

# DAIMLER TRUCK

## NP.30.10.134 – Commodity-specific transport conditions of Daimler Truck AG for materials and parts

### 1. General performance obligations

- 1.1 The transport service provider (hereinafter “TDL”) owes the undamaged and timely delivery for the commissioned transports. Insofar as, exceptionally, customs clearance is also mandated, it is a separate service.
- 1.2 TDL will carry out all orders placed with it carefully and conscientiously to ensure damage-free and punctual delivery. It provides sufficient capacity for this, with both sides aware of the need to compensate for highly fluctuating capacities.
- 1.3 TDL ensures that all necessary permits and permits etc. are in place to perform the respective services.
- 1.4 In the case of cross-border transport, TDL assists DTAG and suppliers, insofar as they are loaders, in obtaining the proper transport and thus also delivery proof to prove the VAT exemption for the respective delivery of goods.
- 1.5 The details of the performance obligations are listed in the functional specification, including, if necessary, for such complementary services as packaging, storage, securing and handling, all of which are considered to be part of the transport.
- 1.6 Insofar as the TDL carries out pick-ups from suppliers of the DTAG Group, the DTST shall apply in addition. DTAG has a unilateral right to determine the performance of this DTST in accordance with Section 315 of the German Civil Code (BGB). If there are changes in the forwarding process, DTAG will do so with at least two months of lead time with share.
- 1.7 Orders under these terms and conditions may only be placed by the mentioned companies of the DTAG Group. The concrete orders are independent of Daimler’s possible previous plans. An order is binding only for the issued, singular transport. It is regularly specified by an Avis or the establishment of a specific roadmap. The form, content and lead time of the order are based on the functional specification. Third parties, parties not designated in this contract, may not place orders, they may at most be designated in the functional specification as possible messengers for DTAG orders to the TDL.

Orders are scheduled regularly. An order shall be deemed to have been accepted if TDL does not immediately object to an Avis. In the case of regular orders, which are then agreed in the functional specification, the order shall be deemed to have been accepted if TDL does not immediately object to the planned collection. The details of the time sequence are determined in the functional specification. According to the understanding of the parties, an objection may only be raised exceptionally and for good reason. If a service

is threatened with failure or delivery obstacles are apparent, DTAG must be notified immediately. If TDL refuses to carry out commissioned transports without justification or does not appear within 30 minutes of the expiry of the agreed collection time, this is a non-fulfilment of the contractual obligations that entitles DTAG to commission a cover transport at the expense of the service provider with regard to possible additional costs.

### 2. Special services

- 2.1 Special services can only be agreed in the context of normal forwarding activities between the parties under this contract. Details are included in the functional specification exclusively. They are always part of the agreed transport service.
- 2.2 No special services are the activities of storage, packing, in particular of containers, handling and possible transport-related intermediate buffering of goods.

### 3. Obligations to cooperate of DTAG

- 3.1 DTAG shall act on cooperation in good time, insofar as these are contractually agreed.
- 3.2 TDL has to draw DTAG’s attention to a lack of participation and assign it. Without any reference to such a deficit, DTAG is not in a state of default and cannot be called upon for lack of cooperation.

### 4. Subcontractors

The following sections 4.1 – 4.3 and 4.5 shall apply only to subcontractors employed for DTAG in Germany in the performance of this contract and on behalf of TDL.

- 4.1 In principle, TDL is not entitled to commission sole proprietors, one-person companies, civil law companies or comparable foreign companies as subcontractors in the case of transport to or from a German loading or unloading location.
- 4.2 This does not apply to sole traders and BGB companies under the German Civil Code, which were provisionally approved by DTAG before their use and in which the TDL expressly undertakes to carry out without delay a status determination procedure (Statusfeststellungsverfahren) with regard to the principal (owner of a sole proprietorship or BGB company under the German Civil Code) in accordance with the statutory provisions and to inform DTAG of the result and any interim notices or hearings in writing. Should a negative decision of the German Statutory Pension Insurance Scheme (Deutsche Rentenversicherung) become apparent, DTAG is entitled to revoke the approval at any time. TDL and DTAG agree that a breach of these obligations by TDL is an important reason that entitles DTAG to terminate the respective relation or the framework agreement.

- 4.3 Furthermore, the TDL is entitled to commission subcontractors, but must provide by contract and, at DTAG's request, prove that no subcontractor entrusts sole proprietors, one-person companies, BGB companies under the German Civil Code or comparable foreign companies as subcontractors (Sub-Subcontractor). The TDL vouches for this ban on use is observed throughout the chain of all Sub-Subcontractors. The TDL shall oblige the subcontractors employed in accordance with its own obligations towards DTAG, in particular with regard to confidentiality and data protection. TDL is liable to DTAG for the fault of the subcontractors and assistants it appoints, as well as for its own fault.
- 4.4 TDL will provide DTAG with the list of subcontractors involved in fulfilling the order for DTAG at any time on a pro-long period. The list of subcontractors includes at least information on the address, the form of the company and the intended use.
- 4.5 The TDL agrees to ensure that each of its subcontractors and Sub-Subcontractors throughout the chain meets the legal minimum wage requirements for its employees.
- 4.6 TDL is responsible for ensuring that subcontractors are familiar with all the details of the contract processing, special features per plant, per vehicle type, etc.
- 4.7 DTAG is entitled to object to the use of a particular subcontractor.
- 4.8 If the TDL violates any of the aforementioned obligations or assurances, it shall be liable toward DTAG for all damages resulting therefrom. In addition, the parties agree that such a breach constitutes an important reason for DTAG to terminate without notice the existing contract with the TDL in accordance with section 9.

## 5. Compensation

- 5.1 The remuneration is determined in accordance with the provisions of the blanket order / purchase order and the price sheet. The price sheet also provides in this respect if a transport is paid pro rata by various DTAG companies.
- 5.2 Supplements to the agreed prices are paid only if they are expressly specified in the price sheet.
- 5.3 All agreed remunerations are in principle exclusive of statutory value added tax (VAT) or other comparable indirect taxes. This does not apply in case of a VAT exemption or a transfer of place of taxation with a transfer of VAT liability (so-called reverse charge) or if the statutory VAT/comparable indirect tax is not neutral for DTAG or for the companies affiliated with DTAG, i.e.. DTAG or the companies affiliated with DTAG cannot deduct it as input VAT from its respective VAT liability. In this case, the agreed remunerations are understood as gross prices including these taxes and duties. Insofar as an invoice showing statutory VAT has to be issued, the invoices must be issued in accordance with the applicable legal provisions in such a way as to enable DTAG or the companies affiliated with DTAG to deduct the VAT as input VAT.

## 6. Control rights of DTAG

- 6.1 During the business hours of the TDL, DTAG may check at any time itself or through third parties whether the corresponding shipment and billing data are correct and that the processes are running smoothly. DTAG will

notify TDL of any errors that have been detected, and TDL will immediately submit a report on the correction of the errors.

- 6.2 DTAG is entitled to audit the processes at TDL and its subcontractors upon prior notification.

## 7. Liability

- 7.1 Liability differs according to the modes of transport used:

- or road transports within Germany, liability under the German Commercial Code (HGB) applies with the proviso that the liability standard for the custody liability is raised to 40 SDR/KG gross weight of the consignment.
- The principles of the CMR apply to international road transport.
- For international sea freight contracts, the provisions of Section 477 et seq. HGB applies with the proviso that the corresponding liability rules of this contract apply to road transport in the case of corresponding preor post-runs on the road. In case of preor postruns on railway the corresponding liability rules of this contract for railway transport apply to the preor post-run; in case of preor post-runs on inland waterway vessels the corresponding liability rules of this contract for transport on inland waterway vessels apply to the preor post-run the corresponding liability rules of this contract apply to road transport in the case of corresponding preor post-runs on the road. The provisions of the German Commercial Code (HGB) also apply to shipments to or from the United States of America. The parties hereby expressly agree that the US COGSA or Hague Rules regulations shall not apply to these consignments, provided that it can be ascertained that the damage or loss occurred on a sea transport route to or from the United States, or that the damage or loss occurred during transport to or from a Container place or a container transshipment station in one or immediately thereafter to a sea port as either a port of loading or unloading in the United States.
- Liability for air transport is governed by the Montreal Convention, with the exceptions set out in this Treaty. If, due to the airport of departure or destination, the Warsaw Convention or the Hague Protocol are applicable, these shall apply, but also with the exceptions then agreed herein. Liability for preor post-running on the road in connection with air freight is again governed by the liability rules of this contract for road traffic. If preor post-runs to the air transport on railway or inland waterway vessels take place out of the airport the liability for these preor post-runs is governed by the corresponding liability rules of this contract for transports on railway or inland waterway vessels. Liability for air freight, including preand post-runs, shall be 40 SDR/KG of the gross weight of each loading unit in the event of damage, loss or delay. If liability is higher in accordance with the standards set out in the Warsaw Convention or the Hague Protocol, either the Agreement or the Protocol shall apply to this specific case, depending on which standards are applicable.

- Liability for national rail transport is governed by
  - the German Commercial Code (HGB), for international rail transport it is governed by the CIM' specifications, in both cases with the proviso that the liability standard shall be 40 SDR/KG of the gross weight of the shipment in the event of damage, loss or delay. This applies in the same way to preor post-runs to the railway transport if such preor post-runs are agreed on.
  - Liability for transport on inland waterway vessels in Europe is governed by the CMNI' specifications. Insofar as road transports are also agreed in the run-up to or after the race, the rules of the here-based liability for road transport also apply.
  - Liability for goods handling shall be determined in the case of a seaport on the terms of applicable road liability, in the case of an airport, by the commonly applicable 40 SDR/kg liability for air freight. Loading and unloading is part of the transport service, unless otherwise stipulated in the functional specification
  - If multimodal transports have been agreed, sections 452 et seq. HGB apply. If it is not possible to assign the damage to a section of the route, the provisions on German road transport shall apply if such was a component of the contract.
- 7.2 The custody of the TDL begins with the takeover of the goods resting on the loaded vehicle, if TDL is not responsible for the loading. Otherwise, the care begins with the start of the loading process. It shall end with the placing of the loaded vehicle at the designated unloading site or, if TDL is obliged to unload, with the end of the loading and the storage of the goods on the intended unloading site.
- 7.3 Insofar as liability limitations are agreed in this contract and its facilities, these shall not find any application in the case of intent and gross negligence or recklessness in the case of transports and – regardless of the degree of fault – in the case of damage resulting from injury to life, body and health, in the event of violation of data protection obligations, guarantees, infringement of third-party rights or other mandatory legal liability.
- 7.4 TDL is liable for the subcontractors/vicarious agents employed by it as well as for its own fault.
- 7.5 The market value of the goods is determined regularly after the purchase invoice, which was submitted to the recipient for this purpose.
- 7.6 DTAG's liability as a customer in accordance with Section 414 of the German Commercial Code (HGB) due to, for example, defective packaging or labelling, due to incorrect or missing data, also on the shipping documents, due to the lack of information on goods or missing documents or data is limited to 8.33 SDR/KG gross weight of the affected consignment, maximum per case of € 200,000.
- 7.7 If damages are not dutifully documented by TDL or documents are incomplete or missing for which TDL is responsible, the burden of proof at TDL is that the damage did not take place in its custody. Dutifully documentation means that the name and signature of the receiver must be recognizable on the transport document, that the place and time are registered, that pictures of the damage exist and that a copy of the specialist documentation, if possible also of the delivery note, is attached.
- 7.8 If a delay in the processing is foreseeable for the TDL, the TDL must inform DTAG immediately. As a general rule, there is a delay if DTAG proves for the affected plant that a production delay or even a production failure has occurred due to the delayed delivery. There is no need to prove a specific amount of damage, especially since this would require the disclosure of trade secrets.
- 7.9 Liability for load carriers, namely their damage or loss, is equal to liability in the event of damage and loss of goods. TDL meet the same documentation requirements here. The value calculation for damaged or lost load carriers is specified in the functional specification.
- 8. Insurance**
- 8.1 TDL shall cover the liability under this contract with an insurance company. Further requirements on the amount of insurance in individual cases can be specified in the functional specification.
- 8.2 DTAG is entitled at any time to demand proof of the existence of the insurance.
- 9. Termination**
- An extraordinary termination is permitted on the part of DTAG if a lack of performance of the TDL jeopardizes the provision of services, if the service levels are substantially violated, if the TDL has violated the confidentiality rules or compliance rules of this contract or uses subcontractors in violation of the contract.
- 10. Miscellaneous**
- 10.1 DTAG is entitled to verify compliance with legal requirements for minimum wage, to avoid illegal employment and drive and rest times as well as quality and sustainability standards by the TDL in the context of audits. In this respect, TDL undertakes to grant the minimum wage laid down within the framework of the statutory and collective provisions, in particular the Workers' Posting Act, as well as agreed supplements including contributions to social security, employment promotion and social security expenses to employees and minor employees.
- 10.2 DTAG applies the sustainability standards to all suppliers and service providers worldwide, which can be viewed in the DTAG Supplier Portal in the Download Area World Wide Transportation. These standards are always the basis of the contract with TDL.
- 10.3 The legal lien of the TDL in goods of DTAG is excluded. TDL shall immediately notify DTAG of any imminent or completed confiscation or seizures of the goods, with the addition of the documents necessary for the effect of the release.
- 10.4 Insofar as the General Purchase Conditions of Daimler Truck AG are additionally applied, this shall apply with the proviso that the formal requirements set out therein are replaced by this agreement of the parties. The TDL receives information on dangerous goods from DTAG. DTAG's liability under this contract is governed exclusively by the provisions of these terms and conditions, in so far divergent from the statutory provisions.

General Terms and Conditions of the TDL do not apply.  
The same applies to the inclusion of the ADSp and  
General Terms and Conditions of the Bill of Lading.

- 10.5 TDL is not entitled to transfer rights under this contract individually or in total to third parties, as long as DTAG has not agreed to do so.