

## Special Terms and Conditions for the provision of logistics services (version 06/2026)

**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 Definitions

By way of supplementation to Clause 1 of the GTC, the following shall apply:

- 1.1 The Special Terms and Conditions ("**STC**") set forth below shall apply to the assignment for the provision of logistics services 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 Logistics services within the meaning of this STC shall mean all services related to the management of an area, such as a logistics center, a warehouse area or an area for production supply. Regardless of whether the storage takes place in a warehouse owned by the Contractor or in a warehouse provided by BMW, the Contractor is obliged in particular to store and safeguard the goods. This constitutes a warehousing contract within the meaning of Section 467 of the German Commercial Code ("**HGB**"). The Service Specification may also oblige the Contractor to carry out additional logistics services, such as sequencing or packaging.
- 1.5 "**Goods**" in the meaning of this STC refers to items to be stored, including any transport containers, pallets or other (reusable or disposable) packaging.

### 2. Integral parts of the contract and contract conclusion

By way of derogation from Clauses 2.1 and 2.3 of the GTC, the following shall apply:

- 2.1 A framework agreement shall be concluded by a final quotation from the Contractor according to the negotiation protocol and the corresponding acceptance by a written Frame Contract Purchase Order by BMW ("**Framework Agreement**").

In the Framework Agreement, the Contractor undertakes to render contractual performance at the conditions specified in the Framework Agreement, if BMW issues a Call-Off Purchase Order ("Contract based on a Call-Off Purchase Order"). A Call-Off Purchase Order refers to the Framework Agreement.

A Call-Off Purchase Order may be placed by BMW as well as by BMW AG Affiliated Companies, whereby the respective Call-Off shall establish rights and obligations arising from this contract and the respective Call-Off only between the Parties to the Call-Off.

- 2.2 An Individual Contract shall be concluded by a final quotation from the Contractor according to the negotiation protocol and the corresponding acceptance by a written Individual Purchase Order by BMW ("**Individual Contract**").
- 2.3 The Frame Contract Purchase Order, Call-Off Purchase Order and Individual Purchase Order are hereafter referred as "**BMW Purchase Order**". A Framework Contract, a contract based on a Call-Off Purchase Order and an Individual Contract are hereafter referred as "**Contract**".
- 2.4 The individual services to be provided by the Contractor and their execution are regulated in the Service Specification and other annexes, which form an integral part of the contract.
- 2.5 If and to the extent the negotiation protocol does not contain any provision for the event of a conflict between the integral parts of the contract, the following order shall apply:
  - a) BMW Purchase Order,
  - b) final quotation from the Contractor according to the negotiation protocol,
  - c) these STC,
  - d) GTC,
  - e) Service Specification,
  - f) Price sheet/Rate sheet,
  - g) further appendices including all referenced annexes and documents.

### 3. Contractual performance

By way of supplementation to Clause 3 of the GTC, the following shall apply:

3.1 The Contractor is obliged to unload and store the goods from the incoming means of transport. Further obligations following the storage are set out in the Service Specification.

3.2 In the event of onward transportation by a carrier or a freight forwarder following storage, the Contractor shall assume the consignor's obligations according to Sections 408, 410, 411, 412, 413 HGB. In particular, according to Section 412 (1) sentence 1 HGB, the Contractor is obliged, as the consignor, to load, stow and secure the goods for transportation in a safe manner.

3.3 Inspection of loading units and inspection for externally visible damage

The Contractor shall check the goods before unloading for compliance with the details in the associated transport documents regarding the number and type of loading units. Additionally, the Contractor shall check the goods for externally visible damages before unloading. If it is not possible to check for externally visible damage before unloading, the Contractor shall check the goods for externally visible damage during unloading.

If the Contractor identifies deviations from the associated transport documents or externally visible damages, the Contractor shall notify the carrier or freight forwarder without undue delay and inform BMW without undue delay of this.

If he does not comply with this notification or information obligation, it shall be presumed that upon the receipt of the goods by the Contractor, the goods were handed over according to the details in the associated transport documents regarding the number and type of loading units and without externally visible damages.

The Contractor is obliged to compensate BMW for damages resulting from the failure to notify or inform BMW. This shall not apply if the Contractor is not responsible for the omitted notification or information.

3.4 Takeover/Handover Documentation

BMW shall oblige carriers or freight forwarders to provide their preliminary work according to the contract in order to enable trouble-free work processes at the Contractor.

The Contractor must ensure careful written handover and takeover documentation as a prudent

merchant (Section 347 (1) HGB), in particular during takeover/handover the goods to/from carriers or freight forwarders.

3.5 By way of supplementation to Clause 3.8 sentence 1 of the GTC, the Contractor must ensure that its employees and other third parties engaged by it comply with the relevant safety informations, in particular the requirements of the BMW Group Standard "Safety information for external companies" (GS 99004), during a stay on BMW factory premises. These are available under the path B2B Portal > Login > Applications > TEREKNEXT.

3.6 If the Contractor is obliged to do so in the Service Specification, he must assign qualified personnel for training purposes for a period specified by BMW before the start of the term of contract, ensuring that the contractually agreed tasks and services can be fulfilled according to the BMW requirements at the start of the contract period.

3.7 Compliance with statutory regulations

The Contractor shall ensure compliance with legal provisions, official orders, approval or notification requirements, as well as other regulations relevant to its activities when providing the services agreed upon in this warehousing contract and fulfill the resulting obligations at its own expense.

3.8 Business equipment

The Contractor shall provide, at its own expense, the business equipment and hardware, including accessories, required to provide the services, unless otherwise or separately specified in the Service Specification.

### 4. Changes and additions

By way of supplementation to Clause 4 of the GTC, the following shall apply:

4.1. The logistics industry is in a constant process of change. With the progression of digitalization and automation, logistical processes and structures are changing at an increasing pace. During the term of the contract, the Contractor undertakes to adapt its logistical processes to changed BMW processes within reasonable limits.

4.2. Furthermore, the Contractor undertakes to continuously review the implementation of innovations regarding its own processes, to assess the financial impact and to coordinate the further procedure with BMW.

**5. Remuneration, invoicing and payment**

By way of supplementation to Clause 9 of the GTC, the following shall apply:

- 5.1. The Contractor shall receive the remuneration set out in the remuneration sheet/rate sheet for providing the services specified in the Service Specification.
- 5.2. If BMW orders in writing services other than those specified in the Service Specification, particularly those services that are required for the provision of services due to extraordinary events or circumstances that were not foreseeable at the time of the contract conclusion, e.g. model changes, quality issues, recalls, extraordinary weather effects, force majeure, ("**Special Services**"), these Special Services will be billed according to the remuneration agreed for hourly rates in the remuneration sheet/rate sheet.
- 5.3. By way of supplementation to Clause 9.7 of the GTC, payment for services provided according to the contract shall be made within 30 days after acceptance with confirmation of performance and receipt of a proper, auditable invoice which corresponds to the requirements of BMW in accordance with Clause 9.5 of the GTC.

**6. Insurance**

By way of derogation from Clause 18 of the GTC, the following shall apply:

Clauses 18.1 sentence 2 and 18.2 of the GTC shall not apply.

**7. Inventory Responsibility**

**7.1 Inventory management**

The Contractor is solely responsible for the accuracy of inventory management of the entrusted goods and performs all IT activities required for inventory management. To ensure that the current inventory of the goods in the Contractor's custody is available at all times, the Contractor will carry out IT data collection (inbound and outbound bookings) immediately after the physical movement of the goods. Further details on this are set out in the Service Specification.

**7.2 Inventory**

The Contractor is advised to regularly and comprehensively conduct an inventory control within its scope of services according to the regulations of the Service Specification. BMW reserves the right to conduct a cut-off inventory at any time at

its own expense, either by itself or by engaging a third party.

**7.3 Inventory Discrepancies**

Inventory discrepancies identified during an inventory must be documented by the Contractor. Inventory discrepancies identified by the Contractor must be reported to BMW within 24 hours. The discrepancies must be itemized specifically by part number into positive and negative inventory discrepancies. Offsetting is not permitted.

If a negative inventory discrepancy can be retrospectively clarified by the Contractor within a period specified in the Service Specification since its identification and partially rectified by corresponding positive inventory discrepancies, BMW will offset or partially reimburse the negative inventory discrepancy. Compensation for additional positive inventory discrepancies shall not be reimbursed.

The Contractor shall be liable for non-offset negative inventory discrepancies, unless the loss could not have been prevented by the diligence of a prudent merchant. The decisive factor is the cost of replacement, including all incurred transportation costs.

**7.4 Inventory Accuracy**

If the inventory accuracy (i.e. the value and quantity match the counted material numbers, where the target inventory matches the physical actual inventory) falls below 99 percent in the perpetual inventory according to the Service Specification, the Contractor must immediately inform BMW without undue delay.

BMW will then decide whether the Contractor will conduct a cut-off inventory at their own expense outside of operating hours within 2 weeks, or if BMW will engage an external inventory service provider to conduct a cut-off inventory at the Contractor's expense.

**7.5 Liability**

Regarding further damages, the liability provisions according to Clause 13 of this STC shall remain unaffected by this Clause 7.

**8. Regulation on Capacity Shortfalls**

If the Contractor is temporarily unwilling or unable to provide the agreed services, BMW is entitled to have these services performed by its own personnel or by engaging third parties. The costs incurred shall be borne by the Contractor if BMW has set a deadline of at least 2 hours before performing the service by its own personnel or by

engaging third parties. The deadline may also be set verbally or by telephone.

BMW's rights to terminate the contract in whole or in part, either ordinarily or extraordinarily for this reason shall remain unaffected.

## 9. Compliance with Minimum Wage for Contractual Performance

- 9.1. By way of supplementation to the sustainability questionnaire, the Contractor assures BMW that it compensates its employees at least on the basis or in accordance with a relevant and recognized collective agreement in the logistics services industry. If the Contractor has concluded a company-specific collective agreement within the meaning of the 1st sentence of this clause with a trade union or negotiating association, this agreement shall be decisive for the remuneration of the Contractor's employees.
- 9.2. The Contractor shall ensure that the current wages of the temporary workers employed by it within the scope of the contract reaches at least the basic wage of the collective agreement applied according to Clause 9.1 of this STC, in accordance with the requirements of the respective activity. This also applies to continued payment conditions during an ongoing assignment and to vacation pay entitlement acquired during the assignment.
- 9.3. The Contractor shall also ensure that its indirectly or directly engaged subcontractors are obliged to provide minimum wage obligation in accordance with or in line with a relevant collective agreement within the meaning of Clauses 9.1 and 9.2 of this STC.
- 9.4. BMW is entitled to request copies of the remuneration statements of the Contractor's employees and temporary workers for random checks to verify compliance with the aforementioned obligations. The Contractor undertakes to provide remuneration statements of its employees and temporary workers in an appropriately anonymized form, taking into account legal requirements, for the purpose of remuneration verification, if the persons concerned do not agree to the transfer of their data to BMW for the purpose of remuneration verification.
- 9.5. By way of supplementation to Clause 6.5 of the GTC, cause is to be assumed, in particular, if the Contractor grossly violates Clauses 9.1 to 9.4 of this STC.

## 10. Shipping Dangerous Goods and Hazardous Materials

- 10.1. The logistics services to be provided by the Contractor may also include preparation for the

transportation of dangerous goods on all modes of transport. The Contractor commits to BMW to comply with all applicable legal laws and regulations, in particular public laws and regulations, when shipping dangerous goods. Further details are regulated in excerpts in the Service Specification.

- 10.2. When shipping dangerous goods within the meaning of Section 410 (1) HGB, the Contractor must inform the carrier or the freight forwarder in a timely manner in writing of the exact nature of the risk and, if necessary, the precautions to be taken (see also Clause 3.2 of this STC). If this notification is not included in the associated transport documents, it is the Contractor's responsibility to prove by other means that the carrier or the freight forwarder was aware of the exact nature of the risks associated with the transport of the goods.
- 10.3. BMW provides the Contractor with the information required for these purposes regarding the nature of the dangerous goods in an appropriate manner. If the Contractor identifies an inaccuracy in this information or this information is obviously incorrect, the Contractor must immediately stop the goods affected by such an inaccuracy and consult BMW. BMW will name the specific contact persons, who are exclusively responsible for this matter.

## 11. Storage of Dangerous Goods

- 11.1. The Contractor is obliged to comply with all legal laws and regulations regarding the storage of dangerous goods and the activities directly associated with this, in particular environmental regulations and regulations for the protection against hazardous substances, and to fulfill the resulting obligations at his own expense. Clause 3.7 of this STC shall remain unaffected by this.
- 11.2. BMW provides the Contractor with the required information regarding the nature of the dangerous goods for these purposes. This also applies to the required information regarding the requirements and restrictions to the use of the managed area, insofar as BMW provides its own or a third party's area to the Contractor. If the Contractor identifies an inaccuracy in this information or this information is obviously incorrect, the Contractor must immediately stop the goods affected by such an inaccuracy and consult BMW. BMW will name the specific contact persons, who are exclusively responsible for this matter.

## 12. Information and Data Exchange

- 12.1. BMW may oblige the Contractor at the beginning of the contract period or during the contract period to conduct the entire operation through a BMW IT

system. Further details are regulated in the Service Specification.

- 12.2. In the event of changes, new introductions or conversions of IT systems, the Contractor must support this with its own project team. If these changes result in an increase or a reduction in costs or expenditure on the part of the Contractor, they must be jointly evaluated and compensated accordingly. In the event of a reduction in costs or expenses on the part of the Contractor, his compensation may be reduced following a joint evaluation.
- 12.3. In the event of an IT failure, the Contractor is obliged to continue performing the agreed physical services. The Contractor ensures that the required system-side rebookings are carried out immediately.
- 12.4. The necessary additional expenditure caused by the IT failure is borne by the party responsible for the IT failure.

### 13. Damages and Liability

The Contractor shall be liable according to the applicable legal provisions, unless otherwise or separately regulated in this Clause 13. Section 475 HGB applies.

#### 13.1. Notification obligation of the Contractor

The Contractor must document all damage incidents and immediately report them in writing to BMW and enable a joint assessment and investigation of the damage.

#### 13.2. Cause of Damage and Assessment of the Amount of Damage

For damages up to an amount of 2,500.00 euros per claim for property damage and losses that are not covered by Clause 7.3 of this STC, BMW will determine the amount of the respective damage at its reasonable discretion, without the involvement of an expert.

If BMW estimates the damage to exceed 2,500.00 euros per claim, the cause and amount of the damage shall be determined at reasonable discretion by an appraiser or appraisal company agreed upon by the parties.

The parties shall each bear half of the costs for the appraiser, as agreeing on these joint experts avoids the expense of hiring respective party experts. The party that considers the expert opinion to be appropriate shall commission the order for the expert opinion; it shall inform the other party immediately of the commissioning.

Further reports between the parties are irrelevant, unless they are expert opinions in the context of a legal procedure.

#### 13.3. Standards for Exercising Reasonable Discretion

The Contractor and BMW agree on the following conditions for the reasonable discretion to be exercised by BMW and the appraiser when assessing the amount of damage:

- a) The starting point for assessing the damage is the cost of replacement, including all incurred transportation costs.
- b) Parts, that cannot be installed in new cars according to the sales- or product liability principles regarding to the quality requirements for new vehicles, only have a scrap value.
- c) If parts can be repaired in such a way that they can be installed in new vehicles, the Contractor shall bear the full repair costs, including all incurred transportation costs.
- d) If, in BMW's opinion, it is unclear which option is more favorable for the Contractor, the Contractor will be given the opportunity to choose. The Contractor shall bear any additional costs incurred as a result of their choice. If the Contractor does not choose immediately upon request by BMW, the parts shall be considered as scrap.
- e) If, in BMW's opinion, the damage can be mitigated by inspecting and sorting out parts either by BMW or by a quality service provider selected by BMW, BMW may request the Contractor to immediately decide on this damage mitigation attempt. The Contractor shall bear either the costs of the chosen damage mitigation or the damage resulting from the scrapping of the parts to be **tested** and sorted. If the Contractor does not choose immediately at BMW's request, the entire quantity shall be considered as scrap.
- f) If the cost of determining the scrap value is reasonably expected to exceed the scrap value, this shall not be taken into account.
- g) Both parties have a great interest in ensuring a smooth production process at BMW. Therefore, all costs for special trips and express transportation, in any form, shall be added to the damage if they can reasonably be considered necessary to prevent production interruption or to prevent faulty or incomplete assembly and do not appear to be arbitrary. If, despite these costs, a production interruption or incomplete or faulty assembly occurs, these costs can only be taken into account to the extent that they exceed the lump sums individually agreed between BMW and the Contractor.

- h) Costs for the replacement of damaged parts that have been installed in vehicles or for the subsequent installation of missing parts shall also be taken into account. These costs can only be taken into account to the extent that they exceed the lump sums individually agreed between BMW and the Contractor.
- i) In cases where parts have been stolen from the Contractor's custody, in deviation from the above provisions letters a) to f), the replacement value does not apply, but rather the price to be paid by the dealer in the market where the Contractor provides the logistics services shall be considered as the damage. This is because it can be assumed that stolen parts will be sold on the local black market and BMW will suffer a corresponding loss of sales.

#### 14. Escalation Process

If the Contractor repeatedly or seriously violates the agreed quality and/or quantity targets, BMW may intervene to support error detection and correction as part of an escalation process, either directly or through a third party commissioned by BMW. The Contractor is obliged to cooperate in this process and reimburse BMW for the actual costs incurred due to such a violation, without prejudice to other rights and claims, unless these are disproportionate. In the aforementioned cases, BMW will provide the Contractor with a monthly audit report billing or other suitable billing documents.

##### 14.1. Bonus/Malus Regulation

BMW may grant the Contractor a bonus in addition to the agreed remuneration according to the bonus/malus regulation applicable as per the annex to the contract, if certain quality requirements, such as timeliness of service or inventory accuracy of the warehouse, are met. Conversely, BMW reserves the right to withhold a part of the agreed remuneration in the event of non-performance or poor performance by the Contractor.

##### 14.2. Liability for Demurrage

The Contractor shall be liable to BMW for all payments that BMW is required to make to its carriers or freight forwarders due to extended truck downtime beyond the loading and unloading times defined in the Service Specification. This shall not apply if the Contractor proves that the extended downtime was caused by BMW's special trips significantly exceeding the usual number of daily special trips. The amount of the demurrage compensation shall be based on the respective contractually agreed conditions with the carriers or freight forwarders engaged. BMW will provide evidence of this demurrage arrangement in

individual cases in the form of an invoice of the engaged carrier or freight forwarder.

##### 14.3. Indemnification from Third-Party Claims

The Contractor shall fully indemnify BMW against any claims by third parties against BMW related to the provision of its services and will do its best to defend BMW against such claims. As part of the liability, the Contractor shall hold BMW harmless against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' and court costs).

#### 15. Supply Chain Security

By way of supplementation to Clauses 3.5 and 11 of the GTC, the following shall apply:

- 15.1. The Contractor shall ensure supply chain security and comply with applicable legal regulations. The Contractor commits to maintaining one of the following certifications: AEO F, C-TPAT or an analog status based on the WCO SAFE Framework. The certificates must be submitted via the B2B-Portal (Supplier-Database (LDB)) or in writing to BMW.
- 15.2. The Contractor also ensures to support BMW in the context of official audits (e.g. audits of the European or US customs authorities within the framework of AEO or C-TPAT). In addition, the Contractor shall support BMW in measures to secure supply chain security and implement the requirements communicated by BMW or authorities. This applies in particular to carrying out 7 Point Container Inspections, personnel screening, export control, securing company premises and securing transported goods against unauthorized access, theft, terrorism, smuggling and proliferation, as well as ensuring compliance with all applicable customs standards.
- 15.3. The Contractor further commits to passing on the aforementioned obligations when engaging subcontractors, independently verifying their compliance, and providing BMW with the respective certificates, security statements and/or audit protocols of the engaged subcontractors upon request.
- 15.4. Subcontractors who do not have the aforementioned status as set out in Clause 15.1 of this STC and are not willing to provide a security statement and/or do not agree to necessary audit measures are considered "unsafe" and must not be engaged in the transportation of goods for BMW.

## **16. Duration and Termination of Cooperation**

### **16.1. Extraordinary termination**

By way of supplementation to Clause 6.5 of the GTC, cause is in particular assumed if the Contractor does not meet the requirements of certain Key Performance Indicators (KPI) for 3 consecutive months, which are marked as particularly important indicators for BMW in an annex to the contract, and BMW has previously warned the Contractor accordingly.

### **16.2. Termination of cooperation**

The Contractor is obliged, without separate compensation, to comprehensively train BMW or a third party commissioned by BMW in the specific processes for a period of at least 12 weeks in a timely manner before the termination of the contract, so that they are able to provide the contractually owed logistics services accordingly.

The Contractor is also obliged to provide BMW upon request with information in a timely manner before the termination of the contract, which enables BMW to tender the contractual services. This also includes information that is necessary for a bidder to be able to assess economic risks (e.g. risks associated with Section 613a of the German Civil Code (BGB)), in particular information on employment contracts, classification of employees, entry dates, gross salaries including bonuses and similar additional benefits, gratuities, claims from salary conversion and company pension schemes, unused vacation days, weekly working hours and terms or notice periods, special dismissal protection (e.g. maternity leave, parental leave, severe disability), part-time retirement arrangements, existing company agreements, applicable collective agreements, overall commitments and company practices.

BMW is entitled to share this information with bidders as part of the tender process. Clause 17 of the GTC shall not apply in this regard. The Contractor is obliged to immediately notify in writing of any further changes to the requested information that occur after the time of the request.

## **17. Right of Lien and Retention**

A statutory right of lien or retention on the stored goods is only granted to the Contractor for claims that have been legally established or are not disputed by BMW.

## **18. Governing law**

By way of supplementation to Clause 21.1 of the GTC, the application of the German Freight Forwarders' Standard Terms and Conditions (ADSp) is explicitly excluded.