

GENERAL TERMS AND CONDITIONS OF PROCUREMENT OF VOLKSWAGEN GROUP ITALIA, EUROCAR ITALIA, EUROCAR TECH

PART C: SPECIAL PROVISIONS FOR SERVICES AND WORK CONTRACTS

The following special provisions shall apply in addition to or in deviation from the provisions in Part A to services and work contracts.

1. WARRANTY

- 1.1 On acceptance of the specific services, the Contractor warrants that its services and those of its subcontractors and suppliers have the expressly stipulated and usually assumed characteristics and, in particular, that they correspond to the current technological state of the art. The Contractor shall provide a warranty for any defect that is present at the time of handover or acceptance and that becomes apparent within the statutory warranty periods.
- 1.2 In the event of defects, the Client may, at their discretion, demand rectification of defects or new delivery/reproduction. If the Contractor cannot reasonably be expected to remedy the defect, it must deliver a defect-free copy or manufacture a new one.
- 1.3 If the Contractor refuses subsequent fulfilment on the basis that subsequent fulfilment has failed, if it is unreasonable for the Client or if the Contractor does not comply with the Client's request for subsequent fulfilment within a period that is reasonable in the individual case, the Client shall be entitled to further statutory claims for defects, including the right to self-performance in the case of services under a contract for work and services. In this case, the Client shall also be entitled to compensation for the actual costs incurred in remedying the defect.

2. CONTRACTOR'S LIABILITY

- 2.1 The Contractor shall be liable for the proper performance of the service/work and for compliance with the statutory provisions, in particular those relating to intellectual property rights, competition law and data protection law. The Contractor shall be liable for all direct and indirect damage for which it is responsible, including all consequential damage, unless it can prove that it is not at fault for the damage that has occurred.

3. RIGHTS TO THE SERVICES AND/OR WORK UNDER THE CONTRACT FOR WORK AND LABOUR

In addition to or in deviation from Part A Section 13, the following is agreed with regard to the rights to services and contractual work:

- 3.1 In principle, the Client shall be entitled to all results arising within the scope of the order (including test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, CAD data sets and other documents). The Client shall receive free, exclusive, irrevocable, transferable and sub-licensable rights of use to all contractual services, including the developed software, unlimited in terms of time, place and subject matter; this also includes the Client's right to reproduce and edit. If the Contractor engages subcontractors, it shall ensure through appropriate contractual agreements that the subcontractors also provide the Client with the aforementioned results and rights of use. Any utilisation of the contractual services by the Contractor or third parties requires the prior written consent of the Client.
- 3.2 Insofar as innovations (including in particular inventions, technical improvement proposals, know-how, but also other individual intellectual and creative achievements) arise during the provision of the contractual services, the Contractor must inform the Client thereof and submit all documents required for the evaluation of the innovations. The Client alone is authorised to file applications for industrial property rights. The Contractor shall make use of such innovations in relation to its employees in a timely and unrestricted manner and shall support the Client in obtaining the property rights, in particular by making the necessary declarations. Should the Client waive registration to the Contractor in writing, the Contractor shall be entitled to register the corresponding property right at its own expense. The Client shall be entitled to a exclusive, free-of-charge, transferable right of use, unlimited in terms of time, space and content, to the industrial property rights granted to the Contractor as a result. The Client and the Contractor shall each bear the costs of employee invention compensation for their own employees only.
- 3.3 The Client declares that it accepts the transfer of all rights. Cancellation or termination of the contract for work, for whatever reason, shall not affect the reciprocal rights and obligations under this clause.

The Contractor

Pursuant to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, the Contractor declares that it specifically approves the following clauses: 1. Warranty; 2. Contractor's liability; 3. Rights to the services and/or work under the Contract for work and labour.

The Contractor
