

Special Terms and Conditions for Manufacturing, Supplying, Installing and Fitting Production Equipment (version 07/2024)

**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 Elements of Contract

- 1.1 The Special Terms and Conditions ("STC") set forth below shall apply to the contracting for manufacturing, supplying, installing and fitting production equipment 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 Duties

- 2.1 In addition to the measures specified in section 3.12 of the GTC, the Contractor shall undertake the following without additional compensation:
 - procurement of all required devices, auxiliary materials and equipment free to the site of use,
 - cleaning of construction site and restoration of the construction site to the original assembly states,
 - removal of waste arising the execution of the contract,
 - adequate lighting at the worksite,
 - securing of working areas in respect of accidents, damage, theft and the like.
- 2.2 The Contractor hereby warrants that supply of spare parts for machines and equipment shall be assured for a period of ten years from the date of formal acceptance.
- 2.3 Where actions are to be performed on BMW's premises, BMW shall, upon request of the Contractor, provide the following services free of charge in support of the Contractor's performance of the order:

- electricity, where such is not being used for purposes of heating,
- water and compressed air, to the extent this is operationally possible,
- foundation, masonry and lifting working (excluding anchorages), roof work, provision of primary power up to the electrical cabinet,
- water drainage from a central point.

- 2.4 If the Contractor creates or modifies software as part of its contractual performance, then by way of supplementation to section 3.14 of the GTC, the following shall apply:

The Contractor shall, upon request of BMW, enter into a separate escrow agreement for deposit of the software in escrow and the deposit of associated source codes and documentation within the meaning of section 3.14 of the GTC with such escrow agent as BMW shall designate. BMW shall be entitled to designate the escrow agent in its reasonable discretion. The Contractor is entitled to object to its designation of an escrow agent for good cause if the escrow agent designated by BMW is unsuitable. Unless otherwise agreed, BMW shall bear the costs of the escrow agent. The Contractor shall in all further and other respects bear its own costs arising as a result of the escrow.

- 2.5 Where, prior to conclusion of the services owing under the Contract, the Contract is terminated, the Contractor shall furnish BMW and any successor designated by BMW (hereinafter referred to in the aggregate as the "Successor") with all reasonable support in order to facilitate orderly and seamless transition of the performance of the services to the Successor ("Termination Support"). The agreed compensation shall constitute full and final compensation for the costs of Termination Support.

The Contractor shall, as a part of the Termination Support, actively support the provision of all information to the Successor and shall make available to the Successor all information which the Successor may reasonably request. This shall, in particular, include:

- a) Active support in respect of Know-How transfers from the Contractor to the Successor.
- b) Provision of all relevant documents, information, documentation etc required for contin-

using the performance of the services (in the cases of electronic data, in the form requested by the Successor).

- c) Support by employees deployed by the Contractor for performance of the services.

- 2.6 In addition to clause 3.11 GTC, the Contractor undertakes to comply with the requirements of the BMW Group Standard "Occupational safety" (GS 99001), even if he does not use areas on a BMW property assigned to the Contractor or on areas rented by BMW for the provision of services.

3. Transfer of Title to Production Equipment

Where the transfer of title to production equipment has been agreed with the Contractor, as a prerequisite to a down-payment, the Contractor shall (depending on the agreement in the purchase order) document its intentions and its entitlement to a transfer of title prior to or respectively at the time of delivery, by executing the corresponding transfer agreement, which may be downloaded from the path <https://b2b.bmw.com> > Login > Departments > Purchasing > Purchasing - indirect material > Transfer of Title Agreements or will be sent to the Contractor upon request, and the Contractor shall forward the executed documents together with the invoice via the agreed means of transfer (eInvoicing or post) to BMW's Audit Unit.

4. Documentation in Respect of Formal Acceptance

Section 5.1, sentence 2 of the GTCs are more precisely specified as follows:

At the time of Formal Acceptance, the documents listed in section 6.8 of the BMW Group Standard GS 99002 "Operating resources specification Documentation" must be handed over. The Operating resources specification Documentation may be downloaded from the following path: <https://b2b.bmw.com> > Login > Applications > TERENext > Operating resources specification Documentation (version 03/2023); or will be sent to the Contractor upon request.

5. IT Production End Device

- 5.1 Where the production equipment contains IT components which are temporarily or permanently linked to the BMW Group's production network ("IT Production End Devices"), the requirements in respect thereof shall be governed by the BMW Group Standards GS 99005-1 "IT Security Production; IT Security Production End Devices", GS 99005-2 "IT Security Production; Network Security" and GS 99005-3 "IT Security Production; IT Security Robots" and GS-99005-4 "IT-Security Production; Vulnerability Management for IT Production End Devices" as specified in BMW's Tender Documents.

These are available under the following path: B2B-Portal > Login > Applications > TERENext. In particular, in respect of IT Production End Devices, the following provisions shall apply:

- 5.2 The IT Production End Devices must generally be fitted with the most recent version of the respective operating system at the time of delivery. Where this is not possible or unreasonable, the Contractor shall promptly inform BMW and shall agree to an upgrade arrangement to update the operating systems.
- 5.3 The Contractor hereby warrants to BMW that the IT Production End Devices do not contain any configuration settings or software (e.g. applications, services, local accounts and system components) which BMW has not requested or the Contractor has not explicitly offered, and BMW has not accepted in writing in the individual case (**Undesired Content**).
- 5.4 Relating to the ready for use handover reference is made to the requirements to the Vulnerability Management of GS 99005-1 "IT-Security Production; IT-Security of Production End Devices".

All Undesired Content must be removed or deactivated no later than when the IT Production End Devices are connected to the BMW Group's production network.

6. Confidentiality

By way of supplementation to Clause 17 of the GTC, the following shall apply:

The information transmitted by BMW as part of the nomination of directed-buy components (i.e. instruction to obtain a preliminary product intended for delivery to BMW from a subcontractor selected by BMW at a specific price) must be treated confidentially by the Contractor — including within its organization — and used exclusively for the delivery of BMW for the purpose of supplying BMW.