

# DAIMLER TRUCK

## NP.30.10.108 – Commodity-specific Terms and Conditions of Daimler Truck AG for Marketing Services

### 1. Fee

- 1.1 If a total price is agreed, the fee shall be calculated in accordance with the contractual services actually performed, upon proof and taking into account the contractual unit prices and any agreed price changes and discounts. The fee for services designated as the total price is limited by the item text and may not be exceeded without the prior written consent of Daimler Truck AG, hereinafter Client.
- 1.2 The Client is under no obligation to purchase in the amount of the maximum total price. If the actual fee (fee calculated for the contractual services actually performed) falls below the total price in the contractual period, the difference between the actual fee and the total price is forfeited and cannot be carried over to a subsequent period or a follow-up order.
- 1.3 The Contractor shall document the work performed on the Client's performance record forms, specifying the purpose of the service according to type, location and time as well as indicating the full name and job title of the respective person performing the work. These performance records are to be prepared on a daily basis and must be forwarded to the Client's responsible department for approval not later than the following day.
- 1.4 All external costs will be invoiced upon provision of documentary proof without surcharge, unless these are already included in the fee in accordance with the regulations regarding travel and ancillary costs and other agreements. Any kickback payments made by third party providers to the Contractor must be passed on to the Client in its entirety. For further additional costs related to the order, a budget estimate will be calculated, which is invoiced without surcharge based on documentary proof.
- 1.5 Exclusively for the commissioning of event and exhibition personnel & shuttle services, the following is agreed, deviating from clauses 8.6, 9.3 and 9.5 of the "Special Purchase Conditions for Works and Services" and clauses 7.6, 8.3 and 8.5 of the "Special Purchase conditions for Services": If shuttle services are provided within the scope of a contract for work or services, the Contractor undertakes to remunerate its employees deployed for this purpose with an hourly wage (gross) that is at least 35 % above the currently valid minimum wage in accordance with the Minimum Wage Act in Germany. The Contractor agrees with its subcontractors that they remunerate their employees deployed for these shuttle services with the aforementioned hourly wage (gross). This applies both, to employees who are deployed in Germany and to employees who are deployed abroad if the minimum wage valid in the respective country at the time the service is provided is lower than the aforementioned hourly wage (gross).

### 2. Rights of Use over Work Results

- 2.1 The Contractor shall transfer to the Client the exclusive right of use, unlimited in terms of time, content, place, which can be transferred and sublicensed to third parties, concerning all industrial property rights, copyrights or unprotected work results, particularly slogans (hereinafter jointly referred to as "Material"), emerging in connection with this contract. Therefore, the Client has the right to further use the Material for press and advertising purposes. In addition, the Contractor grants the Client all further rights with regard to multimedia use.
- 2.2 The Contractor waives any right for the author to be named or credited as such. The Contractor warrants that the author shall waive its right to be named and credited as the author. The Contractor warrants that the Material supplied is free of any third-party rights.
- 2.3 The Contractor hereby warrants that persons depicted have agreed to the publication. This particularly applies to the use in press and public relations, and in advertising by the Client and third parties.
- 2.4 If no other written agreements are made, the Contractor agrees, while observing the author's moral rights, that the Material may be edited and changed in whole or in part, and in particular that it may be shortened and dubbed (including into other languages), and may be used in different formats than the original version, e.g. in montages or digital photo-editing.
- 2.5 The Contractor undertakes not to provide similar images to other agencies or clients. All Material produced must be delivered to the Client.

### 3. Subcontractors

- 3.1 Exclusively for the commodities "advertising agencies", "photography and image production" as well as "TV ads and other commercial film productions", the following is agreed, deviating from clauses 8.4 and 8.5 of the Special Terms and Conditions of Purchase for Work Services: The Contractor is obliged to ensure, and, at the request of Daimler Truck AG, to submit evidence that, starting at level TIER-5 (sub-, sub-, sub- contractor of a subcontractor), subcontracting sole proprietors and non-trading partnerships (such as Deutsche Gesellschaft bürgerlichen Rechts, GbR) as further subcontractors is ruled out, insofar as service provision is carried out or to be carried out in full or in part by one principal (owner of a sole proprietorship or partner of a non-trading partnership).
- 3.2 In all other respects, the provisions of clause 8 of the Special Terms and Conditions of Purchase for Work Services shall apply.

- 3.3 In the process, the Contractor undertakes to only engage subcontractors up to level TIER-4 (sub-sub-sub-contractors), if status declaratory proceedings to ascertain self-employment are carried out according to § 7 a SGB (German social security code) IV, and provided that they are sole proprietors or managing directors of non-trading partnerships (GbR) and spend more than 50 working days per calendar year, independent of the number of hours worked on these days, on the contractual performance for the Client. The German Pension Fund's decision must be submitted to the Client within three months. Alternatively, a binding decision regarding self-employed status is to be submitted.
- 3.4 At the Client's request, the Contractor is obliged to present the current processing status of the above-mentioned status declaratory proceedings according to § 7 a SGB (German social security code) IV.
- 3.5 If the Contractor decides to use subcontractors for the fulfillment of the contract, the query form for "Checking and reporting subcontractor service time" must be completed prior to an assignment by the Contractor for each individual subcontractor to be used. The completed form must be submitted by the Contractor for information to the Procurement Department responsible for the order/ inquiry and also to the relevant specialist department.
- 3.6 Exclusively for the commissioning of event and exhibition personnel & shuttle services, the following is agreed, deviating from clauses 3.2 – 3.5 of these conditions as well as from clause 8.4 of the "Special Purchase Conditions for Works and Services" and clause 7.4 of the "Special Purchase conditions for Services": If shuttle services are provided within the scope of the contract for work or services, the Contractor undertakes not to commission subcontractors who are sole proprietors (including registered merchants) or partnerships under civil law (GbR) for the service performance, if the services are intended to be provided by a principal (owner of an individual proprietorship or partner in a partnership under civil law (GbR)). Exceptions are permitted in justified individual cases with the prior written consent of the Client.