

Commodity-Specific Transport Terms and Conditions of Daimler Truck AG for Material and Parts

Version 07/2024

1. General performance obligations

- 1.1 The transport service provider (hereinafter referred to as "TDL") is responsible for the timely delivery of the undamaged transported goods for the commissioned transports.
- 1.2 TDL's performance obligations arise from these Commodity-Specific Transport Terms and Conditions of Daimler Truck AG for Material and Parts (hereinafter referred to as "these Terms and Conditions") and from the service description that TDL receives for each contract (purchase order or purchase contract). Services that are not listed in the service description are not part of the contract.
- 1.3 If, by way of exception, customs clearance services are also commissioned, this shall be a separate service. These conditions do not apply to the customs clearance service. If, by way of exception, customs clearance and transport services are commissioned at the same time, these Terms and Conditions shall only apply to the transport service and not to the customs clearance service.
- 1.4 TDL will carry out all orders placed with it carefully and conscientiously in order to ensure damage-free and punctual delivery. It shall make sufficient capacity available for this purpose, whereby both parties are aware of the need to compensate for strongly fluctuating capacities.
- 1.5 TDL shall ensure that all necessary permits and authorisations etc. required to carry out the respective services are in place.
- 1.6 In the case of cross-border transport, TDL supports DTAG and the material and parts suppliers (hereinafter referred to as "suppliers"), insofar as they are shippers, in obtaining the proper transport documents and thus also proof of delivery to prove the VAT exemption for the respective delivery of goods.
- 1.7 TDL shall provide the means of transport and equipment required for the fulfilment of its performance obligations. If DTAG places special requirements on the means of transport and/or equipment, such as the use of a specific type of vehicle, this will be specified in the service description.
- 1.8 Loading and unloading of the means of transport is part of the transport service, unless otherwise stipulated in the service description. In sea and inland waterway transport, loading on deck is not permitted unless otherwise agreed in individual cases.
- 1.9 TDL must check the accepted goods before departure and document any damage. Mandatory documentation means that the name and signature of the consignee must be recognisable on the transport document, that the place and time are registered, that pictures of the damage exist and that a copy of the specialist document and, if possible, the delivery note is enclosed.
- 1.10 If TDL carries out collections from suppliers of Daimler Truck companies, the Daimler Truck Special Terms (DTST) in the version current at the time the contract is concluded shall also apply, unless the contract provides for a different version. The provisions of these Terms and Conditions shall take precedence over the provisions of the DTST. The DTST can be found in the DTAG Supplier Portal at <https://supplier.daimlertruck.com/> in the "Purchasing Conditions" section. They can be viewed there by TDL at any time.

DTAG has a unilateral right to determine performance for the contents of the DTST in accordance with § 315 German Civil Code (BGB). In order to make use of this right, DTAG will communicate the changes to the DTST to TDL by e-mail and/or via other agreed communication channels (e.g. proQ), stating the new version status and an overview of the respective changes in advance.

- 1.11 The amendments within the meaning of Section 1.10 shall become effective 14 calendar days after the message is sent and shall be deemed to have been accepted by TDL unless TDL objects within this period. An objection by TDL is only permissible if TDL provides important reasons for the objection and the change in question does not fulfil the requirements of § 315 BGB.
 - 1.12 Orders or instructions under these Terms and Conditions may only be issued by the Daimler Truck companies named in the contract. The specific orders are independent of any previous planning specifications of DTAG. An order shall only be binding for the individual transport operation. It is regularly concretised by an advice note or the definition of a specific timetable. The form, content and lead time of the order are based on the service description. Third parties not named in this contract cannot place orders; at most, they can be designated in the service description as possible messengers for the DTAG orders to TDL.
 - 1.13 Orders are notified to TDL by DTAG or, if agreed, by the supplier from whom the goods are to be accepted. An order is deemed to have been accepted if TDL does not immediately object to a notification. In the case of regular orders, which are then agreed in the service description, the order is deemed to have been accepted if TDL does not immediately object to the planned collection of transport goods. The details of the time schedule are defined in the service description.
 - 1.14 DTAG and - if the supplier has notified TDL of the order - the supplier must be informed immediately if there is a risk of service cancellation or if delivery obstacles are identifiable.
 - 1.15 If TDL refuses to carry out commissioned transports without justification or does not appear at the agreed pick-up location within 30 minutes of the agreed pick-up time, this is a non-fulfilment of the contractual obligations, which entitles DTAG to commission a covering transport at the expense of TDL with regard to possible reasonable additional costs, if necessary also for faster alternative modes of transport. The TDL may exempt itself from bearing the additional costs if it can prove that the non-fulfilment is not due to reasons for which TDL is responsible.
 - 1.16 Delivery without the presence of the recipient or DTAG (e.g. authorised night deliveries) is only permitted after express agreement with DTAG.
- ### 2. DTAG's duty to co-operate
- 2.1 DTAG shall co-operate in a timely manner insofar as this is contractually agreed.
 - 2.2 TDL shall draw DTAG's attention to a lack of co-operation and point it out. DTAG is not in default and cannot be held liable for a lack of co-operation if it is not made aware of such a deficit.

3. Subcontractor

The following Sections 3.1-3.3 and 3.5 only apply to subcontractors who are deployed in fulfilment of this contract and on behalf of TDL for DTAG in Germany.

- 3.1 In the case of transport from or to a German loading or unloading location, TDL is generally not authorised to commission sole proprietors, one-person companies, civil law companies or comparable foreign companies as subcontractors.
- 3.2 Section 3.1 does not apply to sole proprietors and civil law companies that have been provisionally authorised by DTAG prior to their use and for which TDL expressly undertakes to immediately carry out a status determination procedure (Statusfeststellungsverfahren) with regard to the principal (owner of a sole proprietorship or shareholder in a civil law company) in accordance with the statutory provisions and to inform DTAG immediately in writing of the result and any interim decisions or hearings. Should a negative decision by the German Statutory Pension Insurance Scheme (Deutsche Rentenversicherung) become apparent, DTAG is entitled to revoke the authorisation at any time. TDL and DTAG agree that a breach by TDL of these obligations constitutes good cause which entitles DTAG to terminate the respective relation or the contract.
- 3.3 Apart from that, TDL is authorised to commission subcontractors, but must contractually ensure and, upon request by DTAG, prove that no subcontractor commissions sole proprietors, one-person companies, civil law companies or comparable foreign companies as subcontractors (sub-subcontractors). TDL is responsible for ensuring that this prohibition of use is observed throughout the entire chain of all other subcontractors. TDL shall obligate the subcontractors used in accordance with its own obligations to DTAG, in particular with regard to confidentiality and data protection. TDL shall be liable to DTAG for the fault of the subcontractors and of persons of whose services they avail themselves in order to perform their obligation as for its own fault.
- 3.4 Upon request, TDL shall provide DTAG at any time with a list of those subcontractors who will be involved in the fulfilment of the order for DTAG. The list of subcontractors shall include at least details of the address, company form and purpose of use.
- 3.5 TDL agrees to ensure that each of its subcontractors and other subcontractors in the entire chain will fulfil the statutory minimum wage requirements for their employees.
- 3.6 TDL is responsible for ensuring that the subcontractors are familiar with all details of order processing, special features per operating site, per vehicle type, etc.
- 3.7 DTAG is authorised to object to the use of a specific subcontractor.
- 3.8 If TDL breaches any of the aforementioned obligations or warranties, it shall be liable to DTAG for all resulting damages. Furthermore, the parties agree that such a breach constitutes an important reason which entitles DTAG to terminate the existing contract with the TDL without notice in accordance with Section 8.

4. Remuneration

- 4.1 The remuneration is determined in accordance with the provisions of the contract and the price sheet. The price sheet also specifies if a transport is paid for proportionately by different Daimler Truck companies.
- 4.2 Surcharges on the agreed prices shall only be paid if these are expressly stipulated in the price sheet.
- 4.3 All agreed remunerations are generally subject to the statutory value added tax or other comparable indirect taxes. This does not apply if a VAT exemption or a transfer of the place of performance with transfer of tax liability (so-called reverse charge) applies or if the legally owed VAT/comparable indirect tax is not tax-neutral for DTAG or for the companies affiliated with DTAG, i.e. cannot be deducted by DTAG or the companies affiliated with DTAG from

their respective tax liability. In this case, the agreed remuneration shall include these taxes and duties. Insofar as an invoice is to be issued showing legally owed VAT, the invoices are to be issued in accordance with the applicable statutory provisions in such a way that they allow DTAG or the companies affiliated with DTAG to deduct input tax.

5. Control rights of DTAG

- 5.1 During TDL's business hours, DTAG may, after prior notification or in the event of concrete suspicion of misconduct by DTAG without prior notification, check itself or through third parties whether the corresponding shipment and billing data are correct and the processes agreed between DTAG and TDL are running smoothly. TDL is obliged to grant DTAG the right to check compliance with the processes agreed between DTAG and TDL regarding the subcontractor's performance by contractual agreement with its subcontractors. This right may be exercised by DTAG itself or through third parties after prior notification.
- 5.2 DTAG will inform TDL of any errors detected, whereupon TDL will send a report on the rectification of the errors without undue delay.

6. Liability

- 6.1 TDL is liable to DTAG for damages, in particular for damage to goods and loss while in its custody within the scope of the respective individual transport - including transport-related interim storage - as well as due to exceeding the delivery deadline, in accordance with the statutory German regulations. However, the following provisions shall apply, unless otherwise stipulated by mandatory or fixed legal provisions.
- 6.2 The provisions of the German Commercial Code (HGB) shall also apply to shipments to or from the United States of America. The parties hereby expressly agree that the provisions of the US COGSA or the Hague Rules shall not apply to such shipments if it can be established that the damage or loss occurred on a maritime transport route to or from the USA or during a transport to or from a container yard or a container handling station in or immediately adjacent to a seaport as either a port of loading or unloading in the USA.
- 6.3 Insofar as international agreements, such as the CMR, CIM, MÜ, WA or CMNI, are mandatory for cross-border transports, their liability regulations apply exclusively. **If there are no mandatory liability regulations, TDL's liability is increased to 40 special drawing rights for road transports to which the regulations of the HGB apply and to 17 special drawing rights for domestic German rail transports for each kilogramme of the gross weight of each loading unit of the damaged or lost goods.**
- 6.4 In the context of multimodal transport, TDL's liability for damage to goods and loss as well as for exceeding the delivery period in the event of an unknown place of damage is governed by § 452 HGB in conjunction with §§ 407 ff. HGB, unless applicable international conventions provide otherwise.
- 6.5 If the place of loss or damage is known in the context of a multimodal transport, the liability for damage to goods and loss and for exceeding the delivery period pursuant to § 452a HGB shall be determined in accordance with the legal provisions that would have been applicable if the parties had concluded a separate contract for carriage on this leg of the journey, whereby the liability of the applicable leg of the journey shall be modified in accordance with these Terms and Conditions, insofar as this is permissible. The burden of proving that the loss, damage or event leading to a delay in delivery occurred on a particular leg of the journey rests with the party claiming such loss, damage or event.
- 6.6 The custody of TDL begins with the acceptance of the transported goods resting on the loaded vehicle, if TDL is not responsible for the loading. Otherwise, custody begins with the start of the loading process. It ends with the parking of the loaded vehicle at the

designated unloading site or, if TDL is obliged to unload, with the end of unloading and the storing of the transported goods at the designated unloading site.

- 6.7 TDL shall be liable for the subcontractors/vicarious agents employed by it as for its own fault.
- 6.8 The market value of the goods is generally determined by the purchase invoice issued to the recipient.
- 6.9 In the event that the delivery deadline is exceeded, TDL's liability is limited to three times the amount of the freight.
- 6.10 TDL's liability for damages other than damage to goods, with the exception of damages for personal injury and material damage to third-party goods, is limited to three times the amount that would be payable in the event of loss of the transported goods.
- 6.11 Section 6.10 does not apply to statutory provisions such as Art. 25 MT, Art. 36 CIM or Art. 20, 21 CMNI, which extend or permit the extension of TDL's liability or the attribution of fault to persons or other third parties.
- 6.12 The liability of the principal according to §§ 414, 455, 468, 488 HGB is limited to EUR 200,000.00 per case of damage.
- 6.13 The liability of the principal pursuant to Art. 8 para. 1 sentence 1 CMNI is also limited to an amount of EUR 200,000.00 per claim.
- 6.14 §§ 435, 507 HGB remain unaffected in their respective scope of application.
- 6.15 The aforementioned exclusions and limitations of liability do not apply if the damage was caused by intent or gross negligence on the part of the TDL or DTAG or their vicarious agents or by breach of material contractual obligations, while claims for compensation in the latter case are limited to the foreseeable, typical damage.
- 6.16 The above limitations of liability do not apply to personal injury, such as injury to life, body and health, if the damage was caused by gross negligence or intent on the part of the TDL or its vicarious agents.
- 6.17 If damage is not sufficiently documented by TDL in accordance with Section 1.9 or if documents for which TDL is responsible are incomplete or missing, the burden of proof is on TDL that the damage did not occur in its custody.
- 6.18 If a delay in processing is foreseeable for the TDL, TDL must inform DTAG immediately. In principle, damage caused by delay is deemed to have occurred if DTAG can prove for the plant concerned that a delay in production or even a loss of production has occurred due to the late delivery. A specific amount of damage does not have to be proven by DTAG. TDL has the right to prove that a lower amount of damage was actually incurred. With regard to the limitation of TDL's liability, reference is made to Section 6.9.
- 6.19 Liability for load carriers, namely their damage or loss, is the same as liability for damage to and loss of transported goods. TDL is subject to the same documentation obligations here. The calculation of the value of damaged or lost load carriers is set out in detail in the service description.

7. Insurance

- 7.1 TDL shall take out insurance to cover the liability under this contract. Further requirements regarding the amount of insurance in individual cases can be specified in the service description.
- 7.2 DTAG is entitled to demand proof of the existence of the insurance at any time.

8. Termination

Extraordinary termination is permissible on the part of DTAG if a lack of performance on the part of TDL jeopardises the provision of services, if the service levels as specified in the service description are substantially violated, if TDL has violated the confi-

dentiality regulations or compliance rules of this contract or uses subcontractors in breach of contract.

9. Provisions on the transport documents

TDL only issues sea waybills or consignment notes. TDL will only issue a bill of lading or a consignment bill if DTAG or the respective Daimler Truck company that placed the order expressly requests this. The terms and conditions of this contract shall also apply to any sea waybill and consignment note as well as to any bill of lading and consignment bill and shall replace their terms and conditions. The terms of any sea waybill, consignment note, bill of lading or consignment bill shall only be valid and applicable if and to the extent that the terms have been agreed in advance in writing between the parties. Acceptance or signature of a sea waybill, consignment note, bill of lading or consignment bill does not imply acceptance of any terms of such documents.

10. Compliance

- 10.1 TDL must ensure that the transports are organised in such a way that the prescribed working, driving and rest times are observed. This applies regardless of whether TDL organises the transport itself or has it carried out by a subcontractor.
 - 10.2 For all transports commissioned by DTAG, TDL shall ensure that it or the contractor carrying out the transport within the scope of application of the German Road Haulage Act (Güterkraftverkehrsgesetz, GüKG) (i) is the holder of a permit pursuant to § 3 GüKG or an authorisation pursuant to § 6 GüKG or a Community licence, (ii) does not use such a permit, authorisation or licence in an unauthorised manner and (iii) uses driving personnel for the transport within the scope of application of the GüKG who meet the requirements of § 7b para. 1 sentence 1 GüKG and presents all documents required by law to be carried during transport upon request, insofar as DTAG or third parties must fulfil statutory control obligations.
 - 10.3 DTAG is authorised to verify compliance with legal requirements regarding minimum wages, the avoidance of illegal employment, driving and rest times as well as quality and sustainability standards by TDL within the scope of audits. At the request of DTAG, TDL must provide written information on any enquiries regarding compliance with the statutory requirements. TDL undertakes to pay the minimum wage stipulated by law and collective agreements, in particular the German Posted Workers Act (Arbeitnehmer-Entsendegesetz) and the relevant collective agreements, as well as agreed supplements including social insurance contributions, labour promotion and social security contributions to employees and marginally employed persons.
 - 10.4 TDL shall indemnify DTAG against fines, administrative fines or other payments if these fines, administrative fines or other payments are based on breaches of these Terms and Conditions, other contractual provisions or by law by TDL or a subcontractor engaged by TDL.
- ## 11. Miscellaneous
- 11.1 TDL's statutory right of lien on DTAG's transport goods is excluded with regard to innex claims. TDL must notify DTAG immediately of any impending or executed seizures or confiscations of the transport goods, enclosing the documents necessary for the release to take effect.
 - 11.2 TDL receives information on dangerous goods from DTAG.
 - 11.3 TDL is not authorised to transfer rights from this contract individually or in total to third parties without the prior consent of DTAG.
 - 11.4 The German Freight Forwarders' Standard Terms and Conditions (ADSp) in whatever version, the so-called Logistics General Terms and Conditions and the Contractual Conditions for Road Haulage and Logistics Companies (VBGL) as well as other transport and/or storage conditions shall not apply to the contractual relationship between the parties and shall not be used as a supplement. DTAG

expressly objects to the application of any general terms and conditions of TDL to the contractual relationship between DTAG and TDL.

11.5 Unless otherwise agreed, the law of the Federal Republic of Germany shall apply exclusively. If the transport services involve international transport, the relevant agreement for the respective means of transport shall apply, provided it is mandatory law. The application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) is excluded.

11.6 The German wording shall be authoritative for the interpretation of the contract. The place of performance is Stuttgart.

For all disputes arising from or in connection with the individual contracts, Stuttgart is agreed between the parties as the exclusive place of jurisdiction, insofar as this is legally permissible. In addition to mandatory places of jurisdiction arising from applicable international conventions, e.g. the CMR, Stuttgart is agreed as an additional place of jurisdiction.