



**General Terms and Conditions for the Purchase of Goods and
Services by BMW Italia S.p.A.**

Version 11/2025

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1. Scope

- 1.1 These General Terms and Conditions ("**GTC**") govern relations arising from the supply of goods (excluding production materials and vehicle components), including software and/or the provision of services, (hereafter "**Indirect Purchases**" and singular "**Indirect Purchase**") by BMW Italia S.p.A. ("**BMW Italia**" or "**BMW**").
- 1.2 The contractual counterparty shall be referred to herein as the "**Supplier**" or the "**Contractor**".
- 1.3 BMW Italia and the Supplier may be referred to herein jointly as the "**Parties**" or individually as the "**Party**".
- 1.4 The Contractor shall provide its current supplier master data on the BMW Partner Portal of BMW Group at <https://b2b.bmw.com> (hereafter "**B2B-Portal**") > login > applications > supplier data maintenance (hereafter "**Supplier Data Base**"), keep it up to date at all times and designate a responsible master administrator. Where the Contractor is obliged under these GTC to submit certificates, declarations or other verifications, the Contractor shall submit each of these without undue delay and with the current validity date to the Supplier Data Base.
- 1.5 For the avoidance of doubt, the review of, or failure to request such certificate, declaration or other verification, by BMW shall not constitute a waiver by BMW of any of the Contractor's obligations under these GTC, nor shall such be construed as BMW's consent to the Contractor's behavior.

2. Completion of the Contract

- 2.1 The Indirect Purchase Contract (hereafter "**Indirect Purchase Contract**" or "**Indirect Purchase Agreement**") shall be completed with the issue of a Purchase Order or a call-off (hereafter, jointly, the "**Order**") by BMW Italia and the subsequent order acknowledgement by the Supplier. The Order BMW Italia submits to the Supplier shall specify the quantity of goods/services to be supplied, and the place and date of delivery. Similar specifications shall apply in the event of an amended Order.
- 2.2 Unless otherwise agreed, the version of the GTC in full force and effect at the moment the Order is completed shall be an integral part of the Indirect Purchase Agreement. If the GTC is not annexed to the document transmitting the Order, whether a Purchase or Service Order, it shall be sent to the Supplier on request.
- 2.3 In addition to these GTC, depending on the nature of the Indirect Purchase, further Special Terms and Conditions ("**STC**") may apply. In the event of a discrepancy, the STC shall prevail over these GTCs.
- 2.4 In the event of several documents governing the Indirect Purchase Contract giving rise to different interpretations, the following order of priority shall apply:
 - a) Specific Indirect Purchase Agreement between BMW Italia and the Supplier (if any);
 - b) Specific Supplier quotation (hereafter "**Quotation**"), accepted by BMW Italia, complete with documents requesting Quotation transmitted by BMW Italia (hereafter "**Request for Quotation**"), including all annexes, excluding the General Terms and Conditions of the Supplier;
 - c) Framework Agreement between BMW Italia and the Supplier (if any);
 - d) Purchase Order/Service Order from BMW Italia with attached STC (if any);
 - e) Purchase Order/Service Order from BMW Italia with attached GTC.Should the Supplier Quotation as specified under art. 2.4, subsection b) differ from and/or conflict with the Request for Quotation, the Quotation shall be deemed to have been accepted only if the Supplier has specified and drawn attention to the differences/discrepancies in the Quotation itself and BMW Italia has explicitly accepted them. Otherwise, the specifications in the Request for Quotation shall apply and the Supplier shall comply with these specifications.
Different or additional delivery terms by the Supplier shall not be deemed to have been accepted even where not explicitly rejected by BMW Italia. Should the Supplier acknowledge the Purchase Order/Service Order received from BMW Italia amending the Purchase Order/Service Order transmitted, the amendments shall be valid only if explicitly accepted in writing by BMW Italia.
- 2.5 The quantities of goods and/or services to be purchased set forth in the Request for Quotation and/or the Quotation shall be intended only as approximate purchase quantities (e.g. for the purpose of price calculation). Accordingly, even if a Framework Agreement is entered into between BMW Italia and Supplier, such Agreement shall not provide for any obligation on BMW Italia to purchase minimum quantities.
- 2.6 The GTCs applicable to the main Purchase Order/Service Order shall be applied, insofar as this is possible, to any amendment or addition to the Order, even where this has not been explicitly agreed.
- 2.7 If the Contractor creates, amends or provides software as part of its contractual performance, the "BMW terms for the Implementation of Open Source Software" (hereafter "**OSS Terms**") shall apply and shall be an integral part of the Indirect Purchase Contract. The OSS Terms can be opened using the following path: B2B-Portal > login > departments > purchasing > purchasing direct material > contractual standards or will be sent by BMW on request of the Contractor.

3. Performance of the Indirect Purchase Contract

- 3.1 The Supplier shall be liable for Indirect Purchases ordered by BMW Italia. In other words, he shall be liable to BMW Italia for the supply of goods/carrying out of work or provision of services (hereafter "**Provisions**") in all phases, irrespective of whether he has used subcontractors directly or indirectly in the execution of the Provisions.
- 3.2 The Supplier shall guarantee compliance with all applicable regulations during the execution of the Provisions, including, where applicable, current privacy regulations, i.e. the European Regulation 679/2016 ("**GDPR**") and other Italian regulations coordinating with the GDPR (hereafter "**Applicable Privacy Regulations**"), irrespective of whether he uses subcontractors directly or indirectly.
The Supplier shall guarantee and hold BMW Italia harmless from any damages claimed by third parties caused by the Supplier or a subcontractor, arising from the failure to comply with applicable regulations, including the treatment of Supplier personnel.
- 3.3 Without prejudice to articles 3.1 and 3.2, the Supplier may appoint subcontractors for the execution of the Provisions only after obtaining the written consent of BMW Italia.
- 3.4 Any materials provided by BMW Italia shall be requested by the Supplier in good time and in the precise amounts required, in order to guarantee the proper execution of the Provisions.
- 3.5 The Supplier shall appoint a project manager.
The project manager shall plan, coordinate and monitor all the needs of the project based on relevant current regulations (such as regulations governing the use and maintenance of equipment, accident prevention, health and safety in the workplace, etc.) and shall liaise with the project manager of BMW Italia.
On request, at any time, the project manager of the Supplier shall communicate to the BMW Italia project manager the progress

of the work on the Provisions. Doing so, he/she shall provide an updated schedule with the start and finish dates, the degree of completion and the status of each function.

BMW Italia may report to the Supplier objective reasons for replacing the project manager appointed by the Supplier, within the limits established by the law, and the Supplier shall seek to act on the motivated request of BMW Italia.

- 3.6 The Supplier shall ensure that its employees and collaborators working on the project shall comply with the dispositions applied by BMW Italia to external visitors and the related regulations. In this regard, the regulations set out by the safety managers on the premises of BMW Italia shall be complied with. Violations to these dispositions shall authorize BMW Italia to remove the personnel appointed by the Supplier from the premises.

- 3.7 The Supplier shall adopt the measures required to perform the Provisions without additional costs, even where not specifically indicated in the Purchase Order. More precisely:

- a) the Supplier shall assign a code to the items supplied as specified by BMW Italia.
- b) The Supplier shall document all the tests, checks carried out and the results of The Performance rendered and shall easily ensure that the results are assigned to specific Performance. The Supplier will retain the documentation for a period of at least 10 years from the complete performance, upon request, he will deliver it to BMW Italia, provided that before the destruction he will offer it to BMW Italia.
- c) The documents required to deem the Provisions completed shall be made ready or supplied by the Supplier in good time. The Supplier shall check these documents in order to guarantee that they are complete and accurate, both in relation to any irregularities and to complete the preparatory work of third parties. The Supplier shall communicate to BMW Italia in writing and in good time any reservations it may have and shall provide the reasons; it shall also agree the method for performing the Provisions with the BMW Italia project manager.
- d) The documents and equipment provided to the Supplier shall remain the exclusive property of BMW Italia. They shall be returned to BMW Italia at its request and, in all cases, after completion of the Provisions.

- 3.8 The Supplier hereby accepts, in the manner BMW Italia sees fit, verification and checks (hereafter the **"Audit"**) – carried out on its premises by appointed personnel and/or by sending a check-list – in order to ensure compliance with the Applicable Privacy Regulations, where the Provisions require the processing of personal data. For the carrying out of Audits, the Supplier shall not claim the reimbursement of any costs involved from BMW Italia.

Audits may be carried out before each processing and, in all cases, on a regular basis, every [3] years.

Should the result of the Audit carried out by BMW Italia detect serious non-compliance with The Applicable Privacy Legislation and/or no adjustments to the instructions agreed in the "Agreement on The Processing Of Personal Data", The Supplier will be obliged to comply with the requests for timely adjustment that BMW Italia should make, without the charge of additional costs to be borne by the latter.

After BMW Italia has carried out the Audits, should it become necessary to ask the Supplier to make changes for serious non-compliances with the Applicable Privacy Regulations, the Supplier shall meet these requests and shall sign a new "Data Processing Manager Protocol" integrated with the new instructions.

- 3.9 BMW Italia may refuse to make payment for the Provisions and to accept them if this involves a violation of the relevant dispositions, or where the Supplier has violated a legal disposition conflicting with the provisions of paragraph 3.2.

- 3.10 The Supplier hereby accepts to promptly inform BMW Italia of any extraordinary operation (such as sales of business, acquisitions, mergers and so on), any relevant event for VAT purpose such as change in the Tax code or VAT number, as well as any variation of its corporate object, occurred after establishing the contractual relationship with BMW Italia, also according to the following art. 6.4, c) and d). (EDN: as known, the article 6.4 provides for termination pursuant to article 1456 of the Italian Civil Code in the event that the Supplier has sold the business or ceased operations or there are circumstances such as to unequivocally believe that the Supplier is unable to ensure the timely and proper performance of the agreed Provisions). To the extent permitted by law and by the contractual obligations undertaken by the Parties, the Supplier also undertakes as of now to inform in advance the contact person in charge of BMW Italia's purchasing department in relation to any organizational changes planned by the Supplier and which may be significant for the commercial and/or contractual relationship between the Parties (such as, by way of example, changes in the ownership or management structure of the Supplier with respect to the time of finalization of the contractual relationship).

4. Changes and additions

- 4.1 BMW Italia may at any time request modifications and additions to The Services at its discretion and, if the object of The Same is the supply of goods, at least until the acceptance procedure, taking care to take into account the interests of The Supplier. The Supplier shall propose to BMW Italia the amendments it deems necessary or suitable to guarantee execution of the Provisions and, in all cases, to implement these changes after receiving consent in writing from BMW Italia.

- 4.2 If the changes proposed by one or other Party involve an increase or reduction in costs and/or a revised delivery schedule, the Supplier shall notify this with the proposed changes or immediately after receiving the change request from BMW Italia and shall consequently revise the quotation. The change shall be carried out on the basis of a written agreement specifying details for the payment of the additional costs or the reimbursement due to diminished costs, with the time required to carry out the Provisions.

- 4.3 If the proposed changes require the Supplier to carry out additional Provisions not specified originally, the Supplier shall have the right to an additional fee only where agreed before carrying out the additional Provisions. The additional fee shall be calculated using the same principles applied for the original calculation of the prices of the original Provisions.

5. Acceptance procedure

- 5.1 If the Provision consists in carrying out works or providing a service, a formal acceptance procedure shall be established. BMW Italia shall carry out the acceptance procedure after receiving notification of completion by the Supplier and after all the documents pertaining to the works or services carried out have been provided. If verification of the works or services carried out by the Supplier involves a start-up or test procedure, acceptance shall not be given before the positive outcome of the start-up or test of the works or services.

- 5.2 If the Supplier creates, modifies or supplies software as part of the contractual Provisions, after carrying out the relevant tests of the functioning of the program it shall supply the software to BMW Italia in a format and on a suitable data support that is automatically testable and legible, together with the source code and complete documentation. At the delivery stage, the Supplier shall allow BMW Italia to examine the source code and accompanying documentation.

- 5.3 For the purposes of the acceptance procedure, a formal acceptance log shall be set up. In all cases, formal acceptance shall not be complete until the Supplier has rectified any defects detected. Defects shall be rectified promptly by the time established by BMW Italia.

- 5.4 There shall be no tacit form of acceptance, which shall be properly documented. Delivery of the works or completion of the services shall not comprise acceptance. Payment by BMW Italia shall not be construed as acceptance by BMW Italia of the work and/or

services.

6. Unilateral termination of the Indirect Purchase Contract and specific termination clause

- 6.1 If the Indirect Purchase Agreement includes the execution of works or provision of services, BMW Italia may terminate the purchase agreement or any part of it at any moment. In this case, BMW Italia shall pay Supplier the documented costs incurred directly by the Supplier as a result of the Order until the moment of termination of the Indirect Purchase Agreement. The Supplier shall not make any claim for further payment for termination where BMW Italia demonstrates that termination was justified and gave sufficient notice.
- 6.2 BMW Italia may require termination of the Indirect Purchase Agreement where the Supplier fails to carry out its obligations with regard to the Provisions. If the Supplier is the cause of termination, BMW Italia shall pay for the Provisions which have been completed according to the Indirect Purchase Agreement to the extent in which BMW Italia may make use of the results of the Provisions, without prejudice to the right of BMW Italia to any damages incurred. This, in any case, does not prejudice BMW Italia's right to compensation.
- 6.3 Intellectual property rights, as specified in Section 13 ("Intellectual property rights and rights of use; BMW Distinctive Signs") relating to the results of the Provisions completed up to the moment of termination are transferred from the outset to BMW Italia.
- 6.4 Pursuant to and with the effects of section 1456 of the Italian Civil Code, the Indirect Purchase Agreement shall be deemed legally rescinded in the following cases:
- a) the Supplier or subcontractor employed by the Supplier fails to comply with or violates current law applicable directly or indirectly to the Provisions specified in the Indirect Purchase Agreement;
 - b) the Supplier or subcontractor employed by the supplier violates the dispositions of the Code of Ethics adopted by BMW Italia, as specified in art. 20 below;
 - c) it becomes clear that the Supplier is not able to guarantee the proper and prompt performance of the agreed Provisions;
 - d) the Supplier has sold the company or wound up the business and these prevents the agreed Provisions from being performed;
 - e) the Supplier does not guarantee or refuses the proper performance of the Audits required by BMW Italia or the Audit reveals serious non-compliances of the Supplier regarding the Applicable Privacy Regulations, or with the instructions given to the Supplier by BMW Italia with the "Appointment of the Data Processing Manager Protocol", if any, and these non-compliances cannot be promptly rectified;
 - f) the Supplier fails to inform in advance the contact person in charge of BMW Italia's purchasing department in relation to organizational changes that may be significant for the commercial or contractual relationship between the Parties (such as, by way of example, changes in the ownership or management structure of the Supplier with respect to the time of the finalization of the contractual relationship);
 - g) a significant deterioration of the Supplier's economic situation occurs, including cases of insolvency or over-indebtedness (ascertained or imminent) or the possibility of the Supplier being subject to bankruptcy proceedings;
 - h) in the cases referred to in artt. 13 and 21 below.

7. Deadlines and delays

- 7.1 If the deadlines are specified in terms of a number of calendar weeks or months, they shall expire on the first working day. Where specified, the timing of delivery of goods and the quantities of goods to be delivered by Supplier, the same shall be deemed binding for the purpose of the fulfillment of the Indirect Purchase Agreement. Accordingly, BMW Italia reserves the right to refuse delivery of goods in violation of the agreed timelines and/or to return, at Supplier's expense, any delivery of goods, or any part thereof, received after the agreed delivery date or in quantities other than those specified in the Order, without prejudice to the application of the provisions regarding delays (such as regarding compensation for damages).
- 7.2 If the Indirect Purchase Agreement specifies a penalty for delays, BMW Italia may also apply for further damages. If at the moment of acceptance as specified in art. 5 above, BMW Italia does not apply a penalty for delays, this shall not be construed as a waiver of penalties.
- 7.3 The above provisions shall apply where the Supplier has completed the work/services in full or in part, but they are not ready for the acceptance procedure.
- 7.4 In the event of delays which are not the fault of the Supplier, the deadline shall be extended by a reasonable period. In the events of delays caused by BMW Italia, the Supplier shall have the right to the reimbursement of any costs incurred due to the delay, excluding any loss of earnings.
- 7.5 The Supplier shall promptly notify BMW Italia in writing of any deadlines which may not be met even where BMW Italia may already be aware of the circumstances and reasons for the possible delay.
- 7.6 Each Party shall be released from its obligation to fulfill its performance only in the event that they are unable to perform due to force majeure, by which is meant those events of an extraordinary nature which the Parties could not have foreseen, nor prevented by the exercise of ordinary diligence including - but not limited to - epidemics, pandemics, wars, earthquakes, sabotage, riots, insurrections, civil unrest.
- 7.7 The Parties expressly agree that the Supplier shall not have the right to suspend or refuse to perform the Provisions or the right to set off, pursuant to Article 1242 of the Italian Civil Code, any claims it has against BMW Italia in the event that the latter has made claims or demands of any kind against the Supplier, unless such claims are undisputed or legally established by the Supplier.

8. Power of representation

- 8.1 The Supplier cannot represent BMW Italia in any negotiations with third parties, unless BMW Italia has authorized it to do so in writing. In all cases, the Supplier shall be authorized to do whatever necessary to complete the work or services specified in the Indirect Purchase Agreement, ensuring that the project is carried out properly without negative consequences for BMW Italia on quality, the agreed deadlines and economic aspects. This authorization shall also apply to the declarations materially required for the coordination and monitoring of the performance of the Indirect Purchase Agreement. In particular, the Supplier shall be appointed and authorized to represent BMW Italia in relation to third parties involved in the project for the management of faults and/or defects, for the specification of deadlines and the transmission of orders as well as for sending reminders relating the execution of the Provisions.
- 8.2 Third parties appointed by BMW Italia for planning and/or monitoring purposes are not authorized to represent BMW Italia in binding negotiations. In particular, third parties shall not be authorized to extend deadlines for the completion of the Provisions, or to legally accept invoice amounts, salary claims, payments of subcontractors, tolerance regarding quantities or similar matters.
- 8.3 BMW Italia shall have the right, but not the obligation, to accept goods in the absence of the Supplier or appointee of the Supplier; in no case shall BMW Italia be liable for goods deemed completed or rectified, even where a written receipt has been given. The Supplier shall be liable for all risks during custodianship.

9. Fee, invoicing and payment

- 9.1 All prices are fixed and do not include VAT, if applicable. Unless otherwise agreed, prices shall include all additional costs (such as transport and installation expenses, travel expenses, supplementary costs, flat rates, etc.). Prices shall be applied without change until the completion of the Provisions to be supplied pursuant to the Indirect Purchase Agreement.
- 9.2 Payment of goods or services pursuant to the Indirect Purchase shall be carried out on the basis of the agreed payment terms set out in the Purchase Order.
The beginning of the payment period is the date of receipt of the goods where they will be used or the date of the acceptance procedure for services or receipt of the correct invoice, verifiable, in compliance with the requirements of BMW Italia as set out in paragraph 9.6.
To calculate the due date of payment, a service which is completed before the agreed time shall not be deemed completed until the agreed deadline.
- 9.3 If BMW Italia requires a bank guarantee, the Supplier shall submit this guarantee with the text provided by BMW Italia. The guarantee shall be issued "enforceable on first demand" by a primary and accredited bank or insurance company. The guarantee shall cover, for example, all the damages arising from the failure to complete the Provisions, failure to rectify faults or defects and against a performance guarantee for the Provisions. In addition, the Supplier shall be obliged to produce a bank guarantee against advance payments made by BMW Italia greater than Euro 100,000.00. Credits may be offset if the claim of the Supplier is not explicitly disputed by BMW Italia, or offsetting is the result of a decision taken by a legal body with jurisdiction.
- 9.4 Invoices shall be paid by bank transfer.
- 9.5 BMW Italia may offset its payables to the Supplier with receivables from the Supplier.
- 9.6 The Supplier shall send BMW Italia an invoice compliant with commercial practice and Italian tax regulations, citing the number of the Purchase Order.
- 9.6.1 For supplies performed in Italy, the invoice shall be issued in electronic format via the interchange system as required by Italian law. The electronic invoice shall be structured as per the attached 'BMW e-Invoicing Implementation-Guidelines'. For supplies performed abroad, the invoice must be sent by e-mail to the attention of the Administration.
- 9.6.2 The invoice shall, in particular, contain the following information:
- Complete name and address of the Supplier and recipient of the services
 - VAT number and tax code of the Supplier and recipient of the services
 - Recipient's unique code
 - Unique consecutive invoice number
 - Issue or invoice date
 - Date of delivery of the goods or provision of the services
 - Standard commercial name of the goods/services
 - Quantity details
 - Purchase Order Number provided by BMW Italia
 - Total taxable amount with details of VAT rate
 - VAT payable
 - If the operation for which the invoice is issued includes goods/services subject to different VAT rates, the items shall be set out separately with the applicable rates
 - For non-taxable operations or operations that are tax exempt, the relevant exemption or other regulation shall be cited
 - Any reductions in agreed payment terms should be shown unless already shown in the fee.
- Any change in (i) the recipient of payment, (ii) the party issuing the invoice, or (iii) the recipient of the Purchase Order requires prior written notification against BMW Italia.
- 9.6.3 BMW Italia may refuse to pay an invoice which does not include all the data set out in paragraph 9.6; the costs incurred by BMW Italia shall be debited to the Supplier. The agreed payment period shall not begin until BMW Italia receives a new invoice which meets the requirements of paragraph 9.6.
- 9.7 The Supplier shall not make over receivables without the written consent of BMW Italia.
- 9.8 Notwithstanding the foregoing, invoicing will be done by issuance of a self-billing by BMW Italia in the following cases:
- (i) if at the expiration of 4 (four) months from the completion of a transaction relevant for VAT purposes, an invoice related to the transaction in question is not received (so-called self-invoice-denial). In this case, the document must include all the elements of the invoice not received and must be sent within 30 (thirty) days to the relevant VAT office;
 - (ii) purchases of goods or services from persons resident in non-EU countries and who do not have a permanent establishment or representative in Italy;
 - (iii) in all other cases in which the law imposes it.
- 9.9 If BMW demands the provision of a guarantee, the Contractor must provide this with no time limits and as specified on the respective BMW form, which can be downloaded on the B2B-Portal > login > departments > purchasing > purchasing indirect material > guarantees or will be sent by BMW on request of the Contractor.

10. Taxation, contribution and fiscal regularity

- 10.1 The term "taxes" includes all present and future taxes, costs and other charges of any kind, as well as additional payments such as interest, penalties, supplementary payments and fines, fines for delays in payment, the payment of penalties due or paid by virtue of obligations under the current law.
- 10.2 BMW Italia and the Supplier shall each be responsible for carry out their obligations and paying tax. If one of the Parties fails to do so and this leads to loss, damages or other negative consequence for the other Party, the Party at fault shall reimburse the other for such losses, damages or other negative consequence.
- 10.3 If withholding tax is applicable to the sums to be paid by BMW Italia to the Supplier, BMW Italia shall apply the withholding tax in compliance with the current dispositions of the law and shall pay the withholding tax to the relevant tax authorities on behalf of the Supplier.
At the request of the Supplier and in compliance with the current dispositions of the law, BMW Italia shall provide the Supplier with a valid tax certificate demonstrating the payment of the withholding tax on behalf the Supplier.
If an agreement exists preventing double taxation, or if another disposition determines the reduction or exemption of the deduction for the purposes of withholding tax, BMW Italia shall apply the withholding tax only to the portion of the amount to which it applies or will apply the exemption if the Supplier provides BMW Italia with a valid certificate of tax exemption at least 10 working days before the due date for payment. BMW Italia will otherwise deduct and retain the amounts provided for in the event of non-application of the double taxation agreement, which will have to be paid to the competent tax authority in order to comply with the company tax law.

- The Supplier shall fulfil all its obligations regarding certification, information and documentation and other obligations for the application of reduced rates or exemptions under double taxation agreements or other regulations.
- 10.4 The Supplier will have to pay all taxes to be paid by the Supplier himself for the purchase, consumption or production of goods or for the use of the services or from business travel by its employees, who are necessary for the provision of the services. Otherwise, BMW Italia shall deduct and withhold the amount without exemption or application of the agreement against double taxation, and this sum shall be paid to the relevant tax authorities to meet corporate tax obligations.
- 10.5 The Supplier undertakes to deliver to BMW Italia, upon simple request by the latter from the time of signing and throughout the term of these GTC, the following documentation:
- the Documento Unico di Regolarità Contributiva ("DURC") relating to the Supplier's employees when employed in the performance of the supply;
 - the certification of registration with the Chamber of Commerce, Industry and Handicrafts;
 - the insurance policy.
- 10.6 If the Supplier employs employees and at BMW Italia's discretion, the Supplier may be required to produce the following documentation attesting to its fiscal regularity and, in particular, to send within and no later than 5 working days following the due date of each monthly payment pursuant to art. 18, paragraph 1, of Legislative Decree no. 241/1997 the following documentation:
- the payment proxies relating to the payment of the withholding taxes referred to in Articles 23 and 24 of Presidential Decree No. 600/1973, Article 50, paragraph 4, of Legislative Decree No. 446/1997 and Article 1, paragraph 5, of Legislative Decree No. 360/1998, withheld from workers directly employed in the execution of the supply (indicating the tax code of the commissioning company when making the payment);
 - the details of the hours worked by each employee in the performance of the supply;
 - the amount of remuneration paid to each employee, linked to that performance (the taxable amount for tax purposes as shown on the employee's "payroll");
 - the details of the tax withholdings made in the previous month with respect to each employee. Tax withholdings made against employees are all those referable to the employment relationship or relationships from which income similar to that of an employee is derived;
 - list of employees involved in the performance of the supply, accompanied by the personal data and tax code of each of them and valid residence permit for immigrant employees (if any);
 - statement of regular registration with social security institutions;
 - F24 form certifying the correct payment of VAT;
 - any other useful documentation that may be reasonably requested by BMW Italia.
- 10.7 Without prejudice to the foregoing, the Supplier undertakes to promptly produce to BMW Italia, upon request by the latter, copies of the documentation proving the correct fulfillment of the provisions of this article, as may be identified by legal and regulatory provisions, including the Libro Unico del Lavoro and the documentation attesting that the Supplier has made payments to the relevant insurance, tax and social security institutions.
- 10.8 All of the foregoing without prejudice to the fact that BMW Italia shall have the right to verify the DURC valid on the date of disbursement of each payment made and, in the event of a negative DURC or, even in the event of a positive DURC, if BMW Italia has knowledge of the pendency of disputes by even a single employee employed in the performance of the supply, it shall have the right to suspend payment of the fees referred to in Article 9 above.
- 10.9 The Supplier where the Indirect Purchase Agreement has the characteristics provided for in Article 17 bis of the Legislative Decree No. 241/1997 introduced by Article 4 of the Decree Law No. 124 of October 26, 2019 converted by the Law 157 of December 19, 2019, undertakes to provide the valid Single Document of Fiscal Regularity ("DURF").

11. Customs, origin and export controls

- 11.1 The Contractor shall comply with all applicable laws and regulations, particularly those relating to customs and export controls (including US and locally applicable export control law) and all the requirements which relate to the security of the supply chain.
- 11.2 At the request of BMW Italia, the Contractor undertakes to provide all the required documents, for example certificates or declarations (e.g., AEO security declarations, declarations under C-TPAT or similar programmes), to support BMW Italia during official investigations and to use similar caution in its dealings with its business partners.
- 11.3 BMW Italia shall be entitled to reject the contractual performance which forms part of the business relationships if the Contractor breaches regulations set out in Clause 11.1 and this would make the execution of the Indirect Purchase Agreement by BMW Italia a breach of the law by BMW Italia. The same shall apply, notwithstanding an infringement by the Contractor, if the execution of the Indirect Purchase Agreement by BMW Italia would constitute a breach of the regulations set out in Clause 11.1. In these cases, the Contractor shall waive its right to any compensation or other claims relating to the justified exercise of its right to withhold performance on the part of BMW Italia.
- 11.4 The Contractor shall inform BMW Italia
- a) of any possible export control applicable to the contractual performance (e.g., classifications in accordance with the Dual-Use Regulation or comparable regulations);
 - b) if and insofar the goods and technologies are subject to any export/re-export licence under US law/US regulations; and
 - c) of the relevant classification number applicable (e.g., the ECCN Export Control Classification Number for US products, the "AL number" of goods and technologies listed in the Dual-Use Regulation, etc.); as well as
 - d) of any possible exemptions for the goods and technologies.
- The Contractor shall send the aforementioned notes and information to the BMW Italia department of customs and export control (for contact persons, see B2B-Portal > Login > Departments > Finance > Export Control). At the Contractor's request, BMW Italia will provide the Contractor with the required declarations / notifications.
- 11.5 The Contractor shall provide BMW Italia with all such support as may be necessary to enable BMW Italia to reduce or minimise its payment obligations. The Contractor undertakes to examine existing customs suspensions or punitive tariffs (e.g., "exclusions" under US law) and to notify BMW Italia. If these customs suspensions are applicable, they shall be applied for. Upon BMW Italia's request, the Contractor commits to implement, particularly in the EU, customs procedures with commercial impact pursuant to Article 210 of Regulation (EU) No. 952/2013 (Customs Code of the European Union) or submit declarations (affidavits) pursuant to customs rules of third Countries in close coordination with BMW Italia. If the Contractor participates in an US foreign trade zone, MX IMMEX or comparable program (hereinafter "Programs"), then the Contractor undertakes towards BMW Italia that it will comply with all applicable legal norms and regulations in connection with such Programs, as well as timely and in correct form, and with complete and correct content, and the Contractor will provide BMW Italia with all information required for its compliance with its obligations.

In addition, the Contractor shall inform BMW Italia in writing of applicable antidumping measures (e.g., for aluminium, steel) and

punitive tariffs on imports into the corresponding importing Countries.

- 11.6 If the Contractor provides goods, works or services which may be imported into the recipient Country on preferential terms, the Contractor must attach a preferential certificate of origin with each consignment (e.g., movement certificates, EUR 1 or EUR-MED, etc.) or a non-formal proof of preference (e.g., declaration of origin) if the legal requirements have been satisfied for this. If certificates of origin other than preferential ones are required in the recipient Country as a result of national import regulations, BMW Italia must also be supplied with these by the Contractor.
- 11.7 The Contractor must contact the relevant BMW Italia customs department to discuss any questions and instructions relating to customs duties.

BMW Italia shall complete the customs clearance formalities in the Country of import and the Contractor shall complete the customs clearance formalities in the Country of export, unless otherwise agreed. If the Contractor completes the customs clearance formalities in the Country of import without the prior written consent of BMW Italia, it shall act on its own behalf and for its own account. This shall apply even if it claims to be acting on behalf of and for the account of BMW Italia but does not hold any power of representation.

12. Warranty

- 12.1 Unless otherwise agreed, the guarantee shall be provided in accordance with the relevant provisions in force. These taxes shall be included in the price agreed with BMW Italia in the form of costs, unless the Supplier requests reimbursements, deductions or the payment of these taxes. Irrespective of this, BMW Italia shall have the right to require the rectification free of charge of any faults and/or defects, or their replacement with non-defective parts.
- 12.2 BMW Italia shall inform the Supplier of faults and/or defects within a reasonable time after their detection, depending on the nature of the goods/services.
- 12.3 Any notification of faults and/or defects by BMW Italia shall suspend the warranty period. After rectification of the faults and/or defects, the warranty period shall resume.

13. Intellectual property rights and rights of use; BMW Distinctive Signs

- 13.1 The Supplier shall guarantee that the goods, works or services provided are not subject to the intellectual property rights of third parties, which exclude or compromise the use of the goods, works or services rendered to BMW Italia; in addition, the Supplier shall guarantee that it has acquired any rights of use.
- 13.2 The Supplier shall hold BMW Italia harmless from any claims of third parties relating to intellectual property rights, including copyright, brought against BMW Italia due to the use of the goods, works or services rendered by the Supplier to BMW Italia. This indemnity shall not apply if the Supplier was not aware and could not have been aware of the existence of third party rights. The Supplier shall directly defend suits on its own behalf and at its own expense. This will not affect any rights to compensation for damage and termination of the contract in favor of BMW Italia.
- 13.3 Unless otherwise agreed, all rights of use and exploitation pursuant to copyright, intellectual property rights and related and trademark rights, in relation to the goods, works or services, and any output of these activities rendered under the Indirect Purchase Agreement shall be transferred from the outset to BMW Italia, at the moment they are created, without reserve and without an additional fee. BMW Italia will be granted these rights exclusively without geographical, temporal or content restrictions, and they can be extended, transferred, reviewed, adjusted, amended, reproduced or published without the consent of The Supplier
- 13.4 During execution of the Provisions, should the Supplier create or modify software, rights of use, intellectual property rights, related and trademark rights, as specified in paragraph 12.3, these shall not be limited to the object code but shall be similarly extended to the source code and the documentation created for the software created and modified.
- 13.5 The use of goods, works or services rendered shall not be subject to charges for BMW Italia. BMW Italia has the right to register outputs for patent purposes.
- 13.6 All trademarks, logos, domain names, designs, and other distinctive signs of BMW Italia ("BMW Distinctive Signs") are and shall remain the exclusive property of BMW Italia or other companies of the BMW Group. Use by the Supplier is permitted solely within the limits expressly set forth in the Indirect Purchase Agreement, the STC and/or other governing documents, or upon prior written authorization by BMW Italia. In all cases, use must comply with BMW's corporate identity and branding guidelines, and no modification, alteration, or combination is allowed without BMW Italia's prior written approval.
- 13.7 Upon termination of the contractual relationship, for any reason, any use of the BMW Distinctive Signs must cease immediately. The Supplier is prohibited from registering, in any jurisdiction, signs identical, similar to, or associable with the BMW Distinctive Signs.
- 13.8 Unauthorized use of the BMW Distinctive Signs may result in the application of penalties (to be quantified in and in consideration of the Indirect Purchase Agreement and/or SCT and/or other documents governing the Indirect Purchase Contract) for each day of unauthorized use of the BMW Distinctive Signs, compensation for further damages, and contractual termination pursuant to Article 1456 of the Italian Civil Code.
- 13.9 Any tolerance by BMW Italia of breaches shall not constitute a waiver of its rights, nor shall it alter the contractual obligations set forth in the Indirect Purchase Agreement and/or SCT and/or other documents governing the Indirect Purchase Contract.

14. Data protection

- 14.1 The Contractor shall ensure that all persons involved in the execution of the contract comply with the statutory regulations relating to data protection, especially when processing personal data.
- 14.2 If the Contractor processes personal data as processor on behalf of BMW within the meaning of Art. 28 GDPR during
- 14.3 the contractual performance, it undertakes to conclude an agreement for the commissioned processing of personal data ("DPA") with BMW on the basis of the current DPA template which shall be supplied to him by BMW, and to ensure that any other necessary agreements for the processing of personal data are also concluded by its subcontractors. It may be necessary in individual cases that these agreements must be concluded directly between BMW and the subcontractors. In any case, in the event of data transfer abroad even after the establishment of the relationship, the Contractor or Sub-contractors must promptly notify BMW Italia.
- 14.4 To the extent that personal data is processed in a third country as part of the provision of services, the contractor
- 14.5 will comply with the provisions of Chapter V of the EU General Data Protection Regulation ("GDPR"), for example by implementing appropriate technical and organizational measures. The Contractor will, within reasonable limits, pro-vide BMW with the available and relevant information necessary to comply with the applicable legal requirements, in particular the requirements of the GDPR, relating to the transfer of personal data to entities outside the EU/EEA. This includes but is not limited to, upon request of BMW, the provision of information and declarations of the Contractor within the context of the BMW questionnaire for international data transfers and information in respect of applicable statutory provisions and practices in the third country of destination for the protection of personal data within the meaning of the requirements resulting from the ECJ ruling Rs. C-311/18 ("Schrems II").

- 14.6 To the extent that personal data is transferred from a party in the EU/EEA to a third country as part of the provision of services, the parties will agree on the appropriate module of the EU standard contractual clauses 2021/914/EU before the start of the transfer. This shall not apply if the EU Commission has issued an adequacy decision in accordance with Art. 45 GDPR for the third country of destination, or if the transfer to third countries is secured by other appropriate safeguards as defined in Chapter V of the GDPR.

15. Confidentiality, advertising

- 15.1 The Supplier and BMW Italia shall consider as confidential all the other's data that directly or indirectly comes into their possession during the execution of the Provisions under the Indirect Purchase Agreement and, in particular, those that (i) are marked as confidential or privileged or (ii) are ordinarily considered confidential or privileged based on the type of information or context in which the "Confidential Information" is provided/transmitted) and to use such Confidential Information only in connection with negotiations between the Parties, whether or not such Confidential Information has been disclosed to the other Party or to an affiliated company.
- 15.2 Confidential Information under this Article 14 includes:
- prototypes, test components or samples;
 - trade secrets, know-how, or results of the other Party exchanged in connection with the Indirect Purchase Agreement or Framework Agreement;
 - the description and existence of the Indirect Purchase Agreement or Framework Agreement or any agreement concluded under these TCGs and the drafts, tender documents, technical specifications, process descriptions, volume and cost data;
 - the counterparty's plans, objectives, ideas and inventions in connection with the Indirect Purchase Agreement or Framework Agreement or the resulting (test) results;
 - other information not publicly available, including knowledge of internal circumstances and processes that one Party obtains about the other Party in the course of the Indirect Purchase Agreement or Framework Agreement (e.g., including in the context of a visit or meeting) or correspondence and personal data.
- 15.3 The obligations of confidentiality set out in this section shall apply to all employees and collaborators of the Parties, irrespective of the type and nature of the collaboration. If they have not already done so, the Supplier and BMW Italia shall duly inform employees and collaborators of their obligations.
- 15.4 The obligations of confidentiality set out in this section shall be deemed not to apply where and to the extent that it can be shown that the information was in or entered the public domain for reasons not attributable to the Party obliged to handle the information confidentially, or if the information was obtained lawfully by third parties or were already in possession of the recipient or the information was divulged due to binding regulations in which case the recipient shall notify in advance and in writing the Party transmitting the information of the obligation to divulge the data, unless such a warning cannot reasonably be given.
- 15.5 The Supplier may publish its commercial relationship with BMW Italia only after obtaining the written consent of BMW Italia.
- 15.6 The Parties undertake not to "reverse engineer" mutually supplied items (e.g., prototypes, software or other materials and samples) that are not or not yet commercially available by disassembly or disassembly, unless the corresponding rights arise from mandatory legal provisions or provisions specifically agreed between the Parties.
- 15.7 If, to the extent permitted by law, Supplier, upon BMW Italia's written request, provides BMW Italia itself with information that enables BMW Italia to assess Supplier's current economic and financial situation in relation to its continued ability to supply (such as quarterly, half-yearly, and annual financial statements and related final reports and any attachments), BMW Italia shall treat such information as Confidential Information to the extent not publicly available or knowable.
- 15.8 The dispositions of Section 14 shall apply after expiry or termination of the Indirect Purchase Agreement, for whatsoever reason.

16. Insurance

- 16.1 The Supplier shall stipulate and maintain at its own expense a sufficient insurance policy covering the risks arising from the liabilities associated with the supply of the goods or provision of the agreed services; at its request, the Supplier shall also provide BMW Italia with the proof of this policy. The insurance shall have a maximum cover of at least EUR 5.0 million. The liability of the Supplier shall not be limited to the maximum cover under the insurance policy.
- 16.2 Failure to request or examine proof of the insurance policy by BMW Italia shall not be construed as a waiver of any of its rights under Section 15 ("Insurance").

17. Environment

- 17.1 During execution of the Provisions, the Supplier shall use the resources necessary (specifically materials, energy and water) efficiently and shall reduce the impact on the environment to the minimum (in particular in relation to waste, effluent, atmospheric pollution and noise). Social Responsibility

18. Social liability

- 18.1 The Contractor shall comply with all applicable laws, standards and official rules and regulations, including antitrust and competition law, prevention of corruption, prevention of money laundering, export control and data protection. The Contractor shall comply with and implement the "BMW Group Supplier Code of Conduct" valid at the time of conclusion of the contract (available in the B2B-Portal under > Collaboration > Sustainability > Environmental and social standards > Downloads); at the request of the contractor, BMW will send it to the Contractor.
- 18.2 In addition, the Contractor has the following obligations:
- For the quantitative assessment of the Contractor's resource efficiency as required by the BMW Group Supplier Code of Conduct, the Contractor shall provide BMW, upon request, the following information relating to the total annual scope of orders placed by and supplied to BMW and its Affiliated Companies: total energy consumption; CO2 emissions; total water consumption; process waste water; metric tons of waste; VOC emissions.
 - In addition, the Contractor shall provide upon BMW's request Data for a life cycle assessment relating to goods or parts thereof (including Data with regard to the materials input) according to the data collection format for life cycle assessment of the VDA.
 - Polymer materials contained in goods shall comply with the BMW requirements for goods derived from the applicable statutory targets or standards for hydrocarbon emissions of vehicles throughout the entire life cycle of the goods. The production processes for goods shall be adapted to comply with such BMW requirements.
 - The Contractor shall comply with the requirements stated in BMW Group Standard GS 93008 (1, 2 and 4) "Substances of concern" throughout the entire life cycle of the goods. The Contractor is responsible for registration and, where necessary, authorisation or notification of chemical substances contained in goods in accordance with the statutory requirements that apply to the market concerned (e.g., according to Regulation (EC) No. 1907/2006 (REACH), EU).

In the event of a chemical substance being imported into the area of applicability of a relevant law, the Contractor assumes responsibility for all obligations named in the BMW Group Supplier Code of Conduct and all associated expenditure. Furthermore, the Contractor will upon request and without undue delay provide BMW with any and all information about goods and substances contained therein, even if such goods have already been delivered, as well as declarations and confirmations, required by BMW in order to fully and timely fulfil its statutory information duties (e.g., under Art. 33 of REACH).

In the event that goods are chemical substances, preparations or materials, the Contractor shall provide BMW with "Safety Data Sheets" for these goods.

- 18.3 The Contractor warrants that, within the context of the contracting, it shall only transmit such data to BMW as it is entitled to transmit.
- 18.4 In order to implement the obligations set out in this Clause 17, the Contractor shall take appropriate training, information, control and sanction measures in its organization, establish a responsible compliance function and appoint it upon request.
- 18.5 It shall be the responsibility of the Contractor to ensure that all and any of his subcontractors act in accordance with the provisions of this Clause 17.
- 18.6 Upon written request, the Contractor shall share information on non-financial performance indicators such as environmental, employee and social concerns, respect of human rights and combating corruption and bribery as well as the underlying strategies and processes according to recognised standards, e.g. in the form of a sustainability report in accordance with GRI or DNK compliance declaration. If due to statutory requirement the Contractor is obliged to inform on its non-financial performance indicators, then the forwarding of such corresponding report will suffice.
- 18.7 The Contractor warrants that the information provided by him with regard to its non-financial performance indicators as per Clause 17.7 is accurate, complete and - with regard to any date referred to in the documents or information current and fairly represents its actual non-financial conditions.
BMW shall be entitled to refuse the participation in the contractual performance, acceptance of the contractual performance as well as its remuneration if and to the extent a relevant mandatory legal provision would be violated thereby or as long as a relevant mandatory legal provision is being violated.
- 18.8 Notwithstanding the foregoing, if and to the extent that Supplier, for the purpose of the performance of the Provisions, uses areas of property of BMW Italia and/or leased by the same for the purpose of the supply of services by the Supplier, the latter also undertakes to comply with the requirements set forth in BMW Group regulations, such as "Occupational safety" (GS-99001), "Environmental protection" (GS-99003) and "Safety information for external companies" (GS-99004), if and to the extent applicable. These documents can be accessed through the following path: B2B Portal > Login > Applications > TEREg.

19. Information Security

- 19.1 The software and hardware deployed and delivered within the scope of the contractual performance shall not contain any features which the Contractor could have detected in accordance with the state of the art and which endanger the integrity, trustworthiness or availability of the contractually agreed performance, other hard- and/or software, or Data, including no feature
 - a) for Unwanted transmission/extraction of Data,
 - b) for Unwanted change/manipulation of Data or the process logic, or
 - c) for Unwanted initiation of Data or Unwanted feature expansions."Unwanted" in this sense is a feature that
 - BMW did not request,
 - the Contractor did not offer with a specific description of the feature and its effects, and stat
 - that BMW also did not accept in writing in the individual case.
- 19.2 BMW Data must be treated as Trade Secrets. The Contractor shall secure BMW Data and its own Data which is necessary for the contractual performance against unauthorised access, modification, destruction and other misuse (hereinafter "Information Security") and shall utilize state-of-the-art technical and organizational measures to ensure Information Security. At BMW's request, the Contractor shall prove the implementation of these measures (e.g., ISO/IEC 27001, ISO/IEC 62443, ISO/SAE 21434) without additional remuneration.
- 19.3 The Contractor shall strictly segregate and handle separately BMW Data (with the exception of email communication) from Data from other customers, and employ appropriate protective mechanism against access by other customers to BMW Data. Insofar as the backup or processing of BMW Data is part of the contractual performance, the Contractor shall take all precautions in accordance with the state of the art in order to be able to restore the BMW Data at any time in a legally secure and loss-free manner.
- 19.4 Depending on the type and protection requirements of the affected BMW Data or the significance of the Contractor's contractual performance for the business operations of BMW Group, BMW may demand from the Contractor an appropriate level of security measures on Information Security during the entire contract period as well as proof as prescribed by BMW of an appropriate Information Security level within the Contractor's operations; especially by submission of appropriate certificates (e.g., ISO/IEC 27001 "Information technology - IT Security process - Information Security Management Systems - Requirements") or by certification according to the VDA model "TISAX" (Trusted Information Security Assessment Exchange). The parties may agree an appropriate deadline for the first-time certification of a site according to "TISAX".
- 19.5 The Contractor shall ensure that no possibly damage-causing software (e.g., viruses, worms or trojans) is deployed during the contractual performance, e.g., via drivers or firmware included in the delivery. The Contractor shall inspect this in accordance with the state of the art and, upon BMW's request, confirm in writing that it has found no indications of harmful software during such inspections.
- 19.6 If the Contractor obtains knowledge of an incident which involves a breach of the Information Security requirements (e.g., security gaps, Data losses, malfunctions, endangerments, attack by damage-causing software, Data misuse) and which could concern BMW, including in the form of an unauthorized access by third parties to BMW Data (e.g., Data leak or cyber attack), (hereinafter "Information Security Incident") or if there are indications for the Contractor which upon reasonable assessment justify the suspicion of such Information Security Incident, then the Contractor shall, without undue delay and without additional remuneration for BMW
 - a) inform BMW thereof, and
 - b) take all necessary steps to clarify the matter and limit the damage, as well as support BMW hereby and
 - c) accept all appropriate measures taken at BMW as a result of the Information Security Incident by BMW to protect the BMW IT infrastructure (e.g., disconnection of the IT-System connections) and
 - d) ensure trouble-free reconnection to the BMW IT infrastructure and
 - e) support BMW in the recovery of the Data if the Information Security Incident causes an interruption or delay of the contractual performance, a decrease in the operations efficiency, or the loss of Data and
 - f) upon BMW's request, provide all relevant details regarding the Information Security Incident, including Indicator of

Compromise (IOC), Tactics, Techniques, and Procedures (TTP) or an incident closure report, and

g) upon BMW's request, provide a security report for a specified period. The necessary contents of such report shall include results of the security checks, identified Information Security risks, as well as identified Information Security Incidents and their handling.

The Contractor's obligations arising from the contractual relationship remain unaffected.

- 19.7 BMW becomes aware of an infringement of the agreed implementation and maintenance of Information Security, the existence of an Information Security Incident or if there are reasonable indications of this, BMW has the right to ensure compliance with the requirements for Information and IT Security in accordance with this clause 16 and the agreed data protection and security guidelines (cf. Clause 13) on data protection and security (hereinafter "Audits").

The Contractor shall tolerate BMW's Audits and shall provide cooperation services such as information, as far as this is necessary for the Audit. BMW may also convince itself of the compliance with the agreed technical and organisational measures within the business premises of the Contractor including the IT systems after timely announcement during normal business hours and, as far as possible and reasonable, without disturbance of the business procedures. BMW shall respect any confidentiality obligations which may exist between the Contractor and third parties. BMW is entitled to have Audits conducted by an external qualified company that is contractually bound to confidentiality regarding third parties, unless such company is a Competitor of the Contractor. BMW's statutory rights of control and information are neither limited nor excluded by this provision.

- 19.8 The Contractor shall notify BMW of a central contact person for Information Security via the B2B-Portal (Supplier Data Maintenance > Information Security Officer) before first delivery of goods or service provision and inform BMW of any changes without undue delay.

- 19.9 The Contractor shall ensure that through appropriate contractual regulations, all and any of its subcontractors are contractually bound to BMW to comply with the terms of this Clause 16 ("Information Security") and that this obligation is passed on accordingly along the supply chain.

20. Code of Conduct of BMW Italia

The Supplier declares and guarantees that it has read, accepts and shall comply with the requirements and principles enshrined in the "Code of Ethics" adopted by BMW Italia (the current version can be consulted on the website www.bmw.it), which sets out the values that inspire BMW Italia in achieving its aims and for the prevention of crimes as specified in Legislative Decree 231/2001 and subsequent amendments and additions.

The Supplier shall also guarantee that its employees and collaborators comply with the principles set out in the "Code of Ethics" and, pursuant to section 5.2.2.1 of this Code, shall notify BMW Italia (email address odv@bmw.it) of any unlawful conduct that comes to its attention, fully aware of the consequences as set out in sections 5.2.2.2 and 5.2.2.3 of the Code. Any violation by the Supplier of the dispositions set out in the Code of Ethics of BMW Italia shall lead to termination of the Contract for just cause pursuant to and with the effects of section 1456 of the Italian Civil Code and the obligation to reimburse BMW Italia for the damages incurred.

21. Business continuity

- 21.1 The Supplier represents that it has implemented a Business Continuity Plan suitable to ensure the provision of the goods/services under the Indirect Purchase Agreement also in the event of critical situations (e.g., IT failures, fires, natural disasters). The Plan includes measures for the restoration of essential activities, emergency management, return to normal operations, and communication procedures with BMW. The Plan is subject to regular updates, testing, and personnel training. Upon request, the Supplier shall provide BMW with a copy of the Plan and the contact details of the internal business continuity officer.

- 21.2 The Supplier undertakes to adopt and maintain adequate backup and disaster recovery solutions ensuring data integrity and availability. Such solutions shall be periodically tested, and any material changes shall be promptly notified to BMW.

- 21.3 The Supplier undertakes to promptly inform BMW of any events that may compromise business continuity, providing details of the event, measures taken, and estimated recovery times.

- 21.4 BMW reserves the right to periodically verify the adequacy of the Supplier's Business Continuity Plan, backup and disaster recovery solutions, and incident response procedures. The Supplier shall cooperate during such audits and provide all requested documentation. If the outcome of the audit is unsatisfactory, BMW may request the implementation of specific corrective actions within a defined timeframe. Should the Supplier fail to comply, BMW shall be entitled to contractual termination pursuant to Article 1456 of the Italian Civil Code, without prejudice to any further damages.

- 21.5 Pursuant to Article 1456 of the Italian Civil Code, the following shall constitute express grounds for termination by BMW via simple written notice sent by certified email (PEC), without prejudice to the right to claim damages: failure to adopt or update the Business Continuity Plan; inadequacy or failure to provide the Plan upon request; absence of adequate backup/disaster recovery measures; failure to promptly notify BMW of critical events; failure to implement corrective actions following an audit.

22. Miscellaneous

- 22.1 Amendments, additions and notices of termination shall be in writing. In the case of amendments and additions, this requirement shall be deemed to have been met by notification of the amendments or additions by registered letter with return receipt, fax or certified email, whereas notices of termination shall be sent by registered letter with return receipt of certified email. However, notifications of resolution must be submitted in writing by registered letter *air* or certified mail.

- 22.2 Should one disposition of these GTCs or applicable STCs, or part thereof, become null and void or be inapplicable, this shall not invalidate the remaining parts of the Indirect Purchase Agreement. BMW Italia and the Supplier shall do their utmost in good faith to replace the disposition that is null and void or inapplicable with a valid and applicable disposition, which has the same commercial outcome and without making any significant change to the contents of these GTCs or applicable STCs.

23. Applicable law, Law Court and jurisdiction

- 23.1 The legal relations between the Parties shall be subject to Italian law.

- 23.2 Any disputes between the Parties over the interpretation, execution or termination of this Indirect Purchase Agreement or other matter arising from it, shall be settled exclusively by the Milan Court.

Annex 1: Privacy Statement by BMW Italia S.p.A.

Date.....

Signature.....

The undersigned Supplier explicitly declares that it has carefully read and fully accepts all the above articles and, in particular, with the effects of sections 1341 and 1342 of the Italian Civil Code, specifically approves the following Articles: 2. Completion of the Contract; 3. Performance of an Indirect Purchase Contract; 4. Changes and Additions; 6. Unilateral Termination of the Indirect Purchase Contract and Specific termination clause; 7. Deadlines and delays; 9. Fee, invoicing and payment; 11. Customs, origin and export controls; 12. Warranty; 13. Intellectual property rights and rights of use; BMW Distinctive Signs 14. Data protection; 16. Insurance; 17. The environment; 18. Social liability; 19. Information Security; 20 Code of Conduct of BMW Italia; 21. Business continuity; 23. Applicable law, Law Court and jurisdiction.

Date.....

Signature.....