

Commodity-Specific Terms and Conditions for Machinery and Equipment

Version 01/2025

1. Order detailing

- 1.1 The contractor shall provide DTAG with an itemised price quotation and specific details of the schedule agreed with DTAG without undue delay after the order confirmation.
- 1.2 These documents must comply with the specifications (if there are specifications). They are Contractual Components owed by the contractor.

2. Changes

- 2.1 If the contractor is required to submit a written offer in accordance with clause 3.2 of the Special Purchase Conditions for Non-Production Materials for Work and Services (hereinafter "SPC WS") (hereinafter "Supplementary Offer"), it must be detailed, substantiated and verifiable. Supplementary Offers must be numbered consecutively, must include the order number of the main order and must be submitted to the contact person named first in the order.
- 2.2 Supplementary Offers must be developed on the basis of the agreed prices from the price quotation calculation and presented in a verifiable manner by comparing the price quotation calculation and the supplementary calculation. For this purpose, the Supplementary Offer amount must be shown in a calculable and comprehensible manner by displaying the contractual service/price and the supplementary service/price for comparison, while separately presenting the additional and reduced performance and the associated additional and reduced costs. The same discounts and conditions apply as in the main order.
- 2.3 The Parties shall endeavour to reach an agreement on the supplementary claim before the start of performance of the supplementary service. The contractor shall provide the supplementary service at DTAG's request, even if the Parties have not yet agreed on the remuneration, unless the contractor cannot reasonably be expected to perform it. In the event that the supplementary service is commenced before agreement is reached on the remuneration, the Parties shall subsequently agree on an appropriate supplementary claim.

3. Acceptance

Acceptance requires in particular that the agreed quality and cycle time have been achieved, that any defect reports and other notices of defects have been processed by DTAG, that the documentation has been delivered in full and that proof of the contractual machine capability (MCS) and internal availability has been provided. If proof of the contractually agreed quantities cannot be provided due to a shortage of workpieces, DTAG shall be entitled to postpone acceptance by one month. Accordingly, DTAG may only refuse acceptance in connection with the contractual quantities if doubts about the defect-free function are justified. As long as DTAG does not have a CE certificate, acceptance can be refused.

4. Missed deadlines

- 4.1 If the contractor misses deadlines (in particular milestones) or time limits agreed in writing or if the contractor defaults on its performance in any other way, DTAG may demand a contractual penalty unless the contractor is not responsible for it. The amount of the contractual penalty shall be determined by DTAG at its reasonable discretion. In the event of a dispute, it will be reviewed by the competent court. The amount of the contractual penalty

shall generally be 0.1% of the gross order amount or, in the case of intermediate deadlines/periods, of the service due in each case, for each working day by which the deadline is missed. DTAG shall waive the contractual penalty(s) for the contractor for missing intermediate deadlines/periods provided it adheres to the overall completion date and DTAG has not incurred any additional costs as a result of these deadlines being missed.

- 4.2 Contractual penalties do not have to be reserved for the handling of missed deadlines and the acceptance of the service; DTAG reserves the right to assert them until the final payment.

- 4.3 Further claims for damages or termination by DTAG remain unaffected by this. Any contractual penalties to be paid shall be offset against claims for damages.

5. Quality

- 5.1 The contractor shall set up a quality management system (QM system) to ensure the flawless and consistent quality of the products. The QM system must be organised at least in accordance with the current version of ISO 9001. Proof must be provided by means of certification by an acknowledged certification company. The contractor must inform DTAG immediately in writing if the certification is cancelled.
- 5.2 The contractor shall actively support the product development phase through a cooperation model specified by DTAG, e.g. within the framework of a maturity level assurance (based on VDA-RGA) and provide the necessary resources for this.
- 5.3 DTAG is authorised to examine and evaluate the QM system and the quality assurance measures of the contractor itself or commission a third party to do so (Quality Assurance Audit). This can take place as part of an inspection (e.g. process audit according to VDA 6.7) after prior notification.
- 5.4 The contractor is obliged to counteract the weaknesses or address the areas for action identified in the Quality Assurance Audit or maturity level assurance with suitable quality assurance measures and to implement these in full at its own expense within the specified time frame.
- 5.5 If this is not successful, DTAG may demand that the contractor commissions at its own expense an external and officially authorised business consultant selected by DTAG to rectify the weaknesses and address the areas for action. After DTAG has given its approval, this choice can be left to the contractor. To ensure the successful implementation of the quality assurance measures, DTAG is authorised to carry out a further audit at the supplier's premises itself and/or to commission a third party with such an audit. DTAG's internal costs or those of third parties commissioned by DTAG shall be borne by the contractor, unless the contractor is not responsible for them.
- 5.6 The preceding clause shall also apply in the event of repeated failure to achieve agreed project goals, milestones or maturity levels, in particular failure to meet deadlines or satisfy technical requirements such as cycle times, machine capabilities, technical availability of the machinery/equipment and other requirements in the specifications or other documents.

- 5.7 The assertion of contractual or statutory claims remains unaffected by this.

6. Contractor's other obligations

- 6.1 Concerning drawings provided by the contractor to DTAG within the scope of the cooperation, the contractor irrevocably declares its approval that DTAG may make these drawings available to third parties, whether in paper form or as electronic data, e.g. within the scope of tenders.
- 6.2 The contractor warrants that it has the specialist company status required to carry out the commissioned work in accordance with the German Ordinance on Facilities for Handling Substances that are Hazardous to Water (AwSV) for the entire duration of the work at DTAG. It undertakes to provide corresponding evidence upon request. It shall inform DTAG without undue delay if the specialised company status is withdrawn or expires.

7. Machinery and equipment with IT components

In the event that the service includes software, the following shall apply in addition:

- 7.1 The contractor shall supply the service, including the installed system and operating software with the associated documentation and all other documents required for use, in a ready-to-use condition.
- 7.2 The contractor shall examine supplies and services as well as all data carriers used to provide the services or supplies and services transmitted electronically (e.g. via email or data transfer) for malware (e.g. Trojans, viruses, spyware) using the latest testing and analysis procedures prior to provision or use, thereby ensuring that they are free of malware. If malware is detected, the data carrier must not be used. If the contractor detects malware at DTAG, it shall inform DTAG of this without undue delay. The same obligations apply to any form of electronic communication.
- 7.3 To the extent applicable, the "Terms and Conditions for the Use of Free & Open Source Software in Non-Production Materials" in the version current at the time the contract was concluded, which can be accessed via the Supplier Portal (<https://supplier.daimlertruck.com>), shall apply.
- 7.4 Upon delivery, the contractor shall grant DTAG a non-exclusive, irrevocable, permanent, transferable and sub-licensable right to use the system and operating software, unlimited in terms of territory and content, including for types of use unknown at the time the contract was concluded. A transfer or sub-licensing of the right to use the system or operating software is only possible in connection with the transfer of ownership or provision of the service. The right of use includes the right to edit and maintain the system and operating software and to develop programs that run together with the system and operating software, as well as for third parties to take such action on behalf of DTAG. This clause shall also apply to corrections, patches, updates, upgrades, new versions or similar provided by the contractor as well as updated documentation (collectively "Updates") which replace or supplement the previously provided system and operating software.