

# DAIMLER TRUCK

as client.

## Payment Terms No. 6 - Version 09/2024

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

### 1 Invoicing for unit price or lump sum contracts

1.1 Invoices must always be submitted separately according to orders and components, stating the order number, the order date and the additional data of the client (hereinafter CLT) to the invoice verification department of the CLT's ordering plant.

1.2 The participation of an authorized representative of the CLT in the determination of the scope of services shall not be deemed an acknowledgement of the claim for remuneration. The CLT expressly reserves the right to review and reclaim overpayments.

1.3 The invoices shall be designated as hourly wages, partial or final invoices according to their purpose.

Invoices and settlement documents can only be checked if the calculation process can be tracked and verified in accordance with the order and service description. A non-verifiable settlement shall only result in the remuneration becoming due for payment by the CLT if the lack of verifiability is not reported within the respectively applicable deadline in accordance with the following sections 2.4 and 3.3.

1.4 The creation of invoices with automatic data processing (ADP) is permitted and desired by the CLT. However, the procedure and the programs must be agreed in writing in advance with the CLT. For tendering, awarding and invoicing (AVA), the CLT uses software that complies with the "Joint Committee for Electronics in Construction" (GAEB).

1.5 If the contractor's (hereinafter CTR) services are not based on a written order, it must submit a written supplementary offer. In this case, invoicing will only take place after conclusion of the contract by means of an order and acceptance of the order under the conditions of the following sections 2 and 3 with reference to the main order.

1.6 The services invoiced by the CTR, including the materials used, must be its property and free of third-party rights.

1.7 Partial final invoices are not permitted.

### 2 Partial invoices

2.1 In addition to Section 16 (1) No. 1 VOB/B, partial invoices are only permissible if the total contract value exceeds EUR 50,000.00 net and the services performed exceed EUR 10,000.00 net.

2.2 Other requirements for payments on partial invoices are as follows: The order acceptance signed unconditionally by the CTR and other documents agreed between the Parties as a prerequisite for payment must be available to the CLT, the invoiced services have been commissioned, the work has been carried out essentially free of defects and the associated statements of work have not been rejected by the CLT due to lack of verifiability.

2.3 Partial invoices must be numbered consecutively and drawn up and submitted in the following form:

- Value of the total services provided to date for the individual order (main order, associated supplements and hourly wage work) excluding VAT, detailed by items, designations, quantity/mass, unit price, total price
- Less an agreed price reduction
- Less 10% security deposit unless a contractual performance

security has been provided.

- Less already requested partial payments, excluding VAT
- Residual value = new partial payment plus VAT, which must be shown separately

2.4 Partial payments shall fall due 30 days after the invoice is received by the CLT.

### 3 Final payments and other payments

3.1 The final invoice contains all service components and consists of the main order, the associated supplements and hourly wage work.

The final invoice must be accompanied by all documents required for auditing (e.g. measurement certificates, billing drawings, parts lists, daily reports, as-built plans, etc.).

3.2 The final invoice must show the full total invoice amount plus VAT. The requested partial invoices shall be listed individually net, plus allocable VAT. The difference between the final invoice and the partial payments made must be shown.

3.3 The final payment is due for payment after the final invoice has been verified, at the latest 30 days after receipt of the same by the CLT. Deviating from this, the final payment shall not be due as long as a required acceptance is not carried out for reasons for which the CLT is not responsible or is justifiably refused by the CLT. This also applies to other payments on the CTR's invoices, except for partial payments. The final payment shall be made less a 5% security deposit from the total invoice amount (net) unless a suretyship has been provided to secure claims for defects.

3.4 After payment, the final invoice will undergo a final verification by the CLT. If the overall result of this is an overpayment by the CLT, the CTR is obliged to repay this overpayment. Final payments and other payments by the CLT are therefore subject to the express reservation of the right to reclaim unjustified overpayments.

### 4 Securities

4.1 Securities provided by the CTR to secure the CLT's claims to fulfillment of the contract and to secure claims for defects shall be made by the CLT withholding the amount from the CTR's payments. The CTR shall be entitled to redeem the withheld amounts by means of a suretyship or by depositing money.

4.2 If the CTR provides a contractual performance security or a suretyship to secure claims for defects, it must be provided by a credit institution or credit insurer licensed in the European Community with general place of jurisdiction in the Federal Republic of Germany. The CLT may reject guarantors proposed by the CTR for good cause. The guarantor must assume an absolute, unlimited suretyship vis-à-vis the CLT under German substantive law. The suretyship must provide that disputes arising from the suretyship must be settled at the registered office of the CLT. Suretyships must be issued in accordance with the CLT's samples.

The suretyship must be issued with the further content that the security claim does not expire before the secured principal claim. The suretyship for claims for defects covers the claims of the CLT regardless of whether a formal acceptance has been carried out or, deviating from this, there is an implied acceptance. The suretyship

shall cover the total amount of the security in a single document. The CTR's right to deposit is not excluded.

The following shipping address must be used for the postal delivery 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**

The billing address specified in the order must be used as the billing address for the suretyship documents, security transfer and the advance payment invoice.

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.

- 4.3 Any unutilized security for claims for defects shall be returned or released by the CLT at the earliest after expiry of the limitation periods for claims for defects at the request of the CTR, provided that all claims for defects asserted by the CLT have been completely fulfilled at this time. The security shall be reduced to the contractually agreed amount but limited to the proportion of the contract sum attributable to the construction services for which the applicable limitation periods have expired. Section 17 (8) No. 2 VOB/B is excluded. All costs of bank suretyship shall be borne by the CTR.

- 4.4 The CLT shall be entitled to avert the CTR's claim under Section 648 BGB, if it is asserted, by providing other security, including through an absolute bank suretyship, to redeem any priority notice or mortgage already registered in accordance with Section 648 BGB by providing corresponding security.

## **5 Requirements under tax laws**

- 5.1 Pursuant to Section 48 of the German Income Tax Act (EStG), the CLT is obligated to remit 15% of the gross remuneration for construction services performed in Germany to the tax authority, unless the CTR submits a certificate of exemption from the competent tax authority, according to which the tax deduction can be omitted.

The CTR undertakes to request the issuance of an exemption certificate from the tax office responsible for it and to upload a scan of this exemption certificate including the tax office master data (your tax number, address of your responsible tax office) to the supplier database (SDB Supplier Data Base) without delay.

- 5.2 The reverse charge mechanism pursuant to Section 13b (2) No. 4 of the German Value-added Tax Act (UStG) does not apply, as the CLT itself does not provide any construction services and thus the requirements pursuant to paragraph 14 of the letter from the German Federal Ministry of Finance dated 03/31/2004.

# Performance bond

We hereby assume the absolute suretyship with respect to

from the following contract concluded with company:

Order no.:

dated:

Delivery/performance of a:

Up to a maximum amount of:

EUR

(in words:

EUR)

The maximum amount guaranteed is equal to 10% of the total order volume.

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 performance bond shall be returned after acceptance of the work or, in the case of purchase agreements, after receipt of the object of purchase. 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**

# Warranty bond

We hereby assume the absolute suretyship with respect to

from the following contract concluded with company:

Order no.:

dated:

Supply/provision of a

Up to a maximum amount of:

EUR

(in words:

EUR)

The maximum amount guaranteed is equal to 5% of the total order volume.

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 warranty bond shall be returned after the warranty period has expired. The obligation arising from this warranty bond shall also expire at this time.

German law shall apply. The place of jurisdiction is Stuttgart, Germany.

\_\_\_\_\_

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**