

# DAIMLER TRUCK

## NP.50.16.100 – Insurance cover requirements in respect of goods and services to be supplied to/for Daimler Truck AG

### 1 General Insurance Obligations on the part of Contractor

- 1.1 Contractor shall ensure that, immediately after signing the Agreement, it takes out the insurance cover required by Daimler Truck AG (Customer) and maintains such cover for the term of the Agreement.
- 1.2 At the request of Daimler Truck AG, Contractor shall provide evidence that the relevant insurance policies are in place.

### 2 Third-Party Liability Insurance for Vehicles and Collision Damage Insurance

- 2.1 If Contractor undertakes an activity in which registered and/or non-registered third-party vehicles belonging to Customer or its customers are entrusted to the care of Contractor (for example, in connection with registration services, collect-and-return service, third-party paintshop work, vehicle refurbishment, valeting, etc.), the provisions in clause 2 shall apply in addition to the general provisions in clause 1.
- 2.2 In addition to the provisions of clause 1, Contractor shall be obliged to take out third-party liability and comprehensive insurance (Kfz-Haftpflicht- und Vollkaskoversicherung) for the vehicles entrusted to its care.
- 2.3 Contractor shall ensure that the third-party liability and comprehensive insurance cover that it takes out is at least equivalent to the insurance cover recommended by the German Insurance Association (GDV) in its “Special terms and conditions for third-party liability and comprehensive insurance applicable to the motor vehicle trade” (KfzSBHH) in its respective applicable version.
- 2.4 The third-party liability insurance for vehicles taken out by Contractor for vehicles entrusted to its care shall include an overall sum insured of €100 million to cover personal injury, damage to property, and financial loss (subject however to a maximum of €15 million per injured party).
- 2.5 The comprehensive insurance (Vollkaskoversicherung) provided by the insurance policy specified in clause 2.2 in respect of vehicles entrusted to the care of Contractor shall cover the full value of the vehicles.
- 2.6 In the case of transit journeys using red trade registration plates, Contractor shall provide its own red trade registration plates and ensure that such plates are used in accordance with statutory requirements. Any provision of such trade registration plates by Customer is excluded.

### 3 Transit Insurance

- 3.1 If transport services are undertaken by Contractor, the provisions of clause 3 shall apply in addition to the general provisions in clause 1.
- 3.2 If Contractor undertakes transport services, Customer shall be obliged to take out transit insurance. In the event of damage, Customer or its transit insurer shall be entitled to pursue recourse claims against Contractor (freight forwarder) or Contractor’s insurer. Contractor

(freight forwarder) shall take out its own insurance cover in line with the liability limits and provide evidence of such insurance cover on request.

- 3.3 If Contractor transports machinery parts, replacement machinery parts, or tools, this shall be done via the transport insurance of the Customer. The Contractor is obliged to obtain written confirmation from the Customer before the start of the transport that the transport has been registered for insurance cover by the Customer.

A registration by the Contractor or a third party is not possible. The registration must always be applied for by the Customer.

- 3.4 Only transports with an insurance value of more than 150,000 EUR must be registered by the Customer. Transports with an insurance value below 150,000 EUR are also insured without registration.

### 4 Business Liability and Product Liability Insurance

- 4.1 Unless otherwise stipulated in these provisions, Contractor shall take out business liability and product liability insurance in respect of products manufactured or delivered by Contractor, or work or services performed by Contractor.

The Customer recommends the Contractor to agree on an insurance sum of at least € 5,000,000 lump sum for personal injury and property damage and resulting financial losses.

- 4.2 If, as part of Contractor’s professional/business activities, Contractor carries out work on third-party items and/or Contractor uses such third-party items to carry out its business or professional activities, the business liability insurance shall include, in addition to the requirements set out in clause 4.1, cover to loss or damage to these items or to items or parts thereof that are directly impacted by the activity concerned. The recommended insurance sum for activity damage is at least the following insurance sum per insured event:

Activity damage: € 2,000,000,-

- 4.3 If Contractor holds third-party keys or code cards for safekeeping, the business liability insurance shall, in addition to the requirements set out in clause 4.1, include related insurance cover. The recommended sum insured for each insured event is at least the following:

Loss of keys: € 500,000,-

- 4.4 If Contractor rents real estate from Customer, the business liability insurance shall, in addition to the requirements set out in clause 4.1, include related insurance cover. The recommended sums insured for property damage and loss of property are as a minimum per insured event:

Property damage: € 500,000,-

loss of property: € 500,000,-

- 4.5 If Contractor is holding third-party items in its safekeeping or in its possession, or if Contractor is renting

or lending out such items, or if such items are the subject of a special custody agreement, the business liability insurance shall, in addition to the requirements set out in clause 4.1, include insurance cover for loss or damage in respect of these items. The recommended sums insured for each insured event are at least the following:

€ 5,000,000,-.

- 4.6 If Contractor uses its own or third-party forklift trucks or other vehicles not liable to insurance deductions, the business liability insurance shall, in addition to the requirements set out in clause 4.1, include related insurance cover with at least the following insured sum per insured event:

€ 10,000,000,-

## 5 Extended Product Liability Insurance

- 5.1 a) In the following cases, Contractor shall, in addition to the requirements set out in clause 4.1, take out extended product liability insurance. The recommended sum insured per insured event is at least:

€ 10,000,000,- Guarantee

If, on the basis of an agreement with Customer, Contractor is required to guarantee to Customer that Contractor's products, work or services will include certain features or characteristics on transfer of risk – regardless of negligence or fault –

or

- b) Combination, mixing if Contractor manufactures or supplies products from which another overall product is created as a result of combining, mixing, or processing with other products, and this process cannot be reversed for practical or economic reasons

or

- c) Further processing if Contractor manufactures or supplies products that are subject to further processing without any combining, mixing, or processing with other products

or

- d) Dismantling and installation costs if Contractor manufactures or supplies products from which another overall product is created as a result of installation, mounting, fitting or application, this clause 5.1 shall apply.

- 5.2 If Contractor manufactures, supplies, installs, or maintains machinery, the extended product liability insurance shall, in addition to the requirements set out in clause 4.1, include related insurance cover. The recommended sum insured per insured event is at least:

€ 10,000,000,-.

- 5.2 Contractor shall ensure that the scope of the extended product liability insurance cover it takes out is at least equivalent to the recommendations of the German Insurance Association (GDV) in its "General terms and conditions for third-party liability insurance" and "Special terms and conditions and risk descriptions for product liability insurance applicable to industrial and commercial organizations" in its respective applicable version.

## 6 Environmental Liability Insurance

- 6.1 To cover environmental impact damage or loss, Contractor's business liability insurance shall, in addition to the requirements set out in clause 4.1, include insurance cover. The recommended sums insured per insured event are at least:

Personal injury and damage to property lump sum

€ 10,000,000,-

Financial loss

€ 2,500,000,-

Expenses before an insured event occurs

€ 2,500,000,-

- 6.2 If Contractor operates, rents or leases on the premises of Customer plant/machinery/equipment for handling waterpolluting substances as defined by the German Water Resources Management Act (WHG), plant/machinery/equipment specified in the German Environmental Liability Act (UHG), or other plant/machinery/equipment subject to authorization or notification under environmental protection provisions, Contractor shall, in addition to the requirements set out in clause 4.1, take out related environmental liability insurance cover. The recommended sums insured per insured event are at least:

Personal injury and damage to property

€ 10,000,000,-

Financial loss

€ 2,500,000,-

Expenses before an insured event occurs

€ 2,500,000,-

- 6.3 If Contractor operates, rents or leases a wastewater installation on the premises of Customer, or discharges or directs substances into a body of water, or has an impact on a body of water such that the physical, chemical or biological quality of the water is altered, Contractor shall, in addition to the requirements set out in clause 4.1, take out related environmental liability insurance cover. The recommended sums insured per insured event are at least:

Personal injury and damage to property

€ 10,000,000,-

Financial loss

€ 2,500,000,-

Expenses before an insured event occurs

€ 2,500,000,-

- 6.4 If Contractor plans, manufactures, supplies, installs, removes, services or maintains on behalf of or for Customer, but is itself not the owner or keeper of, plant/machinery/equipment for handling water-polluting substances as defined by the German Water Resources Management Act (WHG), plant/machinery/equipment specified in the German Environmental Liability Act (UHG), wastewater plant/machinery/equipment or other plant/machinery/equipment subject to authorization or notification under environmental protection provisions, Contractor shall, in addition to the requirements set out in clause 4.1, take out related environmental liability insurance cover. The recommended sums insured per insured event are at least:

Personal injury and damage to property

€ 10,000,000,-

Financial loss

€ 2,500,000,-

Expenses before an insured event occurs

€ 2,500,000,-

- 6.5 Contractor shall ensure that the scope of the environmental liability insurance taken out is at least equivalent to the recommendations of the German Insurance Association (GDV) in its “General terms and conditions for third-party liability insurance”, its “Special terms and conditions and risk descriptions for insuring liability for environmental damage as part of business liability insurance and/or professional indemnity insurance (basic environmental liability insurance)”, and in its “Special terms and conditions and risk descriptions for insuring liability for environmental damage (environmental liability model)” in its respective applicable version.

## **7 Financial Loss Liability Insurance**

- 7.1 If Contractor operates as a service provider, Contractor shall, in addition to its business liability insurance, take out financial loss liability insurance. The recommended sum insured per insured event is at least the following:

Property damage €2,500,000,-