

General Purchase Conditions Non-Production Materials

Version 04/2024

1. Applicable Conditions

- 1.1 These General Purchase Conditions Non-Production Materials (hereinafter referred to as „Purchase Conditions“) shall apply to procurements of the indirect purchasing department of Daimler Truck AG, Leinfelden-Echterdingen, Germany, or one of its affiliated companies within the meaning of section 15 German Stock Corporation Act (AktG) (hereinafter referred to as „DTAG“).
- 1.2 Neither the contractor's general terms and conditions, nor the contractor's proposals for amendments to these Purchase Conditions, shall apply even if they have not been expressly rejected by DTAG in individual cases.
- 1.3 The contractor shall comply with the standards and requirements defined in the Daimler Truck Special Terms (DTST) 36/02 (version 12/2021 including Annex 1) regarding social responsibility, environmental protection and product compliance.
- 1.4 The contractor shall comply with the standards and requirements defined in the DTST 29/01 (version 12/2021) regarding the dispatching of goods.
- 1.5 DTST 35/01 (version 12/2021) shall apply to the communication of delivery note information of the contractor with DTAG.
- 1.6 The handling of travel costs and expenses will be governed by the Annex „Travel Costs and Expenses Regulations“ (version 03/2024).
- 1.7 The aforesaid documents are available in the Supplier Portal at <https://supplier.daimlertruck.com>.

2. Supply/Service Contracts

The conclusion of a supply/service contract (in particular orders, purchase agreements) as well as amendments, supplements and cancellation requires (i) the written form by handwritten signature, (ii) an agreement via an electronic system provided by DTAG (e.g. proQ), or (iii) 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. Supply/service contracts are also concluded when the contractor commences supplying the supplies/services that are the subject of DTAG's offer to conclude the supply/service contract.

3. Prohibition of Assignment, Rights to Set-Off and Rights of Retention

- 3.1 Without the prior written consent of DTAG, which shall not be unreasonably withheld, the contractor shall not be entitled to assign its claims against DTAG or to arrange for such claims to be collected by 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. Section 354a German Commercial Code (HGB) is not affected by this.
- 3.2 The contractor shall have no rights to set-off and rights of retention unless its claims are undisputed, acknowledged by DTAG or have been confirmed by a nonappealable court decision. Furthermore, the contractor may only exercise a right to set-off and the right of retention to the extent that its counterclaim arises from the same legal relationship.

4. Provision of Services

- 4.1 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 authorisation from DTAG. Employees to whom DTAG or any DTAG affiliate company 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.

- 4.2 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 certain treatment in respect of their packaging, transport, storage, handling and waste disposal, the contractor shall provide DTAG, if applicable, with a completed EU safety data sheet as per EU Regulation 1907/2006 (REACH), as amended, as well as, if applicable, provide all the necessary information relating to dangerous goods legislation. In the event of updates, the materials are modified or the legal situation changes, the contractor shall provide DTAG with updated information and safety data sheets.

- 4.3 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 supplies/services in the area affected, the parties to the Agreement shall agree upon a suitable alternative date. If the contract does not include the acceptance of supplies/services, the mutual obligations in these cases shall be suspended for the duration of the event. DTAG shall inform the contractor about this matter in good time if possible.

5. Intellectual Property

- 5.1 „Work results“ are, in addition to the contractually agreed service, all other results and objects that the contractor achieves or uses in the course of providing the service. The work results also include in particular software, data, documentation (drawings, specifications, descriptions, sketches, plans and other documents (in each case also in electronic form)) and other objects that are used in the service or are otherwise required for the contractual utilisation of the service, including its utilisation, in the course of production. The contractor is obliged to provide DTAG with all work results for use in accordance with the contract.
- 5.2 If a work protected by copyright is supplied, DTAG shall receive from the contractor a single, unrestricted usage right covering all forms of use. This also applies to documentation. If the work results are physical objects (section 90 German Civil Code (BGB)), ownership of these work results shall pass to DTAG upon handover.
- 5.3 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 supply/service object.
- 5.4 All the usage rights granted to DTAG under this clause shall also include corresponding use by companies affiliated with DTAG within the meaning of section 15 German Stock Corporation Act (AktG), the following DTAG minority interest: Beijing Foton Daimler Automotive Co., Ltd. (BFDA), Hongluo Donglu 21, Beijing, China (People's Republic), as well as by cooperation partners of DTAG or a company affiliated with DTAG within the meaning of section 15 German Stock Corporation

Act (AktG), provided the supply/service is wholly or partially covered by the respective cooperation project. This also includes the corresponding use by third parties for the aforesaid authorised persons.

5.5 The contractor shall be obliged to ensure that the granting of usage rights in accordance with the provisions of this clause also includes the corresponding rights of third parties, including any subcontractors used by the contractor. Upon request, the contractor shall provide suitable evidence of the proper granting and/or procurement of the usage rights.

5.6 The contractor shall ensure that the supply/services objects 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. If the contractor fails to do so, it shall work towards ensuring that the supplies/services can be used by DTAG in the same way as if they were free of third-party rights for the purpose of subsequent performance, for example by the contractor procuring the necessary usage rights if third-party rights exist and making the corresponding licence payments to third parties.

5.7 If the contractor is or becomes aware of third-party rights that prevent the usage of the supplies/services, it must inform DTAG of this without undue delay in writing. If a third party asserts an infringement of rights against DTAG or an affiliated company within the meaning of section 15 German Stock Corporation Act (AktG) in connection with the supplies/services, the contractor shall without undue delay provide DTAG or the affiliated company with all the information requested and shall also provide unlimited support in the defence at its own expense.

5.8 The contractor shall indemnify DTAG and its affiliated companies within the meaning of section 15 German Stock Corporation Act (AktG) against all expenses, losses and other costs in connection with third-party rights, including reasonable costs of legal prosecution, defence and advice. This obligation to indemnity shall not apply if the contractor is not responsible for the breach of the obligation.

5.9 All further claims and rights of DTAG, in particular due to defects of title, shall remain unaffected.

5.10 For the purposes of further research and development, the Partner shall receive unrestricted access to the work results, including the resulting intellectual property rights and the resulting know-how, subject to remuneration. Before exercising this usage right, the Partner must notify DTAG of its intention to use the work results and conclude an agreement with DTAG on the use and remuneration. However, the Partner shall not be granted any usage rights to intellectual property of DTAG and/or to know-how of DTAG which has arisen or is still arising outside the respective subject matter of the contract. Furthermore, the Partner is not entitled to exploit the work results unless otherwise stipulated in the respective contract or a separate usage and remuneration agreement.

6. Dates and Deadlines

Dates and deadlines agreed in writing are binding. DTAG must be notified without undue delay in writing of any impending failure to meet dates and/or deadlines. If the contractor is in default with the supply/service or a partial supply/partial service (in particular milestones) or threatens to be in default, the fruitless expiry of a reasonable extension of time for performance shall give DTAG the right to withdraw from the contract.

7. Notification of Defects

Section 377 German Commercial Code (HGB) applies on the condition that DTAG inspects supplies and gives notice of obvious defects within ten working days of receipt of the goods. Any other latent defects in the supply will be deemed to have been reported in a timely manner if notice is made within ten working days of discovery. In this respect, the contractor waives the defence of late notification of defects.

8. Liability and Warranty

8.1 The liability of DTAG and the contractor shall be governed by the statutory provisions. DTAG may claim losses of its affiliated companies within the meaning of section 15 German Stock Corporation Act (AktG) in their place as if they were its own losses against the contractor.

8.2 The contractor shall be liable to DTAG for the fault of its subcontractors and vicarious agents used by it in the same way it is liable for its own fault.

8.3 Supplies/services are to be provided free of errors and defects. The contractor must comply with the latest state-of-the-art in science and technology, the safety regulations and the agreed technical data, specifications and quality requirements for its supplies/services. This shall also apply to supplies/services that the contractor acquires from third parties. The statutory warranty regulations shall apply on the condition that if the contractor does not fulfil its obligation to provide subsequent performance within a reasonable period set by DTAG or if subsequent performance has failed, DTAG may remedy the defect itself or have it remedied (self-remedy). In this case, DTAG may demand reimbursement of the necessary expenses or a corresponding advance payment from the contractor. The duration of the warranty term shall be governed by the statutory period of limitation for claims regarding defects of quality. This also applies if the supply item is used by DTAG in multi-shift operations.

8.4 Clause 5 (Intellectual property) remains unaffected.

9. Subcontractors

9.1 If the contractor's supply/service to DTAG includes the provision of services under a work or service contract, the contractor shall only be authorised to transfer this service provision in whole or in part to subcontractors with the prior written consent/electronic consent via DTAG's Supplier Database (SDB), if these subcontractors are (i) sole proprietors or a partnership under German civil law (GbR) and (ii) their principal (owner of the individual company or partner of the partnership under German Civil Code (GbR)) is used to provide services for DTAG on 50 or more calendar days per calendar year, irrespective of the number of hours worked on these days, and (iii) their principal works in whole or in part in Germany to fulfil the contract (such subcontractors are defined below as „Individual Subcontractor/s“). The contractor may transfer the provision of services to other subcontractors without the consent of DTAG.

9.2 DTAG's consent to subcontracting to an Individual Subcontractor may be conditional. DTAG is also entitled to revoke the Agreement with immediate effect if, in the course of a status determination procedure, a hearing or decision by the German Pension Insurance (DRV) reveals that a dependent employment relationship has been established or can be assumed for the Individual Subcontractor.

10. Termination of Contract

10.1 The following applies to termination without notice for good cause based on a statutory right of termination:

10.2 Good cause shall be deemed to exist, in particular, if the contractor discontinues its supplies/services, if the financial situation of the other party significantly deteriorates or threatens to deteriorate, thereby jeopardising the stability of the supply/service, or if an application for insolvency relating to the assets of the other party has been rejected for lack of assets.

10.3 Good cause shall also be deemed to exist if a proceeding to make an affirmation in lieu of an oath of the other party has been started.

10.4 Any notice of termination requires the form specified in clause 2 to be effective.

10.5 If no such termination 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.

11. Compliance with Laws and Respect for Human Rights

11.1 The parties agree to comply with all applicable laws, rules, regulations and product requirements which affect the parties' performance under the terms of this Agreement, and which have come into force, including, but not limited to those of their respective places of incorporation or principal place of business and place of operation (collectively referred to as „Applicable Laws“).

11.2 Without prejudice to 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 labour, labour rights, occupational health and safety, as well as environmental protection during the term of the parties' contractual relationship.

11.3 The parties agree to respect all internationally recognised 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.

11.4 The parties shall ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies, procedures and measures including, but not limited to the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions in this clause 11.

12. Confidentiality, Information Security and Data Protection

12.1 The contractor undertakes to treat as confidential all information that becomes known to it through the business relationship or is made accessible to it in any other way and for which DTAG's intention to maintain confidentiality would be apparent to an objective third party from the nature of the information (in particular technical and economic information) or in any other way, for the duration of the business relationship and for a period of five years thereafter (hereinafter referred to as „Confidential Information“). Confidential Information may also be information, which, in individual cases, does not meet the criteria of a trade secret within the meaning of section 2 no. 1 German Trade Secrets Act (GeschGehG).

12.2 The obligation of confidentiality pursuant to clause 12.1 shall not apply if the contractor can prove that such information (i) was already publicly known at the time of its disclosure, or becomes publicly known thereafter without breaching these provisions, (ii) was already lawfully in its possession prior to its disclosure without an obligation of confidentiality by a third party, (iii) was already lawfully obtained by a third party who is not under an obligation of confidentiality, (iv) was developed by the contractor independently without recourse to Confidential Information, or (v) which must be disclosed by the contractor due to a mandatory statutory, official or court order or to protect a legitimate interest within the meaning of section 5 German Trade Secrets Act (GeschGehG), if applicable. In the case of (v), the contractor shall, as far as is reasonable, inform DTAG of this without undue delay and prior to disclosure and give DTAG the opportunity to contest the necessity of disclosure and minimise disclosure.

12.3 The contractor shall exercise the due care of a diligent businessperson in respect of its confidentiality obligation, whereby at least the same would apply as when dealing with its own Confidential Information.

12.4 A record may only be made in so far as it is necessary for the purposes of the Agreement. The contractor shall only use the information and materials which have been or will be made available to it in the course of the collaboration with DTAG for the purpose of fulfilling its contractual obligations. The same shall apply in the case of results, data and knowledge generated in connection with this business relationship.

12.5 Drawings, models, patterns, samples, and similar items provided

to the contractor by DTAG or paid for by DTAG shall remain/become 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 supplies to third parties with DTAG's prior written consent. Subcontractors shall be obligated accordingly.

12.6 The contractor may not advertise or otherwise use the business relationship, name, brands or products of DTAG without the prior written consent of DTAG.

12.7 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 unauthorised third parties, and in particular to secure it against theft, loss, manipulation, damage or any duplication. If the contractor has reason to suspect that unauthorised third parties have obtained knowledge of the information and data, it must inform DTAG without undue delay and, in consultation with DTAG, take all measures necessary to establish the facts and, if necessary, prevent future third-party access.

12.8 The Annex „Basic Requirements for Information Security“ (version 12/2021) applies. This document is available in the Supplier Portal at <https://supplier.daimlertruck.com>.

12.9 The contractor undertakes, upon completion of the assignment, to return all information, data, documents and storage media received to DTAG. Moreover, the contractor shall also remove all data and information from its data processing system and shall, at the discretion of DTAG, either return all copies of the data and storage media to DTAG or destroy the copies in such a way that they cannot be reconstructed. Destroying the data also includes overwriting the data. At the request of DTAG, the contractor shall prove that all materials have been destroyed or returned and shall confirm in writing that this has been done.

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

12.11 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.

12.12 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 processes personal data of DTAG on 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.

12.13 For each case of breach of one of these obligations, the contractor undertakes to pay a contractual penalty which shall be determined by DTAG at its reasonable discretion and, in the event of a dispute, shall be reviewed by the competent court, unless the contractor is not responsible for the breach. As a rule, no less than 5 percent of the respective order value shall be appropriate. It shall be offset against claims for damages by DTAG.

13. Insurance

13.1 The contractor must ensure adequate insurance cover with regard to its obligations. Upon request, the contractor shall provide DTAG with proof of insurance cover.

13.2 In special cases, DTAG may require the contractor to take out a certain type of insurance and/or insurance for a certain amount. In these cases, the parties will agree on the costs separately.

14. General Provisions

- 14.1 If the contractual performance includes the provision of services in China, the contractor shall fulfil all necessary tax obligations in connection with its service provision in China – both with regard to corporate taxes, indirect taxes and taxes on its employees. The contractor shall provide DTAG and its affiliated companies 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.
- 14.2 If any provision of these terms and conditions and any other agreements concluded should be or become invalid, this will not affect the validity of any other aspect of the contract. The parties shall replace the invalid provisions with a provision which reflects as closely as possible the economic purpose of the original provision.
- 14.3 Place of performance for supply/services is the DTAG plant which is being supplied. Otherwise, the place of fulfilment is Leinfelden-Echterdingen, Germany.
- 14.4 The law of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11.04.1980.
- 14.5 The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Stuttgart (Mitte), Germany. However, each party may also be sued at its general place of jurisdiction or, if a party is based outside the EU, Switzerland, UK or Norway, in arbitration proceedings in accordance with the rules of the International Court of Arbitration („ICC“). The following applies to arbitration proceedings: The ICC Rules are deemed to be incorporated by reference into this clause. The arbitral tribunal shall consist of three arbitrators, one arbitrator appointed by DTAG and one arbitrator appointed by the Contractor, and the arbitrators appointed shall agree on the chairperson of the arbitral tribunal, in each case in accordance with the ICC Arbitration Rules. The seat or place of jurisdiction of the arbitration proceedings shall be Frankfurt (Main), Germany. The language to be used in the arbitral proceedings shall be English. Neither party is authorised to demand the submission of documents from the other party. Interim legal protection before the courts of competent jurisdiction remains unaffected.