

## General Purchasing Terms and Conditions

of VOLKSWAGEN SLOVAKIA, a.s.

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

Company ID No.: 35 757 442

registered with the Business Register of the Bratislava I District Court, Section: Sa, Insert No.: 1973/B

### for Services Involving Copyright Protected Works, in particular, for Information Technology (IT) Services and/or Electronic Information and Communication (TC)

#### 1. Definitions

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

- 1.1 **“We” or the “Client”** shall mean the company VOLKSWAGEN SLOVAKIA, a.s.
- 1.2 **IT Services** shall mean IT services, i.e. software and hardware services, infrastructure services, support services and/or monitoring services.
- 1.3 **TC Services** shall mean electronic information and communications services, i.e. infrastructure services, support services and/or monitoring services.
- 1.4 **Software Services** shall include the creation and processing of software and software systems, distribution of and changes to software (software systems), configuration and adaptation of software (software systems), and leasing of standard software.
- 1.5 **Hardware Services** shall include supply / leasing of hardware (hardware systems), and configuration and adaptation of hardware (hardware systems).
- 1.6 **Services** shall mean information and communication services, telecommunications services and services supported by telecommunications.
- 1.7 **Infrastructure Services** shall mean all preparatory services necessary in connection with Software Services and/or Hardware Services and/or Services, e.g., planning, setting-up or installation of systems.
- 1.8 **Support Services** shall mean all accompanying services necessary in connection with Software Services and/or Hardware Services and/or Services and/or Infrastructure Services, e.g., training, consultancy, optimisation, maintenance / servicing.
- 1.9 **Monitoring Services** shall include obtaining of performance data and other data about systems and/or Services, including drawing up and delivery of reports related to the operation of Systems and/or Services to the Client.
- 1.10 **Operational Services** shall include the operation of hardware and/or software (hardware and/or software systems), hosting and data administration and/or operation of a computing centre.
- 1.11 **Systems** shall mean IT systems, IT networks and IT equipment and/or data and telecommunications equipment and networks, lines and transmission platforms, including software and hardware.
- 1.12 **Contractual Performances** shall mean all performances agreed on the basis of these General Purchasing Terms and Conditions.
- 1.13 **Outcomes** shall mean all work outcomes which are the subject-matter of Contractual Performances.
- 1.14 **Deliverables** shall mean all objects the Contractor is obliged to deliver to us on the basis of an order (software, hardware, data storage devices, materials, documentation, concepts, etc.).
- 1.15 **Order** shall mean our written orders for the supplies and performances, including orders on the basis of a framework order, or contract on the procurement of IT Services and/or TC Services.
- 1.16 **Framework Orders** describe (on the basis of our technical, commercial and/or legal selection procedures) the Contractual Performances, stipulate the remuneration or other delivery terms and conditions, and may also contain a forecast regarding the expected volume of Contractual Performances required by us (Forecast). Framework Orders 0150 even when they contain the expected performances – do not give rise to any obligation on our part to order Contractual

Performances, unless otherwise expressly agreed in writing. On the basis of a Framework Order, the Contractor undertakes that, based on our Order, it will provide Contractual Performances under the terms and conditions stipulated in the Framework Order. Any contractual obligations, in particular, the obligation to take over and/or payment obligations, shall arise on our part after the placement of an individual Order.

1.17 **Contractor** shall mean the provider of performances.

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

- 2.1 Unless otherwise agreed in a particular case, any contracts on the procurement of services involving works protected by copyright, in particular, IT Services and/or TC Services, shall only be concluded on the basis of these General Purchasing Terms and Conditions. Any conflicting or differing conditions of the Contractor shall be binding for us only if we have expressly acknowledged them in writing. These General Purchasing Terms and Conditions shall also apply in the event that, despite the knowledge of conflicting or differing conditions of the Contractor, we accept the Contractor's performances without reservations.
- 2.2 If the applicability of the Contractor's licensing conditions / Contractor's conditions for the right of use has been agreed in individual cases (solely in writing), only the provisions on the nature and the extent of the rights of use shall be applied. The provisions beyond the scope of these regulations shall not be applied, especially when they regulate claims arising from defects or liability.
- 2.3 Licensing conditions of third parties / conditions of third parties for the right of use shall only apply if we have expressly consented to them in the Order in writing.
- 2.4 These General Purchasing Terms and Conditions shall apply vis-a-vis companies and legal entities governed by public law, and to all future contracts for the procurement of IT Services and/or TC Services.

## **3. Conclusion of Contract**

The contract shall be concluded on the basis of our written confirmation (Order, written order on the basis of Framework Order or signing of contract). Only our Order, our orders based on the Framework Order or a signed contract, and where applicable, our documents for technical, commercial and/or legal selection procedures, or our call for tenders or our specification of performances shall be decisive for the content and scope of the Contractual Performances, unless otherwise agreed in writing.

## **4. Provision of Contractual Performances**

- 4.1 The Contractor shall be obliged to make every effort within the framework of its contractual and statutory obligations to duly provide the Contractual Performances and to attain the Outcome agreed in the Order or in the contract. The Contractor shall comply with the current state-of-the-art and our applicable (quality) standards, working methods, regulations concerning operational means, standards and our internal regulations. These include, in particular, industrial standards for secure development, and our IT security guidelines (software general guidelines for IT security), which we will provide to the Contractor in full on request. Part of the security guidelines shall be provided prior to the award of the contract.
- 4.2 As part of the provision of Contractual Performances, the Contractor shall be obliged to comply with the current state-of-the-art with regard to data and systems security according to the ISO 27001 standard, safeguarding, in particular, our systems in accordance with the current state-of-the-art against unauthorised access by third parties (e.g. against hacker attacks), and against unsolicited sending of data (e.g. spam). The Contractor shall be obliged, in particular, to comply with our settings for IT security (specific values for system configuration) which we will provide to the Contractor in full in the event of the award of a contract to the Contractor. Part of the configuration for IT security shall be provided prior to the award of contract.
- 4.3 With regard to data and systems security, according to ISO/IEC 27001 standard, the Contractor shall be obliged to submit an ISO 27001 certificate. If the Contractor does not have a ISO 27001

- certificate, the Contractor may complete the questionnaire on information security, which is intended to determine the level and quality of information security.
- 4.4 Prior to the handover of the Deliverables, in particular, software and data storage devices, the Contractor shall scan them with a up-to-date anti-virus programme and shall ensure that the Deliverables do not contain malware, viruses or worms, Trojan horses, etc. The Client may check the security status of these Deliverables at any time. The Contractor shall provide and employ carefully selected and trained employees, and shall ensure the provision of Contractual Performance in a timely manner. The contact partner appointed by the Contractor / Contractor's project manager shall plan, coordinate and monitor the provision of Contractual Performances, and our cooperation.
  - 4.5 If the subject-matter of the Contractual Performances is the attainment of a certain Outcome, the principal obligation of the Contractor is to ensure that the Contractual Performances are technically documented and that we are, upon request, sufficiently informed of the status of the Contractual Performances.
  - 4.6 Software shall be delivered to the Client with user documentation, unless it is standard software, including the source code and programming documentation.
  - 4.7 The Contractor shall be obliged to familiarize itself with all safety guidelines and regulations concerning occupational health and rules of discipline applicable in the place of performance which may be obtained at the website [www.vwgroupsupply.com](http://www.vwgroupsupply.com) and which we will provide to the Contractor upon the latter's request. The Contractor shall be obliged to comply with the guidelines and regulations and to ensure that the employees employed by the Contractor and the third parties / subcontractors under these General Purchasing Terms and Conditions comply with the guidelines and regulations.
  - 4.8 The Contractor's access to our systems via remote data transfer shall only be permitted based on our express written consent. The Contractor shall be obliged to familiarize itself with valid safety guidelines and concepts which we will provide to the Contractor upon the latter's request. The Contractor shall be obliged to comply with the guidelines and concepts and to ensure that the employees employed by the Contractor and the third parties / subcontractors employed in compliance with these General Purchasing Terms and Conditions comply with the guidelines and concepts. Access to our infrastructure may only be requested for the components which are directly required for the provision of the Services ("need to know" principle).
  - 4.9 The Contractor and its employees and/or subcontractors shall only be entitled to use the IT resources provided by the Client for the provision of the Contractual Performances. It is not permitted to store passwords or disclose them to third parties. Passwords must be changed after 90 days. The Client shall be entitled to prohibit or withdraw access rights if the employees and third parties / subcontractors employed in compliance with these General Purchasing Terms and Conditions cause security incidents due to their activities.
  - 4.10 The Client reserves all rights to technical requirements profiles, drawings, depictions, calculations, samples and other documents provided to the Contractor, in particular, the property rights and copyrights. The Contractor shall not be entitled to make these materials and documents available to third parties without our express written consent. These materials and information may only be used for the provision of the Contractual Performances and must be returned to us, without a request, after the completion of the Contractual Performances.
  - 4.11 Unless otherwise stipulated in the Order, the Contractor shall provide all the necessary Infrastructure Services without any additional costs being incurred by us.
  - 4.12 On the basis of our request, the Contractor shall offer the Support Services under standard market conditions.
  - 4.13 The Contractor shall provide the Contractual Performances based on an agreement with us. If the Contractor considers that the information and materials we have provided are incomplete or incorrect, the Contractor shall notify us thereof without undue delay.
  - 4.14 A delivery note containing our order data (number and date of the Order, cost centre) shall be annexed to each delivery of Deliverables.

- 4.15 The Contractor undertakes to return or delete all data, documents or materials received in connection with the Contractual Performance, except for those connected with subsequent maintenance and support.

## **5. Delivery and Performance Deadlines, Consequences of Delay**

- 5.1 The agreed delivery and performance deadlines shall be binding. If circumstances arise due to which the delivery and performance deadlines cannot be met, the Contractor shall inform us thereof in writing without undue delay. Any postponements of delivery and/or performance deadlines shall be agreed with us in writing, otherwise they shall be invalid.
- 5.2 If delivery and/or performance deadlines for which the Contractor is responsible are exceeded, a contractual penalty in the amount of 0.08% of the agreed net remuneration shall be payable for each working day that they are late, up to a maximum of 5% of the agreed remuneration.
- 5.3 In the event of delay on the part of the Contractor, the Client shall enjoy statutory rights and entitlements in addition to the contractual penalty referred to in Section 5.2 hereof. The entitlement to compensation for damage shall not be affected by the payment of the contractual penalty.
- 5.4 The provisions of Section 5.2 hereof shall only apply if no other contractual penalties regarding the failure to meet the deadlines have been agreed in the contract.

## **6. Limitations in the Provision of Contractual Performances**

If the Contractor is, in its own opinion, limited for whatsoever reason as regards the provision of the Contractual Performances or has a reason to believe that such a limitation may arise, the Contractor shall be obliged to inform us thereof in writing without undue delay and arrange with us appropriate remedial measures.

## **7. Rights to Outcomes / Works**

- 7.1 With respect to all copyright-protected Outcomes / works which are the subject-matter of Contractual Performances [standard software (also as regards downloads), individual software, customized software, documentation, concepts, graphical depictions, etc.], we shall acquire exclusive, transferable rights of use (licence) not limited in terms of time, content and space and with the right to sub-license them.
- 7.2 We shall be granted a licence for any use of the Outcomes / works which are required to meet our requirements 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.
- 7.3 The Contractor shall ensure that all rights to employee works 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 according to Sections 7.1 and 7.2 hereof.

## **8. Property Right**

- 8.1 The Contractor shall transfer to the Client the property rights to the handed over Deliverables at the moment of their creation and in their respective state of processing.
- 8.2 The Contractor undertakes to ensure the Client's property right to the Deliverables free from any rights of third parties.

## **9. Place of Performance and Passage of Risk**

- 9.1 The place of performance for all supplies and Services shall be the factory site for which the Contractual Performances are intended. If such a place is not stipulated, the place of performance shall be J. Jonáša 1, 843 02 Bratislava.

- 9.2 The risk of accidental destruction or accidental deterioration of the supplies or performances shall pass at the moment of handover or takeover at the place of performance determined by us. In the event of partial supplies and performances, the risk shall pass after the full provision of the supply or performance.

## **10. 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 copyrights, which are needed to provide the Contractual Performances, from authors / right holders or from companies that administer such rights. The Contractor shall indemnify us against all claims of third parties which are based on the Contractor's failure to comply with this obligation or the Contractor's failure to comply with the obligation to a sufficient extent, unless the failure has not been caused by the Contractor.

## **11. Takeover**

If the Contractual Performances represent performances under a works contract and/or if takeover of the Contractual Performances has been agreed, the takeover shall be carried out according to the following provisions:

- 11.1 The Contractor shall notify us in writing that the Contractual Performances are ready for handover. We shall examine the Performances within 8 weeks after the notice; to this end, continuous functionality testing under (simulated) conditions shall be carried out during 10 consecutive working days. Any defects which arise during the functionality testing shall be recorded in the minutes.
- 11.2 If there are only immaterial defects which only jeopardise the intended use of the Contractual Performances insignificantly, we will declare the performances to be taken over. The takeover of partial performances shall not limit us in the claiming of defects of the partial performances which have already been taken over, provided that such defects only emerge based on the interaction with system parts.
- 11.3 The Contractor shall be obliged to remove any defects that prevent the takeover without undue delay and resubmit such performances for takeover. The provisions of Sections 11.1 and 11.2 hereof shall also apply, mutatis mutandis, to the repeated takeover of performances.
- 11.4 If needed, the Contractor shall have the right and the obligation to provide additional performance. The obligation to provide additional performance shall not change the agreed delivery / performance deadlines or the legal consequences of delay, if any. In the event of a failure of a second attempted additional performance and expiry in vain of the reasonable deadline provided by us, we may, at our discretion, either execute the performance at our own expense or at the expense of the Contractor or ensure the execution of the performance, or we may withdraw from the contract or terminate it by notice. In the case of partial withdrawal or termination of the contract by notice, the Contractor shall receive remuneration only for the Contractual Performances which are free from defects and have been taken over and which do not relate to the partial withdrawal or, as the case may be, which have been provided after the notice was served, provided that they are of economic and sensible use to us. That shall be without prejudice to the right to compensation for damage or costs.

## **12. Handover**

If the Contractual Performances represent performances under the works contract and/or if handover of the Contractual Performances has been agreed, the handover shall be carried out according to the following provisions:

- 12.1 The Contractor shall notify the handover of the Contractual Performances in writing at least 10 working days in advance and shall agree with us on the place and time of the handover.
- 12.2 Upon our request, the Contractor shall subject the Contractual Performances, in our presence, to the functionality testing under (simulated) conditions and shall demonstrate that the Contractual Performances correspond to the specifications determined in the Order (inspection upon handover).
- 12.3 If there are only immaterial defects which only jeopardise the intended use of the Contractual Performances insignificantly, we will confirm their handover.
- 12.4 The Contractor shall be obliged to remove any defects that prevent the handover without undue delay and resubmit such Contractual Performances for handover. The provisions of Sections 12.1 and 12.3 hereof shall also apply, mutatis mutandis, to the repeated handover of performances.
- 12.5 Article 11.4 hereof shall apply accordingly in regard to the right of rectification.

### **13. Duty to Inspect, Defects Complaint Procedure**

If takeover or inspection upon handover has not been agreed and we have the statutory duty to inspect and submit complains about defects, we shall notify any apparent defects within 2 weeks after the takeover / handover and other defects within 2 weeks after they have been discovered.

### **14. Remuneration**

- 14.1 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 to return packaging shall only apply on the basis of a special agreement; upon our request the Contractor shall take back the packaging at its own expense. 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 Sections 7.1 through 7.3 hereof.
- 14.2 If the Order or the contract stipulates remuneration according to hours worked, the Contractor shall submit timesheets of its performances confirmed by our signature. The Contractor shall submit timesheets for signature on a weekly basis.

### **15. Travel and Accommodation Costs**

Travel and accommodation costs shall only be reimbursed if such is specifically stipulated in the Order or the contract and provided that the business trip and the costs incurred have been agreed with us in advance.

### **16. Payment Conditions**

- 16.1 The payment conditions are regulated in individual contracts.
- 16.2 The remuneration shall be considered as net remuneration and shall be paid after addition of the statutory value added tax.
- 16.3 The Contractor shall have the right to offset amounts and the right of retention in the statutory scope.

### **17. Delayed Payment**

- 17.1 If payment is delayed due to a fault on our part, the Contractor shall be entitled to demand default interest of a maximum total amount of 5% of the value of the contract.
- 17.2 The Contractor shall have the right of retention with respect to the Contractual Performances due to our delay with payment if we are in delay with the payment of a significant amount and we have failed to make the payment despite written notification of the right of retention, a subsequent written reminder and a written stipulation of a reasonable payment deadline of at

least 4 weeks.

## **18. Taxes**

- 18.1 The Contractor shall be obliged to pay all taxes of any kind relating to the payments made by the Client or entitled beneficiary (in this Article 18, jointly referred to as the “Client”) which the Contractor pays in the country of its registered office.
- 18.2 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.
- 18.3 The Contractor shall be obliged to pay income taxes collected or withheld on behalf and for the account of the Contractor in the country of the Client’s registered office in compliance with the Double Taxation Treaty concluded between the country of the Client’s registered office and the country of the Contractor’s registered office. The Contractor shall also be obliged to pay such taxes if a Double Taxation Treaty has not been concluded between the countries of the Client’s and Contractor’s registered offices. In such a case, the provisions of the Slovak Income Tax Act shall be taken into account.
- 18.4 The term “tax” shall include all present and future taxes, levies, duties and fees (including interest, penalties and other surcharges) collected by the public or state administration or by the tax administration in relation to the contractual payment.
- 18.5 Prior to each payment, the Client shall be obliged to check whether it is obliged, according to the national laws in conjunction with the Double Taxation Treaty (if any), to withhold income tax on behalf and for the account of the Contractor. If license fees and/or other remunerations are paid in one payment together with the remuneration for the provided Services, the Client shall be obliged to check the tax regulations with respect to each type of performance individually.
- If a certain amount is to be withheld, the Client shall be obliged as follows:
- a) The Client shall immediately notify the Contractor of such a request.
  - b) Where the Double Taxation Treaty presumes a reduced tax rate or an exemption from withholding of tax, the Client shall make every effort possible to ensure taxation of the payment for the Contractor is in compliance with the provisions of the Double Taxation Treaty. Upon request of the Client, the Contractor shall provide the Client with a form or document required to make the contractual payment with reduced tax or exclusive of tax (provided that the completion, application or submission of the relevant form or document shall not jeopardise the legal or economic position of the Contractor). Any such form or document shall be prepared and completed correctly and to the satisfaction of the Client, and shall contain any necessary confirmation if appropriate and feasible.
  - c) The Client shall pay to the relevant authority the required withholding tax in full, on behalf and for the account of the Contractor.
  - d) The Client shall send the Contractor a proper withholding tax certificate documenting the payment of the withholding tax to the state tax authority. The tax certificate shall clearly state that the Contractor is the taxpayer, and the amount of withholding tax and the date of tax payment. The tax certificate shall be issued in the language of the Client’s country or in English.
- 18.6 In principle, cross-border transactions cannot be effected between the Client and the Contractor, except if the Contractor does not have its registered office or establishment in the relevant country, or any subcontractor who could deliver the performances the Contractor has undertaken to deliver. The Contractor shall require prior written consent from the Client to authorise a subcontractor.
- 18.7 This Article 18 hereof shall only take legal effect in the case of cross-border performances; this Article 18 hereof shall not apply to domestic business activities.

## **19. Warranty Period and Claims Arising from Defects**

- 19.1 The warranty period for Contractual Performances shall be 24 months after their handover or takeover.

- 19.2 Except for Services, in the case of defective Contractual Performances we shall be entitled to request, at our own discretion, additional performance (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 our notification of the defects of the Contractual Performance. The Contractor shall bear all the costs incurred in relation 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 additional performance fails twice, we shall be entitled:
- to remedy the defect on our own or have a third party remedy the defect, and request from the Contractor compensation of the costs needed for that purpose; or
  - to reduce the agreed remuneration accordingly; or
  - to withdraw from the contract and request a refund of the remuneration already paid; and
  - to request compensation for damage suffered due to the defect, and compensation for the costs we have incurred due to relying on purportedly defect-free Contractual Performances.
- 19.3 If the Contractor provides us with software components as part of software maintenance, the defects of such software components, and the defects that arose during the interaction of the software (components) with the serviced software shall be removed according to the provisions of the servicing contract. If the servicing contract terminates before the expiry of the limitation period for claims arising from defects, in regard to such defects we shall have the rights referred to in Section 19.2 hereof in the full extent.

## **20. Infringement of Rights**

- 20.1 The Contractual Performances must not be burdened by any third party rights (including industrial property rights and copyrights) so that the use or utilisation of the performances according to the contract will not be limited or impossible.
- 20.2 If the Contractor learns that the Contractual Performances infringe upon third party rights, the Contractor shall be obliged to inform us 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 us 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 on our part. If the relevant rights are not acquired or the alternative solution is not provided by a reasonable deadline, we shall be entitled to withdraw from the contract and request compensation for damage.
- 20.3 The Contractor shall indemnify us, in the full amount and without limitation, for all claims of third parties and related costs claimed due to the infringement of third party rights. This shall not apply if the infringement of third party rights has not been caused by the Contractor, e.g. if the infringement of rights is caused by the use of Contractual Performances on our part and such a use is inadmissible according to the Contractor's conditions of use (e.g. inadmissible interfacing of software with third party software). The Contractor shall be obliged, in particular, to bear the costs of legal services for the purpose of its defence. If needed, we will support the Contractor, in a reasonable extent and at the Contractor's expense, in a defence against third party claims. We shall be entitled to conduct a defence on our own, however, in doing so, we shall act in agreement with the Contractor. In such a case, the Contractor shall be obliged to pay the necessary costs.
- 20.4 Where the Contractual Performances are intended for serial production (production materials), the provisions referred to in Article XII(1) through (6) of the Purchasing Terms and Conditions for Production Materials, which are available for the VW brand at [www.vwgroupsupply.com](http://www.vwgroupsupply.com) in Section "Production Materials Procurement" and which we will make available to the Contractor upon request, shall apply to patents as additional provisions.



**21. Author Involvement**

The Contractor shall indemnify us for all claims made against us by authors participating in the achievement of Outcomes.

**22. Open Source**

22.1 The use of Open Source software in relation to the Contractual Performances shall only be permitted on the basis of our prior written consent.

22.2 If the Contractor uses Open Source software without our prior written consent, the Contractor shall be obliged, at our request, to make every effort to replace the Open Source software with other equivalent proprietary software.

22.3 The Contractor shall indemnify us, in the full amount and without limitation, for all claims of third parties and related costs claimed due to the use of Open Source software without our prior consent.

**23. Licensing Audit**

The Contractor shall only be entitled to carry out licensing audits (inspections of compliance with regulations governing user rights to software provided to us by the Contractor) if

- there is a reasonable suspicion that we have exceeded the conditions concerning user rights;
- the Contractor has notified us of the reasonable suspicion in writing at least 2 months prior to the audit;
- the audit is to be carried out solely by a third party that is a lawyer or tax consultant and that has the statutory obligation to maintain confidentiality, including our employees, without the third party having separate access to our systems; and
- the date and time of the audit and the method of conducting the audit have been agreed with us duly and at least 2 weeks in advance.

During an audit, the Contractor shall not be entitled to copy any data, unless we have granted express consent to the Contractor on a case-by-case basis.

**24. Liability**

24.1 We shall be entitled to claim from the Contractor compensation for any damage caused by the Contractor or Contractor's bodies, employees and by other persons working for the Contractor, representatives or third parties authorised by the Contractor, provided that the damage relates to warranty, promise or breach of Contractor's obligations (in particular, damage due to defects, hidden defects, damage to property and consequential damage to property, and unnecessary costs). If the damage relates to a breach of obligations, the Contractor shall not be liable for the damage if it proves that the breach of obligations is not its fault. In addition, we shall be entitled to a statutory claim to compensation for damage.

24.2 The Contractor shall be obliged to maintain liability insurance for damage caused by operation with the sum insured appropriate to the risk of the Contractual Performances and, at our request, shall demonstrate the existence of the insurance without undue delay.

**25. Limitation Period**

The statutory limitation periods shall apply.

**26. Protection of Personal Data**

If the Contractor gains access to personal data during the provisions of Contractual Performances, the Contractor shall be obliged to comply with personal data protection regulations valid in the Slovak Republic, in particular, to obtain, process and/or use the personal data solely for the purposes of providing the Contractual Performances, to oblige its employees to protect personal data and inform them of the personal data protection regulations which shall be observed. We shall be entitled to prohibit or withdraw access rights if the employees and third parties / subcontractors employed in compliance with these General Purchasing Terms and Conditions cause security incidents due to their activities.

**27. Confidentiality**

The Contractor shall be obliged to maintain confidentiality of the business relationship with the Client, and of all confidential information of technical or commercial nature. The obligation to maintain confidentiality shall survive the completion or full performance of the Order or the contract for a period of 10 years.

**28. Subcontractors**

The provision of Contractual Performances by subcontractors shall be subject to our prior written consent (from the Procurement Department) which may not be unreasonably withheld. The Contractor shall be entitled to engage subcontractors for Support Services provided we have been notified thereof in advance, or the same has been appropriately agreed with us. The Contractor shall be obliged to ensure that the engaged subcontractors will undertake in writing to comply with the obligations concerning personal data protection and confidentiality and the Contractor shall be obliged to prove such to us upon our request.

**29. References and Advertising**

The Contractor shall only be entitled to refer to the business relationship with the Client in advertising or in other materials with our prior written consent (from the PR Department). This shall also apply to the use of our trademarks, trade designations and other designations.

**30. Inspection Clause**

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. The right may be exercised at any time, based on prior notification.

**31. Export**

If, according to the Order or the contract, the Contractual Performances are expressly or, in the Contractor's opinion, obviously intended for export, the Contractor shall be obliged, without any additional remuneration, to indicate in the delivery documents all the necessary data to enable us to report the data required according to the EU and the US export control regulations and according to other relevant customs regulations and to enable us to take other necessary steps.

**32. Non-Assignment Clause**

Any assignment of contractual rights or obligations by the Contractor shall be subject to our prior written consent. Without our prior written consent, which shall not be unreasonably withheld, the Contractor shall not be entitled to assign its claims against us or have them recovered by third parties. If the Contractor assigns its claim against us without our consent, the assignment shall nevertheless be effective; however, in such a case, we may, with a discharging effect, choose to perform in favour of the Contractor or the third party.

**33. Jurisdiction**

General courts of the Slovak Republic shall have jurisdiction.

**34. Governing Law**

Legal regulations valid in the Slovak Republic shall be applied with the exclusion of the rules on conflict of laws. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

**35. Language of the Contract**

These General Purchasing Terms and Conditions have been executed in the German, English and Slovak languages; the Slovak version shall be the authoritative version.

**36. Unilateral Change of Purchasing Terms and Conditions**

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

36.2 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 to the changes of the purchasing terms and conditions.