

General Purchase Conditions

Version 12/2022

1. The legal relationships arising from this Agreement between the contractor and Daimler Truck AG, Leinfelden-Echterdingen, or one of its affiliated companies (§15 of the German Stock Corporation Act (AktG)) (hereinafter referred to as 'DTAG'), shall be governed by these conditions and any other written agreements. Neither DTAG's terms and conditions for the purchase of production material and spare parts for motor vehicles nor the contractor's general terms and conditions shall apply to this Agreement.
2. The placing and acceptance of orders, and all subsequent amendments and additions thereto require (i) the written form by handwritten signature, (ii) an agreement on an electronic system provided by DTAG (e.g. proQ) or (iii) the signing by means of an advanced or qualified electronic signature within the meaning of EU Regulation No. 910/2014 of 01.07.2016 ("eIDAS Regulation") including any successor regulations. Additional verbal agreements shall not be effective. Supply contracts are also concluded when the contractor commences supplying the goods or services which are the subject of DTAG's order. This shall also apply to amendments made to the Agreement after the Agreement has been concluded. If the contractor does not accept the order within 14 days, DTAG shall be entitled to revoke the order in writing.
3. Unless otherwise agreed in writing, invoices shall be sent to the invoice control section of the DTAG department to which the goods have been supplied.
4. Without the prior written consent of DTAG, which shall not be unreasonably withheld, the Contractor shall not be entitled to assign or to sell its receivables against DTAG to third parties. Consent is presumed in the event of assignments to companies in which DTAG directly or indirectly holds an interest of more than 50 percent. If the Contractor assigns its receivables against DTAG to a third party without DTAG's consent contrary to sentence 1, the assignment shall remain effective. DTAG may however choose whether to make payment to the Contractor or to the third party; either alternative shall have the effect of discharging the debt. Each party shall not be obliged to reimburse overdue fines of a debt collecting agency.
5. The parties may use this business relationship for advertising purposes only with prior written consent of the other party. Drawings, models, patterns, samples, and similar items provided to the Contractor by DTAG or paid for by DTAG shall remain the property of DTAG. They must not be handed over or made available in any other way to third parties and may only be used for goods supplied to third parties with DTAG's prior written consent. Subcontractors shall be obligated accordingly.
6. In the event of short-time work, interruption to business, and other cases of plant shutdown, which prevent DTAG, through no fault of its own, from accepting goods in the area affected, the parties to the Agreement shall agree upon a suitable alternative date. If the contract does not contain the accepting of goods, the mutual obligations are suspended in the above-mentioned events as long as the event takes place. DTAG shall consult the Contractor on this matter in good time if possible.
7. The Contractor must comply with the generally accepted technical standards, the safety regulations and the agreed technical specifications for the goods and services it supplies. If it provides services on the customer's premises, it shall notify the coordinator appointed by the customer of the commencement date for and the scope of the work to be performed, and agree on the procedure to be followed. The coordinator shall have the right of direction and control in this respect. For materials (substances, preparations) and items (e.g. goods, components, technical equipment, uncleaned empties), which, by virtue of their nature, their characteristics or their condition, may represent a hazard to the life and health of human beings, to the environment and to property and which are therefore required by regulations to undergo special treatment in respect of their packaging, transport, storage, handling and waste disposal, the Contractor shall provide DTAG with a completed EU safety data sheet as per EU Regulation 1907/2006 (REACH), as amended, and a relevant accident report sheet (Transport). If the materials are modified or the legal situation changes, the Contractor shall provide DTAG with updated data and report sheets. The Contractor also complies with the standards and requirements of DTAG as set forth in the Daimler Truck Special Terms (DTST) 36 (Version 12/2021 including Annex 1) as well as in the DTST 29 (Version 12/2021). Unless the "supply tables mode" has been agreed as the method of delivery, the DTST 35 (Version 12/2021) shall apply to the communication of delivery note information between the contractor and DTAG.
8. The Contractor shall ensure that the items to be delivered as well as the manufacturing process are not in breach of any rights of third parties (in particular patent rights, utility model rights, copyrights, design rights, brand rights or other (intellectual) property rights. The Contractor is liable for any expenses and damages (including legal costs) arising from the breach of rights of third parties and shall indemnify DTAG from all claims arising from the use of such rights.

The liability and indemnification obligation of the Contractor according to this clause do not exist if the Contractor has produced the delivery objects in accordance with the detailed drawings or models provided to it by DTAG and has no knowledge, or does not have to have knowledge, that this would lead to an infringement of property rights in connection with the products developed by it.

The Contractor undertakes to inform DTAG without undue delay of Der any risks of infringement and alleged infringements that become known and to provide DTAG with support for countering possible claims at no cost in an appropriate manner (e.g. during the investigation, analysis, assessment of documents, etc.).

The Contractor shall notify DTAG at DTAG's request of the use of any published and unpublished property rights of its own or the use of licensed property rights and property right registrations for the delivery object.
9. Deadlines and periods agreed in writing are binding. DTAG must be notified immediately of an impending delay. Whether work, goods or services are delivered on time it is determined exclusively by actual delivery of the contractually agreed at the agreed place of performance at the agreed time. If the contractor is in default, DTAG shall be entitled to withdraw from the contract after expiration of a reasonable extension of time for performance given by DTAG. If the contractor violates a contractual obligation, the statutory provisions shall apply.
10. The liability of DTAG and the Contractor shall be governed by the statutory provisions. DTAG may enforce claims for damages of other Group companies against the contractor as if they were DTAG's own claims.
11. The Contractor warrants that the goods and services it supplies shall remain free of defects during the warranty term. This shall also apply regarding parts the contractor obtains from third parties. The duration of the warranty term shall be governed by the statutory period of limitation for claims regarding defects of quality. This shall also apply in the case of multi-shift operations. A complaint in writing from DTAG shall have the effect of suspending the period of prescription for claims in respect of a specific defect until such time as the defect has been remedied. The suspension shall, however, end three months after a written declaration has been received stating that the defect has been rem-

edied or that no defect existed. The contractor must be notified of defects in writing without undue delay as soon as they are discovered within the ordinary course of business.

12. The Contractor shall assume liability in respect of claims arising from the violation of granted or registered property rights while the goods and services are being used in accordance with the Agreement. The contractor shall indemnify DTAG against any claims arising from the use of such rights. If a work protected by copyright is supplied, DTAG shall receive from the contractor a single, unrestricted usage right covering all forms of use. The Contractor shall check all parts it obtains from third parties regarding capability and freedom from defects.
13. If the contractor suspends its performance or if an insolvency proceeding against it is refused for lack of assets, DTAG shall be entitled to terminate the contract with immediate effect or to rescind the contract. If no such rescission takes place, DTAG shall be entitled to withhold a sum equivalent to at least 5 percent of the remuneration as security for the claims under the contract, until the contractual warranty period has elapsed. Each party is particularly entitled to terminate the contract for good cause, if a proceeding to make an affirmation in lieu of an oath of the other party has been started.
14. Compliance with Laws and Respect for Human Rights
 - 14.1 The parties agree to comply with all applicable laws, rules, regulations and product requirements affecting the parties' performance under the terms of this Agreement, carrying the force of law including, without limitation, those of their respective state of incorporation or principal place of business, and of the state of operations (collectively referred to as "Applicable Laws").
 - 14.2 Notwithstanding the above and any further provisions of this Agreement, the parties confirm that they have adequate procedures in place in order to comply with the Applicable Laws relating to antitrust, anti-corruption, anti-money laundering, sanctions and export control obligations, data protection, the prohibition of child and forced labor, labor rights, occupational health and safety, as well as environmental protection during the term of the parties' contractual relationship.
 - 14.3 The parties agree to respect all internationally recognized human rights as expressed in the UN International Bill of Human Rights and the ILO's (International Labour Organization) fundamental conventions during the term of the parties' contractual relationship.
 - 14.4 The parties shall ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies, procedures and measures including, without limitation, the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions in this article.
15. The contractor has a duty to ensure that any employees used on site at DTAG and/or that any employees given access to any IT-systems in connection with fulfilling the requirements of this purchase order must receive an admission and/or access authorization from DTAG. Individuals to whom DTAG or any DTAG affiliate has declared a house ban, an admission ban, and/or an access ban cannot be used by the contractor in the fulfilment of this purchase order.
16. The contractor shall treat all private technical, commercial and organizational information, of which it becomes aware as a result of its business relationship with DTAG as confidential, and shall not exploit it or make it available to third parties either during the period of this Agreement or five years thereafter. This obligation shall not apply in regard to technical, commercial or organizational information and documents
 - which can be proven by the contractor to be already known by him at the contracting time
 - which are legally received by the contractor from a third party without any confidentiality obligation;
 - which are in the public domain or enter the public domain through no wrongful act of contractor;

- which can be proven by the contractor to have been developed independently of confidential information received from DTAG.

A record may only be made in so far as it is necessary for the purposes of the Agreement. The contractor shall exercise the due care of a diligent businessman in respect of its confidentiality obligation, whereby at least the same would apply when dealing with its own confidential information.

The contractor shall only use the information and materials which have been or will be made available to him in the course of the collaboration with DTAG for the purpose of fulfilling his contractual obligations. The same shall apply in the case of results, data and knowledge arising in connection with this Agreement or the individual contracts.

Using the latest available technology, the contractor undertakes to do everything possible to immediately and effectively protect all information and data received from DTAG against access by unauthorized third parties, and in particular to secure it against misappropriation, loss, manipulation, damage or any duplication. If the contractor has reason to suspect that unauthorized third parties have obtained knowledge of the information and data, it must inform DTAG immediately and, in consultation with DTAG, take all measures necessary to establish the facts and, if necessary, prevent future third-party access.

If the contractor stores, works on or processes the information and data in its data processing systems, the Contractor shall ensure that unauthorized third parties cannot access this data. Otherwise, the Annex "Basic Requirements for Information Security - NP.50.14.110" applies.

The contractor undertakes, upon completion of the assignment, to return all information, data, documents and storage media received to DTAG. The contractor shall also remove all data and information from its data processing equipment, and shall either return all copies of the data and storage media to DTAG or destroy the copies in such a way that they cannot be reconstituted; the choice shall be DTAG's. The overwriting of data is also considered as destruction of data. At the request of DTAG, the Contractor shall demonstrate that all materials have been destroyed or returned and shall confirm in writing that this has been done.

The contractor is under a duty to comply with all data protection provisions as amended from time to time, and will observe these.

The Contractor must ensure that all employees know about the relevant data protection regulations and process personal data only upon instruction of the controller the Contractor shall provide proof of the assurance of this obligation to DTAG or its data protection officer upon request.

The contractor is obliged to pay a penalty of 5 percent of the value of the respective order in the event of a breach of any of these duties. Such penalty will be offset against any damages claimed by DTAG for breach of confidentiality.

With regard to data-protection and information security the Annex "Agreement on Processing on Behalf" shall apply. This Annex is to be filled in with the relevant information by the Contractor and DTAG. If the Contractor process personal data of DTAG under its own responsibility and for its own purposes, DTAG must document the legal basis which allows DTAG to transfer the personal data to the Contractor. In this case, the completion of the Annex referred to above can be omitted. If, within the scope of Contractor's performance, the Contractor does not process any personal data, inclusion of the Annex referred to above is not necessary. DTAG must document this.

17. The contractor shall have no rights of retention unless its claims are uncontested or have been confirmed by a nonappealable court decision. The contractor has the right to set off of a DTAG's claim only with those own claims, which are uncontested or have been confirmed by a non-appealable court decision.
18. If the contractual performance includes the provision of services in China, the Contractor shall fulfill all necessary tax obligations

in connection with its service provision in China (all corporate taxes, indirect taxes and taxes of its employees). The Contractor shall provide DTAG and its affiliated companies of DTAG with all certificates which are necessary to assure timely payment of the service fee by the Chinese service recipient to DTAG or to affiliated companies.

19. The contractor must inform DTAG promptly of impending or existing payment difficulties or where insolvency is possible or has been applied for. Section 2 shall apply accordingly to amendments, additions and collateral agreements to this Agreement.

If any provision of this Agreement is invalid, this shall not affect the validity of the Agreement as a whole. The parties shall agree a provision which takes account of the interests of both sides.

20. Unless otherwise agreed, the laws of the Federal Republic of Germany shall apply. With respect to the interpretation of the Agreement, the German version shall prevail. The application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 4. 1980 is excluded. The place of performance for deliveries or services is the recipient plant or recipient branch specified in the order by DTAG. Furthermore, the place of performance is Stuttgart. The courts of Stuttgart-Mitte have exclusive jurisdiction for all present and future claims arising from the business connection with business persons, including receivables on bills of exchange and check receivables. The same place of jurisdiction shall apply if the contractor has no general jurisdiction in Germany, moves its domicile or place of habitual residence abroad after conclusion of the contract or if its domicile or place of habitual residence is unknown at the time suit is filed. DTAG is also entitled to initiate legal action in the location of the registered office of the contractor.