

Special Terms and Conditions for the delivery of Energy Attribute Certificates (version 01/2025)

**This is an English translation of the German STC and for convenience only.
Only the German version of these STC is legally binding.**

1. Scope and contract components

In addition to Clause 1 of the GTC, the following applies:

- 1.1 The Special Terms and Conditions ("STC") set forth below shall apply to the assignment, delivery, transfer or decommissioning of Energy Attribute Certificates ("EAC") by the BMW Group.
- 1.2 The company within the BMW Group which actually places the order shall, hereinafter, be known as "BMW." The other party to the contract shall hereinafter be known as the "Contractor."
- 1.3 The present STC shall supplement the "General Terms and Conditions for Indirect Purchasing" ("GTC"), as from time to time amended. The GTC shall apply, including its definitions, unless these STC otherwise provide for a separate rule or specify a different rule in derogation from the GTC.
- 1.4 In the event of any conflict between the GTC and these STC, these STC shall take precedence over the GTC.

2. Additional Obligations

In addition to Clause 3 of the GTC, the following applies:

- 2.1 The Contractor shall take the following measures without additional compensation:
 - a) The Contractor shall decommission the required EAC at the contractually agreed delivery date according to BMW's specifications or otherwise to transfer it to BMW or a third party specified by BMW.
 - b) The Contractor shall, without request, confirm the decommissioning or transfer of the EAC in writing to BMW within 5 working days after the decommissioning or transfer in accordance with Clause 2.1 of these STC and shall provide BMW with corresponding proof.
- 2.2 The Contractor guarantees to BMW that
 - a) he has realistic access options to the contractually agreed number of EACs,

- b) he is entitled to sell the EAC and the EAC are free from seizures and third-party rights,
- c) the EAC are issued for the contractually agreed delivery year and the contractually agreed delivery place in accordance with the other BMW requirements,
- d) the EAC and its decommissioning or transfer comply with the quality requirements specified by BMW in the specification and
- e) the EAC are used exclusively for BMW and there is no double counting.

3. Liability in case of delivery interruption

- 3.1 If the Contractor's delivery interruption is based on non-contractual delivery of the EAC and the Contractor is not liable for this, the Contractor shall assign any claims (e.g. against the party causing the damage) resulting from or in connection with such supply interruption to BMW.
- 3.2 In fulfilment of the obligation in accordance with Clause 3.1 of these STC, the Contractor hereby assigns all existing, future and conditional claims to BMW which he is or may be entitled to resulting from or in connection with an interruption of the EAC delivery under this contract against third parties (in particular the party responsible for the damage). BMW hereby accepts the assignment. If the Contractor settles BMW's damage or there is no obligation to assign in accordance with Clause 3.1 of these STC, BMW will transfer any claims back to the Contractor.
- 3.3 The Contractor shall use best efforts to support BMW in enforcing the assigned claims.

4. Transaction costs

The Contractor shall bear all costs incurred for the decommissioning or transfer of the EAC. This also applies to all other transaction costs incurred by the Contractor in connection with the EAC delivery.

5. Price changes

During the term of the contract, changes in the performance and labor price, are only permitted with the

prior written consent of BMW, unless they are indexed.

6. Information obligations of the Contractor

- 6.1 The Contractor shall inform BMW immediately in writing about any interruptions in connection with the EAC delivery, in the event of a delay in delivery, in the event of changes in the quality of origin or in the event of validation and accounting difficulties.
- 6.2 BMW can commission an expert to verify compliance with the contractually agreed EAC quality criteria. The Contractor shall provide BMW with all necessary documents and evidence free of charge and within 5 working days of a corresponding request from BMW.

7. Advance payments and security deposits

The Contractor is not entitled to demand advance payments or the provision of securities.