

General Terms and Conditions for the Sale of decommissioned Residual Materials of Daimler Truck AG – Machinery, Plant and Industrial Trucks for Reuse –

For exclusive use for entrepreneurs who are acting in the exercise of their commercial or self-employed professional activity when concluding the purchase agreement.

I. Governing Conditions

1. The legal relationships between Daimler Truck AG (hereinafter referred to as the "Seller") and the Buyer are governed by these Conditions of Sale. Other general terms and conditions are not applicable, even if they have not been explicitly rejected in an individual case.

2. Changes, amendments and collateral agreements to these Conditions of Sale must be made in writing.

II. Conclusion of Contract

1. The purchase agreement and any amendments or additions must be made in writing but can also be implemented by means of an electronic system provided by the Seller. The purchase agreement is concluded by means of a written or electronic confirmation of the order from the Seller.

2. The Seller shall retain all ownership rights and copyrights to offers, drawings, technical information and other documents, which may only be made accessible to third parties with the Seller's prior consent.

3. The erroneous transmission of telegraphic, telex or telephone orders as well as any instructions from the Buyer shall be at Buyer's risk.

4. Technical data, operating costs, consumption figures, outputs, weights, dimensions etc. are only approximations that were valid at the time of initial operation in a factory-new condition. They are not to be applied to the delivered item as a decommissioned residual material.

5. The Seller reserves the right to change the design, form and materials of the delivered item provided this does not fundamentally alter the delivered item and the Buyer can be reasonably expected to accept the changes.

6. The assignment of the Buyer's rights and obligations under the contract to third parties shall require the Seller's prior consent.

7. Prior to a further sale of the used object of purchase, the Buyer is obliged to completely remove all stickers, engravings, labels or other specific inscriptions from Daimler Truck AG and/or from the companies affiliated with Daimler Truck AG within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) that allow conclusions to be made about Daimler Truck AG and/or the companies affiliated with Daimler Truck AG within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG). This applies in particular to the creation of any photo documentation of machines, machine/spare parts and controls etc. for a sale on the Internet by the Buyer.

III. Prices and Terms of Payment

1. Prices are calculated in EUR; they are valid net without discount or other discount ex location, unless expressly stated otherwise by the seller, packaging, insurance, customs and any other costs such as consular certificates and certificates of origin shall be borne by the buyer. The agreed price is a net amount and shall be increased by the applicable statutory Value-Added Tax (VAT) by Daimler Truck AG, if any. If an exemption from statutory VAT depends on further requirements, Daimler Truck AG may charge a respective VAT amount or VAT-deposit amount as a security, which shall be refunded without interests upon proved fulfilment of the requirements, i.e. receipt of proper documentation and proofs.

2. Payment shall, in principle, be made by bank transfer. If payment in advance has been agreed on, payment must be made by bank transfer before the object of the purchase is collected. Moreover the individually agreed upon payment terms between the Seller and the Buyer shall also apply.

3. Payments can only be made with full discharging effect to the Seller or to a person assigned with written collecting authority by the Seller. The Buyer shall pay all bank charges. Down payments shall not bear interest.

4. The Buyer may offset its claims against Seller's claims or exercise a right of retention only if the Buyer's counterclaim is uncontested or if a legally binding title exists.

IV. Reservation of Title

1. The reservation of title agreed below serves to secure all current and future claims on the part of the Seller against the Buyer in connection with the delivery arrangement between the contracting parties, including balance claims arising from a current account relating exclusively to said delivery arrangement.

2. The goods delivered to the Buyer by the Seller shall remain the property of the Seller until all secured claims have been paid in full. The goods are hereinafter referred to as the "reserved goods".

3. If the Buyer processes the reserved goods, it is agreed that said processing shall be carried out in the name and for the account of the Seller as the manufacturer, and that the Seller shall attain ownership or – if materials from several owners are processed or the value of the processed item exceeds the value of the reserved goods – partial (fractional) ownership of the newly created item based on the value of the reserved goods in relation to the value of the newly created item. If the Seller does not acquire any such ownership, the Buyer hereby transfers to the Seller the future ownership or – in the aforementioned ratio – co-ownership of the newly created goods by way of security. If the reserved goods are combined with other items to create a single item, or inextricably mixed together, and if one of the items is to be considered the main item, the Buyer shall assign proportionate co-ownership of the single item to the Seller in accordance with the ratio specified by sentence 1 provided the main item belongs to the Buyer.

4. The Seller shall release the reserved goods at their own discretion upon request if their value exceeds the volume of secured claims by more than 20%.

5. As long as the reservation of title continues, the Buyer must not dispose of the Contract Goods or grant any third party a contractual right of use.

V. Delivery and Delayed Delivery

1. The sale will take place in accordance with Incoterms 2020 and is explained in more detail in sections 5 and 7. Partial deliveries are permissible if this is reasonable for the Buyer

2. If Buyer's contractual obligations are not met in time or an interruption of contractual work is caused by Buyer, the Seller shall be entitled to extend the delivery time.

3. The delivery period shall also be appropriately extended in case of events that are outside Seller's influence (e.g. strikes and lock-outs, disruptions to operations and delays due to suppliers as well as cases of force majeure). This also applies in cases in which the aforementioned events occur during delays. If these kinds of events delay delivery by more than 6 months, both the Buyer and the Seller shall be entitled to withdraw from the contract. This is without prejudice to other rights of rescission.

4. If the Buyer has a claim to compensation for damages resulting from a delay, this shall be limited to a maximum of 0.5% of the price of the delayed delivery for each week of the delay in cases of gross negligence, but no more than 5%.

If the Buyer seeks damages in lieu of performance, such damages will be limited in cases of gross negligence to a maximum of 25% of the agreed purchase price. Claims for damages are excluded in cases of delays due to slight negligence. If, as a result of unexpected circumstances, delivery becomes impossible during the period of delayed delivery, the Seller will be liable within the scope of the limitations on liability specified above. The Seller will not be liable if the loss would have been incurred even if performance had taken place on time.

5. In the case of sale "EXW" according to Incoterms 2020 incl. disassembly, the dismantling, loading and transport of the delivery including the transport and machine security are carried out under Buyer's own direction, own responsibility, at his own risk and at his expense. The place of delivery is the location/storage location of the delivery item in accordance with the service specification. Residual materials with production-related adhesions (such as chips with emulsions or machines with oil contents) are only to be removed in suitable, in particular dense transport systems. When dismantling the object of sale on the Seller's premises, the delivery regulation DBL 9606 in the version current at the time of conclusion of the contract and the safety and regulatory provisions for third-party companies shall apply. The Buyer is liable for causing damage to the factory premises.

6. The scope of the disassembly work must be inspected on site. During said inspection, all measures associated with the disassembly shall be discussed.

7. In the case of sale "FCA" according to Incoterms 2020, the dismantling and loading of the object of purchase will be carried out by the seller (free truck/free wagon); the transport including transport and machine security must be ensured by the Buyer. The place of delivery is the location/storage location of the delivery item in accordance with the service specification.

8. The Buyer must remove any residues or contaminations resulting from the disassembly, loading, transport and securing of the consignment, and properly sort, transport and dispose of any resulting waste in accordance with statutory provisions. This proper disposal must take place outside of the plant premises.

The work is to be carried out in a way that generates as little dust as possible, and the places of work are to be cleaned by the Buyer every day. Insofar as more than one Buyer is active at a site, they shall jointly arrange for the cleaning and waste-disposal and shall be jointly responsible. If the Buyer does not fulfill these obligations by an appropriate deadline after being asked to do so in writing by the operating department at the Seller, the Seller may engage a third party to provide these services at Buyer's expense.

VI. Handover

1. In the case of sale "EXW" according to Incoterms 2020, the Buyer takes over the object of purchase at the beginning of dismantling in the supplying branch or in the seller's factory; in the case of sale "FCA" according to Incoterms 2020 the Buyer takes over the object of purchase after loading at the location/storage location of the delivery item according to its service specification.

2. The Buyer is required to take ownership of the object of sale on the agreed collection date. If the Buyer violates this obligation, the Seller may enforce its legal rights. If the Seller demands compensation for damages, it shall be entitled either to claim 15% of the purchase price to the exclusion of claiming more extensive damages, or to claim reimbursement of the damages actually incurred by the Seller.

VII. Subcontractors

1. The contractor may only engage subcontractors to fulfill the contractual obligations in whole or partially with the prior written consent of Daimler Truck AG.

2. Mercedes's consent to a subcontractor engagement can be given subject to conditions. Daimler Truck AG 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.

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

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.

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

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.

7. On request of Daimler Truck AG the contractor shall provide Daimler Truck AG an explanation which subcontractor and sub-subcontractor in the complete chain is or has been engaged in fulfilling in whole or partially the contractors obligation against Daimler Truck AG.

8. The contractor shall be liable to Daimler Truck AG for the fault of subcontractors and vicarious agents as it would be for its own fault.

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 Daimler Truck AG for all damages Daimler Truck AG suffers.

Furthermore the parties agree that every contractor's breach of the content of this section 8 is good cause which entitles Daimler Truck AG to terminate the contract between the parties with immediate effect.

VIII. Environment

1. Without prejudice to any statutory cooperation obligations or other obligations under administrative law on the part of the Seller, the Buyer shall be obliged to comply with all regulations applying to the delivery (those pertaining to waste and general environmental law as well as transportation law in particular) from the time of the handover. This also applies to any waste resulting from further use, provided the Buyer is responsible under waste law. In cases in which the delivered goods are to be exported, this obligation also includes compliance with any national export restrictions or other export regulations. The obligation also covers the necessary preventive measures to avoid damage to third parties and harm to the environment, as well as compliance with the regulations pertaining to hazardous materials.

2. The provisions of waste legislation are to be applied to the delivery of goods. The Seller is entitled to audit the buyer's operations with regard to the properness of the waste treatment. This right includes in particular the inspection of the establishment, the request for documents and the inspection of documents after prior agreement. If the Buyer engages a third party for the treatment, the Buyer ensures that the Seller has the same right in relation to the third party. The buyer's obligation to select and monitor his contractual partners remains unaffected. Without prejudice to the provisions of Section IX, the Buyer indemnifies the Seller from all third-party claims and the implementation, but in any case from the costs of measures ordered by the authorities, which arise from an insufficient perception of the buyer's selection or monitoring obligations.

3. If work is required in accordance with Sec. 3 (1) of the Directive Governing the Handling of Water Pollutants, "Specialist Operation" documentation in accordance with Sec. 3 (1) of the Directive Governing the Handling of Water Pollutants is to be provided by the Buyer. The Buyer undertakes to provide corresponding proof at Seller's request. It also undertakes to ensure that the qualification as a Specialist Operation is maintained throughout the entire duration of the activities carried out at the plant, and shall notify the Seller's specialist department if qualification as a Specialist Operation is withdrawn or expires. The Buyer shall be liable for all financial losses incurred as a result of the absence or subsequent loss of qualification as a Specialist Operation unless the Buyer can demonstrate that the financial loss would also have been incurred if the operating department had been notified in due time.

IX. Defects of Quality

1. The object of sale is a used item that has been discharged by the Seller. It is therefore only being sold "as is", i.e. in the condition it is in at the Seller's premises after its discharge. The Buyer may inspect the object of sale before entering into the purchase agreement. No guarantee and/or warranty is given that the object of sale is in working condition.

2. Claims based on defects of any kind are excluded. This also applies to claims based on defects arising after the conclusion of the contract and prior to the handover of the object of sale.

X. Liability

1. If, according to these terms and conditions, the Seller is to be held responsible under the statutory provisions for loss caused by ordinary or gross negligence, the liability of the Seller will be limited as follows:

The Seller will be liable only for the breach of obligations essential to the contract such as those which the sales contract specifically seeks to impose upon the Seller, as evidenced by its content and purpose, or without which the due and proper performance of the sales contract would not be possible and upon whose compliance the Buyer relies and ought to be able to rely. Liability is limited to damage typical of the type of agreement that is foreseeable at the time that the agreement is concluded. In cases of slight negligence, so far as the loss is covered by insurance taken out by the Buyer for the type of loss suffered (excluding fixed-sum insurance), the Seller will only be liable for any associated disadvantage suffered by the Buyer, e.g. increased insurance premiums or the interest charges / income foregone until such time as the claim is settled by the insurer. The same shall apply to any damages caused by a defect of the object of sale.

2. The aforementioned limitations of liability do not apply in the event of death or personal injury. Nor do they apply in the event of damage or loss caused through the gross negligence of the Seller's statutory representatives or senior managers.

3. Regardless of whether or not the Seller is at fault, any liability shall remain unaffected where any of the following is concerned: fraudulent concealment of a defect, assumption of a guarantee or procurement risk, and liability under the terms of the *Produkthaftungsgesetz* (ProdHG, Product Liability Act) of the Federal Republic of Germany.

4. Liability in the event of delayed delivery is governed conclusively by the provisions of Section V.

5. The personal liability of statutory representatives of the Seller, of agents engaged by the Seller to assist the Seller in the performance of its obligations, and of the Seller's personnel for damage caused by their ordinary negligence is excluded. For the rest, the liability provisions applicable to the Seller apply *mutatis mutandis*.

6. The Buyer must report damages and losses that the Seller must pay for to the Seller without delay, and allow the Seller to record the same upon demand.

XI. Confidentiality and Prohibition of Advertising

1. The Buyer shall treat as confidential all private technical, commercial and organizational information it becomes aware of as a result of his business relationship with the Seller and which is not already in the public domain, and shall not exploit it or make it available to third parties either during the period of this Agreement or for a period of 5 years thereafter. This confidentiality obligation does not apply to a Buyer with respect to technical, commercial or organizational information that

- Can be demonstrated to have already been known to the Buyer when the agreement was concluded
- Can be proven to have been lawfully obtained by the Buyer from a third party without being subject to a confidentiality obligation;
- Is general knowledge or becomes general knowledge without any breach of the obligations contained in this Agreement
- Was demonstrably developed by the Buyer in the context of its own activities.

2. A record may only be made in so far as is necessary for the purposes of the Agreement. The Buyer shall exercise the care of a prudent business person in respect of the confidentiality obligation, whereby the standard of care shall not fall below that which it would apply when dealing with its own confidential information. The contracting parties may however disclose the technical, commercial or organizational information to affiliated companies pursuant to Sec. 15 et seq. German Stock Companies Act (Aktiengesetz) provided they impose a corresponding confidentiality obligation on said affiliated companies.

3. The Buyer shall use the information and documents that have become, or will become accessible to him during the course of the collaboration with the Seller only in order to perform its obligations in accordance with the present Agreement. The same applies in the case of results, data and knowledge arising in connection with this Agreement or the individual contracts.

4. The Buyer undertakes to do everything possible using the latest technology to immediately and effectively protect all information and data belonging to the Seller against access by unauthorized third parties, and in particular to secure it against misappropriation, loss, manipulation, damage, or any duplication.

If the Buyer has reason to suspect that unauthorized third parties have obtained knowledge of the information and data, he must inform the Seller without undue delay and, in consultation with the Seller, take all measures necessary to establish the facts and, if necessary, prevent future third-party access. If the Buyer stores, works on or processes the information and data in his data processing systems, the Buyer must ensure that third parties cannot access this data without authorization.

5. The Buyer undertakes, upon completion of the order, to return all information, data, documents, and storage media received to the Seller. The Buyer shall also remove all data and information from his data processing systems, and shall – at the choice of the Seller – either return all copies of the data and storage media to the Seller or destroy the copies in such a way that they cannot be reconstructed. The Buyer shall provide proof of the complete return or destruction at the Seller's request, and confirm the same in writing.

6. The Buyer is obliged to comply with all data protection provisions as amended from time to time, and will observe these. The Buyer must instruct all staff about the relevant data protection provisions and place them under a duty of confidentiality in this respect. Such declarations must be submitted to the Seller or its data protection officer on request.

7. The Buyer undertakes to pay a contractual penalty amounting to 5% of the contract value for each violation of these obligations. This is to be added to any claims for damages on the part of the Seller due to the violation of confidentiality.

8. The Buyer may only advertise the business relationship with prior written consent. Drawings, models, patterns, designs and similar items provided to the Buyer by the Seller or paid for by the Seller shall remain the Seller's property. They may not be transferred or otherwise made accessible to third parties, and may only be used with the Seller's prior consent in writing.

XII. Place of Performance, Place of Jurisdiction and Governing Law

1. The place of performance for the Seller's deliveries is the location of the Seller's delivering plant. In all other respects, the place of performance for both parties is Stuttgart.

2. The courts of Stuttgart-Mitte have exclusive jurisdiction over all present and future claims arising from the business relationship with business users, including bill-based and check-based claims. The same place of jurisdiction applies if the Buyer has no general place of jurisdiction in Germany, moves its domicile or place of habitual residence abroad after formation of the Agreement or if its domicile or place of habitual residence is unknown at the time the action is filed. The Seller shall in any case be entitled to institute legal action at the location of the Buyer's registered office or residence.

3. The law of the Federal Republic of Germany applies, excluding application of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods.

XIII. Miscellaneous

The Buyer is obliged to refrain and desist from all practices that could result in criminal charges due to fraud or breach of trust, or to violations against insolvency and/or anti-competition law, or in granting of advantages, acceptance of advantages, active corruption, passive corruption, or similar offenses on the part of persons employed by the Buyer or other third parties. In the event of a breach of this provision, the Seller will be entitled to rescind or terminate without notice all existing legal transactions with the Buyer and to break off all negotiations.

2. Without prejudice to the above, the Buyer is obliged to adhere to all laws and regulations applicable to itself and to its business relationship with the Seller.

3. Should any provision of this Agreement be invalid, the Parties will replace it with an effective provision that accords as closely as possible with the intended commercial purpose of the invalid provision. The invalidity of individual provisions will not affect the validity of the remaining provisions.