

## I. Contract Conclusion – Conclusion and Content of the Contract

1. The present General Procurement Terms and Conditions (hereinafter referred to as “GPTC”) are intended to regulate the legal relationship between AUDI HUNGARIA Zrt. and/or AUDI HUNGARIA AHEAD Kft. (hereinafter referred to as “Client”) and the party selling goods, providing services to the Client’s benefit or submitting tenders for such goods and services (hereinafter referred to as “Partner”) (the Client and the Partner hereinafter referred to jointly as “Parties”). For the purposes of the GPTC, any rights and results transferred by the Partner are also considered Goods.
2. **The Partner is hereby informed that the provisions of these GPTC may differ from the law or from the contractual practice previously applied between the Parties.**
3. Our calls for proposals – including our tender notices – shall qualify as an invitation to tender together with the content of these GPTC, and our orders shall constitute an acceptance of the proposal together with the content of these GPTC. Any previous agreements between the Parties, previous business practices and customs known and used in the relevant business shall not become part of the contract.
4. The Partner shall submit the proposal in writing to the call for proposal of the Client, without any separate claim for remuneration. Unless otherwise agreed, the proposal shall be submitted on the forms indicated by the Client, indicating all the necessary data. The Client hereby excludes the application of the Partner’s

general terms and conditions, which shall not be binding on the Client even if they are not expressly rejected by the Client, if their content is not expressly contrary to these GPTC or if they contain different provisions on additional or non-essential matters. Upon confirmation or performance of our order by the Partner, this stipulation by us shall be deemed to be accepted.

5. By submitting the proposal, the Partner warrants that it is entitled to dispose of the intellectual creations falling under legal protection, submitted by it in the proposal and that the submission of the proposal and the assignment by the Client does not infringe any related copyright or other rights of any third party.
6. A contract binding on both parties shall be concluded **upon delivery of the order** communicated in response to the Partner’s proposal, unless the order constitutes an acceptance of a different content from that of the Partner’s proposal in material respects. The Partner shall be obliged to send a confirmation of the order within the deadline set in the order or the contract, or within three days if no deadline for confirmation has been set.

**In the event that the order contains material deviations from the Partner’s proposal, the contract shall be concluded upon confirmation of the order by the Partner** – in such case, the Partner shall confirm that the content of the contract is governed by the provisions of the order and the GPTC and that the terms and conditions of the Partner’s proposal shall only apply to the extent that they do not conflict with the order and the GPTC. **These provisions shall apply accordingly in the event that the Partner performs without confirming the order.**

**If the Partner fails to confirm the**

**order, the Client shall be entitled to unilaterally withdraw from the contract until the acceptance of the performance, and the Partner shall not be entitled to make any claim against the Client in respect of such withdrawal.**

7. If the Parties enter into individual or framework contracts with each other, these contracts or the contracts concluded pursuant to clause 1.6 shall be referred to as “Contract”.

## II. Performance requirements

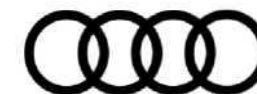
### II/A. General provisions

1. The Partner warrants that it has practical experience in the supply of the goods or services covered by the Contract and that it has the personal, material and legal conditions for the performance of the Contract, which it undertakes to maintain throughout the term of the Contract.
2. The Partner expressly warrants that the goods or services supplied by it are free of any third party rights or claims, both domestically and abroad, and that the use, utilization, transfer, assignment of the goods or services by the Client domestically and abroad does not infringe the intellectual property rights of any third party. This legal warranty also covers the production, use, transfer or assignment of the result produced using the goods supplied or services rendered.
3. The use of silicones or silicone-containing materials is prohibited in the Client’s entire plant area. The Partner warrants that the services or goods supplied by it are free from substances that may interfere with the curing of varnishes and that no such substances shall be emitted.
4. The Client shall be exempted from the

obligation to take delivery of the ordered goods or services in the event of force majeure or other operational disruptions leading to a limitation or interruption of the Client’s production, either in its own or its suppliers’ plant areas, which prevent the Client from taking delivery of the ordered goods or services, provided that the Client is unable to prevent the disruptions or the Client cannot be expected to prevent them. In this case, the Partner is not entitled to compensation and is not entitled to claim consideration for the goods or services until due performance. Until the obstruction has ceased, the Partner shall ensure the proper storage of the goods or the subject-matter of the services at its own expense and risk.

### II/B. Performance requirements for the carriage of goods

1. The provisions of this clause II/B shall apply in the case of a Contract for the carriage of goods. In the case of a Contract for the provision of services, they shall apply only to the extent that the Partner supplies the Client with specified goods as part of or as a result of the provision of services under this Contract.
2. The Partner shall deliver the goods that are in conformity with the Contract – in accordance with the materials, drawings and standards – and certified as free of any defects within the agreed time limit and in the agreed quantity, in the highest class quality that complies with the DIN standard (including the applicable DIN EN, DIN EN ISO, DIN VDE, etc. standards) and shall provide proof thereof by handover of a quality certificate. The Partner is obliged to comply with the packaging requirements specified by the Client during the delivery,



and in the absence of such requirements, the Partner is obliged to deliver the goods in non-returnable, disposable, per-demand packaging, which is suitable for the preservation and conservation of the goods. The Partner is obliged to attach the documents required by the Client to the delivery.

3. Title to the goods delivered under the Contract shall pass to the Client upon acceptance.
4. During the quantitative acceptance of the consignment at the Client's headquarters, the findings made with regard to number of pieces, size and weight are essential. **The Client is not obliged to accept partial, advance or additional deliveries and to take delivery of the goods.**
5. Only goods for which the applicable customs duties, VAT or other public charges have been paid and the conditions for their placement on the domestic market have been fulfilled may be delivered to the Client's premises. The delivery of products prohibited by Hungarian or European Union legislation to the Client's premises is prohibited.
6. Unless otherwise provided for in the Contract, the Partner shall deliver the ordered goods to the Client's place of business subject to **DDP Győr (INCOTERMS 2010)** parity.
7. Consignments sent subject to "cash on delivery" shall be rejected by the Client.
8. Delivery notes must be duly completed in accordance with any Client requirements. The delivery note must also indicate the contract/order/call number, the name and telephone number of the requester indicated on the order, the description of the goods, their article number, their gross and net weight and the supplier number, even if not specifically required. The goods must be accompanied by 1 delivery note. If the Supplier fails to attach

the delivery note, the Client shall be entitled to refuse to take delivery of the goods and to return the goods at the Supplier's risk and expense.

### II/C. Performance requirements for the provision of services

1. The Partner shall provide the service as contractually agreed and to the highest possible standard.
2. The Partner shall exercise effective control over the work carried out by the Partner on the Customer's premises and shall bear responsibility for the place of work.
3. The Partner shall issue a performance certificate of the completion of the service and have it signed by the Client's contact person. The performance certificate must indicate the order/contract/call number, the name, telephone number and cost center of the requester, the subject of the service, the quantities of services actually performed and the consideration for the service, as well as the supplier number.
4. Unless otherwise provided for in the Contract, the place of performance shall be the Client's registered office.

### III. Breach of Contract

#### III/A. Contractual penalty

1. In the event of late performance by the Partner, the Client shall be entitled to the enforcement of a penalty of 2% per day of the net consideration for the Goods or services delivered or provided late. The total amount of the default penalty may not exceed 20% of the net consideration for the goods or services. In the event of defective performance, the penalty terms determined for delay shall prevail until the error has been rectified.

#### III/B. Defective performance, liability

1. **The Partner shall be subject to a 12-month warranty and 24-month guarantee period, unless**
  - the Parties mutually agree on a different warranty/guarantee period;
  - the Partner's proposal or the law provides for a longer warranty/guarantee period, in which case the longer proposal or legislative period shall prevail.
2. **The Client shall be entitled to investigate and object to quality defects** – both in the case of obvious and latent defects – **at any time** within the limitation period according to clause III/B.I.
3. In the event of defective performance, the Client may, at its option, request repair or replacement or, if this would damage or jeopardize the Client's interests, it shall be entitled to have the defect repaired or replaced at the expense of the Partner.
4. In the event of defective performance, the rules on default by the Partner shall apply accordingly until contractual performance is complied with.
5. In the case of delivery of goods, the Partner shall assume product warranty for the goods delivered by it, shall be liable within the scope of such warranty and shall indemnify the Client for any costs incurred in the performance of a product warranty claim asserted by a third party.
6. Where the Client is liable to the consumer for defective performance, the Client may claim from the Partner the reimbursement of the costs of satisfying the consumer's claims for defective performance, where the Client's defective performance to the consumer is attributable to the Partner's defective

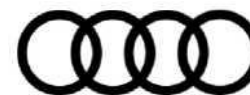
performance to the Client.

#### III/C. Withdrawal, termination

1. The Client shall be entitled to withdraw from or terminate the Contract with immediate effect if
  - the Partner is in material breach of its obligations under the Contract or the GPTC, or fails to comply with its obligations within the grace period set; or
  - the Partner, in the exercise of its rights or in the performance of its obligations under the Contract, breaches the requirements of good faith and fair dealing or otherwise acts unlawfully, or circumstances arise in its sphere of interest in respect of which the Client can no longer be expected to further maintain the legal relationship, or the court orders the Partner to be wound up by a final court order.
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2. The above provisions shall not limit or exclude the Client's statutory rights of withdrawal, termination or its other rights.
3. **The Partner shall only be entitled to withdraw from the Contract or terminate it with immediate effect or suspend performance on the grounds of the Client's default in payment if the Client is instructed by the Partner in writing to comply with the payment obligation, subject to a grace period of at least 30 days for payment, and the grace period has expired without success.**

#### III/D. Compensation for damage

1. In the event of a breach of contract by the Partner, the Client shall be entitled to **claim compensation for all proven damage** incurred in this regard. **The**



Partner acknowledges that the breach of contract may cause damage to the Client due to loss of production. The Partner is also obliged to indemnify the Client regarding all claims by third parties arising from the Partner's breach of contract.

#### IV. Financial terms

1. The Partner shall be entitled to claim the fee set out in the Contract, which shall include all costs and fees associated with contractual performance. Invoices containing other costs (e.g. carriage, packaging, etc.) not included in the Contract shall be rejected.
2. The currency of the invoice is the currency indicated in the Contract.
3. The Client's Customs and Finance Specifications, which are available at <https://audi.hu/hu/altalanos-informaciok/dokumentumaink.html>, form part of each Contract and the Partner shall obtain those in their current form and comply with their contents at all times. **The Client shall only accept electronic invoices issued in the form specified in the above document.**
4. The Partner shall issue the invoice and send it to the Client within the time limit set out in the applicable legislation, but no later than 30 days after the date of issue of the document certifying performance.
5. Unless otherwise agreed in writing, the Client shall pay the consideration for the performance by bank transfer within 30 days of receipt of the invoice which is free of any formal or substantive errors. In the event of a legitimate objection to the invoice, the payment deadline for the invoice will be interrupted and it will restart from the date of receipt of the corrected invoice. **In the event of late payment, the interest rate**

for late payment shall be the base rate of the central bank valid on the first day of the calendar half-year affected by the delay, or the three-month EURIBOR rate in the case of EUR, plus two percentage points.

6. The assignment to a third party or the creation of a lien on claims against the Client arising from the Contract shall be possible only with the prior written consent of the Client.

#### V. Assets, documents provided for the performance of the Contract

1. The production tools (including models, samples, dies, tools, templates, drawings) and other aids to performance, or documents provided by the Client to the Partner and accepted by the Partner in a verified manner, or prepared by the Partner according to data provided by the Client, may not be alienated, encumbered, transferred, copied, reproduced or used for the benefit of third parties without the written consent of the Client, and the Partner shall be obliged to retain them until they have been accepted by the Client with written confirmation. VW Group companies are not third parties for the purposes of this clause.
2. After the termination of the Contract, the Partner shall return to the Client's premises, without notice, any production tools provided by the Client or produced by the Partner at the Client's expense, in an unchanged condition.
3. The results developed or improved in cooperation between the Client and the Partner may only be delivered to third parties with the written consent of the Client.

#### VI. Subcontractors

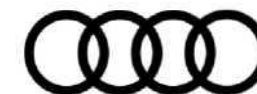
1. The Partner shall inform the Client in advance of any subcontractors it intends to involve in the performance of the Contract. **The Client reserves the right to exclude the use of certain subcontractors or to withdraw a consent already given.** The Client shall not be obliged to accept any unauthorized performance by a third party.

#### VII. Trade secrets, advertising, trademarks, intellectual creations

1. The Partner shall treat all facts and information obtained in the course of its business relationship with the Client as trade secrets and shall not be entitled to use those for its own benefit or for the benefit of third parties or to make them available to third parties even after the termination of the business relationship. The Partner may use trade secrets exclusively for the purpose of achieving the goals of the business relationship and solely to the extent required for the cooperation. The business relationship with the Client is also subject to confidentiality.
2. The Partner shall ensure that the obligation of confidentiality also applies to the persons involved in its performance (including, but not limited to, employees, subcontractors, agents, other third parties).
3. The Partner may only refer to the business relationship with the Client as a reference, and may only refer to it in advertising if the Client has given its prior written consent thereto. The Client reserves the right to withdraw a consent already given.
4. The Partner may use the Client's trademark or logo only if the Client gives

instructions to that effect in the Contract, and the goods produced which that may be sold only to the Client. The returned goods with trademarks complained must be destroyed by the Partner.

5. For intellectual property already held by the Partner, incorporated in the result of the performance and necessary for their exploitation and use (**Background IP**), the Partner grants Client a non-exclusive perpetual right of use, , without restrictions to geographical scope to the required extent , , and agrees that the Client may sub-license the intellectual property rights to VW Group companies without the Partner's prior consent. The Client or the VW Group companies are entitled to grant third parties a right of use solely for the purpose of, to the extent of and for the duration of performance for the benefit of the Client or the VW Group company.
6. It is the Partner's obligation to properly document the intellectual property (**Foreground IP**) produced by the Partner during performance. The Client shall be entitled to the exclusive right of exploitation. For this purpose, the Partner must assert rights to Foreground IP in accordance with the legal requirements. The of the property rights to the Client shall automatically take place upon delivery of the documentation relating to them. If the law excludes the transfer of property rights, the Partner shall grant to the Client an exclusive, perpetual, sublicensable and transferable right of use, without restrictions to geographical and material scope, and without the Partner's prior consent.,
7. The remuneration paid by the Client shall also include the remuneration for the transfer of rights pursuant to clauses 5 and 6 above. The Client does not undertake to pay the remuneration due to the author or inventor in respect of the



Partner's employees.

its rights in this regard in writing.

### VIII. Maintenance of contact

1. The Parties expressly authorize the contact persons designated by them to communicate and make declarations in connection with the preparation and performance of the Contract. Notifications regarding their legal relationship shall be sent through these designated contact persons.
2. **In addition to the e-mail address of its individual contacts, the Partner is obliged to designate a central e-mail address to receive legal statements related to the performance of the Contract, where e-mails can be received and read. The Parties agree that e-mails sent to the e-mail address of the Partner's contact persons specified in the Contract and/or to the Partner's central e-mail address shall be deemed to be made in writing. The Partner shall confirm receipt of the e-mail by e-mail without delay; in the event of a failure to do so, the legal statements sent as described above shall be deemed to have been delivered on the working day following the day of dispatch (except in the case of an automatic delivery failure notification).**

### IX. Waiver

**Upon termination of the Contract, any claims arising from the Contract which have not been asserted by the Partner in the course of the voluntary liquidation or handover/acceptance by the Parties shall be deemed to have been waived by the Partner and those shall not be enforceable thereafter, unless the Partner expressly reserves**

### X. Liability insurance

1. The Partner shall have adequate liability insurance cover and shall maintain such insurance cover for the entire duration of the Contract. The Partner shall produce the liability insurance policy and proof of payment of the insurance premium at the Client's request.

### XI. Data protection provisions

1. In accordance with the following provisions, the Hungarian data protection legislation and the EU General Data Protection Regulation 2016/679 (hereinafter "GDPR") shall apply to all data controlling and data processing activities in connection with all Contracts between the Client and the Partner. If the Client is the data controller, the legal basis and purpose of data controlling shall be the legitimate interest related to the conclusion and performance of Contracts concluded with the Partner and the fulfilment of legal obligations.
2. The personal data concerned by the data controlling are the identification and contact details of the Partner's employees, which the Client is entitled to process and retain for the purpose of performing the Contract for as long as the purpose of the Contracts between the Parties is fulfilled and until full settlement or the legally required retention period for the fulfilment of a legal obligation. The personal data are only accessible to the Client's employees who act for the purpose of concluding and performing the Contracts. The Client shall provide an appropriate level of protection and guarantee against unauthorized access, intrusion and other data breaches. The

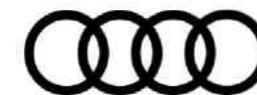
Client may use third party data processors who are GDPR-compliant and who are appointed in a written data processing contract for the purpose of performance of the Contracts between the Parties.

3. The Partner's employees concerned may request further information about the processing of their data, request access to their data, if they believe that their data are incorrect or should not be processed, they may request their rectification, erasure, restriction of processing, and object to the processing of their data at [adatvedelem@audi.hu](mailto:adatvedelem@audi.hu). Furthermore, in the event of a violation or threat of violation of their data protection rights, they have the right to lodge a complaint with the National Authority for Data Protection and Freedom of Information (address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c.), and they have the right to bring a civil action before the competent court in the event of a breach of their personal rights.
4. If one of the Parties acts as a data processor in the performance of the Contract in accordance with the data protection legislation in the version of the General Purchasing Terms and Conditions of AUDI HUNGARIA Zrt. and AUDI HUNGARIA AHEAD Kft. in force from 01.07.2023, the Parties shall enter into a written data processing contract in accordance with Article 28 of the GDPR. If, in order to perform the Contract, the processing party wishes to transfer the personal data concerned by the processing to a third party processor, it must obtain the prior consent of the controller for the data transfer and enter into an additional processing contract with the third party in accordance with the GDPR. The processing party is liable to the controller for the processing activities of this third party.

5. The Processing Partner is not entitled to transfer or process the personal data concerned by the processing outside the European Economic Area. This may be derogated from only by an express written agreement between the Client and the Partner, provided that one of the safeguards set out in Chapter V of the GDPR applies.
6. The Partner shall inform its employees of the above data protection provisions. In addition, other privacy notices may apply to the data processed in the course of the Client's activities. These data protection obligations shall survive the termination of the Contracts between the Parties.

### XII. Applicable law, disputes and rules

1. Unless otherwise expressly agreed in writing by the Parties, the Hungarian substantive and procedural rules shall apply in the legal relationship of the Parties, excluding the application of the rules of private international law and the Vienna Convention on Contracts for the International Sale of Goods. The Parties shall endeavor to settle their legal disputes amicably. If such amicable settlement proves impossible, the Parties shall submit to the exclusive jurisdiction of the competent Court at the seat of the Client.
2. In the performance of its obligations, the Partner shall comply with the legal and regulatory requirements and the annexes to the GPTC, in particular the Client's customs and finance, environmental, safety, security and IT requirements (the current version of which is available at the following address: <https://audi.hu/hu/altalanos-informaciok/dokumentumaink.html>)
3. If the Partner is unable to obtain the



relevant documents specified in these GPTC by the means of the access provided, it may request in writing that the documents be made available, stating the reasons for the obstacles. Failure to do so may not be relied upon by the Partner as a lack of knowledge of these requirements.

**AUDI HUNGARIA Zrt.**

Registered office: 9027 Győr, Audi Hungária út 1  
Registered at the Court of Registration of the Győr Regional Court  
Cg. 08-10-001840

**VAT numbers:**

Hungarian VAT no.: 23391475-2-08  
Hungarian intra-community VAT number: HU23391475

**XIII. Sustainability criteria**

1. The “VW Group Sustainability Requirements in Relationships with Business Partners (Code of Conduct for Business Partners)” contains the sustainability requirements that Business Partners are obliged to comply with in their business activities. The Client also has these requirements set for its own Business Partners.
2. The “VW Group Sustainability Requirements in Relationships with Business Partners (Code of Conduct for Business Partners)”, in its currently valid version, which the Partner is obliged to comply with, shall form part of the Contract concluded with the Partner. The current text of the sustainability criteria is available at [www.vwgroupsupply.com](http://www.vwgroupsupply.com).

**AUDI HUNGARIA AHEAD Kft.**

Registered office: 9027 Győr, Audi Hungária út 1  
Registered at the Court of Registration of the Győr Regional Court Cg. 08-09-035615

**VAT numbers:**

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