# Specification of Services

for the Open-House Procedure

Service, maintenance and repair work on motor vehicles and assets in Lithuania

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# 1 Description of the Client

BwFuhrparkService GmbH (hereinafter “BwFPS” or the “client”) is the mobility service provider of the Bundeswehr (German Federal Armed Forces) and the Deutscher Bundestag (German Bundestag). With a fleet of more than 42,000 vehicles, it is one of Germany’s largest public fleet management organisations.

Its mandate and purpose are the efficient and economical provision of vehicles, transport services and the associated service support. This requires strict legal compliance, reliability and a high degree of operational flexibility.

The shareholders of the company are the Bundesministerium der Verteidigung (Federal Ministry of Defence, BMVg) with 75.1 % and the Deutsche Bahn AG (German Railways, DB) with 24.9 %. The company’s headquarters are located in Siegburg near Bonn, alongside more than 70 additional locations in Germany with a total of approximately 930 employees.

# 2 Initial Situation and Objectives

The global fleet operated by BwFPS comprises a wide range of vehicle types. In addition to standard passenger cars and trucks, it includes off-road vehicles of various weight classes, buses, motorcycles, trailers and special-purpose vehicles. These vehicles may be equipped with Bundeswehr-specific special equipment. The fleet also includes electrically powered and hybrid-electric vehicles. A key challenge for BwFPS is to ensure that the Bundeswehr, as its customer, receives rapid service and prompt maintenance and repair for its vehicles. To support the Bundeswehr in Lithuania, BwFPS operates so-called Forces Mobility Centres. A nationwide network of service facilities in Lithuania is therefore required. This network of qualified workshops ensures short distances between the vehicle location and the workshop, and enables fast and cost-efficient repairs.

The expansion of this service network is carried out using an “Open-House procedure”, which enables any interested and suitably qualified workshop to join the network under pre-defined conditions and become part of BwFPS’s repair and service infrastructure. The term “Open-House procedure” is described in the following section.

This specification of services, including all associated annexes, sets out the details and fundamental conditions regarding the nature and scope of the services to be provided by the contractor, the locations at which the services are to be performed, and the remuneration intended for those services.

# 3 Open-House Procedure

The so-called Open-House procedure is a procurement method for goods and services that is not subject to public procurement law and may be used by public contracting authorities. In essence, “Open-House” means that the client clearly describes the required service or product, defines the binding qualification requirements for suppliers or service providers and specifies the commercial conditions under which the product is to be supplied. Any company that is able to provide the required services or products, can demonstrate the necessary qualifications, and is willing to supply under the stated conditions becomes a contractual partner of the client upon submitting the accession documents. The client has no discretion to select its contractual partners. Any company that meets the requirements and wishes to participate becomes a contractual partner. In practice, this means that the contact details of all contracted service providers are made available to the vehicle user in the client’s internal system in the form of an overview. Based on this overview, the vehicle user independently selects the appropriate contractor for the required maintenance and contacts them directly. Accordingly, neither the contractor nor the client has any influence on the specific selection decision made by the vehicle user in an individual maintenance case.

An Open-House contract has a term defined in advance by the client, typically lasting several years. During this term, interested and suitable providers may accede to the contract at any time and thereby become contractors. Contractors may also withdraw from the agreement at any time.

In contrast to tenders for the supply of goods and services conducted under public procurement law, the Open-House procedure does not provide for any binding agreement on purchase volumes or turnover. This makes this type of procedure particularly suitable for commissioning maintenance work on fleet vehicles where the scope of maintenance per vehicle, the number of individual cases and the locations at which repair is required cannot be planned in concrete terms.

Participation in the Open House procedure is effected by completing and submitting the documents listed under **point 15 “Accession to the Open-House contract”**.

# 4 Services and Exclusions

The services covered by the Open-House contract comprise the following:

- **Service work**: includes regular and scheduled maintenance tasks such as inspections and oil changes, and optionally testing services for vehicle accessories such as fire extinguishers
- **Maintenance**: includes preventive measures such as brake replacement, windscreen replacement or the adjustment of vehicle systems to ensure the proper and safe operation of the motor vehicle
- **Repair**: includes, for example, rectifying mechanical or electrical defects and damage, including the associated diagnostic work
- **Glass work:** includes stone-chip repairs and windscreen replacement
- **Tyre service:** includes wheel changes, the removal and fitting of tyres, and tyre repairs.
- **Body and paint work:** includes the repair of vehicles damaged in accidents or due to force majeure

Potential contractors must specify the vehicle types and makes for which they intend to act as contractors when participating in the Open-House procedure. This is done via the documents to be submitted as described in **point 15 "Accession to the Open-House contract"**.

Potential contractors must also indicate which of the above service categories they offer for the stated vehicle classes. Where services are offered in the areas of service work, glass work, tyre service or bodywork, the relevant guidelines set out in this specification of services and in the **annex "Off-road vehicle approval list"** must be observed.

The client reserves the right to adapt these guidelines. Any changes will additionally be communicated to the service network in Lithuania by e-mail. Such changes may become necessary, for example, if the composition of the fleet changes or the client receives amended requirements.

The contractor is required to offer a comprehensive range of service work for motor vehicles (KFZ), commercial vehicles (LKW, KOM), motorcycles and trailers. The vehicle types and classes in the BwFPS fleet that fall within the scope of the contract are listed as examples in the **annex "Vehicle types and classes"**. The makes listed may change over the course of the contract term as a result of new acquisitions or decommissioning.

The client may prohibit the contractor from maintaining or repairing a vehicle if the manufacturer has specified special warranty conditions that the contractor is unable to meet. For example, the manufacturer may require that the vehicle be repaired only in its own workshops or that specific spare parts be used. In such cases, it is agreed that the vehicle will be taken to another workshop.

The specific workshop will be agreed between the contractor and the client. The costs for this shall be borne by the client.

# 5 Admission Criteria

To become a partner of BwFPS under this Open-House model, it is mandatory that each partner possesses at least technical expertise in the field of motor vehicles and employs at least one member of staff who has completed training as a diagnostic/service technician, or a mechanic with equivalent technical expertise. This serves as proof of the professional qualification and capability required to provide the services. Upon request by the client, the partner must submit the relevant evidence. It must be ensured that the work is carried out in accordance with the applicable rules of the trade and in compliance with, and with application of, the current requirements of the vehicle and body manufacturers.

In addition to this requirement, the prospective partner must indicate in the **annex "Partner Agreement"** which certificates and manufacturer certifications the future partner workshop holds. The relevant evidence must be submitted upon request.

The contractor must ensure that any vehicle in its custody is covered by adequate insurance in accordance with § 5 of the **Conditions Agreement**.

The contractor must employ at least one diagnostic or service technician, or a mechanic with technical expertise at or above the qualification level defined as Level 4 of the European Qualifications Framework (EQF). If the last employee holding the required qualification leaves the contractor's employment, a transitional period of one year from the date of departure is permitted. If the position cannot be filled by the end of the transitional period, the contractor must notify the client in writing without being prompted.

# 6 Placing and Acceptance of Orders

The service request in the event of an order is made on a cashless basis using the client's repair order form (**Annex "Repair Order"**), which must always be handed over to the contractor fully completed by the vehicle user. The general terms and conditions listed on the repair order do not affect the provisions of the executed **Conditions Agreement**. As a rule, an appointment is agreed before the workshop service is commissioned. The waiting time for a workshop appointment must not exceed 10 working days; working days are Monday to Friday.

It is also possible for the vehicle user to bring the vehicle directly to the contractor's workshop without prior notice. The client's expectation is that work on the vehicle will begin as quickly as possible, but no later than within 10 working days.

Only vehicles belonging to the client may be accepted. Rental vehicles and loan vehicles, or vehicles not registered to BwFPS or the Bundeswehr, may not be accepted on behalf of the client. In cases of uncertainty, the client's repair coordination office must be contacted and its decision awaited. The contact details for the repair coordination office can be found on the repair order (**Annex "Repair Order"**).

Replacement vehicles are generally provided by the client. Replacement vehicles belonging to the contractor may only be offered free of charge in warranty or complaint cases (see **point 8.3 8.3 "Complaints"**).

Every vehicle brought to a partner workshop must be checked to determine whether any recall or service action is outstanding. The query and its result must be archived with the order. If the contractor is unable to perform a required recall or service action, the order must be declined by the workshop with a corresponding explanation.

Bundeswehr vehicles must always be parked in a fenced area or inside a hall. Parking such vehicles in the front row of an unenclosed exterior area is expressly prohibited.

# 7 Preparation of the Cost Estimate (KVA)

After the vehicle has been handed over, the contractor shall immediately prepare a written KVA on the basis of the binding price information set out in point **14.2 "Remuneration model"**.

If the cost stated in the KVA falls below the value threshold (see **Annex "Repair Order"**), the measure must be carried out directly and without delay, without obtaining approval from the repair coordination office. If the stated value threshold is exceeded, written approval must always be obtained from the client's repair coordination office before any repair work begins.

The repair coordination office reviews the KVA both substantively and economically and sends either written approval or written rejection to the contractor by e-mail.

As a matter of principle, all KVAs must be prepared digitally and sent in high resolution/quality.

BwFPS may, upon request, require meaningful photographs of the requested repair during the workshop stay. These must be sent by e-mail to repleitstelle-ausland@bwfps.de, stating the vehicle registration number.

In the event of a rejection, all necessary steps will be clarified with the contractor, and the vehicle user will be informed separately by the repair coordination office regarding the further procedure.

The client's vehicles are subject to different usage conditions (so-called short-term and long-term use) and, depending on the vehicle user and responsibility, are assigned the applicable value thresholds in the event of repairs. The contractor must take note of the relevant value threshold from the repair order presented at the time of commissioning.

# 8 Performance of the Commissioned Service

The contractor must complete the commissioned services within one working day after approval, or in the case of services below the value threshold, provided that the manufacturer's standard times are not exceeded. Any deviations may be agreed between the client or the vehicle user and the contractor. Unavoidable delays (e.g. delayed delivery of spare parts or force majeure) must be explained to the vehicle user immediately upon becoming known and must be reported without delay.

If the downtime of a vehicle exceeds one calendar week due, for example, to waiting times for spare parts, the client must be contacted and the further procedure must be agreed.

In the event of delays caused by the contractor, the client reserves the right to have the vehicle collected and the order assigned elsewhere or—if the vehicle is still driveable—to reschedule the appointment. Work already performed will be paid for by the client.

As a matter of principle, original spare parts must be used. For wear parts, components of original-equipment quality may also be used. If spare parts are subject to significant delivery delays, a follow-up appointment must be agreed. If the defective component renders the vehicle non-operational or unsafe to drive, or if consequential damage is to be expected, the client's repair coordination office must be contacted and informed of any possible substitute parts.

## 8.1 Additional Work and Extension of Orders

If work is required that exceeds the services originally commissioned, it must be agreed with the vehicle user before the additional work begins. The additionally commissioned services must be recorded in the repair order.

Any extension of the original order that results in the value threshold specified in the repair order being exceeded must be approved by the repair coordination office.

## 8.2 Completion and Handover of the Vehicle

All contractors must enter the service work they have carried out both in the manufacturer-specific digital service record and additionally in the analogue service booklet. This ensures complete documentation of all maintenance and repair work in accordance with the manufacturer's specifications and helps preserve the vehicle's value.

Once the commissioned work has been completed, passenger cars with a permissible gross vehicle weight of under 3.5 tonnes must be cleaned inside and outside free of charge if the order value exceeds EUR 500 (net). Cleaning includes the removal of work-related residues, a (machine) exterior wash provided that add-on parts or special paintwork do not prevent this, and vacuuming of the seats and carpets/floor coverings in the front footwell.

Cleaning work directly related to the order, regardless of vehicle type, that exceeds the usual scope of post-service cleaning (for example, in cases of particularly severe soiling that adheres to the vehicle and cannot be removed using a standard vacuum cleaner or machine exterior wash) must be itemised in advance in the cost estimate. The client reserves the right to reject this service if the quotation is not in line with standard market pricing. The objective is always to provide the client's users with a clean and technically sound vehicle.

If the final invoice amount exceeds the approved amount, the claim will be reduced to the approved sum and the contractor must issue a corrected invoice.

The contractor shall notify the driver/vehicle collector of the completion of the repair by telephone or e-mail.

## 8.3 Complaints

If the vehicle user identifies material defects in the contractor's performance when accepting the vehicle, these must be reported immediately on site by the vehicle user and recorded by the contractor. The contractor must then rectify the reported defects immediately and without delay. Acceptance may only take place once all reported defects have been fully eliminated.

If obvious defects are discovered only after the vehicle has been collected, the vehicle user must report these defects without delay, but no later than within three working days after acceptance of the vehicle. The contractor must rectify the defect reported within the deadline within five working days of receiving the complaint. All associated costs shall be borne by the contractor. Rectification of justified defects shall take place at the contractor's premises. If the vehicle is not already present for the complaint or is no longer roadworthy or operational as a result of the defect, the contractor must collect the vehicle at its own expense.

If the contractor fails to rectify the defect reported within the deadline within the required five-day period, the vehicle user shall refuse acceptance of the service on the grounds of identified defects and inform the client's repair coordination office. The service shall then be deemed not to have been performed.

If the vehicle user identifies a hidden defect after acceptance — for example, damage that occurred during assembly work — the defect must be reported immediately upon discovery.

From the moment a defect is reported, the contractor shall bear all costs arising in connection with the respective defect, such as vehicle downtime charges. At the client's request, the contractor shall provide a replacement vehicle free of charge. Deviations may be agreed between the client's repair coordination office and the contractor. Individual agreements must be documented in writing on the order. If the contractor provides a replacement vehicle free of charge, the contractor does not have to compensate the client for vehicle downtime.

If the contractor fails to comply with the obligations described above, the client reserves the right to take further legal action.

# 9 Pick-up and Delivery Service

All required services must be performed at the contractor's facilities. To provide the service, it may be necessary to collect vehicles from a client location, a Bundeswehr vehicle user location, or any other location within the Republic of Lithuania, and to return them to such a location after

repair or maintenance. Details of BwFPS locations in Lithuania can be found in the **annex "Plant Location List Lithuania"**. Providers must indicate in the **Partner Agreement annex** whether they offer a pick-up and delivery service.

If a pick-up and delivery service has been agreed, the vehicle may be transported under its own power or on a trailer from the handover point to the workshop and back.

## 9.1 Bundeswehr and Security

Access to Bundeswehr premises is subject to special rules and regulations. The same applies to handling Bundeswehr vehicles, as extremists from various groups have carried out attacks and property damage on or against such vehicles in the past. The security situation is continuously monitored by the Military Counterintelligence Service and measures are derived accordingly. The measures and precautions described below must always be observed. Additional security instructions and behavioural guidelines will be communicated as required.

Access to military premises is regulated and usually occurs through the pass-exchange procedure. In this context, the contractor must ensure that all persons entrusted with carrying out the order carry valid identification documents at all times. The contractor must also ensure that only persons who do not hold citizenship of any state listed in the currently valid Länder list — as defined by the Federal Ministry of the Interior under section 13(1) No. 17 of the German Security Clearance Act (SÜG) — are deployed. The Länder list can be found online.

https://www.bmi.bund.de/SharedDocs/downloads/DE/veroeffentlichungen/themen/sicherheit/staatenliste-para-13-anleitung-sicherheitserklaerung.html

# 10 Requirements for the Performance of Glass Work

Before carrying out any work, the contractor must determine whether the windscreen can be repaired or whether replacement is required. The type and size of the damage are decisive for this assessment. As a matter of principle, repairs take precedence over replacement.

Windscreen replacement and repair services are subject to the vehicle manufacturer's specifications applicable at the time of service. Only safety glass and type-approved glazing in accordance with the applicable EU/ECE regulations (ECE R43, EC 92/22, EC 2009/144) may be used. The contractor must ensure that a windscreen approved for the respective vehicle type and appropriate to the vehicle's equipment is installed.

A windscreen must be replaced if:

- the damage is located within the legally defined driver's field of vision,
- the damage is less than 10 cm from the edge,
- the damage involves a crack longer than 5 cm or a crack ending at the edge,
- the stone-chip damage is larger than a 2-euro coin or the impact crater exceeds 5 mm in diameter,
- the internal film of the laminated glass is damaged,
- the inner pane is damaged,
- moisture or contaminants are visibly present in the damaged area,
- there are more than three stone-chip damages,
- stone-chip damage is present in the area of cameras, sensors or similar components.

Some of the client's vehicles are fitted with special equipment that includes concealed wiring near the edges of the windscreen. Particular care must be taken with such installations.

### 10.1.1 Stone-Chip Repair

Stone-chip repairs must be carried out using approved and commonly used procedures in which special resin is introduced into the damaged area by applying pressure and/or creating a vacuum. The resin fills the damaged area as completely as possible and is then cured using UV light. Repairs should be completed within approximately 30 minutes.

The damage must be repaired in accordance with the following steps:

- removal of glass fragments,
- cleaning of the damaged area,

- depending on the system: creating a vacuum over the damaged area,
- depending on the system: injecting the special resin into the damage using an injector or similar device,
- distributing the resin by alternating pressure and vacuum,
- curing the resin under UV light,
- removing excess resin and polishing the repair area,
- calibrating and function-testing any driver-assistance systems,
- cleaning the windscreen,
- performing the final inspection and preparing the vehicle for collection,
- notifying the vehicle user that the repair is complete,
- proper and environmentally sound disposal of residual and waste materials.

### 10.1.2 Windscreen Replacement

Client vehicles with civilian registration must be fitted with an emissions/fine-dust badge after windscreen replacement.

There are two types of windscreen replacement: replacement of bonded windscreens and replacement of fitted (rubber-gasketed) windscreens.

#### 10.1.2.1 Bonded Windscreens

Replacement of bonded windscreens must follow the steps below:

- protect interior and exterior vehicle components (e.g. dashboard, body frame) from damage and contamination using protective covers where removal is not necessary or possible,
- remove add-on parts where required,
- inspect for additional repair-relevant components (e.g. cabling, modules),
- cut out the windscreen using wire, cord or blade methods,
- prepare bonding surfaces in accordance with manufacturer or adhesive-system specifications,
- report any abnormalities on the windscreen frame (e.g. corrosion) to the client before installing the new screen,
- repair any paint damage to restore corrosion protection using suitable materials

(e.g. corrosion-resistant primer and touch-up paint). The primer supplied with the adhesive system is not suitable for this purpose and must therefore not be used. The contractor is liable for all damage and consequential damage caused by its work.

- the adhesive must then be applied in accordance with the specifications of the vehicle manufacturer or the adhesive manufacturer.
- the windscreen must be installed and secured in line with the manufacturer's specifications,
- all previously removed components must be refitted,
- and all systems affected by the replacement must undergo functional testing.
- calibrating and function-testing any driver-assistance systems, if present
- cleaning the windscreen,
- performing the final inspection and preparing the vehicle for collection,
- notifying the vehicle user that the repair is complete,
- proper and environmentally sound disposal of waste glass, residual and waste materials.

The curing time of the adhesive used — and therefore the required vehicle downtime after replacing a bonded windscreen — is less than 2.5 hours.

#### 10.1.2.2 Fitted Windscreens

Replacement of fitted windscreens must follow the steps below:

- protect interior and exterior vehicle components (e.g. dashboard, body frame) from damage and contamination using protective covers where removal is not necessary or possible,
- remove add-on parts where required,
- inspect for additional repair-relevant components (e.g. cabling, modules),
- remove the windscreen by pressing it out or cutting the rubber seal
- prepare the windscreen frame for installation of the new windscreen
- report any abnormalities on the windscreen frame (e.g. corrosion) to the client before installing the new screen,
- repair any paint damage to restore corrosion protection using suitable materials

  (e.g. corrosion-resistant primer and touch-up paint). The contractor is liable for all damage and consequential damage caused by its work.

- install the new windscreen using suitable tools (e.g. pull-in cord)
- apply sealant around the perimeter of the windscreen to seal it between the rubber gasket and the body
- all previously removed components must be refitted,
- and all systems affected by the replacement must undergo functional testing.
- calibrating and function-testing any driver-assistance systems, if present
- cleaning the windscreen,
- performing the final inspection and preparing the vehicle for collection,
- notifying the vehicle user that the repair is complete,
- proper and environmentally sound disposal of waste glass, residual and waste materials.

# 11 Requirements for the Performance of Tyre Work

When providing services in the area of tyre work, the following rules relating to tyres, wheels and wheel accessories must be observed, and the corresponding services must be carried out.

## 11.1 Tyres

The client's fleet comprises various types of vehicles that must meet the Bundeswehr's specific operational requirements and may be subject to special testing and approvals by the Wehrtechnische Dienststellen der Bundeswehr (Technical Centres for Military Vehicles, WTD) To enable the Bundeswehr to fulfil its mission, the tyres must meet high performance requirements, including off-road capability and winter suitability. These requirements are determined through field tests conducted by the WTD and are published internally.

For the vehicles listed in the **annex "Off-road Vehicle Approval List"**, only the tyres assigned in that annex may be used. The client will inform contractors if any changes occur.

If there is any doubt regarding the suitability of a tyre, the contractor must contact the client's repair coordination office — by telephone or e-mail — before beginning any repair work in order to clarify the matter.

If the Bundeswehr's requirements are not met, the Bundeswehr will withdraw the vehicle's approval for use. Failure to comply with the requirements of the Bundeswehr and the client leads to the vehicle's operating permit being voided and, as a consequence, to the rejection of the invoice. In such cases, the client will instruct the contractor in writing to remedy the situation by

fitting an approved tyre. All costs arising from this, including vehicle downtime or the provision of a replacement vehicle, are to be borne by the contractor.

### 11.1.1 Summer Tyres

The supply and/or installation of summer tyres is permitted only in exceptional cases — for example, when specifically required by the client's customer due to operational needs.

Summer tyres are designed for road conditions without snow or ice. Their rubber compound remains sufficiently firm even at high temperatures, resulting in low wear rates even at higher speeds.

As a general rule, all of the client's vehicles are equipped with winter tyres, and winter tyres must again be fitted whenever replacement is required. If the repair order issued by the client requests summer tyres, written approval must always be obtained from the client's repair coordination office before installation.

If written approval is granted, only brand-name or premium tyres may be used. The client defines such tyres exclusively as tyres for which an independent test report — for example, from a specialist magazine or a motoring organisation — is available. The tyre must have achieved at least grade "2.5", "good" or "recommended". In addition, the tyre test report must not be older than three years. Contractors offering tyre services guarantee the exclusive use of such brand-name or premium tyres. The client reserves the right to request the relevant tyre test report at any time during the publication period. If, upon written request by the client, the contractor is unable to provide the corresponding proof for a tyre already fitted, the tyre must be replaced immediately and at the contractor's expense with an approved brand-name or premium tyre. This means that the contractor must immediately issue the client a full credit for the tyre already fitted and invoiced. In addition, any rental losses and all further costs arising in this context (e.g. the provision of a replacement vehicle) shall be borne by the contractor. Only the price of the brand-name or premium tyre actually used and compliant with the contract will be reimbursed to the contractor for the replacement tyre.

The contractor must ensure that any replacement tyre has a manufacturing date not exceeding 2.5 years prior to fitting.

### 11.1.2 Winter Tyres

As a general rule, all of the client's vehicles are equipped with winter tyres, and winter tyres must again be fitted whenever replacement is required. Winter tyres are defined as tyres bearing the Alpine symbol (mountain pictogram with snowflake) in accordance with Regulation No. 117 of the Wirtschaftskommission der Vereinten Nationen für Europa (UNECE – United Nations Economic Commission for Europe) — Uniform provisions concerning the approval of tyres with

regard to rolling sound emissions, traction on wet surfaces and/or rolling resistance (OJ L 218 of 12 August 2016, p. 1).

The Alpine symbol is also referred to as the Three-Peak Mountain Snowflake symbol (3PMSF).

Accordingly, only tyres bearing the 3PMSF symbol are recognised by the client as winter tyres.

The contractor must ensure that any replacement tyre has a manufacturing date not exceeding 2.5 years prior to fitting.

### 11.1.3 Off-road Tyres

Depending on the vehicle's design and intended operational purpose, this specification provides further detail on the required tread types.

If the new tyre specification deviates from the tyres currently fitted, the contractor must always coordinate this with the client's repair coordination office before fitting, and obtain written approval.

If any doubt exists regarding tyre suitability, clarification must again be obtained in writing from the client's repair coordination office before work begins.

Certain vehicles in the client's fleet — specifically the VW T6 ("Widder") and the Toyota Land Cruiser — are subject to strict tyre manufacturer binding (Reifenfabrikatsbindung). At present, this tyre-manufacturer restriction permits only a single tyre for each of these vehicles, namely the tyre assigned to the respective vehicle in the **annex "Off-road Vehicle Approval List"**.

Because of the tyre-pressure monitoring system, only the Yokohama Geolandar A/T G015 may be fitted to the VW T6 "Widder"; otherwise the system will not function correctly. Due to supply shortages, a successor model is currently being evaluated. Should the A/T G015 become unavailable, the contractor must coordinate with the client.

Because of the use of snow chains, only the BF Goodrich All-Terrain T/A KO2 may be fitted to the Toyota Land Cruiser. Other tread types may cause operational or clearance issues and are therefore prohibited.

If a tyre manufacturer replaces or discontinues one of the two treads mentioned above (A/T tyre Yokohama Geolandar A/T G015 and A/T tyre BF Goodrich All-Terrain T/A KO2), the contractor must inform the client immediately and in writing. The client requires this information in order to initiate and issue a new tyre approval. The new tread may only be fitted once the client has provided written tyre approval.

The contractor must ensure that any replacement tyre has a manufacturing date not exceeding 2.5 years prior to fitting.

#### 11.1.3.1 Tread Types: All-Terrain (AT) and Mud-Terrain (MT)

The following definitions apply exclusively for the purposes of this specification:

- AT (All-Terrain) tyres bearing the Three-Peak Mountain Snowflake symbol (3PMSF) and designed for approximately 60 % road use/40 % off-road use.
- MT (Mud-Terrain) tyres, which bear at least the M+S marking and are designed for 50 % road/50 % off-road, or predominantly off-road use

MT tyres serve a specific operational purpose within the client's fleet. Because of this, the contractor must always clarify the suitability of the tyres with the client's repair coordination office or fleet management office (Fuhrparkleitung) — by telephone or by e-mail — before work begins.

The contractor must ensure that any replacement tyre has a manufacturing date not exceeding 2.5 years prior to fitting.

#### 11.1.3.2 Multi-Purpose Tyres (MPT)

MPT tyres are used exclusively for **off-road trucks**. For the purpose of this specification, MPT tyres are defined strictly as tyres that:

- bear at least the M+S marking, and bear the POR (Professional Off-Road) marking

The contractor must ensure that any replacement tyre has a manufacturing date not exceeding 2.5 years prior to fitting.

## 11.2 Complete Wheels

The supply and/or fitting of complete wheels is permitted only in exceptional cases and only with the prior written approval of the client's repair coordination office. An exceptional case may arise, for example, when a rim is damaged and can no longer be used.

A complete wheel consists of a steel or alloy rim and a fitted and balanced tyre.

The client accepts only those complete wheels that: correspond to the vehicle manufacturer's specifications, or have been expressly approved in writing by the client beforehand.

Approval of a cost estimate for complete wheels is granted on a case-by-case basis, based on the cost estimate submitted to the repair coordination office.

The contractor must ensure that any replacement tyre in a complete wheel has a manufacturing date not exceeding 2.5 years prior to fitting.

## 11.3 Wheel Accessories

For the purposes of this specification, wheel accessories include:

- steel or alloy rims
- rubber, steel or heavy-duty valves and valve caps
- components of the tyre-pressure monitoring system (RDKS)
- valve extensions (rigid or flexible)
- Tyran sealing rings
- inner tubes
- wheel nuts, bolts and studs
- centering ring (Lemmerz ring)
- truck spring washers
- wheel trims
- wheel bolt covers
- balancing powder/balancing beads

The client accepts only original accessories or components of original-equipment manufacturer (OEM) quality. As a matter of principle, the wheel accessories prescribed by the vehicle manufacturer must be offered and used.

## 11.4 Services in the Tyre Service Area

The following services must be provided for the client:

- wheel change
- removal and fitting of a tyre
- tyre repair

### 11.4.1 Wheel Change

A wheel change includes the removal and fitting of one or more complete wheels. It also includes checking tyre pressure and, where required, recalibrating or adjusting the tyre-pressure monitoring system (RDKS). Additional activities, such as seasonal balancing, are not required.

In certain cases — such as the replacement of high-value truck tyres — the client may require the spare wheel to be included in the tyre replacement. This is permissible only if the spare wheel is undamaged and has the tread depth of a new tyre. In such a case, an undamaged complete

wheel with legally sufficient remaining tread depth is removed from the vehicle. It is replaced not by a new wheel, but by the undamaged spare wheel, which must have the tread depth of a new tyre. The removed undamaged complete wheel with legally sufficient remaining tread then becomes the new spare wheel. In such cases, the contractor may charge two wheel-change operations. If certain vehicles are equipped by the manufacturer with a spare wheel without an RDKS sensor, the contractor must clarify the procedure in writing with the client's repair coordination office before involving the spare wheel in the replacement process.

### 11.4.2 Removal and Fitting of a Tyre

This service includes removing the tyre from the rim, fitting a new tyre to the rim, replacing the valve and inflating the tyre to the prescribed pressure.

### 11.4.3 Tyre Repair

Tyre repair refers to repairing a tyre that has been damaged due to external influence. The repair must be carried out in accordance with the applicable guideline for the repair of pneumatic tyres, as published in the Verkehrsblatt (Official Gazette of the Bundesministerium für Verkehr und digitale Infrastruktur (Federal Ministry of Transport and Digital Infrastructure)).

# 12 Requirements for the Performance of Body and Paint Work

The repair of damage must always comply with the applicable rules of the bodywork, vehicle construction and paint-spraying trades, observing and applying the specifications of the vehicle and body manufacturers.

All required services must generally be performed at the contractor's facilities.

BwFPS also operates military vehicles with special paintwork such as flecktarn camouflage or vehicles with vinyl wraps. Flecktarn paintwork in particular requires specialised technical expertise for its application and dedicated workshop equipment, such as the required templates.

As a general principle, the contractor must commercially assess the damage to any vehicle entrusted to it for repair, and must plan the repair both technically and commercially. The principles of economic efficiency must be applied, in particular when choosing the repair method (e.g. smart repair versus replacement of body components), always in relation to the vehicle's residual value. The commercial assessment by the contractor is reviewed and approved by the client's repair coordination office before repair work begins.

In specific cases, the client may prohibit the contractor from repairing a vehicle brought into its workshop. These are cases where the client has agreed warranty conditions with the vehicle manufacturer that apply at the time of the necessary repairs, and which place requirements on the repair that the contractor cannot meet. Examples include the obligation to carry out repairs only in authorised manufacturer workshops, or the use of proprietary paints or proprietary spare parts. In such cases, the contractor and the client agree on transporting the vehicle to a location designated by the client. Any associated transport costs are reimbursed.

## 12.1 Smart Repair and Spot Repair

Where a type of damage allows the use of recognised smart-repair or spot-repair methods and no obvious economic arguments speak against it, this repair method must be used.

If the state of the art for smart-repair or spot-repair techniques advances during the term of the Open-House procedure — particularly where this results in improved economic efficiency — the contractor must notify the client and adopt the updated method.

These techniques are used in particular for the repair of:

- dents and minor deformation without paint damage
- localised blending of suitable paint damage
- damaged unpainted or painted plastic components instead of replacing them
- stone-chip repairs by touch-up, ensuring an adequate paint-layer structure

For vehicles with green or flecktarn paintwork, minor repairs such as stone chips or scratches may be carried out without restoring perfect surface texture, in order to keep repair costs low. Paint may be applied with a brush, spray can or roller.

## 12.2 Bodywork Repairs

The principle of “repair before replacement” must be followed for bodywork repairs.

Where necessary, damage must be assessed and costed by a specialist assessor. Within the described process for assessing and approving repair measures, the client informs the contractor if a specialist report is required. The client commissions the expert directly. The contractor must give the expert immediate access to the vehicle in its workshop and provide any necessary equipment (e.g. a vehicle lift). After the assessment, the client informs the contractor promptly about the next steps. Requirements for the repair of corrosion damage must be considered separately for all vehicle types.

Bodywork repairs include replacing bolted, bonded and welded components, as well as straightening and repair work on the various vehicle assemblies. Welded components may also need partial replacement. The contractor must carry out bodywork repairs in accordance with the current state of the art, including work on high-strength steels, light-metal components and carbon components (e.g. high roofs).

Damage caused by the contractor in the course of its work must be rectified or compensated by the contractor.

In particular, restoring corrosion protection on components and entire vehicles after repair work must be ensured by appropriate measures in line with the current state of the art.

### 12.2.1 Bodywork on Trucks

Based on the construction of a truck, the focus here is on repairing the driver's cab, its add-on components and the vehicle's frame. In addition to standard bodywork repairs, these activities place high demands on the inspection and restoration of a frame that may be, for example, twisted or bent.

### 12.2.2 Bodywork on Buses

Due to the structural design of buses, repairs and restoration must be carried out on components made of sheet metal, plastic and glass-fibre reinforced plastic (GFK). When repairing large body sections and areas built in lattice construction, special requirements apply to restoring body stiffness and passenger-protection characteristics. For this reason, such repairs may only be performed by workshops that are specifically qualified to carry them out.

### 12.2.3 Bodywork on Bodies and Swap Bodies

Repairs to bodies and swap bodies include flatbeds with their associated floors, side panels, box bodies, rescue-vehicle bodies, refrigerated or climate-controlled box bodies and comparable structures. Such repairs require work on various materials, including aluminium/GFK sandwich panels, plywood construction panels, aluminium and steel.

Flatbeds may be equipped with tarpaulin frames in addition to cab structures, and these may need to be straightened if deformed.

Deformation of side panels requires particular consideration. As a basic principle, operational safety must not be compromised; dents that do not affect functional safety do not necessarily have to be repaired or replaced with new parts.

Bodies attached to the vehicle, such as flatbeds or containers, may have their own registration plate, which may not be identical to that of the vehicle. In such cases, it must be noted that these bodies constitute independent vehicles/objects, requiring a separate work order.

#### 12.2.3.1 Flatbed Floors

Flatbed floors are subject to heavy loads due to operational use and environmental exposure. As a result, these floors (typically phenolic-coated plywood sheets) may need to be replaced. In addition to removing the sheets, rust remediation of the supporting frame may be required. For replacement, it is not mandatory to use sheets supplied by the body manufacturer. However, all manufacturer requirements regarding quality and load-bearing capacity must be observed.

#### 12.2.3.2 Tarpaulins

Tarpaulins may be damaged by weathering, UV exposure or physical force. When assessing whether a small defect (e.g. tears, hazardous-goods pockets, etc.) should be repaired, the age and condition of the tarpaulin's roof surface must always be taken into account. As a general rule, repair takes priority over replacement in cases of tarpaulin damage.

This applies especially to flecktarn-painted tarpaulins, as a specialised coating may have been used and the original finish must be restored following repair (see **point 12.3.4 "Special Requirements for Military Paintwork "**).

### 12.2.4 Bodywork on Trailers

Work on trailers falls within the scope of vehicle construction. The activities involved are comparable to those performed on trucks and bodies. Accordingly, a separate description is not provided here; reference is made to the subsections for trucks and bodies.

### 12.2.5 Bodywork on Corrosion Damage

During long-term use, significant corrosion damage may develop. This affects predominantly vehicles painted in solid green or flecktarn camouflage. As a basic principle, corrosion must be removed at an early stage and further progression must be stopped or slowed. **Where manufacturer warranty conditions apply, all corrosion damage to be repaired must be coordinated with the client's repair coordination office, and, if necessary, assessed by an authorised partner of the vehicle manufacturer.** If non-warrantable perforation corrosion is identified, repairs must be carried out based on economic considerations, with the aim of achieving an age-appropriate restoration. Accordingly, sectional repairs should be used preferentially for the repair of corrosion damage. The same applies to the subsequent paintwork, making use of existing edges and contours. For green or flecktarn vehicles, colour blending by partial or full repainting is not carried

out. A visible colour difference between the upper and lower areas of a body panel — for example where separated by a swage line — is accepted.

If the vehicle frame of a truck is affected, it is often necessary to separate body structures such as a flatbed from the frame and also remove the subframe. Large areas of corrosion must be removed by sandblasting the components and subsequently coating them with corrosion-protection paint in the colour Novagrau MB 7350. After reassembly, the frame must be additionally protected against environmental influences by applying a protective wax.

### 12.2.6 Preservation After Bodywork Repairs

Body components that have been repaired or renewed must be sealed and preserved in accordance with the vehicle manufacturer's specifications to restore corrosion protection.

BwFPS reserves the right to specify the preservation products to be used. Any such specification issued by BwFPS is binding on the contractor.

## 12.3 Paintwork

Paintwork must be carried out in accordance with the state of the art, the guidelines of the paint-spraying trade, the manufacturer's specifications and, where applicable, the requirements of BwFPS and the Bundeswehr.

### 12.3.1 Paintwork on Passenger Cars, Vans and Transporters

Workload and cost are determined on the basis of the required paint layers for refinishing body components. As a rule, a distinction is made between surface painting, new-part painting and repair painting, each in different forms depending on the type of substrate and factory finish.

The paint-layer structure required for repair depends on the specifications of both the paint manufacturer and the vehicle manufacturer, as well as the substrate properties and the required substrate preparation.

There are no limitations regarding the areas of a vehicle that may be painted or regarding the extent of the paintwork. A full repainting may also be required, for example.

### 12.3.2 Paintwork on Trucks, Buses, Bodies, Swap Bodies and Trailers

Driver's cabs, doors and add-on components attached to the driver's cab are generally painted in the original delivery colour. Any deviation from this may be initiated only by BwFPS or must be agreed with BwFPS. Damage to the vehicle frame may also require paintwork.

Vehicle frames and their add-on and connecting components are generally painted in Novagrau (MB 7350), depending on the vehicle manufacturer. The correct colour must be coordinated with the client's repair coordination office.

Green driver's cabs may also be wrapped. If repairs are carried out on such vehicles, the affected areas must first be painted in the original delivery colour before new film is applied. A minimum waiting period of six weeks must be observed before applying the film.

### 12.3.3 Painting of Chassis Components

As part of material-preservation measures, it may be necessary to refurbish chassis components. Axle components must be derusted, cleaned and painted with corrosion-protection paint. Paintwork must be carried out in accordance with the state of the art and the guidelines of the paint-spraying trade, taking into account the manufacturer's specifications. **For every order involving painting of chassis components, the client's repair coordination office must be contacted to obtain approval.**

### 12.3.4 Special Requirements for Military Paintwork

**For military paintwork, all planned work must be coordinated with the client's repair coordination office in every case.**

Painting also extends to visible areas located behind mounted parts (such as the inner frame of the door aperture), insofar as these areas are exposed or visible.

#### 12.3.4.1 Matte Single-Colour Paintwork (Uni matt)

Vehicles in the colour RAL 6031 bronze green (matte) represent the largest share of military vehicles currently in service. Add-on parts such as bumpers or rims may be painted green or matte black, or may remain in the natural grey of unpainted plastic bumpers.

#### 12.3.4.2 Flecktarn Camouflage Paintwork Using Templates

Military vehicles are increasingly finished in the characteristic flecktarn camouflage pattern. To achieve a nearly identical arrangement of patches on vehicles of the same type during painting, the use of templates is indispensable. In accordance with Bundeswehr specifications, deviations from the approved pattern may not exceed 5 cm. Different approaches are possible and may be developed by the workshop on its own initiative, provided that the official flecktarn patch plan is followed. Examples include a frame template whose edges define the patch contours without sharp boundaries.

Vehicles are first painted in the base colour RAL 6031 bronze green, followed by patches in Lederbraun RAL 8027 and Teerschwarz RAL 9021, using paints manufactured by Mankiewicz.

#### 12.3.4.3 Paints with Special Properties

The client's vehicles may be coated with paints that possess special properties. For example, paint with infrared-reduction properties (designation F9) is used. **Such coatings are subject to specific Bundeswehr regulations, and therefore all work involving these paints must, without exception, be coordinated with the client's repair coordination office.**

#### 12.3.4.4 Painting of Tarpaulins

Where bodies are equipped with tarpaulin covers, the above-described paintwork requirements apply equally to the tarpaulins. This includes both the type of paint used and the correct application of camouflage patches with appropriate transitions to the side panels or other adjoining body components.

#### 12.3.4.5 Procurement of Special Paints

Paints with infrared-reduction properties (F9 paint) are subject to special regulations and may only be obtained from authorised sources and in the quantities required. This also applies to repairs on Mercedes G-Class models with flecktarn paintwork. Proof of entitlement to obtain these paints must be provided, and all unused quantities must be destroyed after completion of the paintwork. The resale or transfer of these paints to third parties is strictly prohibited and will be prosecuted under applicable law by the competent law-enforcement authorities.

For all questions regarding the procurement of special paints, the contractor must contact the client's repair coordination office.

## 12.4 Preservation

If the vehicle manufacturer does not prescribe periodic corrosion-protection measures, the client may arrange for vehicles to undergo preservation at its discretion. The vehicle user decides which workshop will perform the preservation.

### 12.4.1 Special Requirements for Mercedes G 300 and G 300 (Model Series 461)

Vehicles of this type require special consideration due to their operational use and service life. To provide the best possible protection against the progression or formation of corrosion on bodywork that has already been repaired or is still in good condition, these vehicles receive preservation work that is significantly more extensive than the factory-applied cavity protection.

For Mercedes G 300 vehicles, strict manufacturer requirements apply regarding the maintenance of factory warranties. These requirements vary depending on the vehicle's year of manufacture.

**Therefore, before beginning any such work, the contractor must always contact the client's repair coordination office to coordinate the procedure.**

# 13 Liability and Warranty

The contractor is fully liable for any work performed incorrectly, including all resulting damage and consequential costs.

The contractor provides a warranty of at least two years on all work carried out.

The contractor is generally liable for any damage to, or theft of, a vehicle while it is in the contractor's workshop. This also includes damage caused by the contractor's employees and any damage occurring during test drives or transfer journeys. If the client or the vehicle user determines within two years after the repair that the work was not carried out properly, the statutory defect rights apply. A reduction of this period is not permitted.

# 14 Price Structure and Remuneration

## 14.1 General Principles

The remuneration of the work listed in this specification is based on the conditions published by the client. A non-limited number of contractors is sought, who may join and leave the contract at any time during the contract term. The conditions described in this document apply throughout.

The provisions of the **Conditions Agreement** apply to all orders, supplemented by the General Terms and Conditions attached as the **annex Repair Order** and printed on the client's repair order form. General Terms and Conditions of the contractor that deviate from the provisions of the orders, the provisions of this agreement, or the General Terms and Conditions of the client shall not form part of the contract, even if the contractor refers to them and the client has not expressly objected.

Accession to the Open-House contract does not entitle the contractor to receive orders.

Rights to which the client is entitled under statutory provisions or other agreements beyond this agreement remain unaffected.

## 14.2 Remuneration Model

To ensure uniform treatment of all contractors, while also taking regional differences in remuneration into account, BwFPS offers a uniform remuneration model.

The current conditions can be found in the **annex Conditions Model**.

The client may adjust the conditions model at any time. Adjustments shall not disadvantage the contractor.

## 14.3 Vehicle Classes and Hourly Rates

Work is calculated according to the relevant vehicle classes and the published conditions. Vehicles with a permissible gross mass of up to 3.5 t are charged at the passenger-car hourly labour rates, or, for electric or hybrid-electric vehicles, at the passenger-car high-voltage labour rate.

Vehicles with a permissible gross mass above 3.5 t are charged at the truck hourly labour rates, or, for electric or hybrid-electric vehicles, at the truck high-voltage labour rate.

Work on bodies and trailers follows the labour rate of the tractor vehicle required to perform the towing. A passenger-car trailer is charged at passenger-car labour rates; a truck trailer is charged at truck labour rates. The same principle applies to work on bodies.

## 14.4 Remuneration of Spare Parts

Required spare parts must be invoiced to the client at the current UPE prices (manufacturer's recommended retail prices) minus the agreed discount. The relevant remuneration is set out in the **annex Conditions Model**.

Adjustments to the parts discount will not disadvantage the contractor.

This provision does not apply where other contractual arrangements — for example vehicle procurement contracts — already exist between the client and the manufacturer. In such cases, invoicing must be carried out in accordance with the framework agreement, and any difference amounts must be settled between the contractor and the manufacturer.

## 14.5 Remuneration of Paint Materials

The relevant remuneration for paint materials is set out in the **annex Conditions Model**.

## 14.6 Remuneration of Lubricants and Operating Fluids

The relevant remuneration for lubricants and operating fluids is set out in the **annex Conditions Model**.

## 14.7 Remuneration of Additional Services

### 14.7.1 Pick-up and Delivery Service

The transport of vehicles (collection and delivery) is remunerated separately. The relevant remuneration is set out in the **annex Conditions Model**.

### 14.7.2 Protective Covers

The fitting of protective covers — for example on seats, steering wheels or gear knobs — is not remunerated separately.

# 15 Accession to the Open-House Contract

Companies wishing to become service partners of BwFPS must complete and send the following documents to the e-mail address kls-onboarding@bwfps.de:

- **Partner Agreement (Annex)**
- **Self-Declaration pursuant to Article 5k of Regulation (EU) 2022/576 (Annex)**
- **Vendor Master Data Sheet (Annex)**

# 16 Sustainability and Ethical Standards

BwFPS places great importance on sustainability, social responsibility and ethical business conduct. Contractors are therefore expected to contribute in the following areas:

- Environmental impact

  Contractors are encouraged to take measures to reduce their environmental impact. In the interest of conserving resources, it is expected that damaged components will be professionally repaired in priority, where legally permissible.

  In all cases, the disposal of material residues and spare parts must comply with all applicable environmental regulations and laws.

- Social responsibility:

  Contractors should promote labour rights, diversity and inclusion, and health and safety in the workplace.

  The basis for this is the set of ILO core labour standards, which aim to ensure decent working conditions and adequate occupational safety and to abolish child labour. The ILO core labour standards constitute international labour and social standards. Compliance with the ILO core labour standards throughout the entire contract term is expected.

- Ethics and Integrity

  Contractors must uphold ethical standards in their business practices, combat corruption and maintain transparent business relationships. A clear declaration of the firm intention to counteract any form of corruption is expected as a condition of participation.

  Compliance with the provisions of the Code of Conduct against Corruption **(annex: Federal Government Code of Conduct against Corruption)** is regarded as binding.

# 17 Invoicing

The following items must be stated on all invoices:

- Open House Nr.: 25/LTU Service, Instandhaltung & Instandsetzung/01
- repair order number
- contact person (company name including logo, telephone number, company address)
- date of acceptance
- start of repair
- end of repair (date of performance)
- date of completion notification to the customer
- demand number (where available)
- item numbers
- place of performance
- licence plate
- vehicle VIN

- date of registration
- release number/order number
- collection by the customer/return delivery of the vehicle
- parts discounts in %

# 18 Digitalisation of the Repair Process

As part of our continuous efforts to increase efficiency and transparency in the service, repair and maintenance process, it is intended to digitalise the repair process. This includes the planning, processing and approval of cost estimates, as well as the entire invoicing process.

During the contract term, the client reserves the right to change the recipient of these documents (e.g. repair orders, cost estimates, invoices) at any time, in order to react flexibly to internal requirements or changing organisational structures. Any changes to the process will be communicated by the client.

To achieve a higher level of digitalisation, it may be necessary for the contractor to use web services provided by specialised service providers. These providers perform services that enable seamless, secure and efficient handling of the processes mentioned for the client.

The contractor undertakes to take the necessary steps within the scope of this digitalisation to ensure smooth integration of the new processes. In particular, the terms of use of the web services must be accepted, provided they correspond to industry standards. In this context, we point out that the client will forward to the specialised service provider all documents and information required for external verification (e.g. agreed conditions and contact details of the contractors). To simplify the process, it is envisaged that the service provider will then set up access to the web services for the contractor.

We are convinced that these digitalisation measures will help to optimise communication and cooperation between the client and the contractor, shorten processing times and ultimately further improve the quality of our service, repair and maintenance performance.

# 19 Binding Nature of the Specification

The requirements and conditions of this specification are binding.