

DAIMLER TRUCK

as client.

Payment Terms No. 601 - Version 09/2023

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 If an authorized agent of the CLT is involved in determining the scope of services, this shall not be deemed to be an acknowledgment of a claim to remuneration. The CLT expressly reserves the right to audit and demand repayment of any payments made in excess.

1.3 The invoices are to be designated according to their purpose as advance payment, hourly wage, partial or final invoice.

Invoices and settlement documents can only be checked if the calculation process can be tracked and checked 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 objected to within the period applicable in accordance with the following Sections 3.4 and 4.3.

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 with the CLT in advance. 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, 3 and 4 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 Advance payment

The CLT's advance payments shall fall due as follows:

2.1 Advance payment invoice for 30% of order value plus VAT.

2.2 The advance payment shall be made upon receipt of the CTR's unconditional acceptance of the order by the CLT, if the CTR provides a suretyship in accordance with Section 5.2 for all claims arising from the contract, including all claims for contractual performance and defects, in the amount of the advance payment excluding VAT. Invoicing can take place only after receipt of the unconditional order acceptance and no earlier than 6 months before delivery. Advance payment is due 30 days after the invoice is received by the CLT.

Notwithstanding the invoice address provided in this order, the suretyship documents, the recovery of the suretyship, the security transfer and the advance payment invoice are to be sent to the following address:

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

Please continue to send partial invoices and final invoices in good time in a single copy per order number to the invoice verification address specified in the order. Invoices must reference the order number and order date.

2.3 The advance payment amount shall be offset in the first partial invoice.

2.4 The CTR is entitled to demand the advance payment bond back as soon as the services performed without defects exceed the advance payment amount.

3 Partial invoices

3.1 In addition to Section 16 (1) No. 1 VOB/B, partial invoices are only permissible if the total order value exceeds EUR 50,000.00 net and the services performed exceed EUR 10,000.00 net. Deviating from this, the first partial invoice is only permitted if the services performed exceed the advance payment amount plus EUR 10,000.00 net.

In the partial invoice, the total scope of services at the time of invoicing (advance payment plus at least EUR 10,000 net) plus separately reported VAT must be shown as the invoice amount; in addition, the amount of the advance payment invoice must be stated separately.

3.2 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 calculated services must have been commissioned, the work must have been carried out essentially without defects and the associated service specifications must not have been rejected by the CLT due to lack of verifiability.

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

- Value of the total services provided for the individual order so far (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 contract performance security has been provided.
- Less partial payments already requested or made, excluding VAT.
- Residual value = new partial payment plus VAT, which must be shown separately

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

4 Final payments and other payments

4.1 The final invoice contains all service components and is composed of the main order, the associated supplements and hourly wage work.

All documents required for invoice verification must be attached to the final invoice (e.g. measurement certificates, billing drawings, bills of materials, daily reports, as-built plans, etc.).

- 4.2 The final invoice shall show the full net invoice amount plus VAT. The advance payment invoice and the requested partial invoices must be listed individually net, plus the VAT share. The difference between the final invoice and the advance and partial payments made must be shown.
- 4.3 The final payment is due after the final invoice has been verified, at the latest 30 days after receipt of the final invoice by the CLT. Deviating from this, the final payment shall not be due if a required acceptance is omitted 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 advance and 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.
- 4.4 After payment, the final invoice will undergo a final verification by the CLT. If this results in 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.

5 Securities

- 5.1 Securities provided by the CTR to secure the CLT's claims to fulfillment of the contract and to secure claims for defects shall be provided by the CLT withholding payments made by the CTR. The CTR is entitled to redeem the retained amounts by means of a suretyship or by depositing money.
- 5.2 The suretyship to be provided by the CTR (advance payment bond, contract performance or warranty suretyship) 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 a guarantor proposed by the CTR for good cause. The suretyship shall be subject to German law and shall be issued in accordance with the CLT's samples.
- The CRT's right to deposit is not excluded.
- 5.3 Unused security for claims for defects must be returned or released by the CLT at the earliest after the 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 fully fulfilled at this time. The security shall be reduced to the contractually agreed amount but limited to the share of the contract sum attributable to the construction work 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.
- 5.4 The CLT is entitled to avert the CTR's claim under Section 648 BGB, if it is asserted, by providing other security, including an absolute bank suretyship, or to redeem any priority notice or mortgage already registered in accordance with Section 648 BGB by providing corresponding security.

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

Advance payment bond

We hereby assume the absolute suretyship with respect to 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

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