

DAIMLER TRUCK

Commodity-Specific Terms and Conditions of Daimler Truck AG for Load Carriers, their Components and related Services

Version 10/2024

1. Subject of these Terms and Conditions

These terms and conditions govern the purchase of load carriers or load carrier components (hereinafter referred to as "load carriers") and the commissioning of related repair, conversion and development services by 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") by the contractor by means of purchase orders or purchase contracts (each hereinafter referred to as "contract").

2. Requirements for the Load Carriers or for the Services

2.1. The load carriers shall comply with the requirements of the Daimler Truck Special Terms (DTST) 28 "General Packaging Regulations and Handling of Containers" (Version 12/2021), which can be accessed via the Daimler Truck Supplier Portal at <https://supplier.daimler-truck.com>, which DTAG has agreed with its suppliers for materials and parts for which the load carriers are to be used.

2.2. Design Guideline D-RL 5 "Technical Planning and the Use of Load Containers" and its supplements, available in the Daimler Truck Supplier Portal (Purchasing Conditions | Daimler Truck Supplier Portal) in the "Purchasing Conditions" section under the "Downloads" heading, in the current version at the time the contract is concluded, apply.

2.3. In the case of repair or conversion services, D-RL 9.4 „Instandsetzung von Stahl- und Kunststoff Groß-Ladungsträgern (SLT, ULT und NGULT)" [no English version available; German title corresponds to: "Repair of Steel and Plastic Large Load Containers (SLTs, ULTs and NGULTs)"] and their supplements, available in the Daimler Truck Supplier Portal (Purchasing Conditions | Daimler Truck Supplier Portal) in the "Purchasing Conditions" section under the "Downloads" heading, in the current version at the time the contract is concluded, apply.

3. Production Site

Any changes to the production location after conclusion of the contract must be reported to the responsible DTAG buyer without delay and must be approved by this person and the responsible DTAG load carrier planner.

In the event of a violation of this provision, DTAG reserves the right to withdraw from the affected call-offs or to terminate the entire purchase contract or to withdraw from the purchase order.

4. Goods Transfer

The contractor shall ensure that the transfer of goods (delivery) to DTAG always takes place in Germany. In this respect, there is a taxable domestic delivery by the contractor to DTAG, which is subject to the standard VAT rate valid at the time of the order. If DTAG specifies a foreign final delivery address, the contractor shall coordinate the location of the goods transfer in Germany with DTAG. DTAG is responsible for the final transport from the agreed place of goods transfer in Germany to the foreign final delivery address.

5. Delivery DAP

If delivery on the basis of DAP is agreed in the purchase contract, the designated place of destination is "Free place of use within Germany". In the respective call-off, the specific destination is defined via the specified unloading point.

In the case of purchase orders, the destination is also defined via the specified unloading point.

6. Packaging Materials

If additional packaging is required for the delivery (e.g. disposable pallet), this is included in the price agreed in the price sheet. At the request of DTAG, the contractor shall deliver the goods in bundles specified by DTAG at no extra charge. The necessary provision/exchange for the formation of these bundles is carried out by the respectively responsible empty packages supply department of DTAG.

7. Delivery Status Documentation and Series Procurement Monitoring

Delivery takes place in accordance with the delivery schedule after coordination via the respective IT system of DTAG ("eCon"/"Carry") or in coordination with the technical contact person at DTAG. If the monitoring of the delivery status is not carried out via the respective IT system of DTAG, the contractor shall transmit the current delivery statuses to the technical contact person at DTAG in writing on a weekly basis. The technical contact person at DTAG must be informed immediately of any imminent delay in delivery of complete or partial deliveries.

8. Contractual Penalty

If the agreed delivery date is exceeded, a contractual penalty of 0.1% of the total order value shall be payable per working day. It increases with each additional working day by 0.1% to a maximum of 5% of the total order value. DTAG reserves the right to assert further damages. However, any contractual penalties incurred will be offset against DTAG's claims for damages.

9. Additional Conditions for the Procurement of Standard Load Carrier Sub-Components by the Contractor

In the event that DTAG commissions the contractor with the delivery of complete load carriers for which certain standard load carrier sub-components are required that are not produced by the contractor itself (hereinafter referred to as "standard load carrier sub-components"), these shall be purchased by the contractor at the manufacturer specified by DTAG (hereinafter referred to as "sub-component supplier") at the prices agreed between DTAG and the sub-component supplier in accordance with the following regulations.

9.1. The contractor undertakes to procure the following standard load carrier sub-components from the sub-component supplier if and to the extent required for the agreed scope of delivery to DTAG:

- licence plates T5 299017
- foot plates T5 9012/T5 9013
- label frames T5 9020/T5 9021
- barcode labels T5 291217/T5 291218/T5 219219

The sub-component suppliers will be specified by DTAG in the specification of the tender (drawing/parts list) or in the order. If there is no such information there, the contractor is obliged to request the information from its contact person at DTAG.

9.2. Standard load carrier sub-components shall be procured by the contractor from the sub-component supplier at the prices agreed between DTAG and the sub-component supplier in the contractor's own name and for the contractor's own account. Payment terms, packaging and delivery conditions shall be agreed directly between the contractor and the sub-component supplier.

9.3. The following conditions apply when the contractor procures the

standard load carrier sub-components from the sub-component supplier:

The contractor calls off the complete requirement for standard load carrier sub-components from the sub-component supplier for each DTAG order.

The following information is required from the contractor in the call-offs:

- Order number and date of the corresponding load carrier order from DTAG to the contractor
- Contact details of the DTAG orderer according to the contract (name, telephone, e-mail address)
- T5 number of the load carrier and order quantity
- All relevant order details of the contractor (order number, date, article, article number, quantity, delivery address, billing address, contact details of the contact person)

For identification labels and barcode labels, all load carrier data are additionally required, in particular:

- Payload in kg
- Load in kg
- Tare in kg
- Year Number
- Contractor's company name (only for barcode labels)

If it makes sense from the economic point of view of the sub-component supplier, it may deliver several call-offs or orders to the same delivery address of the contractor as one shipping unit without prior alignment.

In case of doubt, the sub-component supplier is entitled to check the correctness of the contractor's order by asking the responsible DTAG orderer. In this case, the contractor's order shall only become valid after confirmation by the DTAG orderer.

- 9.4. The contractor undertakes to take all necessary precautions to comply with antitrust regulations, in particular to prevent the exchange of information in violation of antitrust law. This can be done, for example, by organisational, technical and personnel separation within the contractor's organisation to prevent an antitrust flow of information within the contractor's organisation regarding the purchasing conditions negotiated by DTAG or other competitively relevant information with regard to the sub-component suppliers.

If there is a competitive relationship between the contractor and the sub-component supplier at the production and sales level of the standard load carrier sub-component, the contractor shall also undertake to comply with these obligations with regard to the components at the contractor that are in a competitive relationship with the standard load carrier sub-component for pricing/sales.

In the event of a breach of the obligations under this clause, the contractor shall be liable for the costs, expenses and damages incurred by DTAG as a result (including legal costs and official penalties or fines) and shall indemnify DTAG against these costs, expenses and damages.

10. Additional Conditions for Tools

If the delivery of tools for series SLTs is ordered with a separate call-off/order item, the following applies:

- 10.1. Daimler Truck Special Terms (DTST) 31 "Tools for Series Production Parts and Spare Parts Delivery" (Version 12/2021), available via the Daimler Truck Supplier Portal at <https://supplier.daimlertruck.com>, applying the provisions on "DTAG-owned Tools".
- 10.2. The contractor shall manufacture or procure for DTAG the tools specified in the purchase order as well as all successor tools replacing them. The contractor and DTAG agree that upon completion of the manufacture or upon transfer of the procured tools from the third party to the contractor, DTAG shall become the owner of the manufactured and procured tools/follow-up tools. The contractor undertakes to acquire the tools/follow-up tools free of third-party

rights for DTAG. In particular, it guarantees that no right of retention of title, lien or ancillary liability exists or extends in connection with any mortgage rights. Insofar as liens nevertheless exist, the contractor is obliged to submit release declarations of the holders of the liens with regard to the tools or follow-up tools upon invoicing.

- 10.3. The handover of the tools is replaced by the granting of indirect ownership to DTAG. If a third party is in possession of the tools, the handover shall be replaced by the contractor assigning the right of surrender against the third party to DTAG. Tools provided by DTAG remain the property of DTAG.

11. Additional Conditions for EPP Scopes

The EPP containers shall be manufactured in such a way that the use of EPP material is always kept as low as possible. The specific weight and the calculated container weight must be specified when the tender is submitted. This weight is the basis for the purchase of the series containers. The actual billable weight is determined from 5 of the first 100 series containers by weighing. The commissioning for the series containers shall be corrected by +/- 5% in the event of deviations from the calculated weight. Invoicing of EPP series containers by the contractor may only take place after approval of the weight determined by weighing and written approval by the responsible specialist department of DTAG.

12. Additional Conditions for Conversions and Repairs outside the DTAG Sites

The following applies to container conversions and container repairs outside the DTAG sites:

- 12.1. For the processing of incoming and outgoing load carriers, the load carriers are documented with a delivery note/consignment note/material consignment note (MKV note) both at the outgoing and incoming load carriers. The MKV certificate number must be specified for the return delivery.
- 12.2. The contractor guarantees DTAG value-preserving storage of the load carriers.

13. Additional Conditions for Contractor's Services at DTAG Sites

If the contractor performs services on DTAG's premises, DBL 3606 "Conduct of external companies during the execution of orders at sites" shall apply in its current version at the time the contract is concluded.

14. Special Provisions for Purchase Contracts

- 14.1. For each individual call-off on the present purchase contract, the contractor undertakes to exclusively deliver load carriers and provide services that are clearly documented in the purchase contract and stored with prices. For each individual call-off, the complete price shall be broken down by the contractor in the order confirmation and invoice in accordance with the contract item prices. If necessary, additional items arising as part of a procurement process may not be provided and settled on the basis of this purchase contract. A separate procurement process and a corresponding individual contract via DTAG purchasing department are mandatory for this.
- 14.2. DTAG is also entitled to terminate this purchase contract within the specified contract period with a notice period of 8 weeks to the end of the month. In this case, the obligation to pay compensation is limited to the services already rendered by the contractor up to the time of receipt of the notice of termination.
- 14.3. For each individual call-off under the purchase contract, the contractor must submit a quotation in advance to the responsible DTAG employee of the procuring department on the basis of the individual prices specified in the purchase contract, if the end product consists of several articles.