise agreed, the versions of current contractual terms and conditions valid at the time of conclusion of the contract, and the requirements of the Volkswagen Group (VW AG) regarding sustainability in relationships with contractual partners (the Code of Conduct for Business Partners) 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](http://www.vwgroupsupply.com).

### **3.3**

All the above contractual terms and conditions shall only apply to contracts concluded between an entrepreneur according to Article 2(2) of the Slovak Commercial Code and VW and to other legal relationships between the entrepreneur and VW.

### **3.4**

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 above entrepreneur, they shall also apply to any additional contracts of the same type which are concluded with the entrepreneur in the future.

### **3.5**

No terms and conditions of the contractual partner shall form part of the contractual relationship with VW, 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 VW has granted express written consent to the application of the contractual partner's terms and conditions.

### **3.6**

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.

## **4. Tenders**

### **4.1**

In compliance with Article 40 of the Slovak Civil Code, tenders intended for VW must be submitted in writing and free of charge. The tenders must be prepared in the Slovak, English or German language.

### **4.2**



Volkswagen Slovakia, a.s.

Unless otherwise agreed, the submission of tenders requires use of the forms provided by VW and these forms shall contain all the data required by VW.

#### **4.3**

If a tender is submitted on the basis of a request / call for tenders by VW, the tenderer should not deviate from the requirements of VW. If the tenderer deviates from the requirements, the tenderer must expressly inform VW of such deviations. The tenderer shall be entitled to submit alternative tenders and specific proposals.

#### **4.4**

Tenders must be complete when submitted and must include all the requested performances.

#### **4.5**

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).

#### **4.6**

Tenders must be sent to the Purchasing Department specified in the tender documentation.

#### **4.7**

For requests / calls for tenders by VW, the tenderer shall be bound by its tender for the duration of the period stipulated therein, or 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 VW.

#### **4.8**

If the tenderer deviates from the above regulations, VW reserves the right to disregard the tenderer's tender.

### **5. Conclusion of Contract**

Contracts with VW 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.

### **6. Invoicing**

Invoices shall be sent in one counterpart to the following address:

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

Invoices must be delivered to VW, indicating the supplier number, order number, delivery number, VAT ID number, accounting standard and the name of the ordering party, and they must be verifiable. All the documentation required for invoicing must be annexed to the invoices. Invoices must be issued in accordance with Slovak VAT regulations. In the future, provided that relevant agreements are in place, and following written notification to the supplier, VW 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.

### **7. Non-Assignment Clause**

Regardless of its content, an assignment or offset of a claim, which the tenderer / contracting party has towards VW shall, as a rule, be subject to written consent from VW. Assignments carried out without the required consent from VW shall be invalid.

### **8. Rights of Retention and Offset**

Any limitation of VW's rights to exercise the right of retention towards claims made by a contractual partner or the right to offset claims towards the contractual partner shall be invalid.

### **9. Violation of Competition Rules**

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

### **10. Proprietary Rights, Confidentiality, Obligation to Maintain Confidentiality, and Advertising**



Volkswagen Slovakia, a.s.

#### **10.1**

VW 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 VW. They shall be used solely for the fulfilment of the concluded contract and after the termination of the contract must be returned to VW without a request.

#### **10.2**

Company logos and trademarks, and VW part numbers must be affixed to goods ordered by VW if such is stipulated by a VW drawing or if VW has issued such an instruction. Goods marked in this manner may only be supplied to VW. Justifiably rejected goods marked with company logos, trademarks or VW 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 VW.

#### **10.3**

A contractual partner of VW shall be obliged to treat all commercial and technical details which relate to the contract concluded with VW, in particular data according to Section 10.1 hereof, 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 circumstances, especially the knowledge of manufacturing, have become common knowledge.

#### **10.4**

A contractual partner of VW shall be obliged to maintain confidentiality regarding its business relationship with VW. If, in exceptional cases, the business relationship with VW is to be mentioned in the advertising of the contractual partner, this may only be possible on the basis of written consent from VW. Granted written consent, by way of exception, for such cases shall be limited to specific advertising of the contractual partner.

### **11.Warranty Period**

#### **11.1**

The warranty period for contractual performances is 24 months after their handover to VW or takeover by VW.

#### **11.2**

The warranty period for goods to be installed in vehicles produced by VW shall be 24 months after the first sale of the relevant vehicle to the end consumer and not more than 30 months after the handover of the goods to VW or their takeover by VW.

#### **11.3**

The lengths of warranty periods according to Sections 11.1 and 11.2 hereof 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 contractual partner (provided in the certificate of warranty) or in the warranty period stated on the packaging of the goods.

### **12.Liability / Liability Insurance**

Unless otherwise agreed, the contracting parties shall be liable under the framework of legal provisions.

A contractual partner shall be obliged to take out 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.

If the insurance policy stipulates the maximum indemnity limit for all claims made during one insurance year, the limit must correspond to at least double the insurance cover provided for each claim.

The insurance policy and the relevant insurance terms and conditions, and proof of premium payment must be submitted to VW upon request within two weeks. Upon a request of VW, certificates of continuation of the insurance validity must be submitted during the validity of the contract. If the contractual partner violates the above obligation to submit the insurance policy, the insurance terms and conditions or the proof, VW shall be entitled to withdraw from the contract.



Volkswagen Slovakia, a.s.

### **13.Handling of Data**

VW and the contractual partner shall be entitled to store and process data of the other contractual partner, and data on the individual contractual relationship in compliance with valid regulations for the protection of data in a business relationship.

### **14.Paint-Wetting Impairment Substances**

The performances and supplies of the contractual partner – of any kind – must not contain any paint-wetting impairment substances and must not emit such substances.

### **15.Subcontractors**

Unless stated otherwise in a special agreement or in the contents of an order relating to the volume of performances of the contractual partner, the contractual partner shall be obliged to fulfil all the obligations stated in the order at its own company. Any use of subcontractors by a contractual partner shall only be possible on the basis of prior consent of VW, regardless of whether VW could have known such information at the time of conclusion of the contract.

### **16.Prices and Payments**

#### **16.1**

Unless otherwise agreed, the costs of transport, shipping, packaging and insurance shall be included in the stated prices.

#### **16.2**

Unless otherwise agreed in writing, payments shall be made within 30 days after the date of delivery of goods or provision of services and delivery of invoice.

### **17.Divergent Agreements**

Any amendments to the contract may only be agreed in writing. The above shall also apply to the above requirement of a written form.

### **18.Severability**

#### **18.1**

If any or several of the provisions hereof or of the contractual provisions derived from them are or become invalid, this shall be without prejudice to the validity of other provisions and the validity of the contract itself.

#### **18.2**

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.

### **19.Unilateral Change of Purchasing Terms and Conditions**

#### **19.1**

In the event that VW SK unilaterally changes these or any other purchasing terms and conditions, the contractual partner must be informed of such a change of the contractual terms and conditions.

#### **19.2**

If the contractual partner has been informed of the unilateral change of the purchasing terms and conditions and does not lodge a written objection to the change within 15 days, it shall be considered that the contractual partner agrees with the changes of the purchasing terms and conditions.

