DAIMLER TRUCK

as client. Insofar as Daimler Truck AG concludes the contract on behalf of Daimler Buses GmbH, Daimler Buses GmbH shall be the client

Payment Terms No. 4b - Version 08/2024

Abbreviations: CLT = client, CTR = contractor, VAT = sales tax

1 Payment

The payments of the client (hereinafter: CLT) shall be due 30 days after all the conditions described in Section 1 have been met and the invoice has been issued correctly in accordance with Section 2:

1.1 Partial payments

1.1.1 The prerequisite for the first partial payment with amount of 50% of the order value is (1) shipping release by the CLT, (2) complete delivery of the delivery/service item, (3) transfer of ownership and (4) receipt of the first partial invoice. In the first partial invoice, the total scope of services amounting to 50% of the order value plus VAT shall be shown as the invoice amount. The first partial invoice shall be entitled “1st partial invoice according to ZB No. 4b”.

1.1.2 The prerequisite for the second partial payment of a further 30% of the order value is (1) the ready-to-use assembly and/or ready-to-use installation of the delivery/service item at the CLT’s plant and (2) receipt of the second partial invoice.

1.2 Final payment of the remaining 20% of the order value plus VAT:

The final payment shall be made after acceptance of the delivery/service item at the CLT’s plant and receipt of the final invoice. Only the remaining amount still to be paid is to be shown in the final invoice. Insignificant defects shall entitle the CLT to withhold remuneration in the amount of three times the costs required to rectify the defects.

The due date for the release of the retention shall be 30 days after proof of freedom from defects.

1.3 Further partial invoices are not permitted.

2 Invoicing

2.1 Invoices are to be issued plus VAT. This must be shown separately.

2.2 Partial invoices and final invoices per order number must be sent immediately via the incoming channels specified in the Supplier Portal (e.g. Basware, Post) in a single copy to the invoice verification address specified in the order. The order number and order date must be stated.

2.3 As a rule, partial payments are only made by the CLT for order values over EUR 150,000 – against submission of the advance payment invoice and the partial invoices. Requests are accepted from a value of EUR 15,000 plus VAT by the CLT. The partial invoices shall be numbered consecutively.

2.4 The calculation process must be presented conclusively in the invoices in accordance with the order.

2.5 Without the prior written consent of the CLT, which may not be unreasonably withheld, the CTR shall not be entitled to assign its receivables against the CLT or to allow such receivables to be collected by third parties. Consent is presumed to be granted in the event of assignments to companies in which the CLT directly or indirectly holds an interest of more than 50%. Section 354a HGB is not affected by this.