

GENERAL TERMS AND CONDITIONS GOVERNING PRODUCT PURCHASES

1.- SCOPE OF APPLICATION

- 1.1. The following general terms and conditions (hereinafter, the "General Terms and Conditions") apply to product purchase agreements signed between the Supplier (hereinafter, the "Supplier") and ALPHABET ESPAÑA FLEET MANAGEMENT, S.A.U., or any company belonging to its parent's group having registered offices within Spain (hereinafter, "ALPHABET"). The Supplier and ALPHABET shall hereinafter be referred to jointly as the "Parties".
- 1.2. The purchase of products between ALPHABET and the Supplier shall be governed by the special terms and conditions agreed upon in writing between the Parties in the corresponding purchase order, along with any modifications and/or extensions thereto (hereinafter, the "Special Terms and Conditions"), and, secondarily, by these General Terms and Conditions, which must always be interpreted in accordance with the provisions of the Special Terms and Conditions. In the event of inconsistency between the General Terms and Conditions and the Special Terms and Conditions, the latter shall take precedence over the former.
- 1.3. Purchasing terms and conditions of the Supplier are expressly excluded upon acceptance of these General Terms and Conditions, and shall accordingly have no bearing on the contractual relationship between the Supplier and ALPHABET.
- 1.4. ALPHABET reserves the right to modify the General Terms and Conditions and undertakes to ensure that the Supplier has a fully up-to-date and current version of such terms at all times. The Parties agree that the modified General Terms and Conditions furnished by ALPHABET shall be deemed expressly and voluntarily accepted by the Supplier without reservation if the Supplier does not express its refusal to accept the modified General Terms and Conditions in writing within the term of 30 days from the date on which it receives them from ALPHABET. Following acceptance, the new General Terms and Conditions resulting from the modification in question shall be deemed fully applicable to the contractual relationship between the Supplier and ALPHABET.

In the event that the Supplier expresses its opposition or refusal to accept the General Terms and Conditions resulting from the modifications, ALPHABET shall be entitled to withdraw from the contractual relationship between the Parties, which shall terminate with full legal effect, without ALPHABET incurring any obligation or liability vis-à-vis the Supplier in relation to said termination.
- 1.5. In cases of electronic or telematic purchasing, the Parties agree that ALPHABET shall be under no obligation to furnish the information envisaged under Articles 27 and 28 of the Spanish Information Society Services and Electronic Commerce Law 34/2002 (Ley 34/2002), of 11 July.

2.- ORDER

- 2.1. The order shall be completed in writing by ALPHABET and accepted by the Supplier in writing within the term of 10 business days following the date of the order. Otherwise, the order shall be deemed rejected.
- 2.2. Under no circumstances shall any initial or trial examination or request for samples by ALPHABET be deemed to constitute an order, nor shall it impose any obligation on ALPHABET to subsequently

purchase the goods, with ALPHABET remaining fully entitled to issue, or not to issue, the corresponding order.

- 2.3.** Barring any express and written indication to the contrary, the contract or order to which these General Terms and Conditions apply shall not be exclusive in nature. Accordingly, ALPHABET is entitled to request and obtain identical or similar products to those envisaged in the corresponding order from other suppliers competing with the Supplier.

3.- MODIFICATIONS AND EXTENSIONS TO THE ORDER

- 3.1.** ALPHABET may request modifications and/or additions to the order at any time in writing prior to its acceptance by the Supplier. After such modifications and/or additions have been made, the term for acceptance stipulated in section 2.1 above shall begin on the date of this new request.

In similar fashion, ALPHABET shall be entitled to cancel an order at any time prior to effective receipt by ALPHABET of the written acceptance thereof by the Supplier, without ALPHABET incurring any liability or committing any breach by reason of such cancellation.

- 3.2.** The Supplier undertakes to suggest to ALPHABET immediately any modification it deems necessary or appropriate in order to ensure satisfactory performance and completion of the order. Such modifications shall apply to the order insofar as they are previously accepted by ALPHABET in writing. Following such acceptance, the Supplier shall be bound to apply them. Notwithstanding the above, ALPHABET shall be under no obligation to accept the modifications proposed by the Supplier, and may always withdraw from the order if it cannot be performed satisfactorily without applying such modifications.
- 3.3.** Barring an agreement to the contrary between the Parties, the General Terms and Conditions and the Special Terms and Conditions for each order shall apply to any possible modifications thereto, and likewise to any additional orders that may be placed as a result of the initial order.

4.- DOCUMENTS AND MATERIALS

- 4.1.** ALPHABET shall furnish the Supplier with all documents and information it deems necessary for the purpose of executing the order.
- 4.2.** ALPHABET shall furnish the Supplier with any materials it deems necessary (such as dyes, instructions, dye palettes, standards, samples, tools or sketches) in order for the latter to execute the order, but shall be under no obligation whatsoever to provide any information deemed confidential or commercially sensitive.
- 4.3.** The Supplier must immediately return to ALPHABET the documents and information envisaged in section 4.1 above, along with the materials discussed in section 4.2, within a period of 48 hours following a simple request to such effect from ALPHABET, and without fail within a maximum period of 48 hours from execution of the order.
- 4.3.** Any rights attaching to or arising from any material, document or information envisaged under sections 4.1 and 4.2 above shall remain the exclusive property of ALPHABET. ALPHABET only authorises the Supplier to use such materials, documents and information insofar as such use is

strictly necessary to enable the latter to execute the corresponding order. Therefore, the Supplier may not use such items for other purposes, or allow them to be used in any way by third parties, without the prior written consent of ALPHABET. Likewise, the Supplier undertakes to treat such materials, documents and information in strict accordance with the rules on confidentiality contained within section 15 below.

5.- TRANSPORT, ASSEMBLY AND INSTALLATION

- 5.1.** The Supplier shall pay for and meet all expenses and costs relating to transport, insurance, risk of loss or damage, loading and unloading, assembly and installation, along with any other expenses or costs applicable to the products requested in each order, up until such time as the products in question are delivered to and accepted by ALPHABET without reservation.
- 5.2.** When the order includes a request for the assembly and installation of the products at the location indicated by ALPHABET, the delivery shall include such assembly and installation, which shall be considered an integral and inseparable part of the delivery process.
- 5.3.** Without prejudice to the provisions of section 12 below, any risks of damage to the products or loss thereof shall be assumed by ALPHABET once they are delivered at its premises and accepted without reservation.

6.- DELIVERY

- 6.1.** The Supplier is responsible for meeting in due time the delivery dates agreed upon in the order.
- 6.2.** Delivery of the products stipulated in the order shall require the express and unqualified approval and acceptance thereof by ALPHABET. If it proves necessary to test the delivered products, acceptance by ALPHABET shall only take place once the tests in question have been satisfactorily conducted.
- 6.3.** The Supplier undertakes to notify ALPHABET immediately of any circumstance that could give rise to, or has given rise to, any delay in delivering the products stipulated in the order, even when the underlying cause is not attributable to the Supplier.
- 6.4.** ALPHABET shall be entitled to seek compensation from the Supplier for any damage or loss it may suffer as a result of the delay, without prejudice to any other specific contractual penalties that may have been agreed upon between the Parties to cover such an eventuality.
- 6.5.** Barring an express agreement to the contrary, or express indication by ALPHABET in the corresponding order, deliveries of pieces or partial deliveries are not permitted.

7.- DOCUMENTATION

- 7.1.** At the time the products stipulated in the order are delivered, the Supplier shall furnish ALPHABET with full documentation detailing the specifications, characteristics and composition of the delivered products in accordance with applicable law, together with any user manuals or any other documentation relating to, or required to use such products.

8.- PRICE, INVOICING AND METHOD OF PAYMENT

- 8.1. Once the delivery has been accepted without qualification, ALPHABET must pay the Supplier the price agreed upon in the order 30 days from the date of the corresponding invoice and following delivery of such invoice as issued in accordance with applicable law.

For the purposes of calculating the corresponding maturity dates for each payment, deliveries ahead of schedule shall not be taken into account. Instead, the product delivery date specified in the corresponding order shall be used for the calculation.

- 8.2. Invoices issued by the Supplier must include the ALPHABET order number and supplier number designated internally by ALPHABET, which shall be sent to the Supplier. Invoices shall be addressed and sent to the BMW Group company that placed the order and to the address indicated in said order, or, in the absence of such information, to the following address:

Avenida de Burgos, nº 118

28050 Madrid (Spain)

NIF A91001438

- 8.3. Payment shall be made by bank transfer provided that the Supplier is registered in the "Supplier Virtual Office".
- 8.4. The prices indicated in the corresponding purchase order include all concepts and amounts that ALPHABET must pay to the Supplier as consideration for the contracted service. Under no circumstances, whether foreseen or unforeseen, may the Supplier increase the agreed price or include new complementary and/or accessory concepts. No subsequent changes may be made to the agreed price, unless such change is introduced by express agreement between the Parties into the Special Terms and Conditions of the Agreement or into another written document, which, where applicable, shall be attached to the contract and signed by both Parties.
- 8.5. As regards items not expressly envisaged in the order or in the Special Terms and Conditions, the Supplier must send ALPHABET a prior estimate containing sufficient details of all expense items that it may charge to ALPHABET when invoicing the services in question.
- 8.6. ALPHABET shall be under no obligation to pay the Supplier any amount for any concepts or items that are not duly detailed in the order, in the Special Terms and Conditions, or, where applicable, any that were not previously approved in the manner stated above.
- 8.7. If deemed necessary on the basis of the service to be rendered, each new estimate shall include the corresponding guidelines on the procedures to be followed, as well as the corresponding milestones to be used as the performance indicators described in sections 2 and 3 above.

9.- SUBCONTRACTING, TRANSFER AND NETTING

- 9.1. The Supplier may only subcontract or fully or partially transfer the rights and obligations arising from the product purchase agreements signed with ALPHABET to third parties if it obtains the prior and written consent of ALPHABET, which may refuse to grant its consent if it so wishes for any reason. The consent of ALPHABET shall not discharge the Supplier from its liability vis-à-vis ALPHABET for full compliance with and performance of the corresponding order in accordance with the provisions of these General Terms and Conditions.

- 9.2.** Any amounts payable or receivable stemming from the contractual relations in effect between any of the companies belonging to the business groups of the Supplier and ALPHABET may be netted, provided that the requirements of Article 1196 of the Spanish Civil Code (Código Civil) are duly met.
- 9.3.** For such purpose, the corresponding credits and debits between the companies of the business group of the Supplier and/or the companies of the BMW Group shall be deemed effected and approved.

10.- COMPENSATION

- 10.1.** The Supplier warrants that the products to be delivered by virtue of the contractual relationship with ALPHABET shall not violate the rights of third parties, and likewise warrants the right of ALPHABET to quiet enjoyment thereof.
- 10.2.** The Supplier shall discharge ALPHABET from all liability in relation to any claims arising directly or indirectly from breach of the obligations assumed by the Supplier within the framework of its contractual relationship with ALPHABET. Accordingly, the Supplier expressly accepts and undertakes to pay any such amounts relating to penalties, fines, compensation, damages, interest and/or losses (including the fees of lawyers and legal costs) as may be charged to or levied of ALPHABET as a product of such claims, or which directly or indirectly result from such claims. The indemnities and compensation described in this section may be claimed from the Supplier even when the contractual relationship between the Parties has terminated for any reason, and likewise in the event of subcontracting or transfer accepted by ALPHABET in accordance with the provisions of section 9 above.

11.- QUALITY. CONTROL AUDITS

- 11.1.** The Supplier warrants to ALPHABET that the products supplied comply with prevailing law in effect at all times and meet the highest standards of quality, such quality being an essential and material part of the order placed by ALPHABET and, therefore, of the intention and wishes of ALPHABET.
- 11.2.** ALPHABET reserves the right to carry out any control or audits it deems appropriate at any time in order to verify:
- a) the quality of the products delivered by the Supplier;
 - b) the procedures followed by the Supplier in supplying the products;
 - c) compliance by the Supplier of the obligations and responsibilities assumed vis-à-vis ALPHABET in supplying the contracted products.

The Supplier accepts that ALPHABET is entitled to carry out the aforementioned control audits with a view to verifying the quality of the supplied products and the management procedures followed. For such purposes, the Supplier shall allow ALPHABET access to its premises and to any information or documents related to the commissioned and supplied products as may be required in order to effect such controls and/or audits.

12.- WARRANTIES

- 12.1.** The Supplier guarantees the non-existence of faults or defects in the supplied products over the term of 24 months from the date of delivery and unqualified acceptance of the products.
- 12.2.** The life of the guarantee shall be suspended upon written notice by ALPHABET to the Supplier notifying the latter of the existence of a fault or defect.
- 12.3.** ALPHABET shall be entitled to demand the Supplier to remedy any fault or defect, or to replace the affected products for other new products, with the Supplier being obliged to carry out such repair or replacement, as appropriate. In such cases, the term of the guarantee described in the preceding section shall begin again once ALPHABET has granted its express acceptance of the new or repaired product.
- 12.4.** All costs and expenses arising from repairing such defects, including the costs of disassembling the defective product, return costs and all other expenses associated with the new product up until delivery thereof, shall be met by the Supplier, which must reimburse ALPHABET for any costs or expenses it may have incurred on account of the defective product.
- 12.5.** The Supplier undertakes to compensate ALPHABET and hold it harmless in relation to any third-party claim arising from breach of the requirements and specifications prescribed by applicable law and pertaining to the ordered products, or from their defective manufacture and functioning.

13.- INSURANCE

- 13.1.** The Supplier shall take out and maintain, at its entire expense, an insurance policy for a sufficient amount to cover any personal or material damage that ALPHABET may suffer directly or indirectly from execution of the order. Following a request to such effect, the Supplier shall furnish ALPHABET with sufficient evidence proving it has indeed covered such risks and that it has paid and is continuing to pay the premiums and any other costs or expenses required for the ongoing validity and enforceability of such policies.
- 13.2.** The concession of the insurance policies and the amounts insured therein shall not limit the liability of the Supplier vis-à-vis ALPHABET.

14.- CANCELLATION

- 14.1.** In the event that ALPHABET partially or fully cancels an order at any time between the date of acceptance and delivery of the products, and provided that there has been no breach by the Supplier, the latter shall not be entitled to demand that ALPHABET honours the order, with the liability of ALPHABET being limited to any duly substantiated damage or loss as may be effectively and directly caused to the Supplier as a result of such cancellation. Under no circumstances, barring willful breach, shall the liability of ALPHABET exceed the price of the cancelled order.

15.- CONFIDENTIALITY

- 15.1.** "Confidential Information" encompasses all information which, on occasion of (i) the signing of the General Terms and Conditions and/or (ii) the placement of an order, ALPHABET furnishes to the

Supplier, including any information the latter may receive or to which it may become privy, or any information it may develop, insofar as such information relates to the business or activities of ALPHABET. This includes, but is not limited to, technical and commercial information, knowledge, figures, know-how, processes, client lists, pricing methods, plans, and inventions and ideas in any format and contained on any media, irrespective in all cases of whether ownership of such information has been filed in the name of ALPHABET with any public registry, and regardless of whether the possible rights arising from such information have been protected in any other way.

The Confidential Information does not extend to any information which, at the time it is created, furnished or developed, already falls within the public realm or subsequently becomes public without this involving any breach by the Supplier.

- 15.2.** The Supplier undertakes to ensure that all Confidential Information: (i) is kept in the strictest confidentiality by the Supplier, its employees, and any other third party which may be involved in the corresponding order following the consent of ALPHABET; (ii) is employed for the sole purposes envisaged in the corresponding order; (iii) is provided to its employees or to any other third parties to the extent strictly necessary for performance of the corresponding order; (iv) is not communicated, disclosed, disseminated or furnished in any way by the Supplier to third parties unless ALPHABET grants its prior written consent thereto; and (v) is returned (or destroyed should ALPHABET so indicate) upon completion of the order or at any other time that ALPHABET may indicate, including prior to execution of the order.
- 15.3.** The Supplier undertakes to ensure that its employees and, where applicable, any third parties subcontracted or otherwise involved in the execution of the order, honour the provisions of this section 15, with the Supplier remaining directly liable vis-à-vis ALPHABET for any breach by such parties of these obligations.
- 15.4.** The preceding obligations shall remain in effect even when the order is cancelled or when the contractual relationship between the Supplier and ALPHABET terminates for any reason.
- 15.5.** The Supplier shall require the prior written consent of ALPHABET in order to make any kind of public announcement or communication regarding its commercial dealings with ALPHABET, including advertising or publicity-related actions.
- 15.6.** If, due to the order, the Supplier is required to employ any kind of distinctive marks (including, but not limited to, word marks, pictorial marks and composite marks), the Supplier undertakes to use such marks for the sole purpose envisaged in the order and in accordance with any limitations that ALPHABET may impose, while respecting any external image guidelines or rules that ALPHABET may likewise indicate. Under no circumstances shall any authorisation to use such marks entail, or be construed as, a transfer to the Supplier of any other intellectual or industrial property rights held by ALPHABET or the BMW Group. Likewise, the Supplier acknowledges and accepts that the prior and written consent of ALPHABET must be sought and obtained in order to make any possible use of the distinctive marks belonging to ALPHABET or its group, and that ALPHABET may require changes to the way in which such use is granted.

16.- APPLICABLE LAW AND JURISDICTION

- 16.1.** The contractual relationship between the Parties shall be governed by the Laws of Spain. These General Terms and Conditions expressly exclude the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

- 16.2.** The Supplier and ALPHABET agree to submit any disputes arising from the interpretation or application of this contractual relationship to the exclusive jurisdiction of the courts of the City of Madrid, hereby waiving any other jurisdiction to which they may be entitled.

17. PROCESSING OF SUPPLIERS PERSONAL DATA

- 17.1.** Alphabet España Fleet Management, S.A.U. with Tax ID number A91001438 and address at Avda. de Burgos, 118, 28050 Madrid. (hereinafter referred to as "Alphabet") informs the Provider that their personal data will be processed by Alphabet, at the time of prior analysis and contracting of the Provider in the pre-contractual phase as a service provider, for the following purposes:

- Management of the pre-contractual relationship for the contracting of the Provider as a service provider to Alphabet, processing based on the execution of pre-contractual measures.
- The Supplier's information may be used in this pre-contractual phase to carry out the Supplier's credit and risk analysis, using risk analysis tools for this purpose because of Alphabet's legitimate interest in the execution of the contract.

With respect to such a credit analysis, Alphabet needs to perform such processing to determine the risk in contracting its suppliers. This processing is carried out in consultation with its own and third party databases so that the Provider's financial capacity can be verified. To carry out this processing, Alphabet's interest in reducing contracting risk has been weighted against the Provider's expectation of privacy. To guarantee such processing, additional measures have been taken to reinforce information about this processing to the user, as well as techniques minimizing the processing of data for this purpose using only those strictly necessary (purely identifying data such as name and surname).

You may object to these analyses by communicating it through the contact address of the Data Protection Officer.

- Similarly, if necessary before Alphabet enters in a contractual relationship with a Provider or if you are chosen as a Supplier for Alphabet, your personal data will be checked against sanctioned lists (published by the United Nations, the European Union or the United States of America). In this regard, this check will be carried out on tools under the strictest safety standards and will always be reviewed by an expert specially trained to verify such information. Similarly, this information will not be used for any additional purpose. This analysis will be done against public lists that Alphabet accesses as an entity interested in the prevention of fraud, money laundering and terrorist financing and respecting commercial/financial sanctions.

With regard to the checks carried out against the sanctioned and terrorist lists, Alphabet use as legal basis for such data processing the legitimate interest based on compliance with the relevant regulations. These regulations require Alphabet (as part of the BMW Group) to check the Suppliers with which it enters in a contractual relationship. These checks are carried out to verify that persons included in European, United Nations or United States lists of sanctioned persons or terrorists are not contracted. In order to carry out this processing, Alphabet's interest in complying with these regulations has been weighed against the Provider's expectation of privacy. To guarantee such processing, additional measures have been adopted strengthening transparency for the user, as well as techniques minimizing the processing of data for this purpose and guaranteeing its security.

Likewise, the lists used to carry out the verification are public and regulated (at European level, within United Nations or in the United States).

You may object to these analyses by communicating it through the contact address of the Data Protection Officer.

Alphabet has obtained the personal data that will be processed from one of the following sources:

- Provided voluntarily at the time of formalization of this contractual relationship. These data will be supplemented with those obtained throughout the duration of the contract with those generated as a result of its execution.
- Obtained through your information in financial solvency and credit files.
- Obtained through official public lists of sanctioned persons of different kinds.

If you provide us with information about other people, you must obtain their consent. If you provide us with other people's data, you are confirming that you have their permission and that they have understood how that information will be used.

Alphabet will process the following categories of your data:

- Identification:
 - Contact Data that helps identify contact with the Provider, such as name and surname, ID, email, address and telephone number.
 - Contractual Data that identify the Supplier.
 - Information about your account such as bank details.
- Socio-demographic:
 - Biological data to describe the Provider, such as age.
 - Socio-cultural data that allow describing the socio-cultural environment of the Provider, such as the place of birth.
- Behavior:
 - Financial Data that helps establish the financial situation of Suppliers, such as risk ratings, credit ratings, or payment history.
- Personality:
 - Sanctions data available on official public lists.

Alphabet may transfer the Provider's personal data to the following entities:

- To companies of the BMW Group, to develop centralized management activities.
- To any other entity in the financial sector, such assignment being considered necessary for the performance of the contract under this clause.
- To asset solvency and credit files, in order to have your data processed for risk analysis, monitoring and recovery, in order to provide entities that voluntarily decide to join the service. This transfer is enabled by current data protection regulations in relation to credit information systems.

- To Public Administrations for compliance with legal obligations.

The data will be kept for the duration of the relationship between Alphabet and the Provider and for the time necessary to respond to possible liabilities arising from it (for 5 years) or, in the case of processing based on consent, until it is withdrawn.

If you want to contact the Data Protection Officer, you can contact them through the following email address: dpd@alphabet.es

In the same way, you can request access to your personal data, their rectification, deletion, portability, opposition and the limitation of their processing through the contact address of the Data Protection Officer, as well as the withdrawal of consent, without prejudice to the lawfulness of the processing carried out previously.

If you believe that your rights have been violated by Alphabet, you can file a complaint with the Spanish Data Protection Agency on the website www.aepd.es or at the address C/ Jorge Juan 6, 28001 - Madrid.

If, exceptionally, the Provider has access to any personal data owned by Alphabet, in compliance with its obligations relating to the provision of its services, the Parties hereby undertake to comply with current data protection regulations by signing the corresponding Data Processing Agreement in accordance with Article 28 of the GDPR.

18.- MISCELLANEOUS

- 18.1.** Where applicable, the Supplier shall label and package the products stipulated in the order pursuant to the requirements prescribed by Spanish Law and in accordance with the instructions received from ALPHABET.
- 18.2.** In the event that any of the General or Special Terms and Conditions agreed upon between the Parties is held null or void, such a finding shall not affect the continuing validity or enforceability of the remaining terms and conditions. The Parties must replace, in good faith and within acceptable limits, the condition held null or void for another that has or leads to an identical technical or economic result as the original condition, without this change leading to any substantial or material change to the remaining conditions governing the contractual relationship between the Parties.
- 18.3.** Barring any express indication to the contrary in an agreement to such effect or in these General Terms and Conditions, all notifications and communications between the Parties shall be made by facsimile, registered fax, letter or telegram providing acknowledgement of receipt, or by any other written means that provides proof of receipt by the recipient, and sent to the addresses set forth in the corresponding purchase order. Any change or modification to the stated address must be notified in writing via any of the aforementioned channels to the other party, which shall be released from all liability until such time as the notification is effected.