

GENERAL TERMS AND CONDITIONS OF PROCUREMENT OF VOLKSWAGEN GROUP ITALIA, EUROCAR ITALIA, EUROCAR TECH PART A: GENERAL SECTION

1. DEFINITIONS

The following terms and abbreviations shall have the following meaning in these Terms and Conditions of Procurement unless the context requires otherwise:

“**Branding**” has the meaning given in Section 13.1.

“**Client**” means the Porsche Holding Group company in Italy, and, specifically, Volkswagen Group Italia S.p.A., Eurocar Italia S.r.l. and/or Eurocar Tech S.p.A., that enters into the Contract.

“**Contract**” means (i) (individual) orders or a framework order initiated by the Client, in either case in respect of an offer from the Contractor or a negotiation process or (ii) call-off by the Client based on a framework order or (iii) a contract or individual contract agreed between the Client and the Contractor.

“**Contracting parties**” includes both the Contractor and the Client and “**Contracting party**” means either of them as the context requires.

“**Contractor**” means the company or individual professional with whom it is contractually agreed to supply the Client with the products and services to be defined in more detail in the Contract.

“**Contractual Services**” means the services to be delivered by the Contractor under the Contract, including the supply of Deliverables.

“**Data**” means personal and non-personal data that (i) the Client transmits or makes accessible either itself or through an authorised third party to the Contractor, (ii) the Contractor generates, collects, stores or otherwise processes on behalf of the Client, or (iii) the Contractor generates, collects, stores or otherwise processes in a legally permissible way without being commissioned by the Client in connection with the provision of services and storage on media (or parts thereof) that are solely assigned to the Client at the time of storage.

“**Deliverables**” mean all tangible or intangible items that the Contractor provides to the Client for an indefinite or temporary period of time as well as all work results that are the subject or result of the Contractual Services; including Products, software, hardware, know-how, data carriers, training and other documents, documentation, information, materials and other content (e.g. graphics, films, photographs, concepts as well as access numbers, domains, sub-domains, telephone numbers, other identification numbers and signs that the Contractor sets up for the Client to use or registers within the scope of the Contractual Services.

“**Determination of performance**” means the recording of the status or progress of parts of the contractual performance by the contracting parties.

“**Intellectual Property Rights**” means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

“**Losses**” means direct, indirect, consequential and incidental damages and economic losses (including loss of profits, damage to reputation, interest, penalties, and reasonable professional and administrative costs and expenses (including other expenses of litigation), injury to reputation, exemplary damages for which the Client may be vicariously liable, liabilities, costs, settlements, proceedings, damages, injury claims, actions, demands and expenses.

“**Marks**” means the trademarks and business designations protected for the Client, as modified from time to time.

“**Porsche Holding Group**” means Porsche Holding GmbH and all legally independent companies in Austria and abroad that are directly and indirectly under the uniform management of Porsche Holding GmbH; this also includes companies under the management responsibility of Porsche Holding GmbH, in particular Volkswagen Group Retail Germany, Volkswagen Group Retail Spain, Volkswagen Group Italia, Volkswagen Group Sverige and Volkswagen Passenger Cars Malaysia Sdn. Bhd. and their related companies (all together also referred to as “**Related Companies**”).

“**Processing**” means any operation or set of operations which is carried out on personal and/or non-personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, extraction, use, disclosure by transmission, dissemination or any other way of making available, alignment or combination, restriction, erasure or destruction of data.

“**Product**” means the product(s) specified in the relevant Contract, which may include (a) the product(s) listed in the framework agreement; and (b) any other product(s) required from time to time by a Client (at its sole discretion) as notified to the Contractor in Written Form (having first consulted with the Contractor), which shall both include all necessary instructions for fitment and use.

“**REACH Regulation**” means Regulation (EC) No. 1907/2006 of the European Parliament and of the Council dated 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency and amending Directive 1999/45/EC and repealing Council Regulation (EEC) No. 793/93, Commission Regulation (EC) No 1488/94, Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC, as amended.

“**Sample**” means an approved sample of each of the range of Products, retained by the Client.

“**Subcontractor**” means a contractor who performs parts of the Contractual Services assigned to the Contractor and is contractually bound to the Contractor. Merely supplying materials or components required for the provision of a Contractual Service does not constitute a subcontractor service.

“**Text form**” requires a human-readable declaration in which the person making the declaration is named and which can be stored on a data carrier; this particularly applies to e-mails. Verbal or implied declarations are not sufficient to fulfil the text form requirement.

“**Written form**” means the requirement for a handwritten signature. Electronic transmission of declaration(s) complying with the written form requirement, for example by fax or as an attachment (scan) to an e-mail, is permissible. The written form within the meaning of these Terms and Conditions of Procurement may be replaced by the electronic form; in this case, at least a simple electronic signature through a signature provider (e.g. AdobeSign, DocuSign) is required instead of a written signature.

2. SCOPE OF APPLICATION AND CONTRACTUAL PRINCIPLES

2.1. These Terms and Conditions of Procurement shall apply to all orders and commissions placed by the Client now and in the future. None of the Contractor's conflicting terms and conditions of sale and delivery shall apply and they shall not be binding on the Client even if the Client does not expressly object to such terms and conditions. No provisions deviating from these Terms and Conditions of Procurement shall be effective unless expressly recognised by the Client in Written form. In the event of overlaps with any of the Contractor's General Terms and Conditions of the Contractor, these Client Terms and Conditions of Procurement shall take precedence.

2.2. The contractual principles are in the following order of priority:

1. the (framework) agreement executed (including the Client's specifications),
2. the specific Terms and Conditions of Procurement (Part B-D),
3. these General Terms and Conditions of Procurement (Part A),
4. the relevant purchase order,
5. the Client's technical, commercial and/or legal tender documents,
6. the commercial and technical content of the Contractor's offer.

In the event of contradictions, the first-listed provisions shall always take precedence over subsequent provisions; any gaps shall be filled by the subordinate provisions.

2.3. In addition to these General Terms and Conditions of Procurement, further specific Terms and Conditions of Procurement for certain deliveries/services, and specific delivery guidelines or the regulations for hazardous substances there shall apply, if applicable. The Contractor shall receive such guidelines separately as part of the tender, order and/or finalisation of the Contract. In addition, the Volkswagen Group's requirements for sustainability in relations with business partners (Code of Conduct for Business Partners) in the currently valid version, available at www.volkswagen-group.it and www.eurocar.it, are expressly agreed to apply. Furthermore, the Contractor declares that it is aware that the Client has adopted an Organizational and Management Model pursuant to Legislative Decree 231/01 (hereinafter “Model 231”) and that it has read and accepted its contents and undertakes to comply with the requirements, ethical principles, and rules set forth therein. The current version of Model 231 is available for Volkswagen Group Italia S.p.A at www.volkswagen-group.it and for Eurocar Italia S.r.l. and Eurocar Tech S.p.A www.eurocar.it. Among other things, it establishes the values that the Client is inspired by in order to achieve its objectives and which it promotes in its commercial relations, also with a view to avoiding the commission of the offences established by Legislative Decree No. 231/2001 and subsequent amendments and additions. The Contractor undertakes to immediately notify the Client of any events that may be detrimental to the principles and rules contained in Model 231 and, in particular, the occurrence of events that constitute non-compliance with the provisions of the aforementioned Legislative Decree 231/01. Any violation by the Contractor of the provisions of Model 231, as well as of the Code of Conduct for Business Partners, shall result in the termination of the contract, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, as well as the obligation to compensate the Client for any damages suffered.

2.4. The Contractor, as of now, allows to the Related Companies within the meaning of Section 1 the possibility to obtain, if requested, the same Contractual Services, obliging himself to apply the same conditions of the Contract offered to the Client.

3. OFFERS, REMUNERATION, QUANTITY STRUCTURE AND CONTRACT FINALISATION

3.1. All offers must be submitted by the Contractor to the Client in Written form and signed by the Client or submitted through the Client's digital procurement systems. Templates and forms provided by the Client must be used in full and unaltered, if available.

3.2. Unless expressly agreed to the contrary, all prices are net prices in EUR. All expenses and cost factors to be incurred for the entire Contractual Services must be taken into account and factored into the prices quoted. All transport, shipping, packaging and insurance costs are included in the quoted prices unless otherwise agreed in Written form. The Contractor shall be liable for complete performance of the Contractual Services. No travelling and accommodation costs or other expenses shall be reimbursed to the Contractor unless a detailed breakdown has been agreed in Written form in advance.

- 3.3. No verbal agreements and arrangements are recognised. Where the Client issues an enquiry/tender, the Contractor shall be bound by its offer for the period specified therein, unless a different period has been specified by the Client. The binding period shall be four weeks from receipt of the offer by the Client in the absence of a different period agreed by the Contracting parties. The Contractor's offers shall not constitute an entitlement to the award of an order or to any remuneration irrespective of any preparatory work required to submit an offer to the Client.
- 3.4. The Client shall not be subject to any obligations with regard to commissioning and minimum quantities unless the Client has confirmed any fixed quantities in Written form and signed by the Client.
- 3.5. A Contract is only finalised upon written confirmation by the Client. In the exceptional case of verbal orders, these must be confirmed in Written form by the Contractor immediately, but in any case within two working days. If no confirmation is received by the deadline, the order placement shall be invalid.
- 3.6. Any amendments or additions to a framework agreement must be expressly agreed in Written form and signed by each of the contracting parties. Changes or additions to orders or call-offs from a digital ordering system are permitted in Text form.
- 3.7. If the Contractor does not accept the order within five working days of receipt, the Client shall be entitled to cancel the order.

4. SERVICE PROVISION

- 4.1. The Contractual Services shall be provided in accordance with the Contract and on the basis of applicable statutory provisions, the current state of science and technology and with the level of skill and care which would reasonably and ordinarily be expected of a highly skilled and experienced person in the industry. The Contractor must ensure that it has all legal authorisations required for the provision of Contractual Services, in particular trade licences, concessions, etc., throughout the entire business relationship. The Contractor must comply at all times with all relevant statutory and official regulations and all other provisions, in particular in connection with hazardous goods/materials (e.g. REACH regulation), and indemnify the Client against all Losses arising out of or in connection with any claims by third parties due to violations by the Contractor. The situation at the time of execution of the respective Contractual Services shall be decisive.
- 4.2. If necessary, both contracting parties shall appoint contact people for all information to be exchanged on site (at the place of delivery and/or service fulfilment). Coordination meetings are held at regular intervals between the contracting parties' contact people to discuss the content and implementation of the Contractual Service provision and to exchange all information necessary for fulfilment of the Contract. Whenever personnel are replaced or new employees are trained, the Contractor shall ensure that the Contractual Services continue to be provided to the agreed quality. The Contractor undertakes to inform the Client comprehensively and – unless otherwise agreed – free of charge in respect of all details and potential about the Products and Contractual Services ordered, in particular about storage regulations, application specifications and instructions for use of the individual Products, and to offer training if necessary.
- 4.3. If the Contractual Services are provided on the Client's premises or its branches, they shall be provided in accordance with the Client's technical and organisational specifications.
- 4.4. The place of performance shall be as specified in the Contract. Unless otherwise agreed in Written form, delivery shall be made in accordance with DDP (Incoterms 2020) at the Client's registered office.
- 4.5. The risk of accidental loss or accidental deterioration of the Deliverables shall only pass to the Client upon handover or acceptance at the respective destination as specified in the order and, in the case of partial deliveries or services, only when the Contractual Services have been rendered in full.
- 4.6. Force majeure, arising from acts, events, omission or non-events beyond the reasonable control of the contracting parties, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Contractor or its employees, agents or sub-contractors or any other failure in the relevant Contractor supply chain ("Force Majeure Events") shall, subject to Sections 4.7 and 4.8, release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties must provide the necessary information without delay within the limits of what is reasonable and adjust their obligations to the changed circumstances in good faith.
- 4.7. If the Contractor is delayed or prevented from performing its obligations under the Contract due to a Force Majeure Event, the Contractor shall:
 - 4.7.1. give notice in Written Form of such delay or prevention to the Client as soon as possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - 4.7.2. use best endeavours to mitigate the effects of such delay or prevention on the performance of its obligations; and
 - 4.7.3. resume performance of its obligations as soon as possible after the removal of the cause of the delay or prevention.
- 4.8. A contracting party cannot claim relief under Section 4.6 if a Force Majeure Event is attributable to that contracting party's wilful act, neglect or failure to take all reasonable precautions against the relevant Force Majeure Event.

5. WARRANTY AND GUARANTEE

- 5.1. If the Contractor fails to perform the Contractual Services in accordance with the Contract, and/or if any Deliverables fail to comply with the requirements of the Contract, the Client shall be entitled to any one or more of the following remedies at the sole discretion of the Client:

- 5.1.1. to demand the Contractor, replace, repair or reinstate the relevant Deliverables;
- 5.1.2. to remedy the defect itself or have it remedied by a third party and to recover all Losses incurred in connection with the same from the Contractor;
- 5.1.3. to reduce the agreed remuneration under the Contract appropriately;
- 5.1.4. to demand cancellation of the Contract, to return any Deliverables or any part thereof to the Contractor and to reclaim any remuneration already paid under the Contract;
- 5.1.5. to demand compensation for all Losses caused to the Client due to the defect, including but not limited to those incurred by the Client in reliance on the receipt of the defect-free Contractual Services; and/or
- 5.1.6. to refuse any further supplies of the Deliverables or any or part thereof.
- 5.2. No exclusions or limitations of liability from warranty entitlement will be accepted.
- 5.3. All costs incurred in the course of subsequent fulfilment, including but not limited to any costs of repairing or replacing Deliverables and any installation and removal costs, shall be borne by the Contractor.
- 5.4. Statutory limitation periods apply. The limitation period shall be suspended upon notification of defects to the Contractor. If a defect has been notified to the Contractor within the statutory limitation period, the Contractor waives the defence of limitation.
- 5.5. If the Contractor grants a warranty, it must provide the Client with warranty conditions in Text form and define a written process for handling warranty claims.
- 5.6. Statutory provisions shall otherwise apply.

6. LIABILITY AND INSURANCE

- 6.1. The contracting parties shall be liable to each other within the scope of statutory provisions. In particular, the Contractor shall be liable for all damages, to specifically include indirect damages, including all consequential damages, which it has culpably caused in the course of the fulfilment of the Contract and/or provision of a defective work/service, as well as in accordance with the provisions of product liability law in force in the respective country. The Contractor shall bear the burden of proof that it is not at fault for the damage incurred.
- 6.2. If the Client is required to undertake a recall or safety campaign in respect of the Products at any time (including after termination of the Contract), the Client shall have the option to either:
 - 6.2.1. undertake such recall or campaign itself; or
 - 6.2.2. require the Contractor to undertake such recall or campaign, in each case at the cost of the Contractor. The Contractor agrees that if required, it shall also be involved in any such recall or safety campaign.
- 6.3. In addition, no claims for loss of profit against the Client may be asserted, unless the damage was caused intentionally or through gross negligence.
- 6.4. The Contractor must take out and maintain appropriate liability insurance with a sum insured appropriate to the risk of the Contract subject matter for the entire term of the Contract. The insurance policy, including the relevant insurance conditions and proof of payment of premiums, must be submitted to the Client within two weeks upon request. Evidence that the insurance continues to be in force must also be provided during the term of the Contract at the Client's request. In the absence of suitable evidence, the Client shall be entitled to terminate the Contract due to material breach of this agreement.

7. TERMINATION OF THE CONTRACT AND RIGHT OF WITHDRAWAL

- 7.1. Any termination of the Contract must be in Written form.
- 7.2. **Termination for cause by either contracting party**
Notwithstanding any other provisions in these Terms and Conditions of Procurement, either contracting party shall be entitled to terminate the Contract by giving written notice to the other contracting party if:
 - 7.2.1. the other contracting party commits a material breach of the Contract and, in respect of a breach that is capable of remedy, having received a notice in Text form fails to end or remedy the breach to restore the condition in conformity with the Contract within a 15-day grace period or the minor different period based on the Contract nature
 - 7.2.2. the other contracting party acts in a manner which in the reasonable opinion of the other could bring or tend to bring the good name of the other into disrepute; or
 - 7.2.3. **Right of withdrawal of the Contract**
The Client shall be entitled to withdraw the Contract, in respect of the whole or any part of the Contractual Services ordered, by giving notice to the Contractor at any time prior to delivery. In the event of cancellation in accordance with this Section 7.3, the Contractor shall only be entitled to remuneration for the Contractual Services completed up to the time of cancellation, accepted and demonstrated to be free of defects. The right to claim damages or reimbursement of expenses remains reserved.
- 7.3. **Termination for cause by the Client**
The Client shall be entitled to terminate the Contract immediately by giving written notice to the Contractor if:
 - 7.3.1. the Contractor violates statutory provisions, official regulations or the provisions of the framework agreement or these Terms and Conditions of Procurement, in particular in connection with criminal offences as well as in connection with violations of the Code of Conduct for Business Partners or Model 231 (see Section 2.3);
 - 7.3.2. the Contractor has taken actions, in particular entering into agreements with other companies, that are detrimental to the Client, contrary to common decency or contrary to the principle of competition;
 - 7.3.3. the Contractor has directly or indirectly promised or granted inducements to the Client's employees who are involved in the negotiation or execution of the Contract or has threatened or inflicted adverse consequences;

- 7.3.4. a company, person or organization that is involved in the importation and/or distribution and/or selling of vehicles or vehicle spare parts acquires, or may acquire, any interest in, or the business and/or any assets of, the Contractor and/or any of its affiliates; or
- 7.3.5. a Force Majeure Event occurs that affects all or a substantial part of the supply of the Contractual Services and which continues for more than 30 days.
- If any of the above-mentioned reasons applies, the Client shall be entitled to withdraw from either the entirety of the Contract that has not yet been fulfilled or from individual parts of it.
- 7.4. **Consequences of withdrawal or termination of the contract**
- On withdrawal or expiry of the Contract:
- 7.4.1. the Contractor shall not be entitled to any claims for performance or damages, under any indemnity or other reimbursement. The rights to Deliverables produced up to the time of termination shall be transferred to the Client upon such termination to the extent such rights have not so transferred;
- On termination or expiry for any causes of the Contract:
- 7.4.2. the Contractor will immediately cease using the Client's Branding and any marks capable of being confused with the Marks, including but not limited to any Client-specific signage and symbols. If the Contractor fails to do so, the Client or any third party appointed by it may enter onto the facilities of the Contractor or those of any third-party and perform in them, at the cost of the Contractor, any actions necessary to remove the Client's Branding as envisaged by this Section for which the Contractor hereby grants sufficient and irrevocable authorization. In the case of third-party premises, Contractor will procure such authorization in favour of the Client or any third party appointed by it.
8. **INSPECTION AND NOTIFICATION OBLIGATIONS**
- 8.1. If the Contractor has reservations about the intended type of execution or about the materials, studies, preparatory work or documents provided by the Client, these must be communicated to the Client immediately in Text form. The same shall apply if the Contractor recognises or ought to recognise that other information or requirements of the Client are incorrect, incomplete, unclear or unsuitable for execution.
- 8.2. The Contractor shall inform the Client immediately in Text form should changes or improvements become recognisable as expedient or necessary during the provision of Contractual Services and obtain a decision on possible changes to the Contractual Services.
9. **EMPLOYEE DEPLOYMENT**
- 9.1. The Contractor shall only deploy personally and professionally qualified employees to fulfil the Contractual Services. The Contractor shall bear all costs for replacement of employees and induction of replacement employees.
- 9.2. When deploying foreign employees, the Contractor must ensure that they have a valid residence permit and, if applicable, an additional work permit authorising them to carry out the gainful employment required for the provision of the Contractual Services.
- 9.3. The Contractor undertakes to pay its employees not less than the minimum remuneration prescribed by law, regulation or collective agreement or contractually agreed remuneration.
- 9.4. Notwithstanding the provisions included in the Section 10.1, the Contractor further undertakes to only commission subcontractors who also contractually undertake to employ only employees within the meaning of Section 9.2 and to pay them the remuneration described in Section 9.3.
- 9.5. The Contractor undertakes to comply with all labour and social law provisions in force at all times, in particular those relating to combatting wage and social dumping. Moreover, the Contractor undertakes to comply at all times with all the provisions in force on health and safety at work, including, in particular, Legislative Decree no. 81/2008 (Consolidated Safety Act) and subsequent amendments and additions.
- 9.6. If any employee of the Contractor raises a claim against the Client for payment of remuneration or for other reasons related to health and safety at work, the Contractor undertakes to provide the Client with all information necessary to defend the claim and to hold harmless and indemnify the Client, assuming full responsibility about the related claim, in conformity with the following 9.8. This shall also apply after termination or withdrawal of the contractual relationship between the Client and the Contractor.
- 9.7. Notwithstanding the provisions included in the Section 10.1, the Contractor further undertakes to obligate subcontractors commissioned by it in accordance with Section 9.2 and to provide the necessary information to the Client without delay if an employee of the subcontractor asserts claims against the Client.
- 9.8. If the Contractor deploys its employees abroad in the performance of the Contractual Services and tasks specified in the order, it undertakes that it will comply with all obligations under national and foreign law relating to labour, immigration, tax, social security and other obligations incumbent on it. The Client shall inform the Contractor in good time of the respective place of fulfilment.
- 9.9. Furthermore, the Contractor undertakes to indemnify the Client in full against all Losses arising out of or in connection with third-party claims resulting from the Contractor breaching its obligations under this Section 9 and to compensate the Client for any damage resulting from a culpable breach of these obligations.
- 9.10. The Contractor must subject all persons it deploys to perform the Contractual Services due on Client company premises to an anti-terrorist screening prior to them commencing their activity. To this end, the surname, first name, date and place of birth must be checked against all currently applicable sanctions lists and these checks must be repeated regularly. The Client may at any time request suitable evidence of the screening or confirmation of the screening. If the Contractor is AEO-certified (AEO

C/S or at least AEO S), i.e. an authorised economic operator, the obligations under this Section 9.10 are deemed to have been fulfilled.

10. SUBCONTRACTING

- 10.1. The Contractor shall be responsible for selecting suitable subcontractors/Contractors and undertakes to only select reliable ones. The Contractor shall be liable for the actions and omissions of the subcontractors/Contractors in the same way as for its own actions and omissions. The Client must give prior consent in Text form to subcontracting of Contractual Services to third parties by the Contractor.
- 10.2. Any third parties must be commissioned in the Contractor's own name and for its own account. Any remuneration paid by the Contractor to third parties for third-party services shall be fully included in the agreed remuneration paid by the Client to the Contractor, unless the Contract contains an express provision to the contrary. The Client shall have no obligations towards third parties commissioned by the Contractor in its own name.
- 10.3. If the Contractor hires labour or enters into contracts for work and services in the course of fulfilling the Contract, it must act as the employer or procurer of work and services and enter into the contracts for work and services in its own name. The Contractor shall be liable for faults of all people whose services it uses to fulfil its contractual obligations to the same extent as for its own fault. The Contractor shall be responsible for complying with tax regulations and payment of any social security contributions or procuring any compulsory insurance.
- 10.4. The Contractor shall indemnify and hold the Client harmless against all Losses arising as a result of or in connection with any claim made by or against the Client against or by a third-party resulting from the Contractor's failure to comply with these Terms and Conditions of Procurement or the Contract, whether due to its acts, omissions, negligence, fraud or otherwise.

11. DATES AND DEADLINES

- 11.1. Delivery and performance dates shall be specified in the Contract together with the annexes or in another written agreement and shall be binding. If circumstances arise which mean that delivery and performance deadlines cannot be met, the Contractor must inform the Client of this immediately in Text form. Any postponement of delivery and/or performance deadlines will not be effective unless agreed in Written form with the Client. Confirmation by the Client shall not affect the assertion of any contractual penalty.
- 11.2. In the event that a contractual penalty for exceeding delivery and performance deadlines has been agreed in Written form between the Contracting parties, any further claims for damages shall remain unaffected by this. Statutory warranty rights apply.

12. ACCEPTANCE

- 12.1. If the Contractual Services are services under a Contract for work and labour or if acceptance of the Contractual Services has been agreed, the Contractual Services are subject to formal acceptance. The Contractor shall notify the Client in Written Form of the completion of its Contractual Services and hand over the Contractual Services or make them available for acceptance. The Contractor shall record the acceptance which must be approved by the Client once it is sent in Written Form. Payments by the Client are not to be construed as meaning that the Contractual Services have been accepted by way of partial acceptance or final acceptance or that this is waived.
- 12.2. The Contractor may only request partial acceptance of partial services if this has been agreed in Written form in advance. Once all agreed partial acceptances have been completed, there will be an overall acceptance.
- 12.3. Unless partial acceptance has been agreed in accordance with Section 12.2, joint determination of performance by the contracting parties in the course of the progress of the project shall not yet constitute acceptance.
- 12.4. If the inspection of the Contractor's Contractual Services requires commissioning or commissioning for test purposes, acceptance shall only follow successful completion of these tests.
12. The Contractor may only cause a deemed acceptance if (i) there is either agreement between the contracting parties on the completion of the Contractual Services or the Contractor can reasonably assume in good faith and taking into account the circumstances of the individual case that the Client believes that the Contractual Services have been completed, (ii) the Contractor has requested the Client in Written Form to accept the Contractual Services, setting a deadline of at least four (4) weeks, the Contractor has informed the Client in such request for acceptance of the consequences of failing to declare acceptance or refusing acceptance without specifying defects, and the Client does not so refuse acceptance within such deadline.

13. RIGHTS OF USE AND OWNERSHIP

- 13.1. Unless otherwise agreed in Written form, all brand, company and product names including text, image, video and audio material, logos and slogans (including but not limited to the Marks) ("Branding") shall remain the property of the respective contracting party, irrespective of the medium in which they are displayed, and no right or license to use either contracting party's Branding granted in these Terms and Condition of Procurement will operate to transfer ownership of such Branding. With the exception of sales and training documents provided in accordance with Section 4.2 of this agreement, prior written authorisation must be obtained from the respective contracting party for any use of that contracting party's Branding. References to the Client for advertising purposes may only be used with prior written authorisation of the Client.

- 13.2. Where the Client provides the Contractor with written authorisation to use any Branding pursuant to Section 12.5, the Contractor is only authorised and required to use the relevant Branding solely in conjunction with the Contractor's activities under the Contract in a form approved in Written Form by the Client. This also applies to the Contractor's digital presence, especially its website and any other activities using digital media (e.g. email, apps, social media).
- 13.3. The Contractor will not arrange for registration, directly or indirectly, for its own benefit, of any marks identical or similar to the Marks either alone or in combination with other words or marks. The same also applies to the use of graphical or phonetic marks which, despite their difference, imply a relationship with the Marks.
- 13.4. The Contractor will not itself challenge the Marks, nor will it support any such challenge by a third party, unless this is based on a challenge against a Mark on account of absolute grounds for refusal of registration. The Contractor will promptly notify the Client if the Contractor discovers any unauthorized use of the Marks and/or identification by third parties. Only the Client is entitled (but not obliged) to conduct the legal defence of the Marks and to take action against infringements of the Marks, and the Contractor will not take legal action against infringements of the Marks in its own name or in the name of the Client without the prior written consent of the Client. The Contractor will support the Client to a reasonable extent in defending against or preventing infringements of the Marks.
- 13.5. The Client reserves all rights, in particular Intellectual Property Rights, to all technical requirement profiles, illustrations, goods, means of production, digital data carriers, drawings, access/utilisation calculations, samples and other documents and operating resources made available to the Contractor by the Client; they may not be made accessible to third parties without the Client's express written consent, must be used exclusively for the provision of the Contractual Services and must be returned to the Client after completion of the Contractual Services without being requested to do so and any copies destroyed or deleted. The Client shall receive free, exclusive, irrevocable, transferable and sub-licensable rights of use to all Contractual Services, 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.
- 13.6. The above rights are also available to the Related Companies which will decide to receive the same Contractual Services according with the provision of the clause 2.4.
- 14. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES**
- 14.1. The Contractor undertakes to provide the Contractual Services free of third-party Intellectual Property Rights.
- 14.2. The Contractor will indemnify the Client against all Losses arising as a result of or in connection with any claims for infringement of Intellectual Property Rights relating to the Contractual Services, the Products and/or their importation, delivery, manufacture, packaging, distribution, resale or use.
- 14.3. In the event that claims are asserted against the Client due to infringements of Intellectual Property Rights and/or otherwise in relation to Products, the Contractor must conduct the legal defence for the Client independently at its own expense. The Client shall support the Contractor to a reasonable extent, at the Contractor's expense, in the defence against claims asserted by third parties, if necessary. The Client shall be entitled to conduct the legal defense itself; however, the Client shall coordinate this with the Contractor. In such case, the Contractor will also bear the necessary costs.
- 14.4. Further legal claims and rights remain unaffected.
- 14.5. If the intended design of the Contractual Services or Products would infringe the Intellectual Property Rights of third parties or hinder the undisturbed use of the Contractual Services or Products, the Contractor shall inform the Client of this immediately and acquire the rights of use/licenses required for the contractual or intended use of the Contractual Services or Products (as applicable) from the respective rights holders at its own expense.
- 15. REPORTS**
- 15.1. In the case of purchases with several purchase orders or an ongoing business relationship, a list of the key business data (turnover, type of products/services, their quantity) must be submitted in Written Form within four calendar weeks at the Client's request.
- 16. EXPORT CONTROL AND IMPORT**
- 16.1. The Contractor shall ensure that the delivery of goods, software, technology/technical data or services, including Deliverables (collectively "**Goods**") to the Client does not violate export control and sanctions regulations in force and that the Contractor has obtained all necessary export licenses from the competent authorities.
- 16.2. Furthermore, the Contractor warrants that the Goods transferred, handed over and/or made available to the Client have not been specially developed or modified for a (para-) military purpose. Before finalizing a Contract for any goods with the Client, the Contractor shall inform the Client of EU export control classification numbers (Annex I of Regulation (EU) 2021/821 – as amended) and/or other relevant national export control classification numbers. If the Goods are subject to US (re-)export control (e.g. due to a US origin or export-controlled US parts that exceed "de minimis" thresholds in force), the Contractor shall inform the Client of the relevant US export control classification numbers (ECCN or EAR99) and, in the case of encrypted Goods,

also inform the Client whether the Goods are subject to the "ENC unrestricted" or "ENC restricted" licence exception.

- 16.3. The Contractor shall inform the Client immediately of any changes in the export control classification of Goods passed on to the Client. All this information must be sent by the Contractor unsolicited and free of charge to the following e-mail addresses: ka@pec.vwgroup.it for Volkswagen Group Italia S.p.A and fiscal@eurocar.it for Eurocar Italia S.r.l. and Eurocar Tech S.p.A. If the Client has provided the Contractor with an export control classification questionnaire, the Contractor's answers must be included in this questionnaire. The Contractor warrants that the export control classification information provided to the Client is accurate to the extent that necessary determinations and clarifications have been made with the competent export control authorities and reporting and/or notification obligations to the competent export control authorities have been fulfilled as required.
- 16.4. Software from non-EU countries must always be provided electronically, if technically possible and for reasons of confidentiality. This also applies to the provision of software updates.
- 17. CONFIDENTIALITY**
- 17.1. Each contracting party will, and will procure that its each of its employees, directors, consultants, agents and sub-contractors will:
- treat as strictly confidential the existence and any details of the Contract, the framework agreement and the commercial relationship between the contracting parties, all technical and commercial information, transmitted documents and business and trade secrets of the other contracting party, whether in oral, written, visual, electronic or other form ("Confidential Information"), and
 - use Confidential Information exclusively for the purposes intended in the context of the initiation or execution of the contractual relationship, and
 - not make the Confidential Information accessible to third parties (Client Related Companies shall not be deemed third parties to the Client in the above sense), and
 - impose the same obligations of confidentiality on its employees who come into contact with the Confidential Information, and
 - bind all subcontractors, suppliers and consultants in Written Form in accordance with this confidentiality obligation.
- 17.2. This confidentiality obligation shall not apply to documents and information which were demonstrably already in the public domain at the time of their transmission, or which came into the public domain after their transmission through no fault of the receiving party, or which were disclosed after their transmission by an authorized third party to be outside the scope of a confidentiality obligation, or which must be disclosed on the basis of a legally binding official or judicial order or mandatory legal provisions.
- 17.3. The obligations under Section 17 shall continue to apply for the duration of the invitation to tender and the Contract or its implementation and for a period of five years thereafter in terms of location, time and without restriction.
- 18. INFORMATION SECURITY**
- 18.1. The Contractor undertakes to immediately and effectively secure all the Client's information and data, in particular Confidential Information within the meaning of Section 17.1 ("**Client Data**"), against unauthorized access, modification, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse in accordance with state-of-the-art technology. All precautions and measures must be taken when backing up Client data in accordance with the currently recognized state of the art in order to archive and restore data in a loss-proof and legally compliant way at all times.
- 18.2. The Contractor shall comply with all applicable information security requirements and shall ensure that its organization, personnel, systems, products and processes are aligned with the information security policies, directives and guidelines of the Client and its Group, as communicated from time to time. The Contractor shall ensure that all information and documentation relating to the Client are appropriately classified and handled in accordance with their level of confidentiality.
- 18.3. The Contractor shall ensure that its personnel involved in the performance of the contractual obligations are adequately trained on information security and cybersecurity matters and shall maintain appropriate documentation of such training. The Contractor shall implement and maintain appropriate organizational and technical measures to protect the Client's information, including, as applicable, access controls, secure use policies, and backup and recovery procedures, and shall ensure the integrity, availability and confidentiality of such information in connection with the supply of goods and/or services.
- 18.4. The Contractor shall ensure that any subcontractors or third parties involved comply with equivalent information security obligations.
- 19. DATA PROTECTION**
- 19.1. If the Contractor receives access to personal data when providing the Contractual Services, it shall observe the applicable data protection regulations, and in particular process personal data exclusively for the purpose of providing the Contractual Services (purpose), ensure that its employees only receive access to the data to the extent absolutely necessary, and oblige its employees in Written Form to maintain data secrecy, instruct them about data protection regulations to be observed and provide evidence of this to the Client on demand.
- 19.2. If personal data is processed by the Contractor on behalf of the Client, a data processing agreement (DPA) must be entered into before the processing of the personal data begins, a template of which is provided by the Client for this purpose.

- 19.3. The Contractor shall ensure and guarantee to the Client that the data protection principles of Section 5 (1) General Data Protection Regulation (GDPR) and the data protection requirements of Art. 25 GDPR are or can be observed during the development, use, installation and/or redistribution of the developments. The Contractor shall document the implementation of these requirements and make this documentation available to the Client for verification purposes if required (accountability obligation Section 5 (2) GDPR).
- 19.4. The Contractor warrants that the processing of personal data attributable to the Client or the Client's customers takes place within the European Union or the European Economic Area. Any deviation from this requirement must be expressly agreed with the Client in Written form. If personal data is transferred to a third country during the provision of Contractual Services by the Contractor, an appropriate level of data protection must be guaranteed. The Contractor undertakes to comply with the provisions of Chapter V of the GDPR, in particular by implementing appropriate technical and organizational measures. The contracting parties shall agree standard contractual clauses on third country transfers prior to the transfer of data in the absence of an adequacy decision by the European Commission or other appropriate safeguards in accordance with Section 46 GDPR. The Contractor shall provide the Client with the necessary information on data transfer to a third country that is required to fulfil GDPR requirements for data transfer.
- 19.5. Where applicable, the Contractor shall provide the Client with all information which, pursuant to Art. 3.2 and Art. 3.3 of Regulation (EU) 2023/2854 (the "Data Act"), must be made available to the end customer, in full, without undue delay, accurately, in an appropriate form, and free of charge, and to include such information with the respective products. The Contractor further undertakes to supply the product to be delivered under the contract in compliance with the provisions of the Data Act. The Contractor shall ensure that the product meets all requirements arising under the Data Act, in particular with regard to access to the data generated by it. Any changes in legal requirements in connection with the Data Act that enter into force during the term of the contract shall be implemented by the Contractor without undue delay and at its own expense.
- 20. INVOICING AND TERMS OF PAYMENT**
- 20.1. The Contractor must submit reports on services rendered to the Client at the Client's request.
- 20.2. Unless otherwise agreed in Written form, invoices are to be sent electronically in XML-based electronic form to the Client (including, where applicable, PEPPOL, ebInterface 4.0 automotive extension, the Italian Sistema di Interscambio (SdI), or any other electronic invoicing standard accepted by the Client or required under applicable law) whereby at least the following information must be contained in the electronic invoice: Contractor's and Client's name, address, VAT number (or tax code, where applicable), invoice number, invoice date, net and gross amount, tax information in accordance with the requirements of Section 21, quantity, exact description of the services, and currency.
- 20.3. Unless otherwise agreed in Written form, the following terms of payment shall apply: 60 days EOM (end of month of invoice date). Payment is made by bank transfer. The Client shall only be in default of payment after the due date and receipt of a reminder in Text form from the Contractor.
- 20.4. Expenses shall only be reimbursed to the extent agreed in the order and, if no lump sum has been agreed, only against valid receipts.
- 21. TAXES**
- 21.1. The Contractor and any third parties commissioned by the Contractor have no rights whatsoever against the Client regarding their own taxes, including withholding taxes, as well as the related registration, declaration and payment obligations.
- 21.2. The Contractor must inform the Client immediately in writing of any tax-relevant changes (e.g. change of trade name/company name, change of legal form, change of address, change of tax domicile and/or tax registration, but also changes affecting (VAT) tax treatment such as changes to delivery routes or upstream suppliers). See Section 21.6 for the required consent of the Client regarding VAT chain transactions (in particular intra-Community triangular transactions).
- 21.3. The agreed remuneration shall always be understood to be net, excluding value added tax (VAT or a comparable tax in other countries).
- 21.4. The invoice for the Contractual Services rendered must comply with the statutory requirements. It is therefore mandatory, among other things, to show any VAT incurred separately or to indicate the applicable tax exemption or non-taxability or the transfer of the tax liability ("reverse charge"). If the invoice is rejected by the Client due to missing legal components, an invoice that fulfils the applicable legal requirements must be issued immediately. Where necessary under applicable law, the previous invoice shall be cancelled by issuing a credit note. The Client reserves the right to withhold payment of the invoice amount until a proper invoice authorising input tax deduction has been submitted.
- 21.5. If a Contractor's Contractual Service is subject to VAT for the first time or the amount of VAT is changed as part of a tax authority audit of the Contractor, the Client shall only pay this VAT on presentation of an invoice authorising input tax deduction and all documents required to check this invoice.
- 21.6. Supplies to the Client may not be organised as a chain transaction for VAT purposes. The Client must give prior written consent if a VAT chain transaction, in particular an intra-Community triangular transaction, is to be carried out. All changes to the delivery route must be agreed with the Client in advance.
- 21.7. If, in any constellation, a Contractor shows a VAT of the country where the service takes place and the Client is resident for VAT purposes on the invoice, all evidence must be provided by the Contractor that the Client may also pay the amount of VAT to the Contractor without incurring any liability to the tax authorities. If the Client had to pay the VAT directly to the tax authorities to be released from liability, this would prevent the establishment of a business relationship with the Contractor. If the Contractor nevertheless provides services, no

remuneration will be owed for them. If the payment of the VAT the Contractor can be made possible by providing appropriate evidence, these conditions must be met throughout the entire business relationship and, to the extent required by law, must also be proven on an ongoing basis.

- 21.8. Insofar as certain services are subject to Austrian advertising tax or a similar tax in another jurisdiction, the Contractor shall bear this economic cost. The agreed remuneration therefore already includes any advertising or similar tax (even if this must be shown separately in the invoice); offers must take the advertising or similar tax into account. If the Client is held liable by the tax authorities for the payment of advertising or similar tax, the Contractor will bear this tax and shall indemnify the Client and hold the Client harmless.
- 21.9. The agreed remuneration amounts are to be understood as amounts before deduction of any withholding tax due in Client's country. Regulations deviating from this (e.g. in offers, negotiation protocols) shall not apply.
- 21.10. Insofar as the remuneration is subject to local withholding tax, the Client shall be obliged to pay the withholding tax to the competent tax office in the name and for the account of the Contractor at the time of payment of the remuneration.
- 21.11. For the avoidance of ambiguity on both sides, the remuneration should be allocated to Contractual Services subject to withholding tax and services exempt from withholding tax. If no allocation of the remuneration to the respective Contractual Services has been agreed, but only a total remuneration, withholding tax shall be deducted from the total remuneration amount. If the Client is in doubt about the withholding tax assessment of certain service components and/or certain remuneration components by the Contractor, the Client shall be entitled, at its reasonable discretion, to deduct withholding tax in accordance with statutory provisions.
- 21.12. The Client shall issue a confirmation of the tax paid and forward it to the Contractor.
- 21.13. If a double taxation agreement ("DTA") exists between the country in which the Client is resident for income tax purposes and the country in which the Contractor is resident for income tax purposes, and if this agreement and local regulations allow for direct relief from withholding tax, the Client may be granted (partial) tax relief at source if the requirements are met. In this case, the Client is obliged to prove the correctness of the omission or the restriction of the tax deduction to the competent Italian tax office. In order to enable relief from withholding tax, the Contractor shall provide the necessary evidence required by the Client (e.g. a certificate of tax residence issued by the competent foreign tax authority together with the relevant forms provided for by the Italian Tax Authorities' Measure, as applicable) immediately and before the remuneration is due. Otherwise, local withholding tax will be withheld in accordance with statutory provisions.
- 22. CHANGE IN THE CONTRACTOR'S CORPORATE AND ECONOMIC CIRCUMSTANCES**
- 22.1. The Contractor shall notify the Client in Written Form without delay of any material changes in the shareholdings in the Contractor's company. The acquisition of 10% or more of the Contractor's shares by third parties shall be deemed a material change. If the interests of the Client are thereby unreasonably impaired, in presence of a right cause the Client shall be entitled to withdraw the Contract within 3 months from the notice of the change.
- 23. FURTHER PROVISIONS**
- 23.1. Disputes between the contracting parties shall not entitle the Contractor to suspend the Contractual Services on the basis of a Contract. On the other hand, notwithstanding further statutory provisions, the Client shall in any case be entitled to withhold a reasonable portion of the remuneration in the event of a breach of laws or other regulations (in particular if this breach could lead to liability on the part of the Client), in the event of improper fulfilment of the Contract or in the event of disruptions to performance attributable to the Contractor.
- 23.2. The Contractor may not offset any of its own claims against claims of the Client.
- 23.3. The Contractor waives the exercise of rights of retention and liens.
- 23.4. The Client is entitled to assign, novate or dispose of any or all of its rights and obligations under the Contract and/or the framework agreement, in whole or in part, to Related Companies and third parties, provided that the Client's organisational structure makes such an assignment necessary. The Contractor may not assign, novate or otherwise dispose of its rights and obligations under the Contract or the framework agreement without the Client's prior written consent.
- 23.5. Modifications and amendments to these Terms and Conditions of Procurement must be in Written form. This also applies the waiver of the Written form requirement.
- 23.6. These General Terms and Conditions of Procurement are available in the original Italian version and in an English version; the original Italian version shall prevail in the event of inconsistencies. The Contractor must comply with the obligations set out in the Code of Conduct for Business Partners and the Model 231 (see Section 2.3) at all times and to impose them on the contractors in its supply chain to an appropriate and reasonable extent. The Contractor shall indemnify the Client, its legal representatives, bodies and employees against all Losses resulting from a breach of the obligations arising from the Code of Conduct for Business Partners and the Model 231, which the Contractor is obliged to comply with, unless the Client or a third party commissioned by it is responsible for this breach.
- 23.7. Should any provision of these General Terms and Conditions of Procurement be or become legally invalid or unenforceable in whole or in part, this shall not affect the legal validity of the remaining provisions. The contracting parties shall replace the legally invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the content and purpose of the legally invalid or unenforceable provision.
- 23.8. All disputes arising from or in connection with these Terms and Conditions of Procurement and the contracts entered into on their basis, including all disputes concerning their effective conclusion, validity and/or cancellation, shall be governed by Italian law without exception, but excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding all references to foreign law.

23.9 The competent court at the Client's registered office shall have exclusive jurisdiction.

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: 2.3 Code of Conduct for Business Partners, Organizational and Management Model pursuant to Legislative Decree 231/01 and related termination of the Contract for breach of the provisions; 3.2 Net prices; 3.3 Binding offer by the Contractor; 4.1 Indemnification by the Contractor for legal provisions applicable to the supply; 4.5 Transfer of risk; 4.6 Force majeure; 4.8 Exclusions; 5. Warranty and Guarantee; 6. Liability and insurance; 7. Termination of the Contract and right of withdrawal; 9. Employee deployment; 10. Subcontracting; 12.1 Acceptance of the contractual Service; 13. Rights of use and ownership; 14. Infringement of intellectual property rights, intellectual property rights of third parties; 16. Export control and import; 22. Changes in the Contractor's corporate and economic circumstances; 23.2 Prohibition of compensation of the Contractor; 23.3 Waiver of the rights of the Contractor and lien; 23.4 Prohibition of assignment of the Contractor; 23.8 Governing Law; 23.9 Exclusive jurisdiction.

The Contractor