

# DAIMLER TRUCK

## NP.30.10.133 – Commodity-specific contractual conditions of Daimler Truck AG for port operators and vehicle logistics centers (VLC)

### 1. Subject Matter

The subject matter of these conditions is the provision of logistical services within the framework of vehicle distribution to specific locations, ports or VLCs.

### 2. Placement of Orders

2.1 Orders shall be placed in the form of Release Orders. These shall be specified separately by advice note each day. The advice notes shall be issued by the approved clients.

2.2 An advice note shall include vehicle type, weight and the date for delivery to the recipient.

2.3 The specified collection and delivery dates or transit dates are fixed deadlines that must be complied with.

2.4 An order counts as accepted if the contractor does not reject it without undue delay.

### 3 Validity of the Operations Manual

For the handling, loading and storage of DTAG vehicles, the contractor shall comply with the provisions of the Operations Manual while taking into account the latest technological developments.

This information is available from the DTAG Supplier Portal

(<https://supplier-portal.daimler.com/portal/truck-de>) in the Download area under Worldwide Transportation. The contractor may view it here at any time. DTAG has the unilateral right to amend the provisions of this Operations Manual.

DTAG shall notify the contractor via email of any changes to the Operations Manual, indicating the new version number and providing an overview of the relevant changes in advance. These changes become effective 14 days after such notification is sent.

### 4. Authorization

Where the contractor is required to issue declarations on behalf of DTAG during the fulfillment of its contractual obligations towards third parties, express authorization for this must be issued in advance. This authorization may only be used for the purposes expressly defined in the respective authorization.

### 5 Substitute Performance

If the contractor is prevented from fulfilling its contractual obligations for whatever reason, DTAG is entitled to have these services performed by a third party or by its own employees. DTAG can use the contractor's resources for this purpose.

Use of equipment shall be remunerated by DTAG provided that the contractor is not responsible for the disruption of operations. In such cases, the contractor is not entitled to assert performance remuneration claims for the services rendered by DTAG.

### 6 Delivery

The contractor shall ensure that vehicles are disposed and delivered or handed over on time according to the specifications for each advice note.

Where authorized companies issue special orders to the contractor which make it impossible to comply with the dates given in the advice notes, these special orders shall take precedence over the transport terms given in the advice notes.

The contractor is obliged where necessary to provide evidence that a corresponding valid special order had been made by an authorized company.

### 7. Key Performance Indicators

A system may be agreed to exactly determine and measure service quality. The corresponding measurement procedures, quality standards and consequences are described where necessary in the Operations Manual. Contractual penalties may be agreed alongside or instead of Key Performance Indicators.

### 8. Subcontractors

8.1 The contractor may only engage subcontractors to fulfill the contractual obligations in whole or partially with the prior written consent of DTAG.

8.2 DTAG's consent to a subcontractor engagement can be given subject to conditions. DTAG shall be entitled at any time to revoke its consent in regard to each subcontractor with immediate effect in particular, if in a procedure of determination of the subcontractor's Principal status pursuant to social-insurance law (in accordance to section 7a of the German Code of Social Law IV) it is emphasized according to an official hearing or a decision of the German statutory pension insurance scheme (Deutsche Rentenversicherung) that a dependent employment is foreseeable.

8.3 The contractor shall require the subcontractors engaged to give the same undertakings as it has itself given to DTAG, particularly with regard to confidentiality and data protection.

8.4 The contractor assures that none of its subcontractors will contract with a Sole Proprietorship or with a Civil Law Association (as a sub-subcontractor), if the service is in whole or partially performed by the Principal (Proprietor of a Sole Proprietorship or Partner of a Civil Law Association). That applies as well in regard to all other subcontractors of the subcontractor's subcontractors.

8.5 The contractor assures that the prohibition in section 8.4 will be followed in the complete chain of all subcontracting and subsubcontracting.

8.6 Furthermore the contractor assures that in the complete chain of all subcontracting every of its subcontractors and sub-subcontractors fulfill he demands by law in regard to the minimum wage for whose employees.

- 8.7 On request of DTAG the contractor shall provide DTAG an explanation which subcontractor and subsubcontractor in the complete chain is or has been engaged in fulfilling in whole or partially the contractor's obligation against DTAG.
- 8.8 The contractor shall be liable to DTAG for the fault of subcontractors and vicarious agents as it would be for its own fault.
- 8.9 If the contractor acts in opposite to one of the above named obligations, assurances or exception of acceptance in section 8.1 to 8.7, the contractor is liable to DTAG for all damages DTAG suffers. Furthermore the parties agree that every contractor's breach of the content of this section 8 is good cause which entitles DTAG to terminate the contract between the parties with immediate effect.

## 9 Capacity and Planning

- 9.1 DTAG shall list its capacity figures for each site according to planning or history. This shall serve as an indicator of capacity, and is not a binding figure. No minimum sales or minimum transport figures have been agreed.
- 9.2 Should the contractor be unable to adapt directly to changed capacity limits outside the agreed bandwidths, it shall be obliged to inform DTAG of this within three working days. Otherwise the capacity overrun shall count as agreed.
- 9.3 If the contractor refuses to carry out orders, this shall be deemed to be non-performance of contractual duties. DTAG shall then be entitled to buy in cover performance from other service providers. Any additional costs thus incurred over and above the charges agreed with the contractor shall be borne by the contractor, as loss incurred by DTAG.

## 10 The contractor's information obligations and DTAG's control rights

- 10.1 The contractor is obliged to inform the party commissioning the transport service of all special events relating to the execution of orders. This includes the dates of delivery as well as all losses. All consignment data is to be supplied in the agreed electronic data format and archived, at least in electronic format, for at least five years. If requested by DTAG in an individual case, the contractor shall provide a hard copy version of the electronically archived documents free of charge.

The contractor shall keep its data in the DTAG service provider database up to date, checking that they are up-to-date at least twice a year and updating them if necessary. DTAG is entitled to request further information from the contractor.

Further requirements concerning the duties to provide information can be agreed in the relation conditions or if necessary in a specification.

- 10.2 DTAG is entitled to check the performance of services specified in this Agreement at the contractor or its subcontractors at any time, either itself or through third parties. This includes in particular compliance with legal requirements on minimum wages, on the avoidance of illegal employment and on driving and rest times as well as quality and sustainability standards by the contractor. Where defects are discovered, DTAG shall notify the

contractor accordingly. In this case, the contractor shall take care to ensure that such defects are corrected without delay. Upon notification of a defect, the contractor shall immediately provide Daimler with a documented plan stating how the defect will be corrected.

## 11. Liability

- 11.1 The contractor is liable to DTAG as a warehouse keeper for all services performed according to this Agreement while the vehicles were in its custody.
- 11.2 The contractor's custody begins with the unloading of the incoming vehicles and ends with the transport-secure loading of the vehicles to be shipped on the appropriate means of transport, such as ship, train or truck. Since the contractor is contractually responsible for managing the documentation for the acceptance and handover of the vehicles, a vehicle is deemed to have been accepted in a complete (including accessories) and undamaged condition if, when accepting the vehicles, the contractor does not record damage or other defects, including missing parts, in the corresponding freight documents.
- 11.3 Where the contractor is obliged to note obvious discrepancies such as defective wheel rims, shock absorbers or accessories as part of the inward inspection in accordance with the technical specifications, the contractor is not liable for any such findings upon receipt of goods. The Operations Manual specifies the individual limits of responsibility upon acceptance of vehicles with regard to loading and unloading. These limits are defined for each means of transport or type of vehicle.
- 11.4 This scope of liability also applies explicitly to the provision of vehicles at and from the site where further services are provided which are subject to other conditions according to the Blanket Order.
- 11.5 The limitation period shall be two years, beginning either with the documented end of the storage period or from the date when DTAG receives notification of loss or damage. In the event of intention or gross negligence, the limitation period shall be three years, beginning with the delivery, or with DTAG becoming aware of the damage.

## 12. Insurance

The contractor must ensure, and must prove on demand, that it is maintaining liability insurance corresponding to the liability set out in this Agreement. DTAG is entitled to demand evidence of the contractor's insurance cover.

## 13. The Contractor's Employees

- 13.1 The contractor may only use foreign workers who require a work permit in performance of its contractual duties if they are contractor's employees. Such workers must also be in possession of residence and work permits which are valid for the territory and the period covered by the work to be performed. The contractor must satisfy itself that these requirements are met before assigning tasks to these employees.
- 13.2 By signing the order confirmation to accept this order or by accepting DTAG's order in an electronic way (in accordance to the eAccept-Agreement), the contractor declares to DTAG, that a) the contractor has not been

investigated under the German Posted Workers Act (Arbeitnehmer-Entsendegesetz) or b) such investigations have ended without result.

- 13.3 The contractor undertakes to pay the minimum wage plus agreed supplements including the contributions for social insurance, promotion of job creation and payments to protect the social insurance for employees and those in marginal part-time employment, within the scope of the statutory provisions and collective pay agreements, particularly the provisions of the Posted Workers Act and of the relevant collective pay agreements.
- 13.4 The contractor also undertakes to inform DTAG if it becomes the subject of an investigation by the relevant authorities in respect of violation of the regulations pertaining to work permits or residence permits, or for a breach of the Posted Workers Act.

#### **14. Miscellaneous**

- 14.1 The contractor must notify DTAG immediately of any imminent or executed seizure or attachment of the vehicles or parts and must provide the documentation necessary to secure their release. The costs of measures to lift the seizure or attachment, including any attorney's fees or court costs, shall be borne by the contractor, so far as the contractor is accountable for the seizure or attachment.
- 14.2 If the contractor is entitled to use DTAG brands to label its site, this shall require an independent written agreement with DTAG.