

General terms and conditions for the provision of services or sale of goods to Volkswagen Group Services Sp. z o.o. (As of 01.02.2025)

1.	DEFINITIONS	2
2.	APPLICABILITY OF THE	TERMS 2
3.	APPLICABLE LAW	2
4.	REQUESTS FOR QUOTATION AND	OFFERS 2
5.	CONCLUSION OF THE	AGREEMENT 3
6.	INVOICES; PAYMENT TERMS.....	3
7.	SUBCONTRACTORS	4
8.	ASSIGNMENT OF	CLAIMS 4
9.	UNFAIR COMPETITION. LIABILITY OF COLLECTIVE ENTITIES.	5
10.	COPYRIGHT AND INDUSTRIAL PROPERTY RIGHTS; CONFIDENTIALITY; ADVERTISING.....	6
11.	SCOPE/AMENDMENT OF THE AGREEMENT	7
12.	DEADLINES; DELAY.....	7
13.	CONTRACTOR'S LIABILITY FOR IMPROPER PROVISION OF SERVICES	8
14.	PROTECTION OF PERSONAL DATA	9
15.	FINAL PROVISIONS	9
16.	SEVERABILITY CLAUSE	9
17.	PLACE OF EXECUTION. COURT COMPETENT	9
18.	VOLKSWAGEN GROUP'S SUSTAINABILITY REQUIREMENTS IN RELATIONS WITH BUSINESS PARTNERS	5

1. Definitions

Whenever the following terms and conditions are used in these general terms and conditions for the provision of services or sale of goods to Volkswagen Group Services Sp. z o.o., it should be understood as:

1.1 VGS

Volkswagen Group Services sp. z o. o.

1.2 Conditions

The Terms and Conditions are these general terms and conditions for the provision of services or the sale of goods to VGS.

1.3 Services

Services means all services in the field of transport, assembly, disassembly, collection of waste and sewage, property management, as well as any other services for VGS and activities performed under the contract of mandate.

1.4 Commodities

Commodities are all movable things as well as all forms of energy, water and steam. Goods within the meaning of these Terms and Conditions are also intangible assets that can be traded, such as rights and licenses.

1.5 Agreement

Agreement means a contract for the provision of services or a contract for the sale of goods, under which the Counterparty provides services or sells goods to VGS. An order is also considered to be a Contract.

1.6 Counterparty

Counterparty means an entity, including an entrepreneur within the meaning of Article 43¹ of the Civil Code, making an offer to conclude a contract or to which VGS addresses a request for proposal or an order for the provision of services or an order for the purchase of goods.

1.7 Sale of goods

Sale of Goods means the sale, delivery or other contract or order by which VGS acquires ownership of the Goods.

1.8 Form of legal transactions

Written form means written form within the meaning of Article 78 of the Civil Code, unless otherwise stipulated in the Terms.

Submission of a statement by VGS in the form of sending an order via e-mail within the meaning of Article 77² of the Civil Code is also

considered equivalent to the written form.

1.9 Request for quotation

An inquiry is an invitation addressed to the Contractor by VGS to submit offers as part of the tender competition conducted by VGS.

2. Applicability of the Terms

2.1

These Terms apply to all contracts for the provision of Services or the sale of Goods, including activities related to or prior to the conclusion of these agreements. These Terms and Conditions also apply to the preparation and submission of offers by the Counterparty in response to the request for proposal.

The use of all templates of the Contractor's agreements is admissible if VGS and the Counterparty have agreed so in writing. Acceptance of the performance of the contract by VGS without an express reservation or payment by VGS without objection does not in any way imply acceptance of the Service Provider's model contracts. In the event of a conflict between the provisions of the agreement concluded by VGS with the Counterparty and the content of the Terms, the provisions of the agreement shall prevail.

3. Governing Law

All agreements to which these Terms apply shall be governed by Polish law, unless expressly agreed otherwise.

4. Inquiries and quotations

4.1

Any requests for quotation submitted by VGS are considered binding only if they are submitted in writing, document or electronic form.

4.2

Requests for quotation submitted by VGS cease to be binding if the Contractor does not submit an offer within two weeks from the date of delivery of the request for proposal, unless a different date is indicated in the request for proposal.

5. Conclusion of the Agreement

The conclusion of the Contract for the provision of services or sale of goods takes place in accordance with the form of legal actions specified in point

1.8 of these Terms.

6. Invoices; payment terms

6.1

Invoices for Services rendered or Goods sold shall be sent by the Contractor to the address indicated in the contract or order. The invoice must meet the requirements set out in Article 106 e of the Act of 11 March 2004 on the tax on goods and services, in particular to include the tax identification number (NIP) or other corresponding identification number of the Contractor and the number and date of the order or contract, as well as the agreed remuneration for the provision of Services/sale of Goods,

with a separately disclosed amount of value added tax.

6.2

The Contractor issues invoices for each settlement period specified in the Service Contract or in the Goods Sale Agreement. If the Agreement does not specify a settlement period, it is assumed that the settlement period is a calendar month. An invoice cannot be issued later than 7 business days after the end of the accepted billing period.

6.3

In the event of improper performance of the contract by the Contractor, VGS is entitled to withhold the payment or the relevant part thereof until the proper performance of this contract.

6.4

Payment for the service is made to a bank account. The Counterparty is obliged to provide the name of the bank and the bank account number before commencing the performance of the contract for the provision of services or at the latest when issuing an invoice. The Counterparty is obliged to inform about any change of bank or account number immediately, but not later than

within 3 working days. Letters concerning changes in the bank account number or the Bank should contain signatures of persons authorized to represent the Counterparty and information about the contact person. The information mentioned in the preceding sentences is obliged to provide the Counterparty with

in writing.

Failure to provide information by the Contractor releases VGS from responsibility for the correctness of bank transfers.

7. Subcontractors

7.1

The contractor should perform the contract within its own enterprise. The performance of part or all of the contract by the subcontractor is possible only after the prior consent of VGS. The consent may be given in writing or by e-mail. The performance of part or all of the Contract by the Subcontractor does not release the Counterparty from liability for the performance of the Contract.

7.2

The Contractor bears full responsibility for the actions of the Subcontractors and is obliged to check whether these Subcontractors comply with the law, in particular in the field of labor law and product safety as well as occupational health and safety.

8. Assignment of receivables

8.1

The Counterparty may not assign to a third party its claims against VGS under the contract without the prior written consent of VGS or authorize a third party to pursue such claims.

9. Unfair competition. Liability of collective entities.

9.1

The Counterparty is obliged to ensure that its employees or other persons acting on its behalf on the basis of other legal relationships do not commit acts to the detriment of VGS indicated in Chapter 2 of the Act of 16 April 1993 on combating unfair competition (Journal of Laws of 2003, No. 153, item 1503, as amended).

9.2

In connection with the performance of the contract, the contractor is obliged to comply with the following rules:

- cannot violate the provisions of applicable law by their behaviour (acting, abolishing or omission). This prohibition also applies to employees, representatives of the Counterparty and other persons acting on its behalf or for its benefit and refers in particular to behaviours that may lead to the commission of offences specified in Article 16 of the Act of 28 October 2002 on the liability of collective entities for acts prohibited under penalty (Journal of Laws of 2002, No. 197, item 1661, as amended. as amended). This prohibition applies in particular, but not exclusively, to such prohibited acts as, m.in: abuse of trust, capital fraud, obstruction of the pursuit of claims, money laundering,

keeping unreliable records, obstruction of public tenders, bribery and paid influence, fraud, falsification of documents, certification of untruth, use of false certification, computer sabotage, fiscal crimes against tax obligations and settlements on account of subsidies or subsidies, fiscal offences against customs duties and the rules of foreign trade in goods and services, export of hazardous waste abroad contrary to applicable regulations, violation of trade secrets, copying of products, counterfeiting of money, falsification of trademarks;

- is obliged to take all possible measures to protect VGS's good name and to avoid any actions or omissions that could lead to damage to the good name

VGS;

- is obliged to act within the framework of the tasks entrusted to him (and the powers of attorney and other authorizations granted). Any deviation from the scope of the entrusted tasks (or granted powers of attorney or other authorizations) is possible only after receiving the prior consent of VGS.

10. Copyright and industrial property rights; confidentiality; advertising

10.1

VGS or Volkswagen AG shall have all rights, including intellectual property rights, with respect to all plans, drawings, sketches, calculations and other documents, regardless of their medium, as well as models and designs provided to the Counterparty in connection with the conclusion of the Agreement. The objects of these rights may not be made available to third parties without the prior written consent of VGS. The Counterparty may use them only for the purpose of performing the contract concluded with VGS, and after its performance they should be immediately returned to VGS without a separate request from VGS.

10.2

The Counterparty may place trademarks and trademarks of VGS or other entities capitally related to VGS, in particular Volkswagen AG, on items or products manufactured by it under

the Agreement, if such authorization is clearly stated in the documents provided by VGS

in connection with the performance of the Agreement or if VGS gives such an instruction to the Contractor.

The Contractor shall treat all information, documents and other items provided to the Contractor by VGS in connection with the with the preparation of the offer, conclusion and performance of the contract as a trade secret of VGS within the meaning of Article 11 sec.

4 of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2003, No. 153, item 211, as amended). The obligation to maintain secrecy also exists after the Contractor has performed the Agreement, unless the information, documents or other items covered by VGS's trade secret have become publicly available or known.

11. Scope/amendment of the agreement

11.1

The Agreement covers the performance of the Services or the delivery of the Goods in a complete and correct manner.

11.2

If, in the course of the performance of the Agreement, it turns out that it is necessary to change the scope of this agreement, each party is obliged to immediately notify the other party of this fact in writing, in a document or by e-mail.

12. Deadlines; Delay

12.1

The deadline for the performance of the contract is binding for the Contractor.

12.2

If the parties do not specify in the Agreement the date of commencement of performance of the contract by the Contractor, the Counterparty is obliged to immediately commence the performance of the Agreement.

13. Counterparty's liability for improper performance of the Agreement

13.1

The Counterparty shall be liable for improper performance of the Agreement

13.2

If the Counterparty performs the contract improperly, VGS calls on the Counterparty to remove the irregularities within the time limit set by VGS. If the Counterparty is unable to comply with the request submitted by VGS

within the appropriate time limit set by VGS, then VGS may withdraw from the Agreement. The resulting costs are borne by the Contractor. VGS is entitled to deduct (also contractual) the costs related to the removal of irregularities from the receivables due to the Counterparty towards VGS.

13.3

If the Counterparty re-performs the Contract in an improper or defective manner, VGS is entitled to withdraw from the Contract without setting an additional deadline for the Counterparty to properly perform the Contract. The resulting costs are borne by the Contractor. VGS is entitled to deduct (also contractual) the costs related to the removal of irregularities from the receivables due to the Counterparty towards VGS.

13.4

If, despite the ineffective expiry of the deadline set for the Contractor by VGS, VGS does not withdraw from the contract, then VGS may remove the irregularities itself or commission a third party to remove them. The resulting costs are borne by the Contractor. VGS is entitled to deduct (also contractual) the costs related to the removal of irregularities from the receivables due to the Counterparty from

VGS.

14. Personal data protection

If the Counterparty obtains access to personal data as part of the provision of services covered by the Agreement, it is obliged to comply with the applicable data protection regulations, and in particular it will process personal data only for the purpose of providing services (purpose) resulting from the Agreement, it will ensure that its employees will gain access only to the necessary scope of data and will oblige its employees to maintain data secrecy and instruct them to comply with data protection regulations, and will also be able to demonstrate it upon request of VGS. The Service Provider guarantees the protection of personal data in accordance with the state of the art. In the case of processing personal data by the Counterparty on behalf of VGS, the Counterparty shall conclude the required agreement on entrusting the personal data for processing submitted by VGS. The Contractor guarantees that the processing of personal data assigned to VGS customers will take place only on the territory of Polish, a member state of the European Union or a state that is a party to the Agreement on the European Economic Area.

Deviations from the above must be expressly agreed in writing between VGS and the Counterparty and are subject to the condition of concluding any agreements necessary for this purpose.

15. Final provisions

Any changes in the content of the legal relationship between VGS and the Contractor must be made in writing.

16. Severability clause

Should any provision of these Terms and Conditions or any other provision of the binding parties be or should be ineffective or unenforceable in the future, the validity of the remaining provisions of the Agreement shall not be affected. The above applies accordingly to possible contractual gaps.

17. Place of execution. Competent court

17.1

The place of performance of the services under the contract is the registered office of VGS, unless the parties have expressly agreed on another place of performance.

17.2

The court competent for the settlement of disputes is the common court of the registered office of VGS. However, VGS may pursue its claims before the court competent for the Contractor's registered office.

17.3

In the event of disputes, the English version of these General Terms and Conditions of Service or Sale of Goods shall prevail.

18. Volkswagen Group requirements

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w relations with business partners

18.1

"The Volkswagen Group's requirements for sustainable development in relations with business partners" (Code of Conduct für Geschäftspartner) form part of the contract, in a form valid and valid at the time of conclusion of the contract.

If the terms and conditions of the contract, including the "Volkswagen Group Requirements for Sustainability in Relations with Business Partners (Code of Conduct für Geschäftspartner)" are not included in the offer or order, they can be obtained at

www.vwgroupsupply.com or
www.volkswagen-groupservices.pl

18.2

In accordance with the Volkswagen Group's compliance principles, business partners are

analysed before establishing business contacts in order to confirm their good reputation. In this respect, each potential contractor undertakes to cooperate and, in particular, to provide true and reliable answers.