

Performance Specifications

General Part

Document 2a-B

Porsche Lifestyle Group

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I. About the company

Porsche Lifestyle GmbH & Co. KG [Porsche Lifestyle Group] (PLX), with headquarters in Ludwigsburg, is a 100% owned subsidiary of Dr. Ing. h.c. F. Porsche AG in Stuttgart. The company's activities are concentrated on the areas of **Porsche Design**, **Porsche Lifestyle**, **Porsche Design Timepieces** in Solothurn, Switzerland, and **Studio F. A. Porsche** in Zell am See, Austria.

II. Contract documents for the supply relationship

Apart from these **Performance Specifications – General Part ("PS-GP")**, the Supplier also receives the **Performance Specifications – Individual Part ("PS-IP")**.

The Supplier shall prepare its **quotation** solely on the basis of the PS-GP and PS-IP.

The PS-GP and PS-IP are combined with the Supplier's quotation in a **technical specification ("TS")**.

PLX shall place an order solely on the basis of the technical specification by issuing a letter of instruction through which a framework contract comes into being.

PLX shall call forward the respective contracted goods by means of **individual orders**.

III. Requirements

1. Applicable conditions of purchase

PLX shall place the orders solely on the basis of the following conditions of purchase. Quotations from a Supplier in which the Supplier refers to its own conditions of sale or other conditions that are at variance with these conditions of purchase shall not be taken into consideration by PLX from the outset, unless PLX has agreed upon written deviations with the Supplier (cf. point 18 below).

Only provisions referred to with the abbreviation "Pt." represent references within the following conditions of purchase (e.g. Pt. 3.1, 3.2 and 3.3).

1. Object of the contract

- 1.1. The Supplier undertakes to manufacture and exclusively supply the contracted goods listed in Pt. 2 of the PS-IP or in the TS to PLX or to a third party designated by PLX. If Pt. 2 of the PS-IP or the TS is extended with further items by agreement, all the conditions of this contract shall also apply to these items.
- 1.2. The PS-GP, PS-IP and TS form part of the contract.
- 1.3. PLX is entitled to demand changes to the contracted goods at any time. The Supplier shall assess the effects of such changes on costs and deadlines and notify PLX. The contractual partners shall subsequently reach agreement over the necessary changes.
- 1.4. This contract does not give rise to any obligation on the part of PLX to place subsequent or other orders.

2. Orders, delivery dates and quantities

- 2.1. Orders are placed in the form of individual orders with binding indications of dates, quantities and places of delivery, with reference to an unambiguous order number. The basis for determining the delivery quantity and delivery dates is the minimum order quantity per item agreed in the TS and the scheduled delivery time expressed in calendar days from the order date.
- 2.2. The Supplier undertakes to stipulate and adhere to the scheduled delivery times in Pt. 2 of the PS-IP or in the TS for each item.
- 2.3. The Supplier must confirm orders without delay and no later than 10 days after receipt (arrival at PLX, in writing) or to reject them, together with an indication of the reason. If the deadline expires without contradiction, the order shall then be deemed accepted. However, PLX is entitled to withdraw the order if the Supplier does not confirm it within three weeks of receipt.
- 2.4. The Supplier undertakes to adhere precisely to the delivery quantities. PLX reserves the right to return any and all deliveries that deviate from the specified quantity by +/- 0% at the expense and risk of the Supplier. Independent hereof, PLX is not obliged to accept or pay for the overdelivery or underdelivery.
- 2.5. The Supplier undertakes to adhere strictly to the delivery dates. PLX reserves the right to return or store early deliveries at the expense and risk of the Supplier or, in the case of early delivery, only to make payment on the date on which the delivery was scheduled to have been made.
- 2.6. PLX can at all times require changes to its orders; such changes must be reasonable for the Supplier.

3. Delay, penalty

- 3.1. The Supplier undertakes to adhere to the delivery dates shown in the accepted orders.
- 3.2. If the Supplier determines that it is unable to adhere to these dates, it must then inform PLX in writing without delay. This duty to provide information includes the probable duration of and reason for the delay, as well as the measures taken by the Supplier to minimise the delay.
- 3.3. The Supplier undertakes to accelerate the delivery in order to avoid and reverse delays to delivery dates; in particular this includes changing the mode of transport, e.g. from sea freight to air freight. Any costs incurred shall be entirely at the expense of the Supplier.

- 3.4. If the agreed dates are not adhered to, statutory regulations shall then apply.
- 3.5. For each infringement of the obligations under Pts. 3.1, 3.2 and 3.3, the Supplier undertakes to pay PLX a penalty of 1% per week or part thereof up to a maximum of 10% of the value of the outstanding delivery, up to a maximum of 10% of the value of the outstanding delivery to be paid on the basis of the first order confirmation by the Supplier. The contractual penalty shall be offset against any damages asserted by PLX.

4. Delivery

- 4.1. Both direct consignments and deliveries must be announced immediately prior to performance by means of a shipping note, which shall be arranged precisely by type, quantity and weight. Detailed information on this subject can be found in section 4.3.2, Logistics requirements (section 4).
- 4.2. Hazardous goods must be identified and classified in the accompanying papers in accordance with the applicable international and national regulations.
- 4.3. The transfer of risk takes place independently of the selected Incoterms (cf. Pts. 5.2 and 5.3) only upon direct transfer of the goods at the place of receipt. Transfer to the haulier does not represent any transfer of risk.
- 4.4. The Supplier undertakes to take out appropriate transport and breakage insurance.
- 4.5. If consignments are delivered earlier than agreed, PLX reserves the right to reject shipments and to return them at the expense of the Supplier. If an early delivery is not returned, the goods shall then be stored at PLX until the delivery date at the expense and risk of the Supplier.
- 4.6. If a calendar week is agreed as the delivery period, the goods must then be delivered by no later than the delivery time on the Friday of the calendar week in question.
- 4.7. If the supplier is connected to the supplier portal of PLX, he must release the delivery in the supplier portal before delivery to the respective PLX logistics service provider.
- 4.8. PLX and the respective PLX logistics service provider in Germany shall conditionally accept the delivery. The PLX logistics service provider in Germany shall confirm only the number of delivered packages (packing units, pallets, etc.) to the freight forwarder. The quantities and items shall then be checked against the delivery note.

5. Prices and delivery conditions

- 5.1. Subject to Pts. 5.4 to 5.6 below, the prices in accordance with the TS are fixed prices. They may, unless otherwise agreed in writing, be changed by mutual agreement no earlier than one year from market launch by PLX of the corresponding contracted good.
- 5.2. Subject to any other written agreement, all prices are DDP (Delivered Duty Paid) to the PLX warehouse, which is located at the PLX logistics service provider in Germany.
- 5.3. If direct consignments to the USA are agreed, the prices are FOB from the shipping port specified by PLX in the country of origin, including quota and visa (if necessary) or – if there is no shipment – FCA from the place specified by PLX in the country of origin, including quota and visa (if necessary). All prices include packaging and labelling in accordance with the requirements shown in Pt. III. 4 of the PS-GP, Pt. 5 of the PS-IP and the Individual Performance Specifications Annex.
- 5.4. The pro rata rate of progress, which occurs with increasing production time after conclusion of this contract, is set at 5% p.a. It shall be deducted from the fixed prices in the TS.
- 5.5. PLX can require the Supplier to participate in the programme for cost optimisation of products and services developed by Dr. Ing. h.c. F. Porsche Aktiengesellschaft. This involves the Supplier making its own cost-reduction proposals during the development phase of the contracted goods up until the start of production, through which a cost-reduction potential with reference to the fixed price in accordance with Pt. 5.1 paragraph 1 can be achieved from the start of production. The proposals must conform to the contents of this contract and its PS-GP and PS-IP. PLX decides on the implementation of the proposals. The Supplier must ensure the cost reduction from the start of production for all accepted proposals by taking suitable measures. At the start of production, the cost reduction agreed within the scope of the programme for cost optimisation of products and services shall be divided equally between PLX and the Supplier. After the first year of production, the production price shall be reduced by a further 1.5%, and by 1.5% after the second year of production. An agreement is to be reached as required over the assignment of reductions in tool costs, development expenditure and logistics costs.

- 5.6. PLX is entitled to obtain comparative quotations from competitors of the Supplier at regular intervals for the contracted goods listed in Pt. 2 of the PS-IP or in the TS. If such comparative quotations – of expected identical quality – produce a lower price than the price shown in the TS, PLX is entitled at its discretion to require the Supplier either to pay the difference between the price in the TS and the price of the comparative quotation or to reduce the price in the TS to that of the comparative quotation.

6. Conditions of payment

- 6.1. Payment is to be made in full within 30 days, unless otherwise agreed in writing. PLX can make this immediately claimable by explicitly specifying a discount on the invoice.
- 6.2. The term commences on the day on which the invoice is received, but not prior to the agreed delivery date and not prior to the actual dispatch of the goods.
- 6.3. Payment is made by means of interbank transfer or cheque, subject to verification by Auditing.
- 6.4. In case of incorrect delivery, PLX is entitled to withhold a portion of the payment until the delivery is implemented properly and in full.
- 6.5. The Supplier is not entitled to assign its claims in respect of PLX or to have them collected by third parties, without the prior consent of PLX, which shall not unreasonably refuse such consent. Consent shall be deemed to have been given if an extended retention of title exists. If the Supplier assigns its claims against PLX to a third party contrary to the first sentence of this paragraph and without the consent of PLX, the assignment shall nevertheless come into force. However, PLX shall be at liberty to pay either the Supplier or the third party in order to discharge its obligations.

7. Transport, customs

- 7.1. The Supplier is responsible for the proper packaging and preservation of the items. This involves, in particular, the logistics requirements in accordance with Pt. III. 4 of the PS-GP, Pt. 5 of the PS-IP and the Individual Performance Specifications Annex.
- 7.2. Any maintenance instructions, operating instructions and warranty certificates must be enclosed with the delivery.
- 7.3. If damage occurs during transport, the Supplier must then prove that the goods were packaged properly and in accordance with regulations.
- 7.4. The Supplier ensures that the packaging material it uses complies with the prevailing conditions in the country of delivery.
- 7.5. In the event of the negligent infringement of the obligations stipulated in this Pt. 7, the Supplier shall be liable towards PLX for all arising damages and shall indemnify PLX upon first request against the claims of third parties in this regard.
- 7.6. The Supplier undertakes to make all documents and data necessary for international trade available to PLX before the physical flow of goods. For each type of delivery, these must absolutely include:
- Detailed descriptions of the product composition ("Detailed Material Description"/"Breakdown Sheets"/purity information for precious metals), long-term Supplier's declaration for goods subject to the EU law governing preferential treatment
 - Long-term Supplier's declaration without preferential origin for goods that are not manufactured in the EU
 - Certificates of origin,
 - product-specific evidence (e.g. drop ball tests, Material Safety Data Sheets (MSDS), certificates,...).
 - For hazardous goods:
 - EU safety data sheet, or
 - MSDS (Material Safety Data Sheet) and hazardous goods classification as per ADR (road), RID (rail) and IATA DGR (air)

These documents must be made available to PLX without request and without delay, but no later than 4 weeks prior to the initial delivery. The documents are furnished as part of the scope of delivery.

8. Development, quality, quality management, penalty, product development process, test samples/sample approval, test plan for series production, complaints statistics, improvement, corrective and special measures, quality audits

- 8.1. The quality requirements in accordance with Pt. III 3 of the PS-GP and Pt. 6 of the PS-IP shall apply. The development requirements in accordance with Pt. III 2 of the PS-GP shall apply.
- 8.2. The Supplier undertakes to adhere to the product data and production processes approved by PLX. PLX shall be informed of each intended change promptly in writing so that the requirements of PLX can be taken into consideration. Each change requires the prior written consent of PLX. In particular, this concerns changes to the object of the contract, the place of production, the production technology (tools, machines, systems), testing of the product and process (test resources, test procedures, test cycles, test locations), and changes by subcontractors to approved product data and production processes, or a change of subcontractor.
- 8.3. For each infringement of the obligations under Pt. 8.2, the Supplier undertakes to pay PLX a penalty, which shall be set by PLX at a level appropriate to the infringement and verified for its appropriateness by the courts in case of dispute.
- 8.4. For the product development process ("PEP") of the contracted goods listed in Pt. 2 of the PS-IP or in the TS, the parties agree on milestones in Pt. 3 of the PS-IP, which must be strictly adhered to by the Supplier. A precise date must be indicated for each milestone. The missing of a milestone by the Supplier is an immediate reason for delay. Pt. 3.2 and 3.5 shall apply accordingly to the product development process. The Supplier must also take all measures to prevent milestones from being missed or to make good any corresponding delays at its own expense; Pt. 3.5 also applies accordingly. Pt. 8.2 and 8.3 shall also apply within the context of the product development process.
- 8.5. PLX is entitled to demand that test samples be handed over in respect of all contracted goods in accordance with Pt. 2 of the PS-IP or the TS. The Supplier shall provide PLX with test samples free of charge each year for each contracted good in accordance with Pt. 2 of the PS-IP or the TS after receiving a request to this effect. If appearance, comparison or limit samples, photographs, etc., are required for qualitative test decisions in the product development process or during series production, then these must be approved by PLX. The Supplier must ensure on an ongoing basis that all relevant data are up to date.
- 8.6. The Supplier shall be responsible for creating a test plan in good time prior to commencing series production of the contracted goods in accordance with Pt. 2 of the PS-IP or the TS; this test plan must ensure compliance with the guidelines agreed in Pt. 2 of the PS-IP or the TS, the freedom for defects, the suitability of the selected material and the absence of defects that increase or diminish the suitability of the contracted goods for the contractually stipulated use. The test plan must be agreed with PLX and, if necessary, adapted to the justified requirements of PLX. However, this shall not absolve the Supplier from its responsibility for the series production of the contracted goods in accordance with Pt. 2 of the PS-IP or the TS. The test plan must take into consideration the implementation of an annual requalification test, the scope of which shall be agreed between PLX and the Supplier. During series production, the Supplier must document the practical implementation of the test plan in full.
- 8.7. The Supplier must keep complaints statistics on all contracted goods for which complaints are lodged in accordance with Pt. 2 of the PS-IP or the TS. Measures for improvement must be implemented in consultation with PLX. In the event of defects in the contracted goods in accordance with Pt. 2 of the PS-IP or the TS, PLX must be informed of the corrective measures within an appropriate period of time set by PLX. At the request of PLX, the corresponding analysis shall be performed jointly by PLX and the Supplier. Until such time as the corrective measures take effect, PLX can require special measures (e.g. higher testing frequency, production/sales stop) necessary for the prevention of defects. The additional costs incurred shall be at the expense of the Supplier.
- 8.8. The Supplier shall enable PLX or third parties instructed by PLX to carry out audits at its production sites.

9. Warranty and liability

- 9.1. The Supplier ensures compliance with the guidelines agreed in Pt. 2 of the PS-IP and in the TS, freedom from defects, the suitability of the selected material and the absence of defects that nullify or diminish the suitability

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of the contracted goods for the contractually stipulated use. The contracted goods must satisfy all worldwide statutory licensing conditions as well as the prevailing safety requirements and test regulations; further details can be found under Pt. 13. The Supplier shall apply the most environmentally friendly and economically efficient procedures according to the state of the art for the production and material recycling of the contracted goods.

- 9.2. If a defect is ascertained, PLX can either require, and without prejudice to further rights, free rectification of the defect or delivery of a non-defective contracted good.
- 9.3. If a defect is ascertained after delivery to the end customer, PLX can, without prejudice to further rights, withdraw from the contract on the defective part. If a customer complains about a part to PLX, the part can then be returned to the Supplier. The Supplier shall be charged for the part in question to the amount of the purchase price agreed with PLX. The Supplier must also pay a handling fee of 5% of the purchase price agreed with PLX for the part in question; the Supplier agrees to an appropriate charge at the outset. The enforcement by PLX of any higher handling costs remains unaffected by this.
- 9.4. PLX can require the Supplier to pay the handling costs, freight costs and costs of improvement or subsequent delivery that PLX incurs due to defective contracted goods.
- 9.5. The Supplier is obliged to comply with the requirements in accordance with **section 4, Logistics requirements**. In the case of non-compliance, the Client shall be entitled to demand the following compensatory fees from the Contractor; the Client has transferred corresponding claims for compensation of expenses to the logistics service provider Arvato Supply Chain Solutions SE, Gottlieb-Daimler-Straße 1, 33428 Harsewinkel ("Arvato") to whom the contracted goods are delivered. As a result of this transfer, Arvato is entitled to demand the following compensatory fees from the Supplier in its own name and on its own account. As a result of the transfer, payments to the Client to settle existing claims for compensation of expenses have no debt-discharging effect. In this case, the Supplier is, in fact, still obliged to pay the due amount to Arvato.

Damage	Fee for compensation of expenses [EUR]	Unit
No notification of dispatch or details missing from the delivery note Non-compliance with the requirements described in section 4.2.2, Notification of dispatch for Harsewinkel warehouse, or section 4.7.2, Information on the delivery note	200.00	Per delivery
Items not labelled or labelled incorrectly Non-compliance with the requirements described in section 4.4, Label generator	50.00	Per item number (SKU)
Non-compliance with the specifications for carriers Non-compliance with the requirements described in section 4.3.4, Carrier	200.00	Per delivery

- 9.6. The statutory conditions governing liability for material defects and warranty of title as well as for the liability of the parties shall apply.

10. Product liability and recourse; submission of insurance policies

- 10.1. If PLX is sued on the basis of product liability, the Supplier shall then indemnify PLX against such claims, if and insofar as the damage was caused by a defect in the contracted goods. If the product liability assumes negligence, this shall then apply only if the Supplier was negligent. If the cause of damage falls within the scope

of the Supplier's responsibility, the burden of proof for the lack of negligence shall then rest with the Supplier. In cases of product liability, the Supplier shall cover all costs and expenditures, including the costs of legal proceedings or a recall campaign, each including reasonable legal fees.

10.2. In all other respects, the statutory provisions shall apply.

10.3. The Supplier undertakes at its own expense to take out and maintain business liability insurance with a reputable European or American insurance company that – apart from risks that must be insured in accordance with applicable national law, and product liability – also covers all statutory liability risks in the broadest sense as well as any disruption to business operations. In cases of product liability, the insured sum must not be less than the sum of €150 million per instance of damage. The respective insurance policy must be presented by the Supplier to PLX without delay and without request after this contract is concluded.

11. Duration

11.1. This contract comes into force after being signed by both parties, and ends, subject to early termination, when the contracted goods are removed from the PLX range. PLX is entitled to terminate this contract early in full or with regard to individual contracted objects in the context of Pt. 1.1 with a period of notice of 3 months served at the end of a calendar quarter. Binding orders in place at the time of termination shall continue to be processed on the basis of the existing contract. The Supplier shall not be entitled to further claims, in particular to performance or compensation.

11.2. The right to immediate termination without notice for cause shall remain unaffected. PLX shall have such cause, in particular, if the Supplier continuously or repeatedly fails to render the performances due in accordance with this contract, and PLX has unsuccessfully requested the Supplier to rectify the grievance within an appropriate period of time, under threat of termination.

11.3. If either contractual party ceases its payments or if insolvency proceedings are initiated over its assets, then the other party is entitled to withdraw from the unfulfilled part of the contract and the orders.

11.4. The Supplier undertakes to surrender the documents furnished to it by PLX immediately upon request, including know-how, data carriers, tools, models, dies, samples, etc. The Supplier shall have no right of retention, even if receivables are still due from PLX at the time of the request. The documents shall be treated confidentially and shall remain the absolute property and trade secrets of PLX at all times.

12. Spare parts

The Supplier undertakes to supply PLX with spare parts for the normal lifetime of the contracted goods, subject to a minimum of 5 years after the contracted goods are removed from the PLX range.

13. Technical provisions and international conditions

13.1. The Supplier shall on its own responsibility and at its own expense procure technical provisions and conditions for the international marketing of the contracted goods, insofar as these are not furnished by PLX, and adhere to them when supplying PLX.

13.2. In particular, the Supplier hereby ensures that the contracted goods satisfy all applicable federal laws, state and local laws, norms, conditions, guidelines, directives, standards, ordinances, contracts and decrees of the United States of America, including, without limitation, all statutes, requirements, norms, conditions, standards and prohibitions as enforced by the Consumer Product Safety Commission of the United States of America ("CPSC"). The Supplier is solely responsible for ascertaining whether the contracted goods are subject to the norms, conditions, standards and prohibitions as enforced by the CPSC. The Supplier is also solely responsible for ensuring that all contracted goods are tested in accordance with an appropriate test programme in order to ensure that they satisfy all norms, conditions, standards and prohibitions as enforced by the CPSC. On the basis of this appropriate test programme, the Supplier shall issue a certificate in which the Supplier certifies that each contracted good satisfies all applicable norms, conditions, standards and prohibitions as enforced by the CPSC. The Supplier shall provide PLX with this certificate for each delivery of contracted goods. The Supplier shall also furnish PLX with a copy of all certificates and test reports that form the basis of the certification by means of electronic retrieval or by any other means acceptable to PLX.

- 13.3. PLX is entitled to reject contracted goods that do not conform to the regulations stipulated in Pt. 13.2. If PLX determines that a contracted good does not conform to the provisions stipulated in Pt. 13.2 ("Nonconformity"), the Supplier shall then do everything required to eliminate the nonconformity and prevent its recurrence in the future ("Measures against nonconformity"). The Supplier shall notify PLX in writing about the measures against nonconformity. If the Supplier discovers a nonconformity, it shall then immediately notify PLX and introduce measures against nonconformity. The Supplier shall keep records of all nonconformities and perform measures against nonconformity.
- 13.4. The Supplier undertakes, in terms of the parts/products delivered by it, to communicate at its own accord in writing all information pursuant to Regulation (EU) no. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation and Restriction of Chemicals (REACH) about substances of very high concern that are published in the candidate list by the European Chemicals Agency, ECHA pursuant to section 59 (1) of the REACH regulation. In addition, the Supplier undertakes to specifically point out already in the quotation if the contracted good being offered and/or its packaging contains a substance of very high concern in a concentration exceeding 0.1% by mass, which has been included in the candidate list pursuant to section 59 (1) of the REACH regulation.

14. Special equipment

- 14.1. If the costs of special equipment such as models, tools or samples are covered by PLX, then these shall pass into the ownership of PLX. They must be identified as such and added to a separate list, which must be presented on request. The handover necessary for the transfer of title is replaced by the Supplier looking after the special equipment on behalf of PLX.
- 14.2. The Supplier undertakes to keep the special equipment of PLX in flawless operating and physical condition at its own expense, to store it out of harm's way, and to insure it for its replacement value by taking out an insurance policy that is standard in the industry.
- 14.3. Special equipment of PLX shall be used only for manufacturing the contracted goods and shall be made accessible or transferred to third parties only with the prior written consent of PLX.
- 14.4. PLX is at all times entitled to demand the surrender of the special equipment in its ownership.

15. Subcontracts/subcontractors and subcontractor management

- 15.1. The Supplier may issue subcontracts to third parties or instruct subcontractors only with the prior written consent of PLX.
- 15.2. Unless otherwise agreed, the Supplier is solely responsible for ensuring that the third parties or subcontractors it engages satisfy the quality requirements in accordance with Pt. III. 3 of the PS-GP, Pt. 5 of the PS-IP and the TS prior to the initial delivery to PLX by the Supplier and, furthermore, that they are able to continue to satisfy such requirements. The Supplier is responsible for all tasks related to subcontractor management. Subcontractor data, production locations, delivery shares and the result of subcontractor audits must be disclosed at the request of PLX. Third parties or subcontractors engaged by the Supplier must be obliged by the Supplier to abide by the confidentiality regulations agreed upon in the contract between PLX and the Supplier.

16. Licence/Right of use/Proprietary rights of third parties

- 16.1. The Supplier undertakes – within the limits permitted by law – to exclusively transfer to PLX all intellectual and industrial property rights (patents, trademarks, copyrights, design rights, etc.) on or in the contracted good and hereby transfers them. This also applies to all colour, product and design variants. This does not apply to intellectual property rights on or in the contracted good of which the Supplier was the owner when the contract was concluded. However, the Supplier undertakes to grant PLX such rights of use and intellectual property rights unlimited in time and place as well as free of charge, and non-exclusive rights of use, and hereby grants this to PLX in advance. As regards patent protection of the Supplier, exhaustion of rights occurs through the supply of PLX. Insofar as the Supplier engages subcontractors within the framework of the performance of the contract, it undertakes to enter into relevant contractual agreements to ensure that the subcontractors of PLX also make the specified results and rights of use to the contracted goods available to the extent mentioned.

- 16.2. The Supplier shall ensure that the contracted good and design are free from proprietary rights (patents, utility models, design patents, brands) and other third-party rights, both nationally and internationally. In any event, the Supplier shall indemnify PLX against any and all third-party claims from the infringement of rights of use and intellectual property rights.
- 16.3. In the event of termination of the contract for whatever legal reason, PLX shall secure the unlimited, free and exclusive right of use of the contracted good and/or its design, which permits PLX to engage third parties for the purpose of manufacturing the product and/or using the design.

17. Confidentiality

The regulations of the confidentiality agreement concluded between the Supplier and PLX prior to the issuance of the PS-GP and PS-IP shall apply.

18. Compliance and sustainability

- 18.1. The Supplier undertakes to take all steps that are required and appropriate to fight corruption and prevent other legal violations, in particular infringements of provisions of anti-trust law, competition law, environmental protection and the rights of employees. The Supplier shall take the organisational (including legal or contractual) steps it deems reasonable to prevent its legal representatives, employees, subcontractors, advisers or other third parties it has commissioned from rendering themselves liable to prosecution as a result of their actions or omissions, e.g. bribery, corruption, granting and acceptance of benefits, money laundering, fraud or deception.
- 18.2. If these obligations are breached or if there are reasonable grounds to suspect such a violation in relation to the performance of the obligations arising from this agreement, then the Supplier is obliged to notify PLX immediately and inform it about the corrective measures it is taking to remedy the violation and prevent future violations. If the Supplier fails to inform PLX immediately or fails to take appropriate corrective measures within 60 days of acquiring such knowledge, then PLX is entitled to terminate the affected contract without notice or to end the business relationship entirely with immediate effect.
- 18.3. The Supplier shall release PLX, its legal representatives, bodies and employees from all claims, damages, costs and expenses, including legal fees, arising from the breach of the obligations under this clause provided that PLX or a third party commissioned by PLX is not responsible for this breach.
- 18.4. The Volkswagen Group requirements regarding sustainability in its relationships with business partners (code of conduct for business partners) available at www.vwgroupsupply.com shall also apply.
- 18.5. If PLX or authorities commissioned to review certain requirements wish to examine the production process or the service provision and the Supplier's purchase order-related documents and processes, then the Supplier is obliged to permit such a review or audit in its department and to provide any reasonable support.

19. Data protection, assignment of data

- 19.1. Should the Supplier obtain access to personal data in the performance of the contractual services, it shall then observe the applicable data protection regulations, in particular collect, process and/or use personal data (earmarking), oblige its employees to maintaining data secrecy, and inform them of the data protection regulations to be observed.
- 19.2. The Supplier acknowledges that all data created by the Purchaser, the Supplier, the Customer or any other third party, or in connection with the use of the contractual object, shall be attributed to the Purchaser, unless this data appertains to the Customer or another third party according to applicable law. The Supplier shall not assert any ownership or other rights to this data, and, in particular, shall not use the data for "big data purposes", such as collecting data, creating databases or performing data analyses. The right of the Supplier to use data for the fulfilment of this contract, as far as this is necessary, shall remain unaffected.

20. Final provisions

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- 20.1. Changes and additions must be made in writing in order for them to have effect. Verbal agreements shall not be entered into. The general terms and conditions of the Supplier and PLX are excluded. Deviating conditions of the Supplier shall also not be recognised if PLX places orders in the knowledge of the deviating conditions of the Supplier.
- 20.2. Any invalidity of a condition of this agreement shall not affect the validity of the remaining conditions. The parties shall endeavour to replace the invalid condition with a condition that best corresponds to the purpose of the invalid conditions and of this contract.
- 20.3. German law shall apply, excluding the conflict of law provisions of international private law. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 20.4. Unless otherwise agreed, the place of performance is Harsewinkel in Germany.
- 20.5. The exclusive place of jurisdiction is Stuttgart.

2. Development process

2.1. Tasks of the Supplier

Project management:

Presenting a functioning overall structure in accordance with the following points:

- Communicating with the corresponding contact persons of PLX.
- The Supplier appoints a project manager as a central contact person.
- Drafting a detailed schedule, including for all sub-components, based on the schedule of PLX.
- Monitoring deadlines and updating the compressed schedule (in case of significant deviations).
- Contact person of PLX regarding the entire scope of delivery, also regarding subcontractors. Coordinating the working relationship with subcontractors.
- Generating and implementing innovative technologies.
- Verifying the proposals for product optimisation and for improvement of the manufacturing or quality assurance process and, if necessary, organising their introduction.
- Developing potential rationalisation/efficiency measures regarding manufacturing costs and their implementation.
- Reporting to PLX regarding activities on the part of the Supplier affecting development and production.
- Drafting status reports.
- In the event of changes to the component or an intended change of subcontractor or procedure, these must be submitted to PLX by means of a written application, following an assessment of the effects on costs, deadlines and quality. Approval must be obtained from the Purchasing department of PLX.
- Providing quality management for development and production.
- Providing patent research (proprietary rights must not be infringed).

Design:

- Presenting design variants and producing draft drawings.
- Developing detailed variants as well as demonstration of function and cost-optimised detailed solutions.
- Further developing or detailing of PLX design concepts and proposals.
- Responsibility for production items: tool design, tool construction, production planning, measuring and testing equipment.
- Providing measures for logistics and transport in order to avoid prior damage to the component through storage and transport; coordination of the supply modalities with PLX Logistics.
- Complying with worldwide, country-specific regulations and laws.

Testing:

- Providing parts coordination, parts procurement and provisioning for sample and prototype construction and pilot runs in accordance with deadlines.
- Coordinating subcontractors.
- Providing documentation by means of test reports, analysis of the test results and initiation of improvements.

2.2. Profile of the Supplier's project employees:

The following data must be specified by the Supplier.

- Appointed project manager of the Supplier: (name)
- Technical experience: (training, previous activities with durations)

Experience of project work:

- Appointed team for test activities: (number, technical experience)
- Quality support provided during development (technical experience)
- Available test equipment in order to carry out tests and measurements required within the scope of the project.

2.3. Tasks of PLX

Project management:

- Coordinating, planning and monitoring the proper and timely implementation of the project.
- Harmonising and scheduling work between PLX and the Supplier.
- Coordinating the internal interface between the departments of PLX.
- Drafting project schedules and forwarding them to the Supplier.
- Holding product coordination meetings between PLX and the Supplier.

Design:

- Drafting and updating the technical specification on the basis of the service description at the time development is handed over.
- Handing over the necessary technical data and continuous updating.
- Exchanging data between all departments.
- Providing series production support.

Testing:

- Instigating the procurement of prototype and test parts.

2.4. Tests

The Supplier is responsible for preparing a test plan in good time prior to commencing the series production process, which ensures compliance with the agreed objectives and specifications and contains all tests. The test plan must be presented to PLX on request and adapted to the requirements of PLX. However, this does not absolve the Supplier from its responsibility to safeguard the development.

If viewing samples, comparison samples or limit samples, photographs, etc., are required for qualitative test decisions, then these must be approved by PLX. The Supplier must ensure that everything is up to date.

2.5. Required documents

2.5.1. Reports

The Supplier undertakes to participate in regular meetings and to provide written status reports in the form of a scheduled maintenance list and a schedule of measures with an indication of status. An appropriate interval must be set in consultation with PLX.

Status reports affect:

- Product development, critical issues, costs, deadlines
- Procurement and commissioning
- Tools and automation equipment
- Test facilities
- Production process development (cycle times, machine availability, output, rejects...)
- Staff planning, staff training
- Trend analyses and risk estimates

The Supplier also undertakes to develop an appropriate reporting system between itself and its subcontractors and to present it to PLX. All relevant development procedures and tests must be meaningfully documented with logs and attachments.

The specified calculations, tests and trials must be documented in writing in the form of a test report. Photos and measurement plots must be attached as enclosures.

2.5.2. Images

On request, the Supplier shall provide photographs or graphic illustrations of all procedures necessary for completing the project.

3. Quality requirements

3.1. Basic information

- a) The quality agreements, tasks, responsibilities, processes and methods laid down here between PLX and its suppliers form part of the supply relationship between PLX and its suppliers. They serve to achieve the objectives aspired to with regard to ensuring product and process quality and shall apply during the entire lifecycle of the product from the product development process to series production, including the supply of spare parts.
- b) Only top quality products shall be delivered (flawless goods). Any deviation must be pointed out to PLX immediately prior to dispatch. This also applies to hidden defects or any risks. Faulty goods must not be resold by the Supplier. In case of scrapping measures, evidence of total scrapping must be presented to PLX on request by means of suitable documents.
- c) In order to ensure flawless product quality, the Supplier undertakes to present its quality management system (QMS) in detail upon issuing its quotation. Unless otherwise agreed, the Supplier must furnish proof of a process-oriented quality management system that, at a minimum, fulfils the requirements contained in the latest version of DIN EN ISO 9001. This does not affect the right of PLX to perform its own audits at any time. Process audits or process assessments shall be performed on the basis of VDA 6.3. The Supplier undertakes to implement necessary measures resulting from the audits/process assessment on time. The Supplier shall be responsible for presenting a production plan and all norms and standards to be taken into consideration for safeguarding the development by issuing a quotation that takes all requirements (deadlines, costs, contents) of the enquiry into consideration accordingly. Requirements in accordance with the technical specification on the traceability of the products must be implemented accordingly. During the development and planning phase, the Supplier must implement suitable preventative methods and procedures in order to reduce product and process risks. The Supplier's scheduling must take into consideration the respective valid basic project data of PLX. If required, an appropriate quality management plan must be created.
- d) The Supplier undertakes to inform PLX without delay about deviations from the established agreements (e.g. test procedures, test media, test scope, deadlines, supply quantities, packaging, product and process quality) as well as the corrective measures taken, and to obtain approval for these. PLX must also be informed
 - prior to a change in the production procedure,
 - prior to a change of materials and outsourced parts
 - on the use of a new tool/follow-on tool
 - prior to the relocation of production facilities, both within a production location and to other locations, or prior to a change to agreed test equipment and procedures.
 - about other changes to established agreements

The information must be provided promptly and in full so that PLX can examine the effects and reject the change before it is applied, and so that suitable measures (e.g. new product release, assessment of the new/changed production process) can be taken. All changes made to products and processes must be documented in the form of a detailed product and process lifecycle.

- e) The Supplier shall be responsible for preparing a test plan in good time prior to commencing the series production process, which ensures compliance with the agreed objectives and specifications and contains all tests from goods receipt to dispatch. The test plan must be presented to PLX on request and adapted to the requirements of PLX. However, this does not absolve the Supplier from its responsibility for the manufacturing process of the products. If viewing samples, comparison samples or limit samples, photographs, etc., are required for qualitative test decisions, then these must be approved by PLX. The Supplier must ensure that everything is up to date.
- f) The product release (sampling) takes place on the basis of the initial sample. This must be manufactured on series production facilities under production conditions and presented to PLX with the relevant documentation. The release of

the initial sample itself does not absolve the Supplier from its responsibility for production quality. It does not represent a delivery order yet. Unless otherwise agreed with PLX, the Supplier shall be responsible for storing the initial samples. PLX reserves the right to supplement the product release by performing a process release at the Supplier. In the event of a post-inspection or follow-up inspection, repeat sampling is required with delivery of the goods if the items concerned have not been produced in the last three months or nothing else has been agreed with PLX. The size of the sample must be agreed with PLX. A sample must be taken following all technical changes to the product, production relocations or changes to the production process that could have an effect on the product characteristics.

- g) In the case of defective products, PLX must be notified of the corrective measures for all identified defects by the set deadline. The products complained about by the customer shall be requested by PLX and made available to the Supplier for analysis. If required, the analysis shall be performed jointly by the contractual partners. Campaigns to be performed in the markets (e.g. recall campaigns) shall be coordinated by PLX on its responsibility. Expenditures (additional costs and compensation) incurred by PLX as a result of defective products shall be charged to the Supplier within the context of statutory regulations.
- h) Complaints statistics must be kept for all parts for which a complaint has been received. Measures for improvement must be implemented in consultation with PLX (e.g. for post/follow-on productions). In the case of defective products, PLX must be notified of the corrective measures for all identified defects by the set deadline. If required, the analysis shall be performed jointly by the contractual partners. Until such time as the corrective measures take effect, PLX can require special measures (e.g. higher testing frequency, production/sales stop). The additional costs incurred shall be at the expense of the Supplier.
- i) The Supplier undertakes to comply with the statutory requirements as a minimum in the operation of its facilities. There shall be no explicit verification by PLX.

3.2. Product (function)

The requirements from the section on Quality Management shall apply.

The Supplier undertakes to implement and comply with all product-specific requirements contained in the technical documents (drawings, data models, ...).

Requirements that cannot be implemented must be communicated without delay by the Supplier to the responsible product manager at PLX. Products manifesting deviations must be disclosed and can be supplied only on the basis of a product deviation approved by PLX.

3.3. Manufacturing process

The following requirements shall apply to the manufacturing process:

- Dimensions, functional dimensions, process parameters of critical processes and machine settings are quality-relevant features, and must be monitored and recorded so as to ensure that the Supplier can make certain reference to the individual deliveries, and hence components, as required (traceability).
- All changes to the manufacturing process, including to purchased parts, must be documented by the Supplier and presented to the quality manager at PLX responsible for the product and process approval in question.
- Ensuring and documenting regular tool maintenance. The document must contain the reason for and scope of the maintenance as well as a survey of the first new manufactured parts.

3.4. Test requirements

The requirements in the respective applicable documents, as well as of the Supplier (test schedules, test instructions, etc.) and prescribed tests (random sample or 100%), must be carried out and documented so as to ensure that the Supplier can make certain reference to the individual deliveries, and hence components, as required.

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Measuring equipment, measuring methods (test schedules) and assessment procedures must be agreed with PLX. Changes always require the consent of the responsible quality manager at PLX.

PLX is entitled to demand that suppliers furnish copies of documents that are required for verifying or proving the correct implementation of the agreed quality assurance and tests (e.g. part lifecycle, test records, etc.).

3.5. Product identification

Product identification: Product identification is determined by PLX.

3.6. Quality requirements

The requirements for "Porsche Design" or "Porsche Driver's Selection" accessories contained in the sections below constitute a comprehensive profile of absolutely indispensable product characteristics.

Additional guidelines shall apply to various product groups. As these guidelines are intended to cover the entire range of accessories, it may well be the case that certain details might not be relevant to a particular product (e.g. requirements for zips when the product in question has only buttons). Details and quality requirements that are not relevant in this way can, of course, be ignored.

3.7. General quality requirements

The requirements of the "General Part" of the Performance Specifications and of Oeko-Tex Standard 100 shall apply.

All "Porsche Design" and "Porsche Driver's Selection" accessories shall be delivered solely in top quality (flawless goods, 100% good quality). This conforms to the Porsche quality standard. PLX shall be notified of any deviations that occur without delay and before delivery so that measures can be introduced jointly in good time. This also applies to hidden defects or possible further, unexpected risks that may occur.

In order to ensure perfect product quality, it is desirable for licensed partners and production facilities to have in place a quality management system (QMS) based on international standard DIN EN ISO 9001:2008, which is subject to a lasting, continuous improvement process.

3.8. Quality philosophy of PLX

Through the rigorous application of systematic quality assurance measures, we wish to achieve a situation whereby our customers enjoy lasting satisfaction with the characteristics and quality features of the product they have purchased to the extent that they keep returning to buy further "Porsche Design" or "Porsche Driver's Selection" products in the shops. Furthermore, highly satisfied customers act as multipliers, enhancing the reputation of the brand and generating more potential customers. Therefore, the declared, ultimate goal of all our efforts is to not have to receive complaints with respect to faulty goods, but rather that the customer, satisfied with his "Porsche Design" or "Porsche Driver's Selection" product, returns to the shop to make another purchase.

3.9. The three cornerstones of the quality work of PLX

Focus on customers

Our product quality focuses on our customers' requirements, which it fulfils to their complete satisfaction.

Zero-defects principle

We consistently adhere to the "zero-defect" principle.

Best in Class

We are committed to delivering our renowned "Porsche quality" to customers without exception, pursuing our goal to be constantly best in class.

3.10. Supplier selection and auditing

The goal is to achieve a strategic partnership aimed at many years of cooperation with the Supplier or licensed partner. This is aimed at resulting in the continuous improvement of the products.

It is extremely important for PLX to understand how the Supplier ensures the required high quality, what measures it intends to employ to counter unforeseen events and risks, and how it manages its own suppliers (purchased parts).

For this reason, we recommend performing regular process or system audits. These audits or assessments should be based on the Porsche Supplier Audit. Necessary measures derived from audits or assessments shall subsequently be put into practice in good time in order to precipitate the desired improvements. PLX is happy to offer support in the implementation of improvement measures.

The so-called Deming Cycle can be used to illustrate the continuous improvement process (see Figure 3). Here, we can see that an activity that is first planned, then executed, must be repeatedly checked (e.g. during an audit) in order to then be improved on the basis of the results of these checks. In this way, the quality of this activity/process – and thus of the product as the output in question – reaches a higher and higher level.

Even if the product in question is simply a so-called “one shot deal” – i.e. shall only be produced once and then never again in this form – the system employed by the Deming Cycle is helpful because lessons learned from different areas during the implementation of new products and during fault prevention may help with the same. This is especially the case for faults that have already occurred and would therefore have been preventable.

4. Logistics requirements

4.1. Basic information

Delivery address (Germany)

to 31.12.2021:

Arvato Supply Chain Solutions SE
PLX | Porsche Lizenz- und
Handelsgesellschaft mbH & Co. KG
Halle HL
Tore 42-45
Gottlieb-Daimler-Straße 1
33428 Harsewinkel
Germany

from 01.01.2022:

Arvato Supply Chain Solutions SE
Porsche Lifestyle GmbH & Co. KG
Halle HL
Tore 42-45
Gottlieb-Daimler-Straße 1
33428 Harsewinkel
Germany

The Supplier always supplies PLX in Germany in accordance with Incoterms 2010: DDP (Delivered Duty Paid).

4.2. Validity

These delivery specifications form part of the enquiry documents. We shall charge for the additional costs incurred in the event of non-compliance with the delivery specifications.

The Supplier shall be liable for reductions in quality due to defective or dirty packaging. The contact person for all packaging matters can be found in the annex.

4.2.1. Goods receipt times at Harsewinkel warehouse

Goods can be received in Harsewinkel from Monday to Friday, from 8 a.m. to 12.15 p.m. and from 1 p.m. to 4 p.m.

4.2.2. Notification of dispatch for Harsewinkel warehouse

Notification of dispatch must be given in writing three working days (NRW) before each delivery. Notification must be sent to the mailbox kundenbetreuungplh@arvato-scs.com (from 01.01.2022: kundenbetreuungplx@arvato-scs.com). The notification must contain the following information:

- Time of delivery
- Volume of delivery
- Number of packages/pallets
- Name of freight forwarder
- Copy of delivery note

4.2.3. Transfer of risk, conditional receipt of goods

On the receipt of the goods, Arvato shall confirm the number of delivered packages (pallets, boxes, etc.) and the lack of visible damage to the original packaging on the consignment note. Arvato shall document any visible damage on the consignment note.

Receipt of goods is conditional. The incoming goods inspection shall be carried out within three working days (NRW). The goods become Arvato's responsibility and enter into its custody only at this time. Deliveries containing different amounts or other discrepancies shall be documented in the incoming goods (IG) test report. The IG test report shall be sent directly to the Supplier.

The Supplier assumes the risk for damaged or lost goods until the goods are accepted by Arvato.

4.2.4. Delivery address for sending samples to PLX

There must be a note on the shipment indicating whether the goods are for Porsche Design or for Porsche Driver's Selection!

Delivery address for sending Driver's Selection samples

to 31.12.2021:	from 01.01.2022:
PLH Porsche Lizenz- und Handelsgesellschaft mbH & Co. KG Produkt Management Grönerstr. 5 71636 Ludwigsburg Deutschland	Porsche Lifestyle GmbH & Co. KG Produkt Management Grönerstr. 5 71636 Ludwigsburg Deutschland

4.3. Packaging specification

As a rule, the product shall be protected by at least two layers of packaging. These consist of the sales packaging, the outer packaging and/or possible transport packaging.

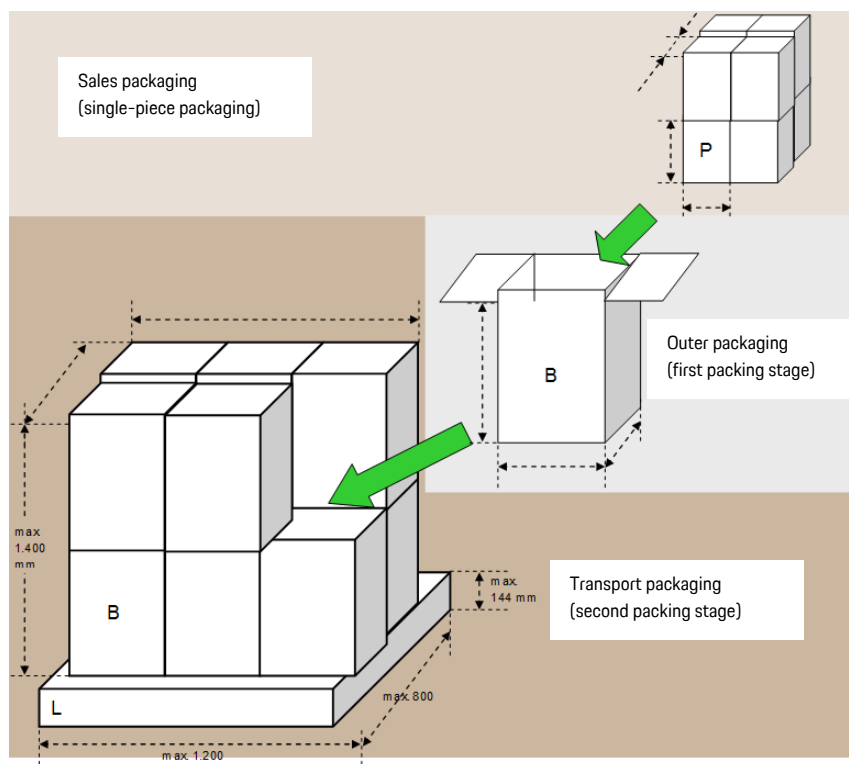


Figure 1 Layers of packaging

Hazardous goods must be packed in special hazardous goods packaging as required and declared accordingly.

If the correct packaging is not used, PLX reserves the right to charge the respective Supplier with any and all handling and repacking costs incurred.

Changes to the agreed types of packaging are possible only in consultation with PLX. The products must not be delivered in disposable, manufacturer-specific printed packaging.

4.3.1. Sales packaging


The design and branding of the sales packaging shall be determined by the Product Management department of PLX. If the sales packaging is also the outer packaging, this must then be coordinated and approved jointly with PLX Logistics. Worldwide

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individual shipment by CEP service providers must be assured for extra large items. A single outer packaging must not exceed a weight of 20 kg, and must be able to withstand worldwide individual shipment. Sales packaging must display the PLX item number in plain writing, a barcode (type 39) and the country of origin. The relevant label should be produced with the help of the label generator (see section on label generator).

4.3.2. Outer packaging and transport packaging

The Supplier shall be required to send a **packaging proposal** with the initial sample of the product. The packaging shall be determined jointly by the Supplier and PLX. The packaging material and the container size must be coordinated with the Logistics department. The form to be used for the packaging proposal was already sent as an attachment to the tender documents. An example form is shown below.



Verpackungsvorschlag

Marke:	Bitte Marke wählen.		Lieferantennummer:	Lieferantennummer	
Produkt-kategorie:	Produktkategorie.		Lieferantenname:	Lieferantenname	
Artikel-details:	PLH Artikelnummer (SKU)	Artikelbeschreibung		Herstellernummer (SNO)	
Vergleichen Artikel (z.B. Farbvarianten, Größenpläne)	Bitte PLH EAN/WAP eingeben.	Bitte PLH Artikelbeschreibung eingeben.		Bitte SNO eingeben	
	Bitte PLH EAN/WAP eingeben.	Bitte PLH Artikelbeschreibung eingeben.		Bitte SNO eingeben	
	Bitte PLH EAN/WAP eingeben.	Bitte PLH Artikelbeschreibung eingeben.		Bitte SNO eingeben	
	Bitte PLH EAN/WAP eingeben.	Bitte PLH Artikelbeschreibung eingeben.		Bitte SNO eingeben	
	Bitte PLH EAN/WAP eingeben.	Bitte PLH Artikelbeschreibung eingeben.		Bitte SNO eingeben	
	Bitte PLH EAN/WAP eingeben.	Bitte PLH Artikelbeschreibung eingeben.		Bitte SNO eingeben	
Einzel-gewicht	Bitte ausfüllen (in kg)	Einzelmaß	Bitte ausfüllen (in mm)	Einzelmaß	Bitte ausfüllen (in mm)
		Länge	Breite	Höhe	

* Es besteht die Möglichkeit ähnliche Artikel (z.B. Farbvarianten, Größenpläne) anzugeben. Die folgenden Angaben gelten je SKU!

Figure 2 Packaging proposal

The outer and transport packaging constitutes packaging that wraps a product and protects it during transport, storage and sale. The packaging and inner packaging (e.g. foam inlays, air cushions and padding) must protect the goods from damage, such as adverse effects due to impact, for example.

The transport packaging shall be used only for transporting the goods. The packaging must be designed so as to ensure protection against theft.

The outer or transport packaging must display the PLX item number in plain writing, a barcode (type 39) and the country of origin. The relevant label should be produced with the help of the label generator (see section on label generator).



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Figure 3 Example of outer packaging/transport packaging with PLX item number and barcode

For the initial presentation of the sample, the Supplier must indicate the intended dimensions of the product packaging and the properties of the packing material. The Supplier must also indicate how many sales packaging items can be transported in an outer packaging, or how many outer packaging items can be shipped in transport packaging.

Packaging must be in a neutral colour (e.g. brown cardboard), without branding or images. (There must be no indication that the packaging contains Porsche products.)

Care must be taken to ensure that the content matches the labelling on the box. If the maximum capacity of the package, for individual packages of a consignment, is not achieved and is filled with other items, then these packages must be clearly marked with a red adhesive tape, and the dispatch labels of all the items in them must be affixed to the dispatch packaging.

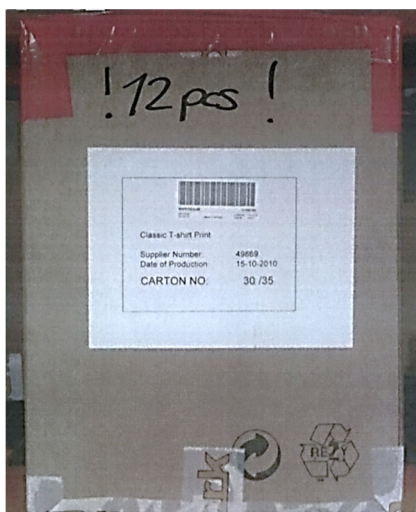


Figure 4 Tape indicating that box is not full to maximum capacity – mixed box

Each pallet must be identified with the PLX item number and the quantity it contains. Different part numbers must not be packed together (e.g. do not pack T-shirts of different sizes together).

The packaging proposal (the number of items in the sales packaging and the number of outer packages in the initial transport packaging) shall be determined by PLX. Subsequent production deliveries must always be made in this packaging. Changes require the written consent of PLX.

Any further packaging stage must be designed such as to ensure the quality of the package and to prevent the theft of the goods. The type of seal must be chosen in accordance with the respective loading conditions of the initial transport packaging.

Both the outer and transport packaging must be sturdy and satisfy the minimum requirements for worldwide individual shipment (e.g. via UPS or DHL Express). Always use double-wall cardboard packaging. Single-wall cardboard packaging is not acceptable.

PLX recommends using cardboard packaging in accordance with the following size gradations, characteristics and design (modularly optimised for 800 x 1200 mm Euro pallet carriers according to the UIC standard):

Porsche Lifestyle Group

Size	Outside dimensions in mm L x W x H	Inside dimensions in mm L x W x H	Material characteristics/ composition	Quality	Edge crush resistance (ECT)	Type
S	190 x 137 x 200	182 x 127 x 187	BE flute	Qual. 7310/DD30-EB-N	8.0 kN/m	Fefco0201
M	280 x 190 x 200	279 x 179 x 190	BE flute	Qual. 7310/DD30-EB-N	8.0 kN/m	Fefco0201
L1	385 x 280 x 140	375 x 270 x 130	BE flute	Qual. 7310/DD30-EB-N	8.0 kN/m	Fefco0201
L	385 x 280 x 200	375 x 270 x 190	BE flute	Qual. 7310/DD30-EB-N	8.0 kN/m	Fefco0201
XL1	575 x 375 x 170	565 x 369 x 165	BC flute	Qual. 5330/DD30 NN	7.8 kN/m	Fefco0201
XL	575 x 375 x 300	565 x 369 x 285	BC flute	Qual. 5330/DD30 NN	7.8 kN/m	Fefco0201
XXL	575 x 375 x 400	570 x 370 x 385	BC flute	Qual. 5330/DD30 NN	7.8 kN/m	Fefco0201

The cardboard packaging must be sealed with neutral Natron wet adhesive tape, longitudinally and diagonally reinforced.



Figure 5 Outer/transport packaging secured with Natron wet adhesive tape

The Supplier's delivery note must be visibly attached to the transport packaging in a document pouch.



Figure 6 Delivery note on transport packaging

4.3.3. Tamper-resistance of packaging

As the result of increasingly stringent air safety regulations, care must be taken to ensure that packaging is always tamper-proof. "Tamper-proof" means that the packages are put together in such a way that it is impossible to access the content without leaving outwardly visible traces (e.g. wrapping with plastic film, using tamper-proof security tape, etc.).

In particular, the packaging must not feature any means of entry (e.g. hand-holds) or other openings.

4.3.4. Carrier

The term carrier describes the surface on which the transport packaging in question is placed, e.g. Euro pallets. This carrier is used only for transporting the goods. To ensure the uninterrupted movement of material and optimum use of the warehouse, the following points must be considered when forming load units and using carriers:

- Max. utilisation of the carrier area (100% use of area).
- The max. stacking height of 1.68 m including carrier must not be exceeded.
- The max. weight of 1,000 kg including carrier must not be exceeded.
- The load must not protrude beyond the size of the carrier (no overhang!).
- The load must be adequately secured against slipping (e.g. wrapped in plastic film).
- Sufficiently thick cardboard sheet must be placed between each layer.
- Load units of the same item must be formed.

If the utilisation of carriers and transport space requires the delivery of different item numbers on a single carrier, then the items must be clearly identified, stacked separately from each other and marked on the top and front. However, mixed load units must be avoided.

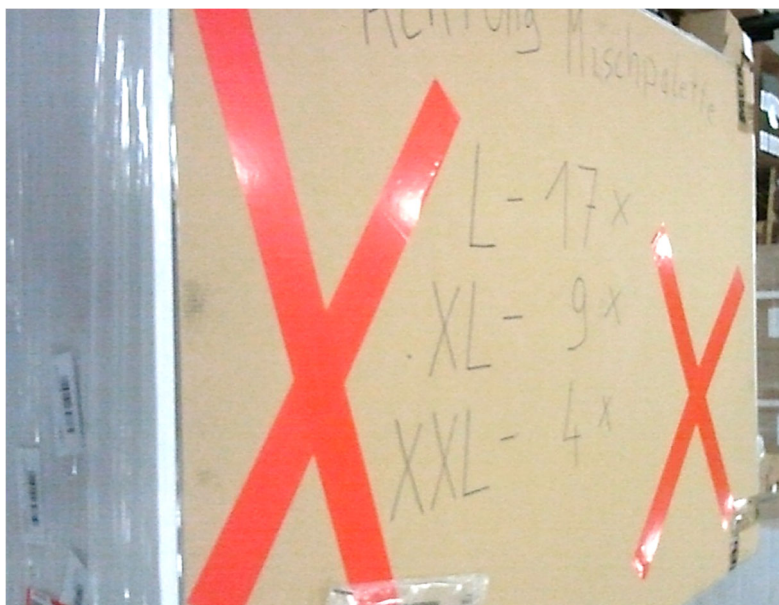


Figure 7 Mixed pallet identification

Only Euro pallets 800 x 1200 mm to the UIC standard may be used as carriers. These shall be exchanged 1:1. Only Euro pallets to UIC standard in perfect condition shall be exchanged. The underside of pallets must be flat and level (stackable!) and must not feature any protrusions or similar pressure points.

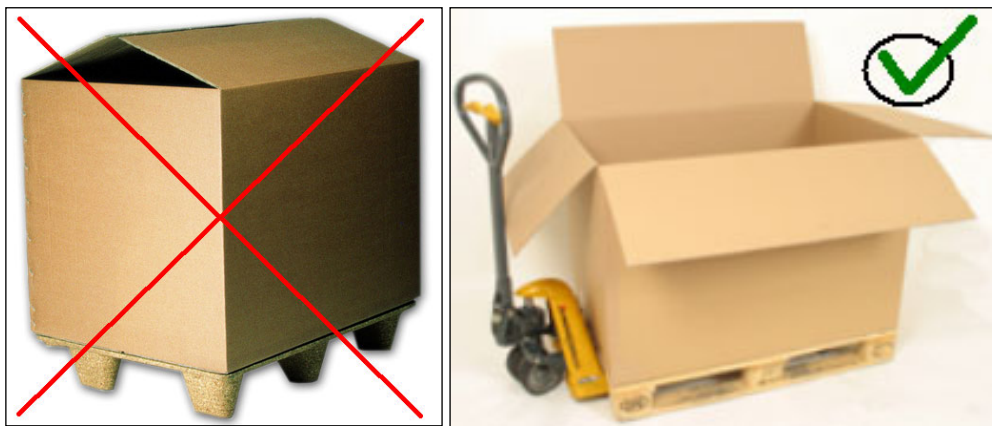


Figure 8 Carrier not OK/OK

If you need to use different carriers, please contact Arvato prior to delivery (see annex for contact). Only untreated Euro pallets in perfect condition shall be exchanged. The exchange of pallets treated according to IPPC cannot be guaranteed. If the Supplier does not deliver on Euro pallets to UIC standard, then PLX reserves the right to charge for new pallets, repackaging and disposal.

All disposable transport packaging must be marked with clear and visible standard symbols or symbols recognised by the disposal industry (pictograms and abbreviations in accordance with DIN 6120). The marking must not diminish the ability of the materials to be recycled. Environmentally friendly recyclable materials, which are accepted for recycling everywhere, must be used for all disposable packaging.

4.4. Label generator

4.4.1. Adhesive product labels

The label generator is used for the online creation of product and transport labels, which are to be affixed to the product packaging and outer or transport packaging. To generate labels, proceed as follows:

1. Using your internet browser, go to the following website:
Address for Porsche Driver's Selection items: <http://www.porsche-genuine-parts.com/plh/>
from 01.01.2022: <http://www.porsche-genuine-parts.com/PLX/>
Address for Porsche Design items: <http://www.porsche-genuine-parts.com/plh/porschedesign/>
from 01.01.2022: <http://www.porsche-genuine-parts.com/plx/porschedesign/>
2. Log in using your access data (Supplier number is issued when the order is placed; passwords are chosen by the user).
3. After you have successfully logged in, click "Create label".
4. Fill in all mandatory fields with the required information, and click "GENERATE PREVIEW" (see label generator screenshot, data entry). If a CCC certification number or RN/CA number is required for the product, for example, enter this in "ADDITIONAL TEXT".
5. Select the desired label size and the label type "ADHESIVE PRODUCT LABEL". Click "NEXT" (see label generator screenshot, label preview).
6. In "Set print location", place ticks where you want labels to be printed on the page, and click "GENERATE LABEL" (see label generator screenshot, set print location).
7. Click the "LOAD PDF FILE" or "LOAD EPS FILE" button, depending on the type of print you require. Click the "NEW LABEL" button if you wish to generate another label (see label generator screenshot, printout).
8. Example of an adhesive product label (see product label image):



Porsche Driver's Selection (Wappen)	Porsche Design (Schriftzug)
<p>Home Logout </p> <h2>Etikettenerstellung</h2> <p>Porsche Service</p> <p>Etikettenerstellung Benutzerverwaltung Hilfe</p> <div> <p>Datenerfassung</p> <p>Erfassen Sie nun die Daten für das Etikett. Im nächsten Schritt können Sie Ihre Eingaben nochmals überprüfen.</p> <p>Porsche Teilenummer* (siehe VDA Lieferabruf, Feld 28) WAP79200S0F</p> <p>Inhalt der Verpackung* (in Stück) 24</p> <p>Herstelldatum* 27 . 08 . 1987</p> <p>Verwendbar bis* <input type="text"/> . <input type="text"/> . <input type="text"/></p> <p><input checked="" type="checkbox"/> Unbegrenzt</p> <p>Ursprungsland* (Bei WAP-Nummern gemäß Absprache mit Produktmanagement) Germany</p> <p>Falls erforderlich, geben Sie notwendige Zusatzinformationen ein (z.B. RN- und CA-Nummern für Textilien).</p> <p>Zusatztext CCC-Number RN-Number/CA-Number</p> <p><input type="button" value="EINGABE VERWERFEN"/> <input type="button" value="VORSCHAU GENERIEREN"/></p> <p>* = Pflichtfeld</p> </div>	<p>Home Logout </p> <h2>Create Labels</h2> <p>Porsche Service</p> <p>Create Labels User Administration Help</p> <div> <p>Data collection</p> <p>Now collect the data for the label. In the next step you can again check the information you have entered.</p> <p>Part Number PLH (EAN Number)* 4046901416348</p> <p>Manufacturer Part Number* <input type="text"/></p> <p>Contents of the package* (in units) 1</p> <p>Country of Origin* Romania</p> <p>Enter necessary additional information below, if required.</p> <p>Additional information <input type="text"/></p> <p><input type="button" value="REJECT ENTRY"/> <input type="button" value="GENERATE PREVIEW"/></p> <p>* = Pflichtfeld</p> </div>

Figure 12: Label generator, data entry




Porsche Driver's Selection (Wappen)	Porsche Design (Schriftzug)
<p>Home Logout </p> <h2>Etikettenerstellung</h2> <p>Porsche Service</p> <p>Etikettenerstellung Benutzerverwaltung Hilfe</p> <div> <p>Etikett-Vorschau</p> <p>Hier sehen Sie eine exemplarische Darstellung des Etiketts. Sie dient der Kontrolle der eingegebenen Daten. Sind die Daten in Ordnung, wählen Sie das gewünschte Etikettenformat und klicken Sie auf den Button "Weiter".</p> <p>Hinweis: Die endgültige Darstellung des ausgedruckten Etiketts kann von dieser Vorschau-Darstellung abweichen, je nachdem, welches Etikettenformat Sie wählen.</p> <div> <p>Porsche Lizenz- und Handelsgesellschaft mbH & Co. KG Grünerstraße 1 71636 Ludwigsburg Germany</p> <p></p> <p>WAP79200S0F CCC-Number RN-Number/CA-Number</p> <p>Description: Polo shirt Motor sports Ladies Size S Content: 24 Date of production: 27.08.87 Made in Germany Date of expiration: unlimited</p> <p>Etikettenformat: Avery/Zweckform 70x36mm (3490)</p> <p>Etiketten-Typ: <input type="radio"/> Transportaufkleber <input checked="" type="radio"/> Produktaufkleber</p> <p><input type="button" value="EINGABE KORRIGIEREN"/> <input type="button" value="WEITER"/></p> </div> </div>	<p>Label preview</p> <p>This shows you a label by way of example. It serves as a check of the data entered. If the data is correct, select the required label format and a printer profile and click "Continue".</p> <p>Note: The final representation of the label printed may deviate from the preview, depending on which label format you select.</p> <div> <p>PORSCHE DESIGN</p> <p></p> <p>4046901416348</p> <p>FE Acrylic Inlay Quantity: 1 Made in Romania</p> <p>Label format: Avery/Zweckform 70x36mm (3490)</p> <p>Label type: <input type="radio"/> Shipping Label <input checked="" type="radio"/> Product Label</p> <p><input type="button" value="CORRECT ENTRY"/> <input type="button" value="CONTINUE"/></p> </div>

Figure 13: Label generator, label preview

Porsche Driver's Selection (Wappen)	Porsche Design (Schriftzug)
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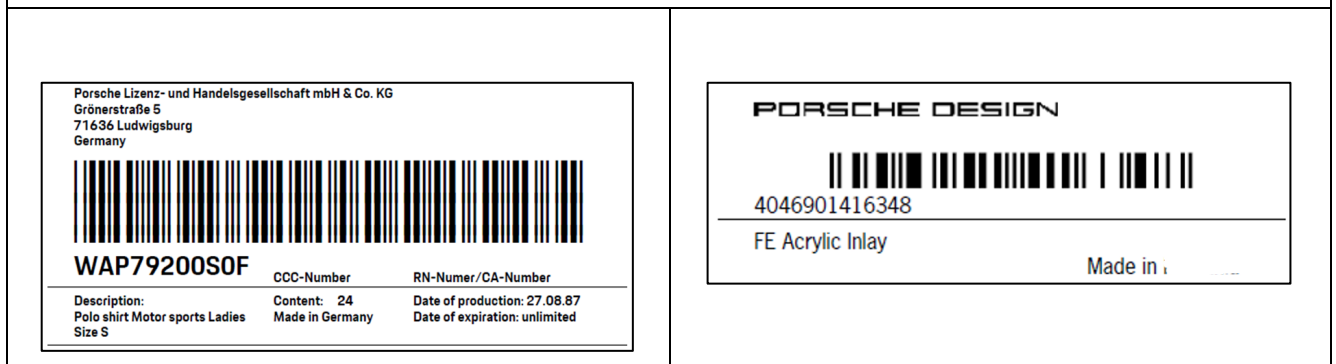
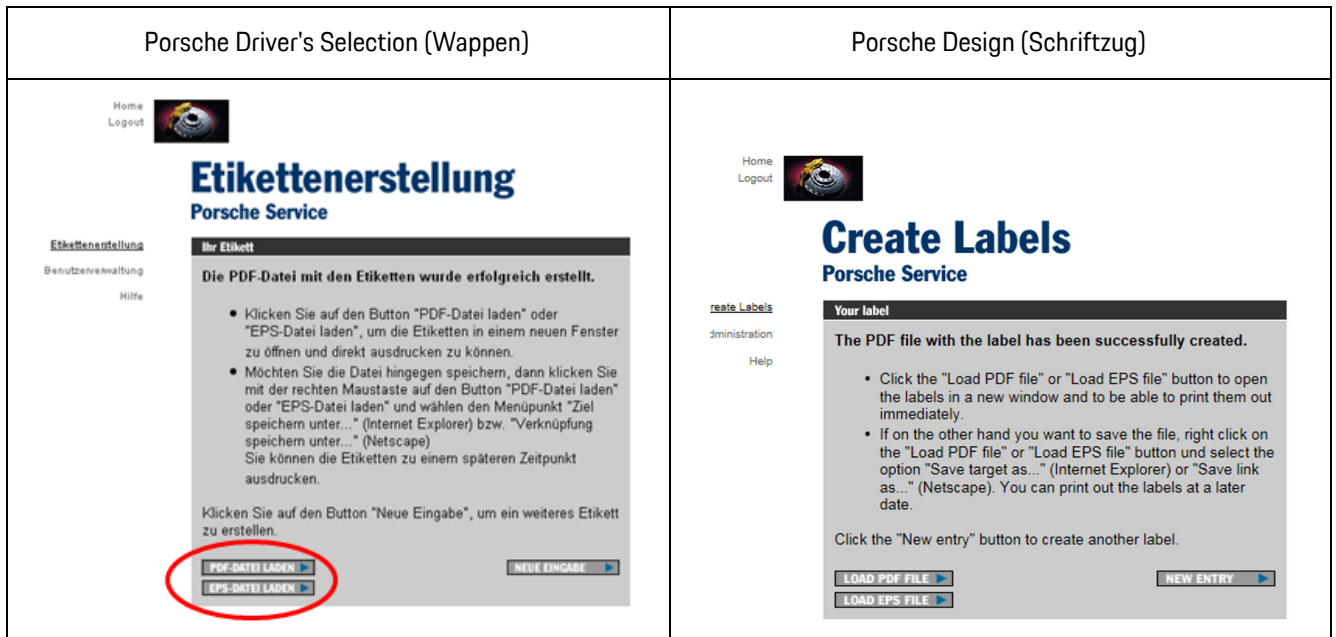
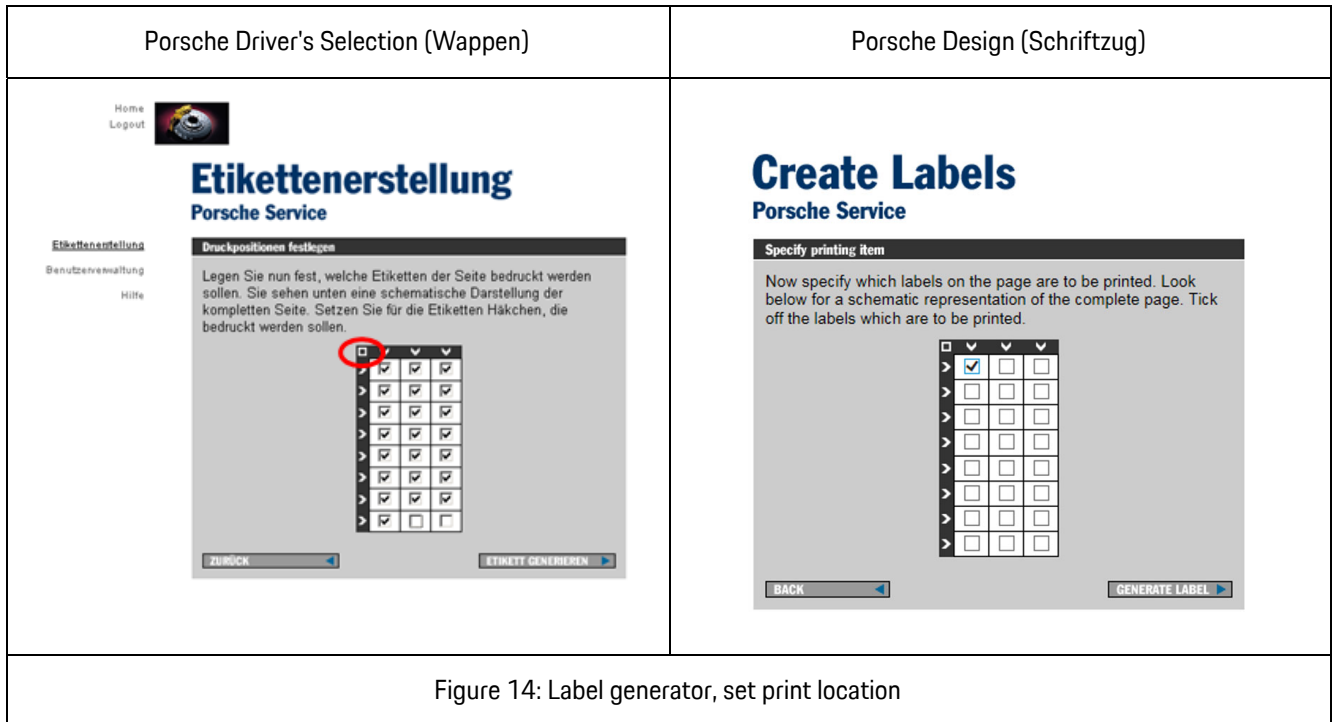


Figure 16: Product label

4.4.2. Adhesive transport labels

1. Using your internet browser, go to the following website:

Address for Porsche Driver's Selection items: <http://www.porsche-genuine-parts.com/plh/>

from 01.01.2022: <http://www.porsche-genuine-parts.com/PLX/>

Address for Porsche Design items: <http://www.porsche-genuine-parts.com/plh/porschedesign/>

from 01.01.2022: <http://www.porsche-genuine-parts.com/plx/porschedesign/>

2. Log in using your access data (Supplier number is issued when the order is placed; passwords are chosen by the user).
3. After you have successfully logged in, click "Create label".
4. Fill in all mandatory fields with the required information, and click "GENERATE PREVIEW" (see label generator screenshot, data entry). If a CCC certification number, for example, is required for the product, enter this in "ADDITIONAL TEXT".
5. Select the desired label size and the label type "ADHESIVE TRANSPORT LABEL". Click "NEXT" (see label generator screenshot, label preview).
6. In "Set print location", place ticks where you want labels to be printed on the page, and click "GENERATE LABEL" (see label generator screenshot, set print location).
7. Click the "LOAD PDF FILE" or "LOAD EPS FILE" button, depending on the type of print you require. Click the "NEW LABEL" button if you wish to generate another label (see label generator screenshot, printout).
8. Example of an adhesive transport label (see transport label image):

Porsche Driver's Selection (Wappen)	Porsche Design (Schriftzug)
Figure 17: Label generator, data entry	
Porsche Driver's Selection (Wappen)	Porsche Design (Schriftzug)

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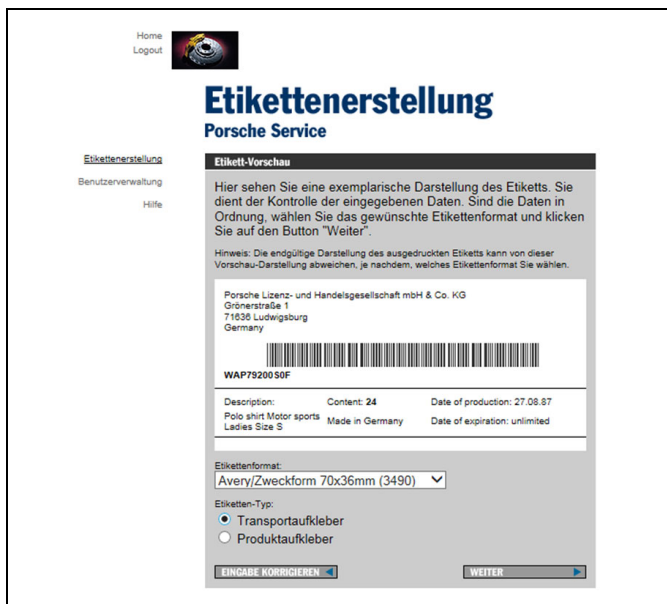
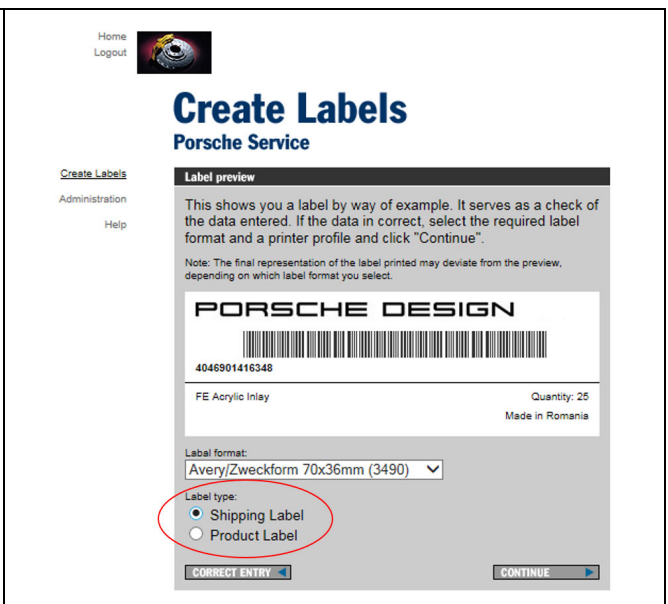
	
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Figure 18: Label generator, label preview


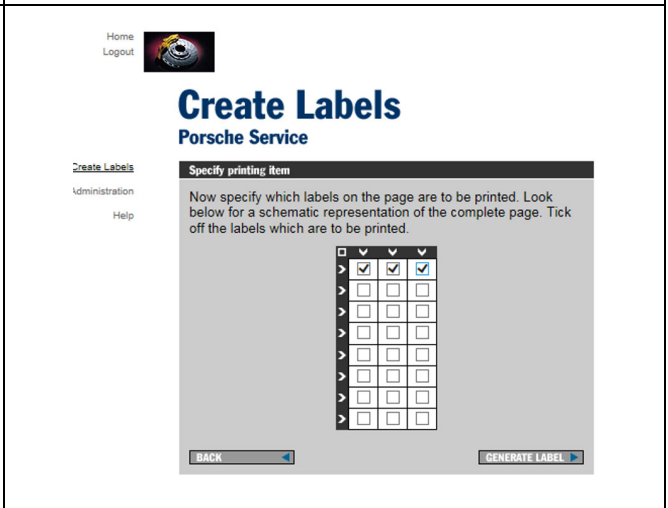
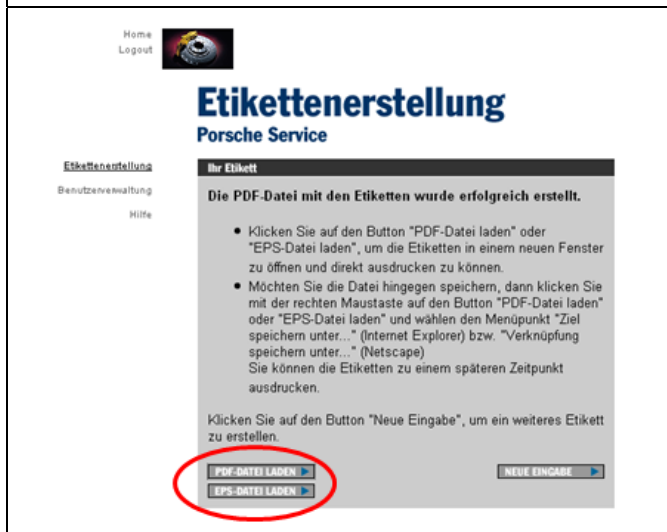
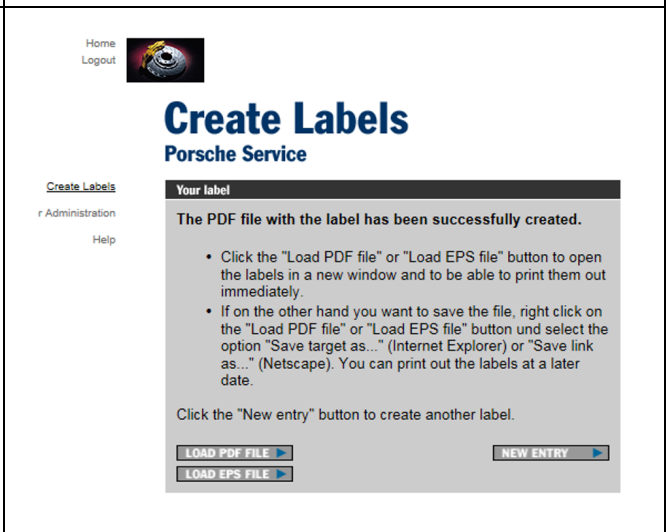
<p>Porsche Driver's Selection (Wappen)</p>	<p>Porsche Design (Schriftzug)</p>
	

Figure 19: Label generator, set print location

<p>Porsche Driver's Selection (Wappen)</p>	<p>Porsche Design (Schriftzug)</p>
	

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Figure 20: Label generator



Figure 21: Transport label

4.5. Order quantities

If the Supplier's production plan functions on the basis of minimum order quantities, then these quantities must be shown to PLX in the presentation of the initial sample.

The Supplier must show why a minimum order quantity is necessary and why it is set at this level. The information that the Supplier provides on minimum order quantities is binding on the Supplier following approval by PLX. Changes to the minimum order quantity must be made known early on (before any reorders by PLX) and confirmed by PLX.

If a lack of transparency arises in the current series, then PLX shall at all times be entitled to instruct the Supplier to provide a transparent presentation of the minimum order quantities.

4.6. Replenishment lead times

The replenishment lead times for the requested quantity must be flagged up by the Supplier. The replenishment lead time is deemed to be the period of time that passes between receipt of the order at the Supplier and arrival of goods at Arvato.

The fundamental objective is for the Supplier to keep the replenishment lead time as short as possible.

The Supplier must show why there is a replenishment lead time and why it is of the specified duration. The production process, together with the corresponding production times, transport times and waiting times, must be comprehensible to PLX and available in documented form. The information that the Supplier provides on the replenishment lead time is binding on the Supplier following approval by PLX. Changes to the replenishment lead time must be made known early on (before any reorders by PLX) and confirmed by PLX in writing.

4.7. Supplemental logistics requirements

Call orders are made during production by electronically sending an order. For this purpose, the Supplier must nominate at least one contact person and one back-up person. It must be possible for PLX to reach this contact person within normal business hours. PLX must be notified promptly of any changes relating to contact persons.

The call orders, which are sent electronically to the Supplier during production, must be bindingly confirmed by the Supplier within the shortest possible time. If the Supplier receives an instruction from PLX, the Supplier must then answer the enquiry immediately (without undue delay).

Confirmations issued by the Supplier must be received by PLX electronically in writing. The stipulated deadlines must be on a daily basis and are binding on the Supplier. The sent confirmations essentially contain the item numbers of PLX and the order numbers. PLX is currently developing a tool for confirming delivery dates and delivery quantities. Once this is introduced, the Supplier shall undertake to use this tool.

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The delivery should never be divided into sub-quantities. Exemptions require the approval of the Logistics department of PLX (see section on contact persons).

4.7.1. Supplier portal

PLX offers web-based access to a supplier portal in order to map order and delivery processing electronically and transparently. The supplier undertakes to use this supplier portal.

As soon as the supplier has been trained and connected to the supplier portal, the current order status in the supplier portal must be documented by the supplier. PLX provides corresponding training documents and access.

The procedure is as follows:

1. The order shall be released by PLX and the order confirmation shall then be issued by the supplier.
2. Changes to the delivery quantity and delivery date must be entered in the supplier portal with the corresponding reason. The changes will be checked by PLX (clearing). PLX reserves the right to confirm or reject these changes.
3. The supplier must also create the delivery in the portal. For this purpose, a packing list must be created that corresponds to the actual packaging situation (correct items in correct quantity). The created delivery note must be released in the supplier portal before delivery to Arvato.

4.7.2. Information on invoicing

Invoices must be issued as a single copy and sent to the following billing address:

to 31.12.2021:	from 01.01.2022:
Porsche Lizenz- und Handelsgesellschaft mbH & Co. KG c/o Arvato Supply Chain Solutions SE Finance PLH Post office box 700 D - 33311 Gütersloh	Porsche Lifestyle GmbH & Co. KG c/o Arvato Supply Chain Solutions SE Finance PLX Post office box 700 D - 33311 Gütersloh

An invoice may only ever refer to a single order. If several delivery notes are included on one invoice, then the total value of the goods per delivery note must be shown in conjunction with the delivery note number.

The following details must be shown on the invoice:

- Supplier address with supplier number
- PLX order number with order item
- Additional PLX order number for third-party order processing
- Invoice number and invoice date
- Delivery note number and delivery note date
- PLX item number and designation
- Number and unit of quantity
- Total per delivery note
- Total value of goods/service
- VAT ID number
- VAT rate in %
- VAT amount
- Grand total

Invoices must not be sent with the goods.

4.7.3. Information on the delivery note

A delivery note must accompany every delivery of goods. The delivery note describes the content of the delivery and must contain the following information as a minimum:

- Supplier address with supplier number
- Delivery note number, delivery note date and delivery date
- Delivery address
- PLX order number and order date
- Delivery item
- PLX item number and designation
- Number and unit of quantity
- Number of packages/Euro pallets
- Net and gross weight in kg

The following information must be included, if relevant:

- Relevance within the framework of hazardous goods
- Use-by date
- Serial numbers or intervals

If third-party deliveries (direct delivery from the Supplier to the Porsche customer) have been agreed, then the following additional information must be included on the third-party delivery note:

- Delivery address of Porsche customer storage location
- PLX order number and order date
- Porsche customer order number

4.7.4. Information on the consignment note

The consignment note or freight forwarding note describes the delivery externally and must contain the following information as a minimum:

- Freight forwarder
- Delivery address
- Sender
- Total weight
- Number of packages/pallets

4.7.5. Further transport documents

In the case of hazardous goods, an additional hazardous goods transport paper must be handed over in accordance with ADR regulations. The freight forwarder's driver must be qualified for the transportation of hazardous goods (ADR certificate). The vehicle must have special ADR approval for the transportation of hazardous goods (here, in particular, labelling equipment and a fire extinguisher). Certificates of origin must be submitted to PLX. In this connection, please read section 1, chapter 7.7.

4.7.6. Registration of sales packaging by the Supplier with the German dual system of waste collection

In accordance with Section 6 Paragraph 1 of the German Packaging Ordinance, the return of sales packaging has been mandatory in Germany since 1st January 2009, and there is an obligation to take part in the dual system.

The Supplier to PLX is under obligation to participate in a dual system for all products. The Supplier shall bear the cost and furnish PLX Purchasing with proof of compliance. To do so, it must tell a partner company of the dual system the contract or registration number prior to delivery to PLX. PLX must be notified of any changes in writing.

4.7.7. Ruling on the EAR (Old Electrical Equipment Register foundation), in accordance with the Elektrogesetz (German Act on the Bringing into Circulation, Taking Back and the Environmentally-Friendly Disposal of Electrical and Electronic Equipment)

Since 24th November 2005, the manufacturers of electrical and electronic equipment are obligated by the Elektrogesetz to register with the **stiftung elektro-altgeräte register** (EAR – Old Electrical Equipment Register foundation). If it has not registered, then the manufacturer cannot circulate electrical or electronic equipment in Germany.

The Supplier to PLX is under obligation to register with the **stiftung elektro-altgeräte register** (EAR – Old Electrical Equipment Register foundation). The Supplier shall bear the cost and furnish PLX Purchasing with proof of compliance. To do so, it must notify the stiftung elektro-altgeräte register of the contract or registration number prior to delivery to PLX. PLX must be notified of any changes in writing.

4.7.8. German Battery Act: Act on the placing on the market, the collection and the environmentally friendly disposal of batteries and accumulators

In accordance with the German Battery Act (BattG) of 1st December 2009, the supplier to PLX must assume responsibility for product waste.

The Supplier to PLX is under obligation to participate by means of the BattG-Melderegister (website belonging to the German Environment Agency) for products containing batteries and accumulators. The Supplier shall bear the cost and furnish PLX Purchasing with proof of compliance. To do so, it must register the contract or registration number with the BattG-Melderegister prior to delivery to PLX. PLX must be notified of any changes in writing.

4.7.9. MID number

A law by the U.S. Customs and Border Protection authority (CBP 7501) demands a precise production address to be stated for goods imported into the USA. This production address is encrypted in the form of a manufacturer ID, which provides the customs authority with information about the production location.

The Supplier is under obligation to notify PLX of the production address or the MID number.

4.7.10. CCC certification

The Supplier must check whether CCC certification is required for the delivered items. If so, the CCC mark must then be affixed to each item. The position of CCC identification must be agreed in advance with Product Management, and PLX must be notified of the CCC number.

The CCC Certificate must also be submitted to PLX. In addition, the CCC number must be attached to the barcode label. Furthermore, each outer/transport packaging must display the CCC mark.

4.7.11. Delivery of CITES products

All products affected by the "Convention on International Trade in Endangered Species of Wild Fauna and Flora" must generally be imported and exported in accordance with the "CITES process". Products affected by the CITES process must be declared accordingly by the Supplier and processed separately in the delivery. A CITES export shall be registered by the Supplier with the local biodiversity and customs authority in order to make the required export documents available. As soon as the Supplier has received the export licence, it must make it available to the recipient of the goods, who then applies for the import permit in the destination country. As soon as this is available, the Supplier receives approval from the Consignee to deliver the goods. European Union countries do not require an export application to be submitted. Nevertheless, the CITES documents must be made available to the Consignee with the delivery in order to permit later export of the goods to its customers. When delivering CITES products, it is essential that each item of the delivery can be uniquely assigned to exactly one CITES document.

5. Ethical requirements

5.1. Standards

PLX expects its business partners and their vicarious agents to implement the following principles and procedures at their production sites:

5.2. General principle

The business partners and their vicarious agents must manage their businesses in accordance with the prevailing statutory conditions.

5.3. Employment principles

5.3.1. Forced labour

Business partners and their vicarious agents must not employ any forced labour, either in the form of prison work, slave labour or any other form of forced labour. No employee may be forced to work through violence or intimidation of any kind. A ban on the sanctioning of freedom of opinion or political views applies.

5.3.2. Child labour

Business partners and their vicarious agents may not employ any children under 15 years of age or children of school age in countries where the statutory school-leaving age is greater than 15 years.

5.3.3. Discrimination

Business partners and their vicarious agents must not discriminate against anyone in their hiring and employment practices. Decisions on appointments, salaries, social security benefits, further education opportunities, work assignment, promotion, disciplinary measures and terminations must be based solely on the abilities of the employees to perform specific activities. In particular, these decisions must not be based on personal characteristics or views, race, nationality, gender, religion, age, disability, family status, affiliation of any organisation, sexual orientation or political persuasion.

5.4. Pay and social security benefits

Business partners and their vicarious agents must pay their employees the statutory minimum pay or the standard pay for the industry, if this is higher. They must take account of statutory social security benefits.

5.5. Health and safety

Business partners and their vicarious agents must provide a safe and healthy working environment. Suitable provisions must be put in place to deal with occupational accidents and occupational diseases. This also includes protection against fire, accidents and toxic substances. Sufficient lighting, ventilation and heating systems must be available. Sufficient numbers of clean sanitary facilities must be available to employees at all times. The factories must enact health and safety regulations and announce them clearly.

5.6. Environmental conditions

Business partners and their vicarious agents must fulfil the conditions of all presently applicable environmental laws and conditions. The business partners and their vicarious agents should endeavour to constantly improve the environmental conditions under which they and their suppliers operate. This means complying with the principle of sustainability in operational decisions, dealing responsibly with natural resources, ensuring clean production, avoiding environmental pollution as well as developing and using materials, technologies and products that are based on the principle of sustainability.

6. CI regulations

In order to ensure a uniform brand presence, the content and form of all communication must be coordinated with PLX Product Management. This applies in particular to the use of the Porsche Crest, the Porsche logo and the Porsche Driver's Selection logo. It also applies to the Porsche Design icon for Porsche Design. The use of these trademarks and their position and size on the product or packaging are permissible only if approved by PLX Product Management. All other detailed information on the use of trademarks and specific typographies shall be provided to the Supplier as required by PLX Product Management.

7. Definition of terms / Abbreviations

PS-IP	Performance Specifications – Individual Part
PS-GP	Performance Specifications – General Part
TS	Technical Specification

8. Attachments

Guidelines for delivery and invoicing
Packaging Specification

You can find information on data privacy here:

<https://www.porsche-design.com/us/en/footer2/legal/accessibility-statement/>

<hr/>	<hr/>
	For
For Porsche Lifestyle GmbH & Co. KG	<hr/>
	Company name
Ludwigsburg,	<hr/>
Date	Place/Date
<hr/>	<hr/>
Department/Name/Signature	Name/Signature
	<hr/>
	E-mail