

DAIMLER TRUCK

As Customer

Payment Terms No. 9 (new)

Abbreviations: VAT – Value Added Tax

9.1 Payment

Payments by the Customer shall become due as follows:

9.1.1 Payments on account

Payment on account covering over 90 % of the order value plus VAT.

Payment shall become due 30 days after receipt of the Contractor's unreserved confirmation of order by the Customer as well as after shipping approval by the Customer, complete delivery of the goods to the Customer's plant, and receipt of the first installment invoice. The first installment invoice should be headed "1st installment invoice as per payment terms no. 9."

The invoice amount should cover the full scope of performance representing 90 % of the order value plus VAT.

9.1.2 Final payment

Payment of the difference between the final invoice amount and the payments already rendered shall become due 30 days after final acceptance and receipt of final invoice. Following complete performance and verification of production readiness, acceptance testing shall be carried out at the Customer's plant. Minor defects shall not impede acceptance. However, they shall entitle the Customer to a retention of payment in an amount equivalent to three times the cost of remedying the defects.

9.1.3 The invoice amounts for items 9.1.1 to 9.1.2 are exclusive of VAT, which must be shown separately on the invoice.

9.1.4 Part-invoices shall not be permissible.

9.1.5 The precondition for acceptance of payment obligations on due dates by the Customer is fulfillment of the conditions set out in section 9.2.

9.2 Invoicing

9.2.1 Payments on account and installment payments shall usually be made by the Customer only in respect of order values above € 50,000.00 and provided that appropriate invoices have been submitted. Requests will be accepted by the Customer above a value of € 15,000.00 plus VAT. The installment invoices must be numbered consecutively.

9.2.2 Invoices in respect of payments on account and installment payments shall be submitted in good time, in single copy, separately for each purchase order number, to the invoice control section of the Customer's ordering plant, quoting the purchase order number and date of order.

9.2.3 The amounts of payments on account and installment payments net of VAT must be rounded down to full thousands of euros.

9.2.4 For each purchase order number, a separate final invoice shall be generated and submitted, in single copy, to the invoice control section of the ordering plant.

9.2.5 Final invoices shall state the total invoice amount plus VAT. Payments on account and installment payments already requested shall be itemized separately as net amounts plus the relevant proportion of VAT. The outstanding amount plus VAT must be clearly indicated.

9.2.6 Invoices can only be checked if invoicing is in conformity with the purchase order and is verifiable. Only a verifiable invoice shall result in a payment obligation on the due date on the part of the Customer.

9.2.7 Payments shall be made only on the proviso that title to the work rendered and materials or components supplied is transferred to the Customer, or security for such transfer is provided, and that deliveries are made on time on the dates agreed on the order.

9.2.8 The Supplier warrants that it holds legal title to all the items supplied and that the said items are unencumbered by the rights of third parties. Title shall be transferred to the Customer no later than on handover or installation of the items supplied.

All payments shall be made only to the Supplier. The assignment of payments to third parties is hereby excluded.

9.2.9 The final invoice shall be subjected to a review by the Customer following payment.

If this review reveals an overpayment by the Customer, the Supplier shall be obliged to repay the amount of the overpayment. Final payments by the Customer shall thus be made with the express reservation of the right to reclaim unjustified overpayments.