DAIMLER TRUCK

as client. Insofar as Daimler Truck AG concludes the contract on behalf of Daimler Buses GmbH, Daimler Buses GmbH shall be the client

Payment Terms No. 4a - Version 08/2024

Abbreviations: CLT = client, CTR = contractor, VAT = sales tax

1 Payment

The payments of the client (hereinafter: CLT) shall be due 30 days after all the conditions described in Section 1 have been met and the invoice has been issued correctly in accordance with Section 2:

1.1 Advance payment for 15% of the order value:

The advance payment shall be made by the CLT upon receipt of (1) the unconditional acceptance of the order by the contractor (hereinafter: CTR), (2) an absolute (advance payment) suretyship and (3) an advance payment invoice. The absolute suretyship must have been received in the original by a credit institution or credit insurer authorized in the European Union with general place of jurisdiction in the Federal Republic of Germany in accordance with the CLT's model suretyship (see Appendix) to secure the advance payment amount excluding sales tax (hereinafter: VAT). The CLT may reject a guarantor proposed by the CTR for good cause. The suretyship must be subject to German law. The CTR shall bear the cost of the suretyship. The suretyship shall be returned as soon as the CLT has received ownership of the delivery/service item in the amount of the advance payment. The obligation arising from this suretyship expires at that time. An advance payment invoice can only be issued after receipt of the unconditional acceptance of the order and at the earliest 6 months before the delivery/service item is complete.

The following shipping address must be used for the postal dispatch of the suretyship documents, the recovery of the suretyship, the security transfer and the advance payment invoice:

Daimler Truck AG
HPC 201 – V815
Mühlenstr.30
10243 Berlin
Germany

If the contract is concluded for Daimler Buses GmbH as the CLT, the following shipping address must be used for the above-mentioned documents:

Daimler Buses GmbH
HPC 906
P.O. Box 9042
89087 Neu-Ulm
Germany

The billing address for the suretyship documents, security transfer and the advance payment invoice shall be the billing address stated in the order.

1.2 Partial payments

1.2.1 The prerequisite for the first installment payment in the amount of a further 35% of the order value is (1) shipping release by the CLT, (2) complete delivery of the delivery/service item, (3) transfer of ownership and (4) receipt of the first partial invoice. In the first partial invoice the total scope of services of 50% of the order value plus VAT must be shown as the invoice amount; in addition, the amount of the advance payment invoice must be stated separately. The first partial invoice shall be entitled "1st partial invoice according to ZB No. 4a".

1.2.2 The prerequisite for the second partial payment of a further 30% of the order value is (1) the ready-to-use assembly and/or ready-to-use installation of the delivery/service item at the CLT's plant and (2) receipt of the second partial invoice.

1.3 Final payment of the remaining 20% of the order value:

The final payment shall be made after acceptance of the delivery/service item at the CLT's plant and receipt of the final invoice. Only the remaining amount still to be paid is to be shown in the final invoice. Insignificant defects shall entitle the CLT to withhold remuneration in the amount of three times the costs required to rectify the defects.

The due date for the release of the retention shall be 30 days after proof of freedom from defects.

1.4 Further partial invoices are not permitted.

1.5 The final invoice shall be reviewed by the CLT after payment. If the CLT overpays the agreed order amount, the CTR is obliged to repay this overpayment. Payments by the CLT are therefore made subject to reclaiming any overpayments.

2 Invoicing

2.1 Invoices are to be issued plus VAT. This must be shown separately.

2.2 Partial invoices and final invoices per order number must be sent immediately via the incoming channels specified in the Supplier Portal (e.g. Basware, Post) in a single copy to the invoice verification address specified in the order. Invoices must reference the order number and order date.

2.3 The CLT shall generally only pay advance payments and partial payments for order values in excess of EUR 150,000 upon receipt of the advance payment invoice and the partial payment invoices. Requests are accepted from a value of EUR 15,000 plus VAT by the CLT. The partial invoices shall be numbered consecutively.

2.4 The calculation process must be presented conclusively in the invoices in accordance with the order.

2.5 Without the prior written consent of the CLT, which may not be unreasonably withheld, the CTR shall not be entitled to assign its receivables against the CLT or to allow such receivables to be collected by third parties. Consent is presumed to be granted in the event of assignments to companies in which the CLT directly or indirectly holds an interest of more than 50%. Section 354a of the German Commercial Code (HGB) is not affected by this.

Advance payment bond

We hereby assume the absolute suretyship with respect to the Daimler Truck company

Please select the name and address of the Daimler Truck company

from the following contract concluded with

Order no.: Order date:

Delivery/performance of a:

Up to a maximum amount of: EUR

(in words: EUR)

The maximum amount guaranteed is therefore reduced by the amount of the deliveries and services provided by the debtor to fulfil its contractual duty of performance.

We waive the defences of voidability (except in cases of bad faith), set-off, the statute of limitations and failure to pursue remedies pursuant to sections 770 (1) and (2), 771 German Civil Code (BGB). The waiver of the defence of set-off pursuant to section 770 (2) German Civil Code (BGB) shall not apply in the event that the counterclaims are undisputed or have been declared final and absolute. The waiver of the defence of the statute of limitations shall lapse as soon as the contractor is able to put forward this defence.

The only claim that can be asserted against us on the basis of this suretyship is for monetary payment.

The advance payment bond shall be returned once the contractually owed service has been rendered in the amount of the advance payment. The obligation arising from this suretyship shall also expire at this time.

German law applies. Place of jurisdiction is Stuttgart.

Date:

Signatures:

Note

Suretyship documents, security transfer and advance payment invoice must be sent by registered post to the following address:

Daimler Truck AG
HPC 201-V815
Mühlenstr. 30
10243 Berlin

In the case of orders placed with Daimler Buses GmbH, the aforementioned documents must be sent by registered post to the following address:

Daimler Buses GmbH
HPC 906
Postfach 9042
89087 Neu-Ulm