

## GENERAL PURCHASE ORDER TERMS AND CONDITIONS

Volkswagen Group Services, Unipessoal, Lda.

Quinta da Marquesa

2954-024 Quinta do Anjo Palmela

1. **Definitions.** For the purposes of this PO: (i) "Company" means Volkswagen Group Services, Unipessoal, Lda., a company of Volkswagen Group, incorporated under the laws of the Republic of Portugal with its registered office at Quinta da Marquesa, parish of Quinta do Anjo, municipality of Palmela, Setúbal, Portugal. (ii) "Affiliate" means any company controlling, controlled by or under common control with the Company or Supplier where "control" means ownership, directly or indirectly, in an entity of fifty percent or more of the voting rights; (iii) "Force Majeure Event" means an event caused by a circumstance beyond a party's reasonable control and that could not have been prevented or avoided by the exercise of all due diligence, e.g.: natural catastrophes, war, public power outages, civil unrests and conflicts, acts of terrorism, labour strikes (strikes and other labour unrest that affect only one party and are not caused by a general or mass strike will not constitute an excusable delay), riots, fires, flood, storm, acts of God, governmental action, earthquakes and material shortages; (iv) "Laws" mean any law, regulation, executive order, rule, statute, ordinance or act established or enacted by the applicable authorities, whether national as well as international treaties and conventions, and (v) both the terms Goods and Services include all labour, workmanship, activities, materials, equipment, supplies, transportation and supervision necessary to the proper and complete fulfilment of the referred Goods and Services.
2. **Scope.**
  - a. The terms of this purchase order ("PO") will apply to the purchase of services ("Services") or goods (including commodities, non-commodities and equipment) ("Goods") described in the face of this PO, made by the entity identified in this PO as "Company" to the entity identified in this PO as "Supplier".
  - b. If a written agreement applicable to the purchase referred above has been signed between Company and Supplier, or between Company or Supplier and any Affiliate of the other, or between Affiliates of the Company and the Supplier (in any case the "Master Agreement"), the purchase of Goods or Services under this PO will be governed by the Master Agreement, and the following will apply: (i) if the Master Agreement details which are the valid supplemental terms of this PO, then the only valid terms of this PO will be those expressly identified in the Master Agreement, or (ii) if the Master Agreement does not indicate which are the valid supplemental terms of this PO, then the PO will apply in addition to the Master Agreement, but in case of contradiction, the Master Agreement will prevail.
  - c. This PO will be deemed accepted by Supplier upon the first of the following to occur: (i) if Supplier does not reject the PO within 3 days from its issuance by the Company; (ii) if Supplier expressly accepts this PO in any form; (iii) if Supplier starts performing this PO in any manner, or (iv) when Supplier accepts any payment from the Company under this PO.
  - d. Any terms and conditions in Supplier's quotation, acknowledgement, invoices, or any other form of writing related to the transaction established by this PO, irrespective of its wording or form, or when received by the Company will not be applicable or valid.
  - e. This PO will prevail over and replace any agreement included in the Services or in any deliverable under this PO. Acceptance of Goods or Services delivered pursuant to this PO will not constitute acceptance of Supplier's terms and conditions, nor will they in any way operate to modify or change the full effect of the terms and conditions herein.
  - f. Any reference to a Supplier's quotation or proposal on the face hereof will not be deemed to incorporate any provisions of Supplier's quotation or proposal which are inconsistent or in conflict with any provision set forth in this PO or any pre-printed provisions contained therein, which provisions are hereby expressly excluded.
  - g. All previous communications (excluding the terms of any Master Agreement) are hereby abrogated and withdrawn and no stipulation or agreements by Supplier or any of its officers, agents, or employees will be binding on the Company unless contained in the Master Agreement, this PO or referenced herein. No local, general, or trade custom or previous course of dealing or performance will alter or vary the terms hereof.
3. **Acceptance.**
  - a. This PO shall only be valid if made on the proper forms, duly numbered and authorised with the name of Company's legal representative(s).
  - b. The Supplier shall confirm the PO within a maximum of 10 (ten) days as from the date of its reception, by any written means (hand-written and/or electronic signature of the PO by the Supplier's legal representative or duly empowered attorney). Nevertheless, PO shall always be deemed to have been accepted by the Supplier, subject to these General POC, upon the Supplier commencing any work, deliver any goods or provide any services to the Company.
  - c. These PO Terms and Conditions shall always prevail over those of Supplier. No terms of sale or supply of the Supplier which differ from or contradict these PO Terms and Conditions shall be binding on Company, unless expressly accepted, in writing, by the Company.
4. **Delivery schedule.**
  - a. Supplier will deliver the Services and/or the Goods by the date(s) specified on the date of this PO.
  - b. If delivery date(s) cannot be met, Supplier must immediately inform the Company in writing of Supplier's best possible delivery date(s), subject to Company's acceptance.
  - c. If deliveries are not made at the time agreed upon, the Company may exercise one or more of the following remedies: (i) request that Supplier ships the Goods by other than designated routing to expedite delivery (cost of alternative means of shipment will be borne by Supplier); (ii) cancel the PO in whole or in part; (iii) refuse to accept any subsequent delivery of Goods or performance of Services; (iv) recover from Supplier any expenditure reasonably incurred by the Company in obtaining substitution Goods or Services from another supplier; (v) apply a penalty for late delivery 0.5% of the price of the PO per day, until Suppliers delivers the Goods, or (vi) claim damages for any costs, losses or expenses incurred by Company which relate to Supplier's failure to deliver the Goods or the Services on the due date.
5. **Price and Payment terms.**

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- a. The price of the Goods or the Services is the price stated on the face of this PO and it includes all charges for production, packing and loading, and any other related charges as per the applicable Incoterms.
- b. No price changes will be accepted unless authorized in writing by the Company prior to shipment of Goods or performance of Services.
- c. The Company shall pay Supplier within the term established in this PO after receipt of Supplier's undisputed invoice for duly delivered and conforming Goods or Services.
- d. Supplier will comply with all the Company's instructions in connection to invoicing and payment process.
- e. Advanced payments, if any, are made in consideration of the future full and satisfactory performance of the Services or delivery of the Goods, and will constitute a recoverable advance in case of non-satisfactory, incomplete or non-performance of the Services or delivery of the Goods.
- f. Delay in payments will be notified to the Company by Supplier and solved amicably between them, without entitling Supplier to suspend performance of this PO.
- g. Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from Supplier to the Company against any amount payable by the Company to Supplier.

### 6. Quality.

- a. Supplier will carry out quality assurance testing of the Goods in accordance with the quality standards and issue certificates of conformity or analysis as required by Company, or as otherwise agreed in writing with Company.
- b. Supplier will submit to Company free of charge such samples of the Goods as the Company may reasonably require from time to time in order to allow Company to monitor the compliance by Supplier with its obligations.
- c. In the event that Supplier becomes aware of the existence of any quality or technical problem relating to any Goods within the control of Supplier, Supplier will ensure that the Goods affected or believed to be affected by the problem are kept separate from all other Goods, and are not allowed to leave Supplier's premises without the prior consent of Company.
- d. Supplier will establish (with the Company's previous approval) reporting procedures with a view to identifying the nature and extent of, and resolving the problem in question, and keeping the appropriate Company representatives informed of all progress being made in these areas.

### 7. Packaging, Storage.

- a. Supplier will properly and lawfully package all Goods for safe and wholesome shipment to the Company, or as established in this PO or otherwise instructed by the Company.
- b. No charge will be allowed for packing, boxing, or cartage unless accepted in writing by Company.
- c. Supplier will be responsible for breakages, shortages and damage caused by inadequate packaging or storage. Storage must be appropriate for the type of Goods and must be made in a dry, clean place, and bird, insect and rodent proof.

### 8. Transport.

- a. Transport will be handled in accordance to what is established in the face of the PO or as instructed by Company.
- b. Supplier will be accountable for and pay any excess transportation costs arising from Supplier's failure to follow Company's instructions.
- c. In any case, transport must be in clean and safe vehicles.
- d. Supplier warrants that any transportation costs included in the price of the PO will not exceed actual transportation costs paid by Supplier.

### 9. Documentation requirements.

- a. PO number must appear on all invoices and all other correspondence or documents related to this PO.
- b. Supplier will, in accordance with the applicable Incoterms, be responsible for any and all duties, filings, documentation and record keeping or redeliveries as may be required by the applicable custom services in connection with the Supplier's sale and delivery of Goods to the Company and Company's use thereof.
- c. Supplier will be accountable for and pay any costs arising from any errors or omissions in performance thereof.

**10. Risk of loss and title.** The risk over the Goods will be transferred to Company in accordance with the Incoterm established in the PO. In absence of that information, the applicable Incoterm will be FCA/DPA. Title to the Goods to the Company will be transferred together with the risk, as set forth herein.

### 11. Warranties.

- a. In addition to any other warranties included in this PO or in the applicable Laws, Supplier warrants that the Goods or the Services to be supplied pursuant to this PO are: (i) fit and sufficient for the purpose intended; and (ii) in conformity with the specifications, drawings, samples, performance standards of applicable industry or other descriptions, if any, specified in this PO or which have otherwise been provided to Supplier by Company ("Specifications").
- b. Supplier will not modify or change any Specifications without Company's prior written approval. Any change that may affect product performance, especially the change of place of origin or processing, will be implemented only upon prior written approval from the Company.
- c. Any attached Specifications or drawings are hereby made a part of this PO.
- d. Supplier will furnish Company prior to commencing the performance of the PO with copies of the manufacturer's handbook, patterns, designs, drawings, documents, installation instructions, servicing and maintenance brochures for approval.
- e. Supplier will be responsible for all errors or omissions in any drawings, calculations, or particulars supplied by it whether or not Company approved such information.

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- f. The Goods and the Services will be supplied on the basis that Supplier holds itself out to be expert in every aspect of the performance of the PO and have full notice of the purpose for which Company requires them.
- g. Supplier warrants to Company that any Goods supplied to Company hereunder: (i) are merchantable, of good quality, free from defects (patent or latent); (ii) were grown or manufactured in a facility or under conditions which are free of any contamination, microbiological or otherwise, and with due care and using the necessary hygiene and quality control measures; and (iii) have been processed or produced in accordance with the applicable Laws (including the Laws of the place of final destination of the Goods) and are not adulterated, misbranded or mislabeled.
- h. Supplier agrees to use reasonable efforts to seek independent certification that Supplier's safety and quality management system complies with safety Laws. Supplier will provide Company with a copy of such certification, or any denial of such certification, issued by the independent certification entity or body promptly upon receipt by Supplier.
- i. Supplier also warrants that: (i) it will be fit, qualified and competent to perform its obligations under this PO; (ii) has absolute and good title to the Goods supplied, and at the time of delivery will be free of all liens, security interests or encumbrances of any kind against the Goods; (iii) will comply with all applicable Laws of any jurisdiction from or in which the Goods or Services are provided or received, including Laws about export control, import, customs and economic sanctions, anti-corruption, anti-bribery, patents, trademarks, copyrights, tax, safety, labour, environment, consumer rights, labelling, electrical standards; (iv) will comply with all voluntary industry standards, codes or other obligations, e.g.: applicable health and safety standards for manufacturing operations, and (v) the supply of the Goods and performance of the Services will not give rise to any breach by any person of any Laws or third party rights.
- j. Without prejudice to any other right or remedy which Company may have, under this PO, the Master Agreement (if existing) or the applicable Laws, if any Good or Service fails to meet any warranty contained in this PO (even after acceptance, payment or use of the Goods or Services by Company), or the Supplier fails to comply with any of the terms or warranties under this PO, Company may, at its option, exercise one or more of the following remedies: (i) cancel this PO, in whole or in part; (ii) ask Supplier to repair the non-conformity, faults or defects, at Supplier's expense; (iii) seek a reduction of the purchase price; (iv) reject the Goods or Services as provided in Article 12; (v) refuse to accept any further deliveries of the Goods or performance of the Services; (vi) carry out at Supplier's expense any work necessary to make the Goods or the Services compliant with the PO, and g) claim any and all related damages.

### 12. Inspection and Rejection.

- a. Notwithstanding any prior payment, all Goods and Services are subject to inspection and testing after arrival at the ultimate destination, delivery or performance, as the case may be, and in the case of the Goods, if they are to be incorporated into an operating facility, the inspection and testing of the Goods may be made under operating conditions after the Goods have been installed.
- b. If specific acceptance testing procedures or acceptance criteria are specified or referenced on the face of this PO, then Supplier and Company (of either of them, as applicable), will carry out the activities related to the acceptance procedures.
- c. If during such testing period, the Goods are not performing in accordance with the acceptance criteria, Supplier will, at no expense to Company, and with prior agreement of the Company make necessary and appropriate corrections, adjustments or modifications to the Goods in order to bring them into compliance.
- d. If upon inspection or testing, the Goods or Services or any portions thereof are found to be non-conforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any guarantees or warranties or the applicable Specifications or fail to meet any other requirements of Company or of this PO, then without prejudice to any other rights or remedies, Company may reject the Goods or the Services (in whole or in part) and return them to Supplier at the risk and cost of Supplier on the basis that a full refund for the Goods or Services so returned will be paid forthwith by Supplier.
- e. Also, Company may exercise one or more of the following remedies: (i) cancel this PO, in whole or in part; (ii) seek a reduction of the purchase price if the rejection is partial; (iii) refuse to accept any further deliveries of the Goods or performance of the Services; (iv) carry out at Supplier's expense any work necessary to make the Goods or the Services compliant with the PO, or (v) claim any and all related damages.
- f. Neither the inspection, nor failure to make inspection, nor acceptance or payment for Goods or Services will release Supplier from any of the warranties or other provisions of this PO nor impair Company's right to reject non-conforming Goods or Services or make claims in connection with the non-conforming Goods or Services.

### 13. Company's materials.

- a. Any material owned by Company or any of its Affiliates which Company may deliver to Supplier or which may come to Supplier's possession in relation to this PO will remain at all times the exclusive property of Company.
- b. These materials may include any kind of print tools or matrix, graphics, drawings, models, photographs, software or equipment.
- c. Supplier will: (i) exclusively use the materials to perform its obligations under this PO; (ii) return them to Company upon request or upon completion or termination of this PO; (iii) hold them in safe custody and identified as Company's property, at Supplier's own risk; (iv) maintain the materials in good condition until returned to Company, and (v) not dispose of them or use them other than in accordance with Company's written instructions.

### 14. Intellectual property.

- a. Supplier understands that Company's trade names, trademarks, logos, brands, service marks, trade dress, copyrights, designs, patents, know-how and any other intellectual property owned by, or licensed to the Company are valuable assets (the "Intellectual Property Rights" or simply the "IPR").
- b. No provision of this PO will be interpreted as granting any explicit or implicit license right over Company's IPR to the benefit of the Supplier, unless otherwise expressly agreed in writing.

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- c. Supplier may not advertise, mention or publicize, in any case or under any circumstances, in connection with its own commercial or industrial activities, the fact that it has an agreement with the Company to provide services, nor may Supplier use the Company's IPR in any of its correspondence, publications or advertising.

**15. Termination.**

- a. In addition to other causes mentioned in this PO, Company will have the right to terminate this PO and any or all other POs between Company and Supplier for any of the following specific reasons: (i) insolvency or bankruptcy of Supplier; (ii) failure of Supplier to perform or comply with any provision of this PO including a breach of any of the warranties set forth in this PO which is incapable of remedy or which, if capable of remedy, has not been remedied within 15 working days of service of a written notice from Company specifying the breach and requiring it to be remedied; (iii) if, in Company's opinion, Supplier damages or may damage Company's brands, goodwill or reputation or should Company be dissatisfied on reasonable grounds with the way the Supplier is handling its business and if Supplier does not take, in Company's sole opinion, steps necessary to remedy such situation within the designated period of time after notice thereof is given by Company in writing; (iv) if the Company decides to modify its sourcing strategy, business model or requirements, or (v) if Supplier disposes in whole or in part of its business (other than to its Affiliate) or if there is a publicly announced proposed or already consummated direct or indirect change of control of the legal or beneficial ownership of Supplier.
- b. Company will have no liability or obligation whatsoever to Supplier by reason of or resulting from such termination; but, at Company's sole discretion, Company may pay Supplier its actual direct out-of-pocket costs of performance hereunder to the date of such termination, as approved by Company, in which event, the finished Goods, completed Services or any work-in-process as of the date of termination will become the property of Company and Supplier will safely hold the same for a reasonable period of time subject to receipt of Company's written shipping or other disposition instructions.
- c. The rights of termination mentioned above will be in addition to Company's other legal rights and recourses whether set forth in this PO or not, including those established in the Master Agreement (if existing).
- d. In the event of termination of the PO, regardless of its cause, Supplier will provide such assistance as Company reasonably requires to allow any successor appointed by Company to take over Supplier's obligations under this PO. The termination of this PO, regardless of its cause, will be without prejudice to the rights and duties of Company accrued prior to termination. The provisions of this PO which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination or expiration.

- 16. Indemnity.** Supplier will indemnify and hold Company and Company Indemnities harmless from any and all claims, demands, causes of action, losses, damages, liabilities, expenses, reasonable attorney fees or obligations of any kind whatsoever including, but not limited to, damage or destruction of property, injury or death of persons, for loss of profits, loss of production, production interruptions and contract penalties, resulting from or connected with, directly or indirectly, in whole or in part, Supplier's performance under this PO or resulting from any default or other breach by Supplier (by action or omission) of its obligations or warranties under this PO.

**17. Insurance.**

- a. Supplier will maintain, throughout the term of Supplier's performance under this PO, general liability insurance, including product liability insurance, other insurance adequately covering Supplier's liability under this PO, or as provided on the face of this PO, as well as any insurance required by the applicable Laws.
- b. Supplier must obtain all insurance from reputable and solvent insurance companies.
- c. Upon request by Company, Supplier will promptly provide Company with the applicable certificates of insurance, as well as with proof of payment of the premiums.
- d. Any insurance coverage provided by Company will not release Supplier from any of its liabilities. The insured amounts cannot be considered nor construed as limitations of Supplier's liabilities.

**18. Force Majeure.**

- a. Contingency planning. Neither Company nor Supplier will be liable for the failure to perform or delay in the performance of its obligations under this PO to the extent such failure or delay is caused by or results from a Force Majeure Event.
- b. The party affected by the Force Majeure Event will immediately notify the other party using the fastest possible means of communication available to it, describing the circumstances of the Force Majeure Event, and will promptly notify the other party when the Force Majeure Event (or its impact on such party) has been abated.
- c. The affected party will not be held liable by the other party for such non-performance or delay as long as the fact of the occurrence of such Force Majeure Event(s) is duly proven or is reasonably provable.
- d. If Supplier's performance is delayed or hindered due to a Force Majeure Event, Company will not be obligated to pay any price to Supplier in respect of any Goods or Services not actually supplied or rendered.
- e. In case of a Force Majeure Event, Company will have the right to defer the date of delivery of the Goods or the Services or to cancel this PO or reduce the volume of Goods or amount of Services.
- f. Company will not be liable to Supplier for any costs or expenses incurred by Supplier as a result of any Force Majeure Event. However, if the delay in performance exceeds 30 days, the party awaiting performance will be permitted to terminate this PO upon 5 days' prior written notice to the other party, with no further obligation to the party claiming excusable delay.
- g. The failure, default or delay will not be excused if: (i) the prevention of the same is an obligation under this PO; (ii) the non-performing party or its personnel are at fault in causing the delay or failure to perform; (iii) the default or delay could have been anticipated, prepared for, or prevented by the use of reasonable precautions commonly employed by persons and entities in the business of the affected party; and (iv) the delay or failure to perform can be reasonably circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.

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### 19. Personnel.

- a. Supplier will be exclusively liable for all legal and labour obligations related to the engagement of its own personnel and its subcontractor's personnel, and such personnel will have no relationship whatsoever with Company or its representatives.
- b. Supplier assumes fully and exclusively the liability in case any of its employees or its subcontractors' employees files a claim, accusation or lawsuit related to labour, civil or any other kind of matters against Company or Company Indemnitees.
- c. Additionally, Supplier acknowledges specifically that Company Indemnitees will not be liable for any accidents of any kind, nor for damages, professional diseases or death of the personnel of Supplier appointed to carry out the activities related to the performance of this PO.
- d. Where specific Supplier personnel has been designated in the PO to perform the Services, such individuals may not be substituted by Supplier without the prior written approval of Company.

### 20. Confidentiality.

- a. Supplier acknowledges that in the course of providing the Goods or the Services hereunder, it may be exposed to certain information deemed to be confidential or proprietary by Company or its Affiliates (or their suppliers or consultants), including but not limited to information relating to Company's manufacturing processes and know-how, procedures and standards, information concerning the production and packaging of Company's products or other information (hereinafter collectively referred to as "Confidential Information").
- b. Supplier agrees that all such Confidential Information will be retained by Supplier and its personnel, agents and representatives as strictly confidential and will only be used in connection with the performance of this PO.
- c. Supplier will ensure that such personnel, agents, representatives or subcontractors are subject to the same obligations of confidentiality.
- d. Supplier will not disclose to anyone not connected with Company any Confidential Information obtained by it while serving as a supplier to Company, unless and only to the extent compelled by order of a court or regulatory body of competent jurisdiction.
- e. Supplier will promptly notify Company of any such order to allow Company an opportunity to interpose any objections it may have to such disclosure.
- f. Supplier will restrict the disclosure of the Confidential Information within its own organization to those persons who are directly concerned therewith and who have been informed of Supplier's obligations hereunder.
- g. Supplier agrees that upon ceasing to serve as a supplier to Company, or when requested by Company, Supplier will return to Company and not retain any memoranda of Confidential Information, or any drawings, blue prints, or other such reproductions.
- h. In the absence of written authorization from Company, Supplier must not mention its business relations with Company in any advertising or publication, or in any other form.
- i. Supplier and its employees will maintain the confidentiality of passwords, if any, for information system access provided to them by Company. The sharing of passwords is strictly prohibited.
- j. Supplier will not allow any photographs, negatives, cine films, video recordings, copies, sketches or notes to be made of Company's plant, equipment, products or processes or any part thereof. The provisions of this Article will survive the expiration or termination of this PO.

### 21. Data Protection.

- a. Definitions: "Controller", "Processor", "Data Subject", "Personal Data" and "Process/Processing" have the meanings set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), as amended or replaced from time to time, regardless of whether the GDPR is applicable in any particular circumstance. "Customer Personal Data" means Personal Data that are Processed by Supplier under, or in connection with, this PO (e.g., contact details of the Company's employees).
- b. To the extent that Supplier Processes any Company's Personal Data in connection with this PO, Supplier shall:
  - a) comply, and procure that its Affiliates and Subcontractors comply, with all applicable data protection laws in respect of the Processing of Company's Personal Data;
  - b) only Process Company's Personal Data in accordance with Company's instructions;
  - c) only Process Company's Personal Data to the extent necessary to perform its obligations under this PO and for no other purpose; and implement and maintain appropriate technical, organizational and security measures to ensure that Company's Personal Data are adequately protected against unauthorized Processing, disclosure, loss or misuse.
- c. Supplier shall not transfer any Company's Personal Data to any recipient (including Affiliate or Subcontractor) located outside the jurisdiction in which those Company's Personal Data originated without the Company's prior written consent. If such consent is granted, Supplier shall follow Company's instructions to ensure adequate safeguards are in place for any such transfers, in accordance with all applicable data protection laws.
- d. Supplier shall promptly notify the Company if:
  - a) it receives any communication from any Data Subject or data protection authority relating to any Customer Personal Data; or
  - b) it suspects, or is aware of, any data breach involving Customer Personal Data.
- e. If the Company reasonably believes that it is legally necessary for the Parties to enter into a further agreement regarding the Processing of Personal Data under this Agreement (including, but not limited to, an agreement in accordance with

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Article 28 of the GDPR) the Company shall notify Supplier of that belief, and the Parties shall promptly negotiate in good faith to enter such an agreement (a "Processing Agreement").

**22. Audit rights.**

- a. Company will be entitled on reasonable notice to Supplier to access by itself or its representatives (including authorized third party) relevant Supplier sites where Goods are being processed, produced or packaged, or Services are being performed, for the purpose of ensuring Supplier's compliance with this PO, the applicable Laws and the VW policies mentioned in Article 23.
- b. Supplier will make available on such occasions its applicable written records, grant Company access to relevant raw materials, packaging materials, supplies and associated production and warehousing facilities. Company and its representatives will be entitled to monitor production procedures during working hours and to take samples.
- c. The audits will in no way release Supplier from its obligations or liabilities. Prior notice will not be necessary when public health or safety are at risk.
- d. If an audit reveals that Supplier has not met its obligations, duties, warranties or undertakings, Company may, at its sole discretion: (i) cancel this PO with immediate effect; or (ii) grant Supplier a reasonable grace period to rectify the findings. In the latter case, if Supplier fails to rectify the findings within the provided period, Company will be entitled to terminate with cause the PO, with immediate effect, in addition to any other available remedies.
- e. For purposes of protecting the IPR, Company will have the right to monitor the status of packaging materials bearing such intellectual property, designs and printing tools in the possession of Supplier or its subcontractors. Supplier acknowledges Company's right to enter and audit Supplier's and its subcontractors' facilities and premises without prior notice, for the purpose mentioned above.

**23. VW policies.** Supplier warrants that it has carefully reviewed and understood, and will fully comply at all times with the latest version of the Code of Conduct for Business Partners (as published on [www.vwgroupsupply.com](http://www.vwgroupsupply.com)), as well as any other policy informed by Company to Supplier from time to time. Supplier will ensure that all of its suppliers comply with the policies mentioned above.

**24. Changes.**

- a. Company will have the right to make changes in this PO in any one or more of the following: (i) Specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance or point of delivery; (iv) delivery schedule, and (v) increase or decrease quantities by an amount not exceeding 20%.
- b. Supplier will notify Company in writing within 7 days of receipt of such change notice if Supplier desires any adjustment in the price or time of performance of this PO on account of said change notice, and such adjustment in price or time of performance will be binding only upon the written agreement by Company.
- c. Failure of Supplier to give such notice will constitute acceptance by Supplier of the terms of the change notice and Supplier's agreement to complete the PO as changed without adjustment in price or delivery dates and to be bound by all other obligations of this PO.

**25. Taxes.**

- a. Unless otherwise agreed in writing by Company the prices in this PO will be exclusive of VAT but inclusive of all other charges and taxes. Inclusion or exclusion of customs duties will depend on the applicable Incoterm.
- b. Supplier will provide Company with a VAT valid and formally correct invoice to enable Company to claim back VAT, if any.
- c. Company will use reasonable efforts to make sure that any taxes withheld are minimized to the extent possible under the applicable Laws and will provide all the necessary documents to enable Supplier to claim the withholding tax refund under the applicable tax treaty, if any.
- d. Supplier will be responsible for any withholding tax that it is unable to recover. For the purposes of this paragraph, withholding taxes are defined as any withholding tax or other deductions and obligations imposed by whatever legal, governmental or other authority to payments made by Company to Supplier.

**26. Notices.** Any notice or other communication required or permitted to be given pursuant to this PO will be deemed to have been sufficiently given if in writing and addressed to the domiciles indicated on the face of this PO. Company and Supplier may, by notice as aforesaid, designate a different address for notices or other communications intended for it.

**27. Applicable law and jurisdiction.** This PO will be governed by and construed in accordance with the laws of Portugal excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this PO. The jurisdiction for any dispute arising out of or in connection with this PO will be the competent courts in Lisbon. The prevailing party in any dispute will be entitled to reasonable attorneys' fees and court and mediation costs.

**28. Miscellanea.**

- a. This PO may be modified only if agreed to in writing by both Company and Supplier.
- b. In the event there is a conflict between the terms and conditions on the face of the PO and those on this document, the terms on the face will control.
- c. The invalidity, in whole or in part, of any provision of this PO will not affect the validity or enforceability of any other of its provisions.
- d. Nothing in this PO is intended or will be deemed to establish any partnership or joint venture between Company and Supplier, constitute Supplier the agent of Company or its Affiliates, nor authorize Supplier to make or enter into any commitments for or on behalf of Company.

## GENERAL PURCHASE ORDER TERMS AND CONDITIONS

Volkswagen Group Services, Unipessoal, Lda.

Quinta da Marquesa

2954-024 Quinta do Anjo Palmela

- e. The waiver by Company of any term, condition or provision herein stated will not be construed to be a waiver of any other term, condition or provision hereof, nor will such waiver be deemed a waiver of subsequent breach of the same term, condition or provision, nor will it be deemed a waiver of any provision in any subsequent order.
- f. Supplier will not delegate any duties, or assign or transfer any rights or claims under the PO without the prior written consent of Company, and any such delegation, assignment or transfer without such prior written consent will be null and void.
- g. Any consent from the Company to such transfer will in no way relieve Supplier of its responsibilities.
- h. Company may assign, transfer or delegate its rights and obligations under this PO, including its proprietary rights, in whole or part, as well as its position as a party, to any of its Affiliates, now or hereinafter existing, with previous notice to Supplier.
- i. For work on Company's premises, Supplier will abide by Company's safety and security rules and regulations then in effect for said premises. Any failure by Supplier's personnel to do so may result in Company instructing Supplier immediately to stop the work or remove such personnel from Company's premises and Supplier will provide a suitable replacement at no extra cost to the Company. Supplier will not make the time lost due to this situation the subject of a claim for extension of time or for additional costs or damages by Supplier.
- j. Supplier will keep the premises and work free and clear of all liens, and the work will remain at Supplier's risk prior to written acceptance by Company.
- k. Company hereby reserves all its other legal or equitable rights and remedies.
- l. If Supplier is part of a partnership or comprise more than one entity, Supplier's liabilities hereunder will be joint and several among those entities.
- m. Any notice served on one will be binding on them all.
- n. Supplier warrants that there are no commitments or other circumstances that will inhibit it from providing Services or delivering the Goods to the Company (including any conflicts of interest) as set out herein.
- o. Supplier will notify the Company, in writing, immediately upon becoming aware of the existence or possibility, of a conflict of interest. Company will decide, at its sole discretion, the course of action after said notice.
- p. Supplier will inform Company in writing of: a) any breach or incident related to environmental Laws or environment protection, occurred during the performance of this PO, and b) any inspection or administrative procedure related to Supplier's activity or its impact to the environment, which may have any effect or consequence on the execution of this PO.
- q. Nothing herein will be construed as granting exclusivity to Supplier in the supply of Goods or Services.
- r. This PO is available in Portuguese, Spanish and English languages. In case of contradiction, the Portuguese version will prevail.