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. 9 - 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

1.2 The prerequisite for the partial payment of 90% of the order value is (1) release for dispatch by the CLT, (2) complete delivery of the delivery/service item, (3) transfer of ownership and (4) receipt of the partial invoice. In the partial invoice, the total scope of services of 90% of the order value must be shown as the invoice amount. The first partial invoice shall be entitled "1st partial invoice according to ZB no. 9".

1.3 Final payment of the remaining 10% of the order value:

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.

1.4 Further partial invoices are not permitted.

1.5 The final invoice shall be reviewed by the CLT after payment. If the CLT overpays the agreed order amount, the contractor's (hereinafter CTR) is obliged to repay this overpayment. Payments by the CLT are therefore made subject to reclaiming any overpayments

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. Invoices must reference the order number and order date.

2.3 The CLT shall generally only pay advance payments and partial payments for order values more than EUR 150,000 upon receipt of the advance payment invoice and the partial payment 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 of the German Commercial Code (HGB) is not affected by this.