

DAIMLER TRUCK

NP.30.10.109 – Commodity-specific Contract Terms and Conditions of Daimler Truck AG for exhibition stand and set construction

1 Conclusion of a contract with a consortium

- 1.1 If the contract is concluded with a consortium, a statement signed by all members must be submitted to Daimler Truck AG together with the acceptance of order; the statement shall specify that
 - a. The authorized representative represents the members listed in the register with legally binding effect in relation to Daimler Truck AG,
 - b. The authorized representative accepts payments for every member of the consortium with discharging effect,
 - c. All members are liable as joint and several debtors for the fulfilment of the contract.

2 Execution

- 2.1 The costs of application or consumption are settled at the values of the charge rates laid down in the respective supplementary contracts for works and services or other remuneration agreements.
- 2.2 Daimler Truck AG does not take custody of the objects of the contractor. The costs of application or consumption are settled at the values of the charge rates laid down in the respective special contracts or other remuneration agreements. Service, maintenance, repair and new procurement are the responsibility of the contractor and must comply with the accident prevention regulations. Daimler Truck AG is therefore not liable for damage to or loss of the objects. If Daimler Truck AG provides its own objects, the risk of damage or loss is transferred to the contractor at the time they are handed over.
- 2.3 The cleaning materials used may not damage or corrode the merchandise to be cleaned in producing their optimum cleaning effect. The cleaning materials to be used must be in conformity with all relevant statutory regulations applicable at the time they are used. Daimler Truck AG is entitled to reject the use of individual cleaning materials when the risk of damage cannot be excluded.

3 Termination upon suspension

- 3.1 If Daimler Truck AG requests that all services are to be performed at the time of the request be suspended or if the contractual services of the contractor are interrupted in its full scope for other reasons, the contractor can terminate the contract in writing when the suspension has lasted more than 12 months.

4 Hazardous substances, waste

- 4.1 Substances that can be introduced into water or soil when used as intended (e.g. cleaning materials and paint strippers):

- Halogenated hydrocarbons may not be included;
- Other solvents (e.g. hydrocarbons, alcohols, esters) may only be used if they have been approved by ZWT/WTC (central materials technology division) of Daimler Truck AG; the contractor has to make a request for this and submit a DIN safety data sheet;
- Acids or alkaline preparations may only be used if it can be ensured that they cannot pass into water or soil during handling.

- 4.2 Substances that do not come into contact with water or soil when used as intended (e.g. paints, thinners, adhesives):

- Halogenated hydrocarbons may not be included;
- Other solvents (e.g. in adhesives and paints) may only be included when it can be ensured that they cannot permeate water or soil even in the event of unforeseen accidents;
- Preparations with heavy metals subject to labelling requirements pursuant to the ordinance on hazardous substances may not be used.

- 4.3 If the danger exists that substances can enter water or soil in contravention of the provisions of clause 4.1 or 4.2, or if substances which are subject to a prohibition in accordance with these provisions are used, approval from Daimler Truck AG is required before they are brought onto the plant premises.

- 4.4 The contractor must submit a DIN safety data sheet for each substance to the competent buyer of Daimler Truck AG. Substances that have not been approved may not be brought on to the plant premises.

- 4.5 The contractor bears full responsibility for maintaining compliance with all relevant regulations and the proper elimination of residual materials. Disposal of residual materials via wastewater is not permitted.

- 4.6 Should works pursuant to section 19.1 Wasserhaushaltsgesetz (WHG – German Water Resources Act) be required for the commissioned scope, the contractor must furnish proof that it is a specialist enterprise within the meaning of section 19.1 WHG.