

DAIMLER TRUCK

Daimler Truck Special Terms  
12/2024

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# Introduction

## 1. Definition

The Daimler Truck Special Terms, hereinafter referred to as “DTST”, are provisions regulating the flow of information and smooth operation of processes between Daimler Truck AG, Leinfelden-Echterdingen, or between one of its affiliated companies (§ 15 of the German Stock Corporation Act (AktG)), hereinafter referred to as “DTAG”, and its suppliers (hereinafter referred to as “Partner”).

## 2. Publication

The relevant most recent version of the DTSTs in German and English is published centrally on the Daimler Truck Supplier Portal under <https://supplier.daimlertruck.com>. In the event of deviations, only the German version is binding. In the event of significant legal or corporate changes/innovations, individual DTSTs may also be reissued during the year. The Partners will be informed accordingly by DTAG.

Internal duplication is permitted and required for individual departments within the supplier companies.

## 3. Communication

Communication between DTAG and the Partner will take place in German or English unless otherwise agreed. The Partner is obliged to protect data/information and access to DTAG systems in accordance with the current best practice in technology standards.

# Purchasing

DTST 31/02

Tools for Series Production Parts and Spare Parts Delivery and  
Supply of Spare Parts for DTAG Products

## DTST 31/02

# Tools for Series Production Parts and Spare Parts Delivery and Supply of Spare Parts for DTAG Products

## I. Tools for Series Production Parts and Spare Parts Delivery

### 1. General

Tools under the terms of this DTST are original, forming and separating tools in accordance with the definitions of DIN 8580/8582/8588. No other production equipment is to be regarded as tools.

The following provisions and the respective tool orders regulate the rights and obligations of the Partner and DTAG regarding the Partner's use of tools, which are the property of DTAG.

### 2. Transfer of Tools and Duty of Return

The Partner is authorized and obligated to use the tools, provided by DTAG, within the scope of the contract concluded with DTAG concerning the part to be manufactured with the tools in order to manufacture these parts.

At the end of delivery, the Partner shall return the tools to DTAG in the condition existing after proper fulfillment of the Partner's duties arising from this DTST and the respective tool order.

## II. Supply of Spare Parts for DTAG Products

### 1. General

The high performance level of spare parts supply is a significant purchasing factor for DTAG customers and as such a significant competitive feature of DTAG products. Consequently, with respect to pricing, quality and observance of delivery deadlines, spare parts supply has the same significance to DTAG as the supply of production.

### 2. Definition of Spare Parts

Spare parts are required to meet replacement needs arising from the exchange of parts of the vehicle. Spare parts also include parts delivered in a condition deviating from the series in respect to surface or packaging. Such deviations are specially noted.

For products/systems/assemblies, the particular spare parts are mutually specified by DTAG and the Partner.

### 3. Parallel Sales

- (1) If (i.) DTAG develops the Part itself or (ii.) DTAG has paid the Partner not only a small proportion of the costs for development of the Part, or (iii.) the Partner uses know-how and/or intellectual property rights of DTAG required for the manufacturing of the Part, the Partner is obligated to supply Parts only to DTAG.
- (2) If the Part is manufactured on tools which are the property of DTAG, and paragraph 1 of this section is not applicable, the use of the tools for delivery to third parties ("Parallel Sales") is only permitted with the consent of DTAG and against payment of an appropriate usage fee. If the Partner intends to use the tools for Parallel Sales, the Partner is obliged to notify this intention to DTAG before start of delivery to third parties and to agree with DTAG on the conditions of tool use by concluding a tool usage agreement based on DTAG's non-binding recommended retail price in the German market (hereinafter: "RRP"). The Partner is not permitted to sell in parallel without such an agreement or if the tool capacities are required for DTAG's requirements or if the number of shots of the tool is sufficient only for DTAG's requirements.

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<sup>(1)</sup> Forging tools are the exception.

- (3) Irrespective of paragraphs 1 and 2 of this section, the Partner is obliged in any case to inform DTAG if it is Partner's intention to supply the Parts to third parties.
- (4) For each case of violation of the obligations under paragraph 1 or paragraph 2 of this section, DTAG will charge the Partner for damages amounting of 10 % of the RRP per Part sold, unless Partner is not responsible for the violation. DTAG's claims under paragraph 5 or paragraph 6 of this section shall apply in addition to those mentioned in this paragraph 4.
- (5) If the Partner damages the image of the DTAG brands by selling Parts in parallel in which the DTAG brands or part numbers have been visibly rubbed out, scratched off or otherwise removed by external influence or have simply been covered with stickers or painted, DTAG will charge the Partner for damages amounting of 5 % of the RRP per sold Part, unless Partner is not responsible for this.
- (6) If the Partner delivers parts labeled with a DTAG brand or the DTAG part number to third parties, DTAG will charge the Partner for damages amounting of 10 % of the RRP per sold Part, unless Partner is not responsible for this.
- (7) In the event of a breach, the Partner is also obliged to notify DTAG about the quantity of the Parts delivered in parallel and the commercial customers. To check the quantity, a suitable measurement device shall be attached to the tool. DTAG is entitled to have the notification checked by a certified accountant appointed by DTAG at Partner's cost.
- (8) The above contractual obligations shall not affect possible other statutory rights and claims of DTAG. This shall apply in particular with regard to statutory claims based on the infringement of intellectual property rights.

#### 4. Brands

The Partner is obligated to label the spare part in accordance with the labeling regulations. As a general rule, a DTAG trademark must be affixed to all parts. The parts must be labeled in accordance with MBN 60435. This includes all visible labels (stamped, shaped, lasered, etc.) as well as all affixed adhesive labels. A manufacturer's trademark may be affixed if desired, whereby the manufacturer's trademark may not be larger than the DTAG trademark. Further other manufacturer's information, in particular the article number of the manufacturer, is not permitted. Any possible deviations of the labeling (e.g. for reason of technical necessities) require DTAG's prior written approval.

#### 5. Supply Period and Purchase Right

The Partner undertakes to supply DTAG with spare parts for the product for a period of at least 15 years after the discontinuation of series production. Delivery shall be made at the request of DTAG.

Parts-specific production equipment of the platform or part may only be scrapped after DTAG's written consent regardless of ownership status.

#### 6. Pricing

For spare parts delivered during the series delivery period, the series price current during the series lifetime generally applies.

In the case of parts for systems/assemblies, the price of the spare part is determined by breakdown, deducting assembly cost from the price.

In the case of parts for systems/assemblies or spare component parts for series assemblies, the price of the spare part is determined by breakdown/cost orientation during the series lifetime. The price for series components determined thus is also the applicable spare part price. This price constitutes the maximum price for the spare component part, apart from any necessary packaging expenses or not-incurring assembly costs. The price of spare component parts is even then agreed on this basis if the component was not created as a separate part number before series start-up.

## 7. Documentation of Spare Parts

The cost of preparing spare parts documentation (including single-part drawings) and maintenance of all modification statuses, forms part of the price of the overall delivery. In this context, the Partner shall provide DTAG with 3D data and BOM for all individual parts and assemblies at spare parts level.

The scope of the documentation (NX 3D drawings or successor systems, parts lists etc.) and the deadline for its completion will be agreed between DTAG (spare parts) and the Partner.

# Quality

DTST 13/02	Production Process and Product Approval (PPA)
DTST 14/02	Quality Assurance. Implementation of a Quality Management System
DTST 18/02	Handling of Defective Deliveries Following Dispatch from the Production Plant
DTST 27/02	Failure mode and effects analysis (FMEA)



## 1. Introduction

The Partner shall carry out a PPA Process for series production approval. Unless otherwise specified in the following, the requirements made on this process are based on the current issue of VDA Volume 2. In individual cases, another procedure can be agreed upon for the PPA Process with the corresponding DTAG contact person.

## 2. Scope of Application

In addition to the scope specified in VDA Volume 2, the PPA Process shall also be carried out for software and standard parts (the respective current version of VDA recommendation 235-204 shall be taken into consideration for high-strength fasteners for the automotive industry).

If delivery conditions are described through several item numbers, the corresponding processes and generated/amended product features of the delivery condition shall be described in sampling in addition to the component features.

DTAG can request a PPA report for the single components with DTAG item numbers within a delivery scope.

## 3. Basics of the PPA

### 3.1 Series Production Approvals of other DTAG Locations

If the Partner has already received a series production approval from a DTAG location and there is no trigger for a new PPA Process (see Section 4), a new PPA Process does not have to be performed before supplying other DTAG locations. The Partner shall submit the sampling subject to the planning applicable to the new DTAG location together with the existing series production approval to the new DTAG location in order to receive series production approval for the specific plant.

In case of application of the global release proceedings, the release issued by DTAG applies to every DTAG plant, with which the Partner holds a delivery contract.

### 3.2 Identification of Parts

Parts for advanced tests (split sampling), which have not yet been produced completely under series conditions, shall be submitted as "Other samples" in consultation with the respective DTAG contact person for the PPA Process. No series production approval shall be issued for "Other samples". Unless otherwise agreed, a red sticker specifying the state of development (Exx) shall be used for this.

Separate labeling of parts for sampling and parts for production tests can be demanded by the respective DTAG contact person for the PPA Process

#### 4. Obligation of Disclosure and Triggers for the PPA Process

All modifications to the production process and product must be notified by the Partner to the respective DTAG contact person for the PPA Process. Unless otherwise agreed, the Partner must proceed according to the following table.

Trigger	DTAG specialist department for the PPA Process	DTAG operative procurement	DTAG logistics
New parts	D		
Product modification* (approved by Development)	D	A	
Production relocation	D	A	A
Production process modification**	D		A
Test process modification	A		
Production stoppage for more than 12 months	D		
Use of new, modified or replacement tools (not applicable to metal cutting tools)	D	A	
Change in 2nd-tier suppliers (DTAG 2nd-tier). In the case of parts with special characteristics (DS, DZ), the above obligation exists up to the supplier responsible for the characteristic.	D	A	
Change in 2nd-tier supplier locations (DTAG 2nd-tier) for deliveries with DS/DZ features.	D	A	
Change in 2nd-tier supplier locations (DTAG 2nd-tier).	A	A	
Modifications in the Partner's purchased parts/primary material/stock	D		
No unconditional series production approval	D		
Failed requalification	D		

\* Includes modifications of material as well

\*\* Also includes modifications to the logistical value chain

D = Execution of the PPA Process by the Partner

A = Obligation of disclosure in written form by the Partner to the DTAG specialist department. Implementation and scope of the PPA Process is decided by the DTAG specialist department.

Within the scope of sampling of new and of modified parts, the Partner is obliged to configure the material data sheets in IMDS. The ID-number for the IMDS data record shall be specified in the cover sheet for PPA reports and the corresponding "Materials data sheet/IMDS" annex. The regulations of the DTST 36, especially regarding the confirmation of/adherence to prohibitions on substances, have to be observed by the Partner.

#### 5. Execution of the PPA Process

If a PPA Process trigger caused by the Partner arises, the Partner shall provide notification of this trigger at least six months prior to planned implementation. Relocation shall not be permitted in the start-up phase. Notification of relocation shall be issued six months in advance and shall require approval from DTAG.

DTAG shall specify a sampling date to the Partner. The number of sample parts must be agreed upon with the respective DTAG contact person for the PPA Process and the sample parts must be delivered free of charge.

The following themes are defined as part of the sampling planning before the PPA Process:

- » The documents specific for the sampling scope taking into account section 6 of this DTST 13,
- » Possible part bundles and
- » the required number of samples.

In addition to technical sampling (Q-status), variant sampling (F-status) shall also take place for parts distinguished by supplementary code 2 (colors, languages, etc.).

The Partner shall coordinate the method and format of the sampling document transfer with the respective DTAG contact person for the PPA Process.

For parts into whose tools the surface structure is integrated in a separate production step, the PPA Process shall be carried out on the basis of "Other samples". The approval for integrating the surface structure shall be issued by the respective DTAG contact person for the PPA Process.

In the event of deviations with regard to the technical specifications (e.g. drawings), the Partner must obtain written approval (deviation approval) from the responsible DTAG contact person in the development department in advance and submit this for sampling.

Product and process characteristics for which capability studies shall be performed shall be coordinated with DTAG. Until process capability has been verified, the characteristics shall be tested 100 % by the Partner.

In deviation from the industrial standard, the following requirements apply to the measurable DS/DZ characteristics specified in the specification documents (e.g. drawings, CAD data records):

- » Process performance index/machine performance index Ppk/Pmk  $\geq 2.0$
- » Stable processes – process capability Cpk  $\geq 1.67$

The procedure for special processes shall be as described in DTST14.

Performance tests shall be performed by the Partner in the case of new launches and model refinements, and the respective DTAG contact person for PPA procedure shall be notified within good time so that participation by DTAG is possible.

For selected scopes, a number of parts which at least corresponds to the yield of one DTAG shift under full capacity production conditions shall be produced in coordination with DTAG in the final performance test. These parts shall be produced under DTAG full capacity production conditions.

The Partner must, if necessary, carry out an analogous performance test with his sub-suppliers, taking into account the risk classification, in cooperation with DTAG and provide corresponding evidence.

## 6. Verifications for the PPA Process

As part of the sampling planning, the required verifications are agreed upon as per VDA Volume 2, unless otherwise agreed in writing between the department responsible for the series production approval and the Partner. The "Measurement Specification Mercedes-Benz Trucks" guideline shall be used for verification of geometry and dimensions. This can be accessed via the DTAG Supplier Portal.

The Partner shall document the procurement structure of its suppliers and provide the documentation to the DTAG contact person responsible for the PPA Process.

If responsibility for sampling and approval of parts purchased by the Partner lies with DTAG (directed parts), the Partner shall list these separately along with the following information in the overview of the purchased parts releases:

- » Part number
- » Supplier with the DTAG supplier number
- » ZGS
- » Q/A status
- » Approval status
- » DTAG plant and number of the release test report

## 7. Approval Status and Preparatory Activities

The Partner shall be informed of series production approval in the form of a test report.

Prior to and/or parallel to the PPA Process, activities such as design stage workshops or color in-camera meetings are carried out by DTAG together with the Partners for selected parts scopes. The parts for the color in-camera meetings must be manufactured under full series production conditions. Insofar as parts with the specified surface structure are not already ordered for the first color in-camera meeting, these must be supplied with the specified surface structure by the following color in-camera meeting at the very latest.

## 8. Non-Compliance

If the agreed sampling per part status does not lead to success, the Partner shall bear all additional costs incurred by DTAG which are directly related to the sampling process if the Partner is responsible for the negative result.

Applicable documents:

(see the Supplier Portal under <https://supplier.daimlertruck.com>)

Annex 1 Part Life Record

Annex 2 Assessment Matrix for Approval Status of Product and Process

Annex 3 Material BOM

Annex 4 Software Test Report

# Quality Assurance. Implementation of a Quality Management System

## 1. Selection and Application of the QM System

In order to ensure flawless and constant product quality, the Partner shall establish a quality management, henceforth referred to as “QM”. The QM system must be set up in accordance with the IATF 16949. Verification must be provided in the form of certification via an IATF (International Automotive Task Force) recognized certification body. It is necessary to comply with the regulations of IATF 16949 in case of an absence of a certification according to IATF 16949 and the application of these regulations requires a separate approval by DTAG. Suppliers of software as product or part of a product must additionally provide evidence of a ISO/IEC 27001 certification in the respective valid version.

The Partner will set up its QM system in such a way that its suppliers and their sub-suppliers will also be required to comply with the requirements of this DTST.

## 2. Legal and regulatory requirements for certifications

Over the entire life cycle, i.e. also after the end of production (EOP) of the vehicle, over the period of spare parts supply – up to revocation (incl. re-certifications), the Partner is obliged to meet all legal or regulatory requirements and to take the necessary measures for acquiring and maintaining the necessary product-related and/or location-related certifications in good time (e.g. application of auditing of production sites/technical tests of parts). The aforementioned requirements are dependent on the market or the markets, for which the deliveries are destined.

The Partner must ensure independently and on his own responsibility, that the related documents (certificates, type approvals etc.) are up to date and valid. The Partner must transfer those documents to DTAG on time, without the need of a request by DTAG.

Upon becoming aware of any change of the production process and/or of the company name and/or of the address of a production site, also with regard to sub-suppliers, that may have any effect on the validity of the certifications (e.g. relocating production facilities, tools or entire production sites, a change of address, decommissioning of production sites, end-of-life inventories at suppliers or name changes), the Partner must immediately notify DTAG of said change.

## 3. Auditing

DTAG is entitled to audit and evaluate the Partner’s QM system and quality assurance measures or to have these audited and evaluated by a third party commissioned by DTAG. This can take place as part of a review (e.g. Process audits according to VDA 6.3) after prior notification. As part of its deliveries, the Partner must also enable the auditing of its suppliers and their sub-suppliers by DTAG or a third party commissioned by DTAG. The Partner consents to assist DTAG in identifying weaknesses in the sub-supplier structure. Optimization of the weaknesses which are ascertained is the responsibility of the Partner. DTAG can stipulate quality assurance measures.

Partners that develop and/or supply software, also in combination with hardware, must observe the relevant valid version of the ISO/IEC 330xx standards or Automotive SPICE®.

The maturity level evaluation of the software development process must be verified by the Partner through an assessment in accordance with ISO/IEC 330xx or Automotive SPICE®. At the request of DTAG, the Partner must provide a results protocol of the assessment according to Automotive SPICE® in the current version in accordance with ISO/IEC 330xx.

The Partner must verify at least one continuous process evaluation with Level 1 in all processes of the VDA scope in a comparable project along with a result protocol, according to Automotive SPICE® during the

tendering phase, without being requested. The underlying assessment must not be older than 12 months.

The Partner must verify a continuous process evaluation with Level 1 in all processes of the VDA scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx in the specified project, at the latest 9 months after awarding.

The Partner must verify a continuous process evaluation with Level 2 in all processes of the VDA scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx in the specified project, at the latest 18 months after awarding.

Prerequisite for the participation in a tendering procedure for subsequent projects is to verify a continuous process evaluation with Level 3 in all processes of the VDA scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx. With regard to services the Partner must verify a continuous ASPICE Level 3 to ensure the supply from the Start of Production (SOP).

The execution and scope of the assessment and qualification of the assessors must meet the requirements of the ISO/IEC 330xx and the VDA Blue Gold Volume (Blau-Gold-Band) Automotive SPICE® guideline in the current version.

ISO/IEC 330xx compliant audits can be conducted by independent assessors of the Partner with valid intacs certification or by an external company recognized by DTAG. Assessment results shall be recognized by DTAG only if they have been carried out and documented in accordance with the DTAG Assessment Guideline Automotive SPICE®. DTAG has the right to carry out an assessment itself according to ISO/IEC 330xx or Automotive SPICE®.

In the event of significant deviations from these requirements, the assessment will not be recognized by DTAG. In this case, a reassessment shall be carried out by an independent third party who did not take part in the original, invalid assessment. The costs of this reassessment must be borne by the Partner. DTAG has the right to carry out such a reassessment itself according to ISO/IEC 330xx or Automotive SPICE®.

On request, DTAG must be informed by the Partner of measuring variables (the so-called metrics) in the software development process (e.g. number of errors per lines of code, error distribution over development phases, efficiency measurement in various phases of software development, test coverage such as C1 or equivalent measuring variables). The Partner must define these metrics analogous to the current MISRA Guidelines and the VDA metrics and coordinate them with DTAG.

#### 4. Scientific and Technical State-of-the-art

The Partner shall ensure that its deliveries and services correspond to the scientific and technical state-of-the-art.

#### 5. Quality Planning and Assurance

The Partner actively supports the preventive series preparation through a cooperation model specified by DTAG, for example, according to the VDA Volume "Maturity level validation", and shall provide the necessary resources for this.

The Partner proves the faultless product realization. The Partner documents its quality assurance measures with proof of quality assurance.

The Partner informs DTAG immediately as soon as violations of the zero-defect obligation are foreseeable.

The Partner is responsible for determining and properly defining the special features (e.g. relevant to safety, certification, function and process) in accordance with the specifications, requirement specifications or other DTAG data, as well as for the suitable optimization of production systems, processes and test methods. The Partner must avoid any delivery of products which are not according to contractual specifications or which might lead in combination with other vehicle parts or accessories or by foreseeable (mis-)use of the vehicle to a problem regarding product compliance (DTST 36/03 section IV.). In case of any non-delivery, partial delivery or delivery after maturity by the Partner due to the reasons mentioned above, the rights of DTAG are not affected.

The Partner will inform DTAG immediately if he becomes aware that a product already delivered to DTAG is defective or, in combination with another vehicle part/accessory or due to the foreseeable (mis)use of the vehicle, could lead to a problem with regard to product compliance (DTST 36/03 chapter IV.), and will clarify the situation immediately. The Partner will inform DTAG appropriately about the progress of clarifying the facts and immediately about its result as well as its recommendation (e.g. necessity of a field measure) for products already brought into the field. At the request of DTAG, the Partner will immediately inform DTAG of the current status of the clarification of the facts in the form requested by DTAG (e.g. in writing or by issuing test reports).

Machine and process capability is examined and evaluated on the basis of VDA Volume 4, Ensuring quality in the process landscape. The Partner must ensure and document production process stability over the entire production period by means of suitable process regulation.

A 100 % audit of product and process features must be performed if capabilities are not met. If a product feature cannot be demonstrated with process capability figures, e.g. for specific processes (e.g. welding, heat treatment, casting), proof must be provided by way of secondary features and/or a 100 % test must be employed.

In such cases DTAG can demand that the Partner apply other suitable methods of providing evidence for process security specific to components in series production.

If the Partner is (jointly) responsible for the development of the supplied products and/or services supplied, the Partner must assess the relevance of the said products and/or services supplied in terms of safety or certification, and note the results of such assessments on all technical documentation, drawings and other documentary material. The Partner is additionally obligated to use DTAG designations in its technical documents, drawings and other documentation, which are made available to DTAG. This designation must be continued in an adequate manner in all further documentation. The Partner is obliged to implement the measures to be derived from the designation in current production and to store the related verification.

The Partner must comply with the VDI/VDE Guideline 2862 Part 1 for the safety-relevant fastening systems. DTAG specifications for the designation are:

DS/RA:	Documentation of relevance to safety	Components or systems whose malfunction or failure may lead to a direct risk to the life or limb of other road traffic users are safety-relevant.
DZ:	Documentation of relevance to certification	Components or systems whose data, verifications, construction permits are used in certificates or country-specific registration documents or which are checked on type approval are certification-relevant.

For the purpose of traceability, the Partner, at the request of DTAG, shall identify the components with a unique serial number, the structure of which will be defined by DTAG.

The Partner is obliged to check annually whether its deliveries meet DTAG's specifications (including dimensions, material, reliability, legal specifications, environmental and production control plan) (requalification). The Partner evaluates, documents and archives the results.

These must be made available to DTAG on request.

#### **Cooperation/escalation model**

The model is used in response to serious, repeated or long-standing quality and logistics problems of the Partner.

The Partner's performance is continuously measured by means of KPIs and the findings are made available. If KPIs are exceeded, the model of the respective division takes effect, e.g. Q-H:ELP Truck "Quality Challenges: Recognition, Solution and Prevention".

Depending on the respective classification, additional measures are stipulated by DTAG to be successfully completed in order to exit the escalation model. The Partner is responsible for taking the lead in tracking, measuring, and reporting on the stipulated measures in the agreed upon timeframe. If DTAG supports the Partner by means of the above measures, the Partner reimburses DTAG for the costs that accrue and that are generated by said support.

## 6. Inspections by DTAG

DTAG is entitled to participate in inspections, appraisals, reviews or tests carried out by the Partner and its suppliers and their sub-suppliers; to have these observed by third parties authorized by DTAG or, following prior coordination, to conduct such inspections itself on the premises of the Partner and its suppliers and their sub-suppliers or to have these carried out by authorized third parties.

DTAG has the right to inspect all development documents (software incl. source code for the purpose of analysis, e.g. ascertainment of metrics) and documentation which accompanies production, relating to DTAG.

## 7. Supplier Quality

To ensure sustainable quality improvement, DTAG relies on a case-by-case, time-limited provision of data by its partner, coordinated between DTAG and the Partner. For this reason, in the context of critical situations in series production (e.g. quality or delivery issues) or during critical (pre-series) project launches, specific problem-related data as well as general production and inventory data—in particular overall equipment effectiveness, first time through, finished goods inventory, scrap rate, rework rate, jobs per hour, and daily output—that arise during the production or production process of the parts at the supplier's facility concerning the products intended for DTAG, can be requested regularly from the partner. The partner undertakes to provide DTAG with this data. In the event of irregularities detected during data analysis, the partner will receive an automated notification. These data and their transmission frequency are agreed between DTAG and the partner on a case-by-case basis. The partner ensures that the data to be transmitted are without reference to natural persons and that it is not possible to identify natural persons using the transmitted data. The type and scope of the evaluation of the data provided are reserved solely for DTAG. The transmission shall in no way release the partner from its obligations, in particular the obligation to ensure trouble-free production, monitoring, and a delivery free of defects of the parts. DTAG reserves all rights.



# Handling of Defective Deliveries Following Dispatch from the Production Plant

## 1. Subject Matter of the Agreement

### 1.1 Scope

These regulations apply to the handling of claims by DTAG vis-à-vis suppliers owing to delivery of defective production material or defective spare parts to the extent that these defects have been identified after the products of DTAG (e.g. vehicles, axles or engines) leave the respective production plant or the spare parts have been fitted or sold to customers.

### 1.2 Purpose

These regulations serve to simplify the handling of global claims and are in the interest of both parties focused on cost reimbursement for practical reasons. Parts/spare parts required in the field are initially ordered by DTAG in the usual course of business and remunerated. Costs for defects will be settled retroactively as described in this DTST 18.

### 1.3 Purchasing Terms

The purchasing terms agreed between DTAG and the Partner shall in principle remain unaffected.

## 2. Ascertaining Defects

Defects are ascertained by the DTAG sales organization and then fed into the DTAG systems for processing of quality defects. The damaged parts are provisionally identified as defective by DTAG.

## 3. Handling of Procedures for Standard Recourse

The settlement regulations for standard recourse apply, unless otherwise specified, to defective deliveries. The defective part inspection can be carried out by affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) of DTAG.

### 3.1 Definition and Forming of a Parts Family

The “parts family” tool is used to determine the acceptance rate. A parts family consists of parts with the same function and properties.

As a rule, parts families are formed specific to divisions by arrangement between DTAG and the Partner. If damaged parts with new item numbers are presented during the year or new spare parts numbers arise within the warranty system, new families are agreed during the year by arrangement between DTAG and the Partner or existing parts families are augmented.

In particular, the following parts are pooled in a parts family:

- » Parts that can be substituted interchangeably in a workshop repair
- » Series production parts and spare parts (e.g. new, improved successor parts that replace an older version)
- » different country variants if there are no serious technical deviations
- » across model series for similar and technically comparable components

### 3.2 Return of Parts

#### 3.2.1 Random Sample for the Analysis of Damaged Parts

To reduce the cost of returning and analyzing parts, the inspection to determine defects and the associated cost allocation to Partners are performed using a random sample of removed damaged parts for which defects have arisen within the applicable period of limitation for warranty claims (referred to herein below as a "Warranty Random Sample"). These damaged parts are made available to the Partner by the DTAG inspection stations for purposes of analysis; they are recognizable to Partners in the IT inspection systems (e.g. QEC-Tool/eSEP++) as "warranty goods" and serve as the basis for establishing the acceptance rate.

Unless otherwise agreed upon, the Warranty Random Sample as a rule comprises 10 % to 30 % of the damaged parts within a parts family from Germany (referred to herein below as the "Reference Market") within a settlement period. Random parts from defined European operations are submitted for Daimler Buses.

The Partner is to notify DTAG in advance of any modifications of the scope of the random samples and the markets from which such samples are selected for specific parts families, provided such modifications are feasible and economically viable, provided that the modifications can be expected to deliver further insights and to improve the quality work in each individual case. DTAG will review the notification made by the Partner and may adjust the mechanism for selecting parts in the sample if required.

Should the scope of the random sampling performed as part of the Warranty Random Sample be lower than 10 % of the damaged parts in the Reference Market, then the parties may agree by mutual consent to adjust the acceptance rate determined in this way, unless this shortfall had been coordinated with the Partner.

At the instruction of DTAG or on request by the Partner, specifically targeted damaged parts that do not form part of the Warranty Random Sample – e.g. from certain countries, produced

in specific periods of time, or subject to certain fault symptoms – can be returned and forwarded to the Partner for analysis. These damaged parts are identified for the Partner in the IT inspection systems (e.g. QEC tool/eSEP++) as "goods subject to inspection"/"Prüfware" and will not influence the acceptance rate.

3.2.2 Procedure in the Event the Number of Damaged Parts is Not Representative Should there be indications that the damaged parts from Germany do not reflect the global failures in a representative way, or that no damaged parts originate in Germany, DTAG may also include damaged parts from other countries in the Warranty Random Sample. Such an expansion of the Reference Market will follow the following sequence in principle:

» the sequence will follow the turnover figures in descending order of the DTAG vehicles that are equipped with parts from the affected parts family.

DTAG shall notify the Partner in advance of the intended expansion of the Reference Market in each specific case. The Partner may object to such expansion of the Reference Market, observing a period of fourteen (14) days following the notice, doing so in writing and providing objective grounds for its objection. Should the Partner not object to the expansion of the Reference Market, or should the Partner fail to provide objective grounds for such objection within fourteen (14) days, the expansion of the Reference Market will be deemed as having been confirmed by the Partner; DTAG is to indicate this consequence to the Partner in its notice. Should the Partner object to the expansion of the Reference Market within this period, DTAG and the Partner shall agree on a provision governing the Reference Market.

3.2.3 Compilation of a Random Sample of Fifty (50) Parts in One Settlement Period Once fifty (50) damaged parts of a parts family originating from the Reference Market within one settlement period have been submitted for inspection, it is to be assumed that this random sample is representative. DTAG may filter out the warranty parts for the corresponding settlement period. DTAG shall notify the Partner about this. The acceptance rate shall be agreed on this basis. Should the Partner not object to this procedure, or should the Partner fail to provide objective grounds for such objection within fourteen (14) days, the procedure shall be deemed as having been confirmed by the Partner. DTAG is to indicate this consequence to the Partner in its notice. Should the Partner object to the procedure in writing within fourteen (14) days of the written notice, citing objective grounds for such objection, shipping shall recommence.

In order to identify new damage patterns or potential long-term defects, the Partner shall continue to be under obligation, also in the event the shipping of parts is discontinued, to analyze individual parts that DTAG has made available to it as goods subject to inspection.

3.2.4 Early Compilation of a Representative Sample from Specific Production Periods If, in an individual case, it is not to be expected that continuing the analysis of damaged parts will deliver further insights, it is possible to mutually agree an acceptance rate early with the Partner for certain parts from a parts family originating in specific production periods (e.g. by a "Gala"-Agreement). From the time of notification by DTAG to coordinate an acceptance rate, no further parts from this parts family will be sent from the production period concerned. If the Partner objects in writing and provides objective grounds for determining an acceptance rate, the shipping of parts will be resumed. Any parts for which an acceptance rate was agreed early shall be filtered out from their parts family.

For example, in order to be able to identify new damage patterns or potential long-term defects, the Partner shall continue to be under obligation, also in the event an acceptance rate has been agreed early, to analyze individual parts that DTAG has made available to it as goods subject to inspection.

### 3.3 Performance of Damage Analysis and Determination of Acceptance Rate (AQ)

The VDA Volume "Field Failure Analysis" in conjunction with MBN 10448 is to apply for analyses of field failures, the latter can be accessed via the DTAG Supplier Portal. Partner shall submit an inspection handbook outlining in detail the standard field failure analysis process and the NTF field failure analysis process in accordance with the VDA volume "Field Failure Analysis". For new awarding, an inspection handbook must be provided at the latest by the time of PPAP. An inspection handbook template can be found on the Daimler Truck supplier portal.

#### 3.3.1 Deadlines in Damaged Part Analysis

In the analysis of damaged parts by Partner, the Partner shall confirm receipt of parts using the IT systems provided by DTAG for processing the analysis (e.g. QEC-Tool/eSEP++) within five (5) calendar days of receipt and shall send DTAG a status response with its initial test findings and measures that can be implemented immediately, and shall do so within fourteen (14) calendar days of receiving the parts.

The Partner shall notify DTAG of its conclusive findings (see VDA volume "Damaged part analysis field" Section 2.2 "Test status and test strategy in damaged part analysis") no later than twentyeight (28) calendar days after it has received the parts. The result of the inspection must include statements on the causes of the failure and implementable measures serving the final and conclusive remedy of the defect, in the form of an 8D Report compliant with the VDA guideline.

In the case of "priority parts"/"Prioritäts-Teile", the Partner is to provide feedback to DTAG within seven (7) calendar days of receiving the parts, with its initial test findings and measures that can be implemented immediately. Furthermore, a reduced period of fourteen (14) calendar days shall apply for the notice regarding the conclusive inspection result. Priority parts must be identified accordingly in the system; they are e.g., start-up parts (vehicle, component, system), parts from immobility cases, or safety-relevant parts.

If the Partner does not meet the deadlines for its conclusive findings, the parts concerned will be considered accepted; DTAG shall notify the Partner of this consequence in the system.

Parts rejected by the Partner shall remain the property of DTAG. Should these parts have been marked in the IT inspection system (e.g. QEC Tool/eSEP++) as "relevant for returns"/"rücklieferrelevant", the Partner must return them to DTAG within fourteen (14) calendar days (with the date of receipt by DTAG governing the timeliness of the return) after conclusive findings have been notified in delivery condition (in appropriate condition if subjected to destructive testing agreed with DTAG). Where rejected parts are not marked as "relevant for returns", the parts are to be held by the Partner in a quarantine store for ten (10) weeks after conclusive findings have been notified and are to be made available to DTAG at the latter's request. Following expiry of this period, the Partner is to scrap the parts. Should the Partner fail to comply with these obligations to return and store the parts, the corresponding parts shall be deemed accepted; DTAG shall notify the Partner of this consequence in the system.

Parts accepted by the Partner are exempt from any duty to return or store them.

The deadlines set out in the present Section may be modified by the parties' mutual consent if such modification is justified.

In case the Partner wants to extend deadlines, the Partner shall ask the responsible inspection station in writing and shall document the current status of the analysis result and the reasons and the target date in the IT inspection system.

### 3.3.2 Calculating Acceptance Rates (AQ)

DTAG calculates the acceptance rate on the basis of the results of the damaged part analysis according to the formula below. All acceptance rates usually relate to a specific parts family and a defined incidence period. The acceptance rates identified shall be applied to global damage claims.

The acceptance rate is calculated as the number of damaged parts accepted by the Partner out of all damaged parts submitted as "warranty goods".

The DTAG inspection station reserves the right to audit the damaged part analysis process with the Partner at any time after providing suitable notice in line with the VDA Volume "Field Failure Analysis". This audit also assesses the implementation of all sections of "MBN 10448". In addition, DTAG reserves the right at any time to monitor the analysis performance of its Partners through appropriate performance parameters.

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$$\text{AQ}[\%] = \frac{\text{[(Total of accepted damaged parts) + (0,5x(Total of NTF-cases*)) + (Total of damaged parts not analyzed on time)] + (Total of parts not returned on time)}}{\text{(Number of damaged parts analyzed)}} \times 100 + \text{AZ}[\%]$$


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AQ[ %] can be a maximum of 100 %

\* see section 3.3.5

### 3.3.3 Product and Process Changes and Production Relocations

In the event of product changes, process changes, or production relocations not advised by the Partner in line with DTST 13 or not confirmed by DTAG, the acceptance rate shall be 100 %, unless the Partner proves that there is no causal connection with the defect. In the case of assemblies or multi-part deliveries, this shall include the parts procured by the Partner from Sub-contractors or Sub-suppliers.

### 3.3.4 Cost Settlement as Part of Damaged Part Analysis

The costs incurred in connection with the damaged part analysis shall be borne by the Partner and DTAG each respectively. Transportation and logistics costs incurred shall be paid by the respective recipient. If the Partner demands additional returns of parts other than the Warranty Random Sample, the Partner shall bear the transportation and logistics costs incurred.

### 3.3.5 No Trouble Found (NTF) Process

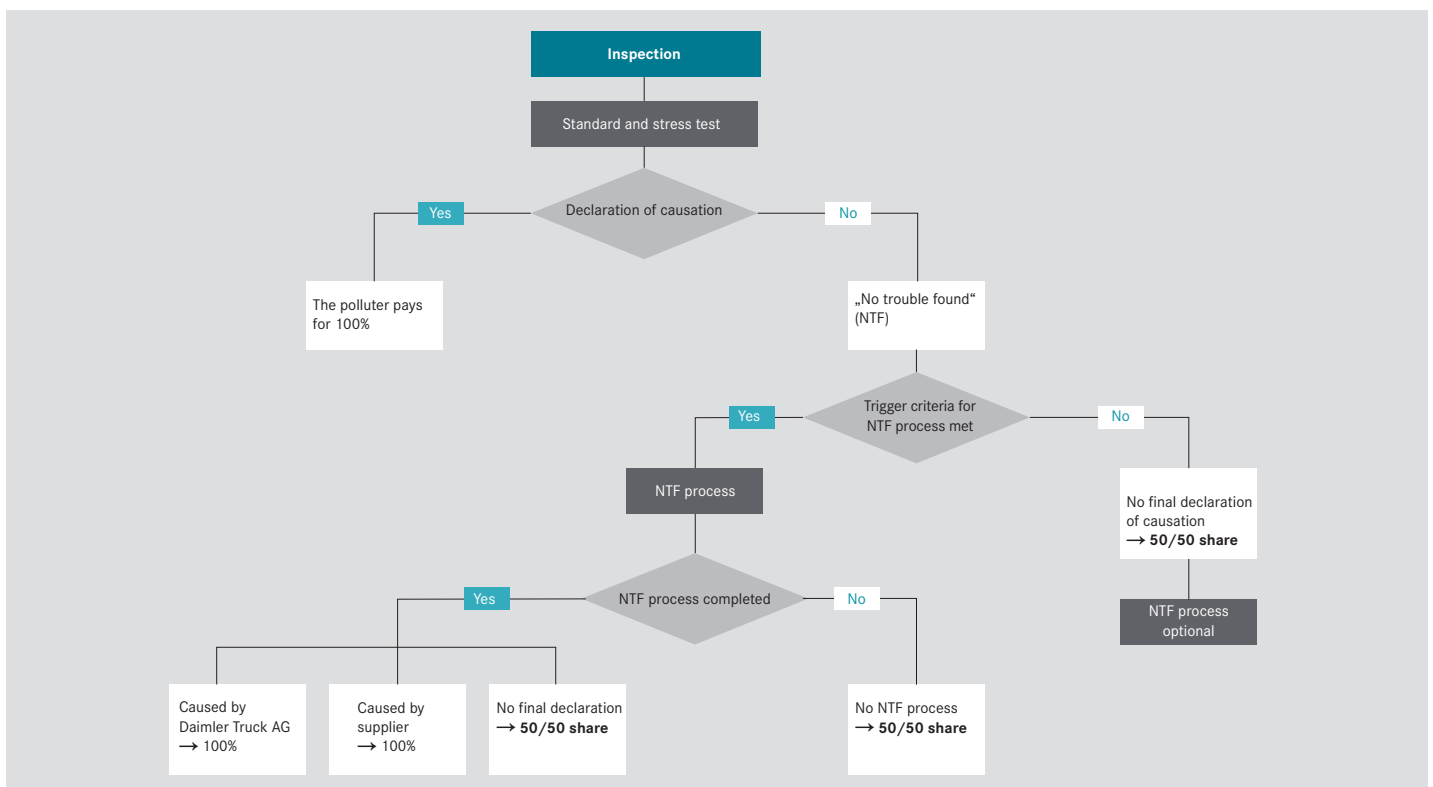
The NTF process is used to find the cause of a problem that could not be identified in the damaged part analysis. If no fault or cause of failure can be determined after the damaged part analysis has been carried out, so that a customer complaint cannot be traced back to the Partner through the damaged part analysis ("No trouble found"), an NTF process is carried out in accordance with the triggering criteria of "MBN 10448".

This is started by the Partner and carried out together with DTAG based on the VDA-Band „Schadteilanalyse Feld“ and the "MB Norm 10448 Schadteilanalyse Feld". If the NTF process does not make sense in individual cases for economic reasons, DTAG and the Partner will coordinate this individually.

If there is no NTF process or if a declaration of causation is not possible after an NTF process has been carried out, the damaged parts are taken into account at 0.5 when calculating the acceptance rate in terms of joint responsibility for product quality. DTAG remains entitled to provide evidence of a higher acceptance rate and the Partner to provide evidence of a lower acceptance rate.

If an NTF process is carried out, the result of the NTF process is taken into account in the acceptance rate. Accordingly, a damaged part with an identified defect is included in the acceptance rate as a recognized damaged part at the expense of the Partner.

If the Partner does not provide suitable test instructions for the workshop and/or if these test instructions lead to NTF disassemblies, the Partner can be held responsible for up to 100 % of the NTF costs.



\* The diagram relates to a single damage, the percentage (50 or 100 %) refers to the respective components, but not to the overall acceptance rate.

### 3.4 Processing of Warranty Claims

#### 3.4.1 Warranty Cost Determination

The Partner shall reimburse DTAG the following costs per claim in the event of standard recourse if these are due to defective performance (warranty costs):

- » DTAG purchase price of the spare part in the year the damage occurred
- » all costs resulting from damage to other components if, as a result of the defective delivery or service of the Partner, other vehicle components than the defective part are damaged or other parts must also be replaced in the course of the repair of the defective part delivered, unless the Partner can prove that it is not responsible for this ("Consequential Damage").
- » 40 % of the purchase price of the spare part and the Consequential Damage in the year it was incurred ("handling costs") as compensation for expenses in central spare parts operations, for the transportation costs of spare parts from receipt of goods at DTAG to the place of subsequent performance, for service workshop expenses, for parts procurement, storage, and other ancillary costs; the Partner may provide evidence that these costs have not been incurred or were incurred at significantly less than 40 % of the

purchase price of the relevant spare part and/or of the Consequential Damage  
» all labor costs (removal and installation costs including diagnosis and analysis costs) as the average wage cost in line with the actual wage costs incurred in service workshops worldwide in connection with the defect

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**Warranty costs = DTAG purchase price + Consequential Damage + Handling costs + Labor costs**

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### 3.4.2 Calculation of Recovery Volume

The recovery volume is calculated by multiplying the acceptance rate (AQ) by the sum of warranty costs worldwide.

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**Recovery volume = AQ x warranty costs worldwide**

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### 3.4.3 Invoicing in Standard Recourse

The warranty costs are determined for each calendar year ("year incurred", this being the year in which the damage occurred). The Partner usually receives an annual debit memo from DTAG for the recovery volume recorded in the past calendar year in DTAG systems worldwide and the claims assigned to the Partner.

## 4. Handling of Procedures for Special Recourse

Special recourse shall be given for defective deliveries if these have led to a field measure or to a series damage.

### 4.1 Field Measure

A field measure within the meaning of these regulations occurs when a product violates statutory or administrative regulations, particularly safety or emission-related regulations, and therefore actions to remedy these defects of in-use products are ordered by the responsible authorities or performed voluntarily by DTAG.

### 4.2 Series Damage

Series damage occurs in the event of every defect that, based on goods of the same type delivered in one production month (calendar month) leads to a defect rate in vehicles of more than 3 % (defective vehicles/ total vehicles produced, which were produced with the delivery goods of the same type). In the event of a defect rate of less than 3 %, it will be coordinated with the Partner whether this damage will also be treated as series damage.

### 4.3 Processing of Warranty Claims

Claims for defects in special recourse are generally settled in accordance with the regulations of standard recourse. In the event of special recourse, the Partner shall also compensate DTAG for the expenses and damages required to carry out the field measure or the measure(s) resulting from the series damage.

## 5. Claims Despite Acceptance

The acceptance or approval of submitted samples by DTAG and compliance with the test specifications shall not affect the claims of DTAG.

## 6. Deliveries/Performance by Third Parties

The Partner shall generally manufacture the parts itself. In case the Partner procures deliveries and/or services for the manufacturing of the parts from third parties ("Sub-contractors") or in case the Partner procures the parts from third parties ("Sub-suppliers"), the Partner shall continuously monitor that these deliveries and/or services are free from defects.

In case DTAG raises claims against the Partner due to defective parts and should these claims be subject to

a fault [Verschulden] of the Partner, the Partner shall also be liable for faults [Verschulden] of Sub-contractors and Sub-suppliers to the same extent as own faults [Verschulden].

## 7. Other Rights

Other statutory or contractual rights of DTAG remain unaffected by these regulations.

## 8. Information Relevant to Recourse for the Partner and Contact Persons

The Partner may obtain information relevant to recourse from the IT recourse system maintained by DTAG via the DTAG Supplier Portal, or also by receiving a notification from Daimler Buses. It is in the interest of the Partner to regularly review this information as it will provide the Partner with an overview, for example of defects of its parts.

In order to ensure smooth communications in cases of recourse, the return of damaged parts, and their analysis, the Partner shall identify to DTAG at least one responsible contact person and shall inform the Daimler Trucks and Daimler Buses business areas to which it makes deliveries without undue delay of any changes of contact persons and/or modifications of their contact information. Disadvantages incurred by the Partner as a result of failure to update contact data in the agreed IT system shall be borne by the Partner.

## DTST 27/02

# Failure mode and effects analysis (FMEA)

The Partner shall create and maintain a Design and Process FMEA for the system and/or component (component part) which is to be developed/supplied in a timely manner using a suitable system. The procedure thereby must comply with the AIAG/VDA FMEA manual. The Partner is solely responsible for his FMEA scope.

The interfaces of the FMEA shall be coordinated with the responsible DTAG department prior to the creation of the FMEA. If necessary, the assessment of the error severity level of the error consequences ("B") must be agreed upon between the Partner and the DTAG department.

If the product (system) to be developed/to be supplied includes software scope, the system architecture/structure should preferably be presented in a function-oriented manner. The structure can be derived from a function analysis that describes the interactions between a system's functions and sub-functions. The key software functions shall be analyzed analogous to hardware functions and must be taken into account the system architecture/structure.

The documentation of the method and the evidence of the execution of the FMEA incl. documents shall be provided to DTAG for inspection upon request.



# Logistics

DTST 17/02	Delivery Call-off
DTST 28/02	General Packaging Regulation and Handling of Containers
DTST 29/02	Shipment of Goods
DTST 35/02	Communication with DTAG via Electronic Data Transmission (EDI) and Supplier Portal

## 1. General Section

### 1.1 The Delivery Call-off

The binding quantities to be delivered by the Partner and the delivery dates are set out in the individual DTAG delivery call-offs. The delivery call-off is created by DTAG for each object number<sup>(1)</sup> and sent to the Partner by way of RDT (remote data transmission). Should a certain standard format be necessary due to procedural deliverables, the same must be specified and utilized by DTAG.

Upon the request of the Partner, in exceptional cases and with the explicit consent of DTAG, delivery call-offs may be transmitted by EDI (electronic data interchange) web, e-mail or fax instead of RDT.

DTAG can send the delivery call-offs directly to the Partner's production plants upon any such request by the Partner; in such cases, the Partner shoulders the responsibility of proper fulfillment of the delivery call-offs.

The released quantity in the delivery call-offs is assigned to exact delivery days over a short-term period (up to 4 months). The delivery days are defined as arrival dates [i.e. same-day delivery] (goods receiving section at DTAG) and must be adhered to by the Partner.

The respective delivery must always be made on the basis of the last transmission, i.e. on the basis of the latest delivery call-off.

### 1.2 Purchase Commitment

In the event of full or partial cancellation of delivery call-off quantities by DTAG, the purchase commitment specifies periods for which DTAG is obligated to accept parts or feed stock.

DTAG's purchase commitment results from each delivery call-off per object number from the fields "Production release" and "Material release". The period of production release regulates the released quantity, for which DTAG is obligated to accept parts produced. The material release period governs the released quantity for which DTAG is obligated to accept feed stock.

The period of production release or material release always begins on the date the delivery call-off is created and applies with daily progression for the stated period as long as no new delivery call-off is issued.

The production and material release periods of "2 + 2" months applies: The production release and the material release each refer to a period of two months.

There is no purchase commitment for quantities outside the production and material release period.

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<sup>(1)</sup> The materials/parts used at DTAG are well-defined according to object numbers/groups.

The explanations and design/structure of this are documented in the "Manual of DTAG Object Numbers" in the DTAG Supplier Portal at <https://supplier.daimlertruck.com>.

### 1.3 Communication with DTAG regarding the delivery call-off

The released quantities and delivery dates specified by DTAG in the delivery call-offs must be adhered to by the Partner. Confirmation of the delivery call-offs by the Partner is not necessary.

Unless otherwise agreed with the DTAG plant, the Partner is obliged to proactively enter all incoming delivery dates and quantities that are at least within the delivery time (transport time) in the SMB module BBM (Demand and capacity management).

If delivery quantities and/or delivery data cannot be fulfilled or complied with by the Partner, the Partner is obliged to communicate this in the SMB (Supplier Management Base) – module BBM (Demand and inventory management) to DTAG for approval by means of corresponding entries. In such cases, the Partner must enter concrete delivery quantities and delivery data with arrival times (time of the day) in the BBM and also immediately contact and coordinate with the responsible material scheduler (Materialdisponenten) at DTAG.

The notification does not release Partner from the obligation to bear the costs of possible consequential damages.

In addition, the Partner undertakes to enter his capacity specifications in the SMB – module BKM (Demand and capacity management) and to regularly compare and update it with the requirements. The technically possible output quantity using a normal shift model (normal capacity), the output quantity using a maximum shift model (maximum capacity) and the current delivery capacity of the respective object numbers or part families must be entered in the BKM for a specific period of time and kept up to date.

Changes to own capacities are to be mapped proactively, promptly, plausibly and completely by the Partner.

The Partner must ensure the production capacities of its suppliers. To secure the feed stock demand, the Partner shall inform its suppliers of the necessary requirements.

The Partner undertakes to certify its own employees in the use of the SMB modules at the Daimler Truck Supplier Academy. The certification applies to the individual users and must be available for all employees working in the SMB module. DTAG reserves the right to request recertification if the use of the SMB modules does not comply with the required standards.

## 2. Pick-Up-Sheet

### 2.1 Pick-Up-Sheet as supplementary delivery call-off type

The pick-up sheet (PUS) can be used as a supplementary delivery call-off type. The delivery call-off is used by the PUS as a framework delivery call-off for purposes of preview and capacity planning; the purchase commitment is also based on the delivery call-off (cf. No. 1.1).

Upon receipt of the PUS, the shipment/delivery control is transferred from the delivery call-off to the PUS. The specification of the pick-up day is an essential feature in the pick-up sheet process. The Partner must make the materials/parts available well in time to be collected on the pick-up day.

The PUS is transmitted in the standard format VDA 4985. Alternatively, and only with the prior consent of DTAG, the PUS can be made available by DTAG on the IBL platform (Inbound Logistics) in exceptional cases.

### 2.2 Communication with DTAG regarding the Pick-Up-Sheet

If release quantities cannot be fulfilled in the pick-up sheet process on the respective pick-up day, the Partner must create a special pick-up sheet (SPUS) for the delta quantity. The system automatically forwards the information from PUS and SPUS to the SMB-BBM platform and displays it there (see also No. 1.3.). The regulations on delivery call-offs in No. 1.1. apply accordingly.

Over-deliveries are not possible in the pick-up sheet process.

Further details are described in the “Guideline for Pick-Up-Sheet Suppliers of DTAG <sup>(2)</sup>”.

<sup>(2)</sup> The guide can be downloaded from the DTAG Supplier Portal at <https://supplier.daimlertruck.com>.

## DTST 28/02

## General Regulations for the Handling of Load Carriers

To supply production and optimize the CO<sub>2</sub> footprint, DTAG uses reusable packaging, known as pool or special load carriers, in its deliveries with Partners. For this purpose, DTAG and its Partners agree to follow the **Supplier Load-Carrier Guideline**, which is accessible on the Daimler Truck Supplier Portal at <https://supplier.daimlertruck.com>. Specifically, the following agreements apply:

1. Information exchange regarding load carrier management processes between DTAG and the Partner exclusively occurs through the Load Carrier Application within the Daimler Truck Supplier Portal (referred to as the “**Load Carrier App**”). This app also contains training materials.
2. **Procurement of load carriers** based on DTAG designs is typically done by DTAG and remains DTAG’s property. Partners are not allowed to procure or circulate load carriers based on DTAG designs or their replicas. For special load carriers, demand determination is coordinated between the Partner and the receiving plant.
3. DTAG keeps records of pool load carriers and selected special load carriers. Partners are obligated to review the loan accounts in the **Load Carrier App** and report any incorrect or missing load carrier transactions. If Partners fail to raise a claim within the specified period, the indicated balances are considered accepted by the Partner.
4. Empty container supply is managed by the respective receiving plant or an optimized empty container dispatch center based on account management and demand planning. Partners must support this process by continuously monitoring empty container stocks and bookkeeping. In case of impending load carrier shortages, Partners must inform the empty container dispatch centers of the plants in a timely manner, considering the empty container availability time. **Even in the event of empty container shortages, the Partner’s delivery obligation remains unaffected.**
5. DTAG reserves the right to reclaim excess load carriers. If load carriers are not returned, DTAG is authorized to perform replacement procurement and invoice the Partner at market prices.
6. When DTAG provides load carriers, it charges a **usage fee**.
7. For all pool and selected special load carriers, Partners are required to conduct an annual inventory by December 31st and report it in the Load Carrier App. The Partner is responsible for the accuracy of the count results. If **discrepancies** are detected during subsequent inventory processing, DTAG will perform replacement procurement and bill the Partner, along with a processing fee, unless the Partner is not at fault.
8. Failure by the Partner to fulfill timely and quantity-based inventory reporting obligations is considered a total loss of load carriers. DTAG is entitled to perform replacement procurement and invoice the Partner at market prices.
9. The packaging is determined by the responsible packaging planner at the receiving plant in consultation with the designated packaging planner of the Partner stored in the Load Carrier App. Packaging data sheets are available in the **Load Carrier Application**. The packaging requirements must be strictly adhered to during goods delivery to DTAG. In case of logistical errors, such as deviations from packaging regulations, DTAG may invoice the Partner for any additional costs incurred, unless the Partner is not responsible.

The **scope for pool load carriers** must be coordinated with DTAG’s central load carrier management. In exceptional cases, DTAG is authorized to temporarily reduce additional needs granted for pool load carriers by a maximum of 2 days, but no more than the base range of 5 working days. For specific delivery forms (e.g., JIS, JIT), the base range is adjusted. **Changes in delivery form or location transfers** must be coordinated with DTAG’s procurement and the relevant receiving plant before implementation and promptly communicated to the responsible load carrier planner upon discovery.

## 1. General

The following provisions apply to the shipment of goods, including the requirements pertaining to the creation of delivery notes and goods labels as well as other documents.

### 1.1 Declaration of Origin of Goods (in Terms of Commercial Laws)

The Partner must indicate the non-preferential origin (commercial law) in accordance with Art. 59 et seq. of Regulation (EU) Nr. 952/2447 in the respectively valid version.

If the partner issues a negative long-term supplier declaration, according to Section 1.2, he will automatically transmit an "IHK-long-term supplier declaration" for the commercial origin.

Additionally, if the partner realizes that past declarations of the non-preferential origin of goods (IHK (long-term) declaration) were wrongly issued, he must immediately pass on that information according to the contact data on the long-term supplier declaration.

### 1.2 Declaration of the Preferential Origin of Goods

If the Partner's place of business and/or production plant is located in the European Union, in accordance with the valid regulations concerning the preferential origin of goods, the Partner must issue a declaration pursuant to Art. 61 – 66 Implementing Regulation (EU) Nr. 2015/2447 in the respectively valid version (individual or long-term declaration). In this case, the indication of commercial origin must be taken together with the issuing of the (long-term) supplier declaration on the preferential origin. As a general principle, with the order or – in the case of an ongoing business relationship – annually, the Partner shall receive the following from DTAG:

- a) a request for the submission of a (long-term) supplier declaration including a description of the binding procedural approach to be observed, or
- b) a corresponding letter with the (long-term) supplier declaration form to be used.

The Partner shall submit the signed (long-term) supplier declaration to DTAG within a period of four weeks following the receipt of the request/letter, but not later than the time of delivery.

Generally, each (long-term) supplier declaration must be signed by hand. The responsible individuals must be identified by name and their position in the company must be disclosed. In the event of electronic preparation, a handwritten signature can be omitted. In such a case, DTAG must be provided with a written declaration of commitment at the latest with the transmission of the first declaration (see also Art. 63 Section 3 DVO (EU) 2015/2447). The declaration of commitment must be sent to DTAG (contact data in accordance with the long-term supplier declaration-form). The Partner is obliged to use only the form sent by DTAG.

The Partner must notify DTAG without delay if the disclosures provided in connection with a (long term) supplier declaration no longer apply (contact data as found on the long-term supplier declaration). The Partner needs to issue a (long-term) supplier declaration even if it is certified herewith that the delivered goods do not have a preferential EU origin within the scope of the respective agreement. It is then presented on the basis of a price breakdown in the form of the LOP (long term supplier declaration for goods without preferential origin status) indication of "parts number", "parts declaration", HS position (according to the Harmonized System (HS) of the World Customs Organization) and value of non-originating materials used to identify what proportion of the product is non-originating, so that it can be determined to what extent – in compliance with the list rules – the allowable threshold has been exceeded. This procedure allows DTAG to consider the preferential EU origin as part of its own calculation process. Accordingly, a (long-term) supplier declaration must be submitted for each delivered product, irrespective of its actual origin.

In addition, the Partner must also notify DTAG contact data as found on the long-term supplier declaration) without delay if it turns out that declarations issued in the past concerning the preferential and non-preferential origin of goods (supplier declaration/long term supplier declaration were issued wrongly.

If the Partner's place of business and/or production plant is located in a country with which an EU free trade agreement is in existence, the Partner shall issue documentary proof of preference (movement certificate/ declaration of origin on the invoice) for each delivery. The provisions of the respective free trade agreements must be observed.

In the run-up to the conclusion of an agreement on a serial delivery, DTAG requests a so-called "Tender Supplier Declaration" from potential Partners. He hereby declares, in case of a serial delivery, EU-origin goods with corresponding proof of origin in accordance with Regulation (EU) No. 2015/2447 within the meaning of the preferential agreements concluded by the EU, will be supplied. This declaration serves as a basis for DTAG to make forecasts of the preferential originating status of the goods manufactured using these materials and, at the same time, provides the basis for awarding the serial delivery order.

For the declaration to be submitted, the "Tender Supplier Declaration" is requested from the Partner in the context of the previous series together with a corresponding letter and a form specification. The "Tender Supplier Declaration" expressly does not constitute a (long-term) supplier declaration within the meaning of Regulation (EU) No. 2015/2447.

### **1.3 Notification Obligations for Goods Subject to Export Control**

The Partner is obligated to notify DTAG if the goods supplied (including software and technology) are recorded in export control lists of goods required under German, EU or US Export Control Law and the national export control law of the goods' country of origin (e.g., Common Military List, Annex I of the EU-Dual-Use-VO Nr. 2021/821, US-Commerce Control List). If the supplied goods represent "US goods"<sup>(1)</sup> as defined in US Export Control Law (= items subject to the EAR or subject to the ITAR), the Partner must notify DTAG accordingly. If the supplied goods contain US portions, the Partner is also obligated to declare the total value (standard purchase price or current market price) of the US portion and the applicable export control classification (ECCN XXXXX or EAR99), if this information is available to the Partner. For the fulfillment of the aforementioned notification obligations, the Partner must report the relevant export list numbers (e.g. item number on the German export control list and/or Annex I of the EU-Dual-Use-VO Nr. 2021/821, Export Control Classification Number [ECCN], U.S. Munitions List [USML] etc.) and, where applicable, the value of the corresponding portion of US goods contained in the respective goods item with disclosure of the DTAG part number (if available) to the DTAG Central Export Control Department (mail to: [exportcontrol\\_dttag@daimlertruck.com](mailto:exportcontrol_dttag@daimlertruck.com)).

Moreover, the Partner is obligated to inform DTAG without delay of all changes in terms of classification with data of delivered goods that is relevant for purposes of export control. Any questions in this regard must be addressed to the above-mentioned email address.

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<sup>(1)</sup> US goods = all goods produced in the USA as well as all goods produced outside in the USA with a US value share of > 10 %; all goods produced on the basis of controlled US technology; all military US goods (ITAR), even when they are incorporated in civilian goods.

#### **1.4 Deliveries in Accordance with Incoterms 2020/Groups E and F**

In case of deliveries “FCA (... specified location)” or other terms of delivery in accordance with Incoterms 2020/Groups E (EXW) and F (FCA, FAS or FOB), the Partner shall only transfer the goods to the freight forwarder commissioned by DTAG (see Section 1.16). Intermediate use of a freight forwarder by the Partner is not permitted. If, contrary to the agreed upon terms of delivery, the Partner delivers the goods to DTAG itself, the Partner bears the freight costs and risk up to the takeover by DTAG.

#### **1.5 Deliveries in Accordance with Incoterms 2020/Group D (DAT, DAP or DDP)**

If the Partner commissions the freight forwarder, the freight forwarder to be commissioned and the vehicle configuration to be used must be coordinated with the transport logistics or incoming goods department of the receiving plant of DTAG.

#### **1.6 General customs duties**

In case of deliveries of goods requiring customs treatment, the delivery note or the invoice shall include all customs relevant information and payments according to the applicable Incoterms 2020 (e.g. place of delivery, freight and insurance costs).

All costs not directly related to the goods shall be itemized separately on the delivery note or the invoice (e.g. costs for construction and training in case of supplies of machines and tools). In the case of deliveries which are not part of a sale of goods transaction, e.g. deliveries made free of charge, leasing or rent of goods, a pro-forma invoice declaring the commercial value of the goods is still required. In the case of deliveries made free of charge the pro-forma invoice shall state the reason why the delivery is made free of charge (e.g. sample deliveries or returning goods etc.).

Unless otherwise agreed, the Partner shall be responsible for the compliant export of the goods from his customs territory, which includes the fulfillment of all applicable obligations imposed on the Partner as exporter (Exporter of Record) by law. Unless otherwise agreed, DTAG shall be responsible for the compliant import of the goods in the country of destination, which includes the fulfillment of all applicable obligations imposed on DTAG as importer (Importer of Record) by law. If the Partner assumes responsibility for customs clearance in connection with the import of goods in the country of destination without DTAG’s prior explicit approval in written form, the Partner shall bear all customs duties and other import charges, fees and costs in connection with such import, which incur for DTAG due to the possible loss of advantageous customs procedures (e.g. customs procedures of commercial relevance, customs warehousing, Customs Free Zones etc.).

The Partner shall provide or make available upon DTAG’s request all documents, certificates or the like, which are necessary for the import of the goods by DTAG (e.g. preferential and non-preferential origin certificates, conformity certificates etc.).

If the Partner supplies goods from a customs territory, with which the country of destination has concluded a free trade agreement/preferential agreement (FTA), the Partner shall provide the certificate of origin/preference declaration for such goods required by the relevant FTA to DTAG, provided the goods meet the applicable Local Content criteria.

Commercial benefits from special customs procedures (e.g. inward processing), which have been implemented by the Partner, shall be transferred to DTAG via parts price.

#### **1.7 Scheduled Goods**

Scheduled goods are all timed and/or dated shipments which are scheduled outside the regular shipping runs. In this case the Partner must coordinate the shipment type with transport logistics of the receiving plant and the order planning department. This must be recorded in written form.

#### **1.8 Shipping/Transport Sequence Disturbances**

The Daimler Truck “General Purchasing Conditions Production Material and Spare Parts for Motor Vehicles” regarding “Irregularities and Delay” apply to any disturbances in the specified sequence, including disturbances caused by second tier suppliers. Additionally, the Partner must inform the freight forwarder immediately either verbally or in written form with exact disclosure of the reason and type of the disturbance.

In case of disturbances of already notified transportation, the costs that may result from this on sides of the freight forwarder are to be borne by the Partner, unless they are not attributable to the Partner.

### **1.9 Excess Deliveries/Partial or Advance Deliveries**

The required quantities called-off in accordance with DTST 17 and delivery dates must be observed by the Partner.

In case of Excess/Partial or Advance deliveries, the Daimler Truck “General Purchasing Conditions Production Material and Spare Parts for Motor Vehicles” regarding “Irregularities and Delay” apply.

If, counter to this stipulation, the Partner transfers the goods to a freight forwarder or carrier etc. commissioned by DTAG, the Partner bears the risk up to transfer in the DTAG recipient plant.

### **1.10 Weight Determination**

The Partner is responsible for proper determination of the gross weight and tare weight of the shipment. If DTAG commissions the Partner via pick-up sheet, the Partner is, without undue delay, obligated to inform DTAG about weight differences concerning the self-determined weight and the weight set by DTAG. If weights are improperly stated, DTAG passes on the added freight charges, plus processing fee, to the Partner.

### **1.11 Information Obligation**

Planned changes to the shipping or receiving location, e.g. due to the relocation of production to a different plant of the Partner or the establishment of a shipping warehouse in a different location, must be reported to the materials purchasing department and the responsible material manager. In cooperation with the plants involved, an economic viability analysis will be created, the results of which might have an impact on pricing for parts. A physical change of the location may only take place after a corresponding amendment to the purchase agreement and the associated approval of DTAG. In this case the Partner needs to request the issuing of a separate supplier number or the addition of an index to the existing supplier number. If a location change is affected without DTAG's approval, the Partner shall bear all arising costs and damages.

### **1.12 Shipment of Hazardous Goods**

In the context of the agreed services that are assumed by the Partner, activities relevant to hazardous goods as per Section 2 of German Hazardous Goods Transportation Act (GGBefG) (packaging, loading, transportation, unloading, receiving, classifying dangerous goods and waste...) may be necessary.

The Partner is obligated to submit the shipment for forwarding in accordance with the regulations governing the transport of hazardous goods. The Partner's assigned duties and responsibilities as commissioner of the sender, sender, packer, shipper, filler, unloader, and recipient arise from Sections 17-30 and 35 of the German Regulation Concerning the Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB) in conjunction with Section 1.4 ADR/RID/ADN, from Sections 17-26 Transport of Dangerous Goods by Sea Ordinance (GGVSee) in conjunction with Section 1.3 IMDG Code and/or as per ICAO-TI/IATA-DGR. The Partner shall be responsible for all damages incurred because of non-compliance with the legal provisions.

### **1.13 Driving Bans**

If DTAG commissions the Partner via pick-up sheet and in the event that statutory or governmental driving bans are imposed on the pick-up date mentioned in the pick-up sheet, the Partner must inform DTAG without undue delay. If DTAG does not commission the Partner via pick-up sheet, for all delivery terms in accordance with Incoterms 2020, the Partner shall make sure that the delivery of goods is ensured by the delivery date specified in the call-off even if driving bans are imposed.

### **1.14 Return Goods**

Return shipment of goods arising through the fault of the Partner will be organized by DTAG. DTAG will calculate and charge the arising additional costs in accordance with the principle of causation.



### 1.15 Stock Taking on Integration into Stock

In the event of a delivery in accordance with group D of Incoterms 2020, with respect to deliveries which are made at the time of stock taking in the DTAG plants, all goods in the possession of the freight forwarder (after the last acceptance day announced by the plants) will be inventoried by the Partner and insured against "loss of goods".

### 1.16 DTAG Supplier Portal

All other transport-related information such as transit times or the freight forwarders commissioned by DTAG can be viewed in the DTAG Supplier Portal at <https://supplier.daimlertruck.com>.

The allocation of the freight forwarders is retrievable on the IBL-platform under the module "IBL" and further under information/regional freight forwarder contact data (I030). The remaining documents can be found under "Worldwide Transportation", which is accessible under the path collaboration/production and logistics. The documents provided there must be reviewed by the Partner on a regular basis for any changes.

### 1.17 Production Supply

In the event of complaints about the goods or disruptions during the shipping, the Partner must ensure that replacement deliveries for the receiving plant and the commissioned freight forwarder are possible without undue delay.

### 1.18 Security in the Supply Chain

For securing the supply chain, the business Partner is obligated to provide protection from third party access to goods which are produced, on stock, handled and processed by order of DTAG, are delivered to DTAG, or are taken over from DTAG

- » in secure operating facilities and secure trans-shipment locations
- » during the production, warehousing, handling or processing, loading and forwarding of the goods.

The business Partner warrants that the personnel assigned for the production, warehousing, handling, or processing, and loading of the goods, as well as for the forwarding and takeover of said goods, is reliable.

Subcontractors of the business Partner of DTAG who are acting on its behalf must be informed that they also have to implement measures to secure the supply chain.

## 2. Modes of Transport and Shipping Methods

The mode of transport and shipping method to be used are generally defined by DTAG in Incoterms of group F (FCA, FAS or FOB) and agreed upon in the specific delivery contract. In this context, a distinction is made between the following:

### 2.1 Parcel Shipment

All parcel shipments with a weight up to 32 kg (Total weight per plant and shipping day) must be handed over to the parcel service defined and commissioned by DTAG. The service level "Standard" must be selected. Ordering of a higher service level ("Express") is only possible with the prior written consent of transport logistics of the receiving plant and the order planning department. Additional costs resulting from an unapproved order must be borne by the Partner.

Hazardous goods shipments must not be sent as parcel shipments and must be handed over to the responsible regional freight forwarder (see Section 2.2.1).

Further information on the shipping processing is provided in the shipping instruction for parcel shipments in the DTAG Supplier Portal (see Section 1.16) and must be observed in a binding manner.

### 2.2 Truck Shipment

A distinction is made between two transport concepts:

### **2.2.1 Regional freight forwarding**

The regional freight forwarding network is used for processing of partial loads, piece goods and sporadic full loads. The responsible regional freight forwarder depends on the localized outgoing delivery location of the Partner and can be identified on the IBL-platform that can be accessed through the DTAG Supplier Portal (see Section 1.16).

### **2.2.2 Direct Transport**

The receiving plants regularly define recurrent full truck loads as direct deliveries or milk runs. These are subject to a separate shipping instruction.

### **2.3 Rail Shipment**

Rail shipment is only permissible if expressly requested by DTAG and the processing modalities have been agreed in writing in advance in individual cases.

### **2.4 Special Tours**

Special tours relate exclusively to time-controlled road transport of goods for ensuring production supply, which can otherwise not be ensured via the aforementioned modes of transport. For example, there is a risk to the production supply if the ordered goods are not ready for loading in the specified quantity and time.

In the case of a special tour ordered by DTAG, the respective receiving plant determines the special tour freight forwarder and authorizes the appropriate charge for the costs as required.

In cases where the Partner causes and assumes the costs, he determines and commissions the special tour freight forwarder and manages the timely delivery of the goods.

As with regular transports, the EDI messages required by the recipient (e.g. Delivery note dial-up) must also be sent for special tours.

## **3. Shipment Processing**

### **3.1 Delivery call-off and transit time**

The scheduled dates for goods receiving listed in the DTAG delivery call-offs (or pick-up sheet, see DTST 17) apply for a delivery at the affected DTAG plants within the regular goods acceptance times. The transit times from the supply plant to the DTAG receiving plant must be taken into consideration in the notification time. The Partner is responsible for adherence to the scheduled arrival dates of the shipments at DTAG and must therefore announce and provide the shipments to the freight forwarder for transportation within good time and especially regarding regional or national holidays/driving bans on the transportation routes.

The respective currently valid transit times are provided in the DTAG Supplier Portal (see Section 1.16). If DTAG commissions the Partner via pick-up sheet, DTAG is responsible for the compliance with the arrival date, considering the timely notification of the goods at the freight forwarder.

### **3.2 Notification**

The shipping quantity of the current call-off must be notified to the freight forwarder for transportation by 12:00 p.m. (noon) at the latest on the day prior to provision. If a web-based notification portal is provided by DTAG or by the freight forwarder, it must be used as a mandatory requirement. In any other case, written notification (text form sufficient) in accordance with the specifications of the freight forwarder is required. If the freight forwarder is commissioned by DTAG, the notification to the freight forwarder is omitted after consultation and approval by DTAG.

The dispatch notice must contain the following information:

- » Weight, number and type of load carriers and number of load meters (poss. disposable pallets, crates, boxes and their stackability)
- » Receiving plant/shipping address with precise specification of the unloading point(s)
- » Scheduled arrival date/arrival time

- » Hazardous goods classification
- » Declaration of customs status (EU community goods yes/no)
- » Agreed vehicle provision time at the Partner's premises
- » Loading sequence (exclusively for the direct shipping concept)

Notices sent after 12:00 p.m. (noon) and subsequent notification changes (larger or smaller quantity) of more than 10 % per receiving plant of the notified tonnage may lead to additional costs (see Section 3.3).

### 3.3 Provision Time and Shipping Quantity

The Partner and the freight forwarder must sign a joint written agreement (text form sufficient) about the pick-up time as Partners. Unilateral determination is not allowed. Cost assumption for the booking of time windows by the freight forwarder is also not intended.

Unless otherwise agreed or if no viable solution can be found by both parties, the goods must be provided for collection, ready for shipping, on the shipping date from 6:00 a.m. Collection by the freight forwarder must be enabled until 6:00 p.m. This provision obligation applies from Monday up to and including Friday. In exceptional cases, DTAG is entitled to request a Saturday pick-up. The shipping mode must be coordinated with the respective receiving plant. If shipments are not provided on time, the costs of any required special measures must be borne by the Partner.

In the event of a difference between the quantity that has been notified and the quantity that is actually provided, which is greater than the range specified under Section 3.2, the following rules apply:

The Partner is obligated to bear the incurring additional costs in relation to the freight forwarder. The Partner agrees that the freight forwarder will invoice these additional costs to him directly.

Less quantities: The freight forwarder is entitled to bill the Partner for the tonnage in excess of the specified fluctuation range as a freight loss. The currently valid cost rates are provided on the DTAG Supplier Portal (see Section 1.16). If DTAG has commissioned the freight forwarder in form of a pick-up sheet, less quantities are settled by DTAG. In this case, DTAG reserves the right to charge for the costs according to respective share of causation.

Additional quantities: regardless of the tolerance limit mentioned in Section 3.3, additional quantities are not permitted. In special cases any deviation must be discussed with DTAG and the freight forwarder.

The required consent by DTAG pursuant to section "Irregularities and Delay" of the Daimler Truck "General Purchasing Conditions Production Material and Spare Parts for Motor Vehicles" remains unaffected.

### 3.4. Loading

The loading and dispatch must be effected without delay once the vehicle has been made available or at the latest as of the start of the agreed time window. If the Partner carries out the loading, he must load the goods in such a way that they will be safe for transportation and must follow the instructions of the shipping agent's drivers in respect of safe loading. Care must be taken to ensure that in case of small load carriers or cardboard boxes, only load units that can be put on palettes and stacked can be loaded. For further details about the load securing of full load carriers, as well as empties, refer to the DTAG guideline for load securing and its attachments in the DTAG Supplier Portal (see Section 1.16).

Under the prerequisites of timely loading, which is safe for transportation purposes, sorting according to the sense of unloading zones and unloading points must also be ensured.

When shipping partial loads which are not transferred at a shipping terminal (clarification of this procedure immediately on notification of the shipment), the goods must be loaded separately on the truck according to unloading zones in accordance with the specifications of the receiving plant.

Combinable package freight and partial loads from several sub-plants are to be dispatched centrally at one shipping location. Full truck loads from several sub-plants can be dispatched via a decentralized shipping location at any time. In the case of full loads, the possibly reduced transport time to the receiving plant must be considered. For example, the pick-up by the freight forwarder at the Partner takes place one day later than for general cargo shipments due to the elimination of the envelope in the forwarding hub.

Within the scope of the performance for DTAG, the Partner must ensure that only driving personnel which is appropriately employed in accordance with §§ 7b and c GüKG is deployed. DTAG reserves the right to control and document the conformity with this obligation in the framework of the legal possibilities. To the extent it is responsible for non-compliance with this obligation, the Partner will indemnify DTAG from claims of third parties.

### 3.5 Processing Time

The delivery of empties must also be possible at the time of collection. Unloading of empties for the Partner and loading including the administrative processing must be carried out promptly when the truck is provided or in the agreed window within the following times:

» Package freight up to 2.5 t or up to 10 cbm	max. 30 minutes
» Partial loads up to 10 t or up to 40 cbm	max. 45 minutes
» Full truck loads	max. 60 minutes

At the request of the freight forwarder, the Partner is obligated to confirm the start and end of vehicle provision on a docket. Late processing times lead to additional costs and must be borne by the Partner, except they are not attributable to the Partner.

Different bilateral agreements between the Partner and the freight forwarder are possible at any time. The Partner is obligated to bear the customary additional costs with respect to the freight forwarder. The Partner agrees that the freight forwarder will invoice these additional costs directly to the Partner.

### 3.6 Shipping Order/CMR-Waybill

The handover of shipments to the freight forwarder may only take place with the fully completed shipping order according to the format currently valid at DTAG in line with the electronic data interchange manual (EDI manual) based on the VDA recommendations and additionally, in case of cross-border transports, with a CMR-waybill.

It must be ensured that the gross weights according to the format currently valid at DTAG in line with the EDI manual based on the VDA recommendations are consistent with the waybill. The information regarding the load carrier type and number must be provided separately for each unloading point. In addition, it must be possible to record the additional information described in point 7 (bar code fields) according to the format currently valid at DTAG in line with the EDI manual based on the VDA recommendations on the freight document.

If no other format of exchange is predefined by DTAG or agreed upon with the Partner, the shipping order and CMR-waybill are to be transmitted to the freight forwarder in paper form.

For full truck loads, which are not handled in a shipping terminal, the Partner must transmit the freight documents electronically to the assigned freight forwarder in line with the instructions of the latter.

### 3.7 Customs Documents

All documents and information relevant to customs, e.g. preference papers (EUR. 1, UZ Form A and commercial invoice in triplicate), must be supplied to the freight forwarder.

### 3.8 Goods Labels

All packages and load carriers (in case of a load unit each individual load carrier/small load carrier/special load carrier) must be provided with a goods label according to the format currently valid at DTAG in line with the EDI manual based on the VDA recommendations I. The field contents and any deviations from the VDA recommendation arise from the EDI manual.

### 3.9 Delivery Note

The following applies to the combination variants for EDI and delivery documents: Variant 1 must be used. Variant 2 is intended only for emergency processing (EDI failure).

<b>Variant</b>	<b>Electronic data interchange</b>	<b>Delivery note</b>
1	EDI according to the format currently valid at DTAG in line with the EDI manual based on the VDA recommendations	EDI delivery note according to the format currently valid at DTAG in line with the EDI manual based on the VDA recommendations
2	without (only for emergency processing)	Delivery note according to DIN version currently valid at DTAG in line with the EDI manual

Further information on delivery note creation and on shipping processing can be found in the EDI manual. A separate set of delivery notes must be created for each unloading station, MDI or MEI and initial samples. Delivery note creation is carried out according to the DIN version currently valid at DTAG in line with the EDI manual.

At the time of collection, the Partner is obligated to send the delivery note and transportation notification via EDI, according to the format currently valid at DTAG in line with the EDI manual based on the VDA recommendations.

Deviations must be observed in the case of fields 6 and 8, which have to be completed as obligatory fields. Refer to the EDI manual for further details.

If no other format of exchange is predefined by DTAG or agreed upon with the Partner, the delivery documents are to be transmitted in paper form, depending on the variant.

### **3.10 Delivery Receipt**

If any damage to the goods or discrepancies in the delivery is notified by DTAG, DTAG can demand a written declaration from the Partner certifying the undamaged and complete handover of the delivery to the freight forwarder commissioned by DTAG within a period of two days.

## **4. Logistical Errors of the Partner**

DTAG reserves the right to complain about the Partner's logistical failures via a platform provided by DTAG and to charge any additional expenses incurred, except they are not attributable to the Partner. These include in particular, deviations from the packaging agreement in the goods receipt process (see DTST 35 Section 3).

## DTST 35/02

# Communication with DTAG via Electronic Data Transmission (EDI) and Supplier Portal

### 1. Communication via EDI and Use of the Systems via DTAG Supplier Portal

The Partner is obliged to communicate with DTAG via Electronic Data Transmission (EDI) and via the Daimler Truck Supplier Portal and therefore to comply with the current version of the EDI manual. This can be accessed on the Daimler Truck Supplier Portal via <https://supplier.daimlertruck.com>.

To ensure a consistent and timely flow of information, including in the delivery process, the timely transmission of error-free data is an important objective in the global automotive industry. In view of this, the Partner is obligated to create and use the prerequisites required for communication with DTAG according to the formats described in the EDI manual or, upon requests, their successors, via EDI. The costs arising in this respect are covered by the price paid by DTAG for the deliveries. Alternatively, the Partner can send delivery or transport notices free of charge via a tool provided by DTAG.

Correspondence between the physical scope of the shipment, the content of the EDI message and the content of the documents accompanying the goods is mandatory for all deliveries to safeguard the logistical processes. In this regard, the Partner ensures that all of the necessary data and information are transmitted in full, in time and without errors in the EDI transmissions. If necessary, a correction of the data must be performed in accordance with the EDI manual.

The Partner is obliged to regularly observe all necessary information concerning him in the Daimler Truck Supplier Portal (e.g. compliance and sustainability, alerts, relevant documents, etc.) and to use the applications made available in good time at all time.

### 2. Additional Expenses due to Process Disruptions

In the event of incorrect or incomplete data communication transmissions, the Partner must bear the resulting costs, insofar as it has caused these. The level of the costs in this case is oriented towards the prime costs incurred by DTAG for subsequent processing:

A breakdown of costs is currently available in an inbound platform provided by DTAG.

### 3. Deviations in the Inbound Process/Logistical Failures

DTAG reserves the right to complain about any deviation from this agreement in the Inbound process via a platform provided by DTAG and to invoice any additional expenses incurred. In order to process such complaints, DTAG shall make these available to the Partner through the platform. The Partner commits to process complaints in the application within the specified deadlines. The Partner can inspect the complaints there and submit a statement. If the complaint is not processed in due time, then it shall be deemed to have been accepted and, attendant thereto, a charge shall also be deemed to have been accepted. The expense incurred from creating a justified complaint shall be calculated by means of a temporal basic time flat rate.

# Product Creation Process

DTST 01/02

Regulation Concerning the Provision, Testing and Exchange of Digital Product Data in the Development Process.

## DTST 01/02

# Regulation Concerning the Provision, Testing and Exchange of Digital Product Data in the Development Process.

### 1. Subject Matter

With regard to CAD<sup>(1)</sup> data, the following provisions regulate the CAX/EDM<sup>(2)</sup> process, i.e. project preparation, installation and generation, testing and exchange; the scope to be provided by the Partner as well as the EDI<sup>(3)</sup>. With regard to E/E data<sup>(4)</sup>, the following provisions regulate the EDI.

### 2. CAD Data Exchange

VDA recommendations VDA 4961/4, VDA 4950, VDA 4951-series and VDA 4955 are therefore defined as binding for processing communication and validation processes between the Partner and DTAG. The EDI link must basically be used to exchange CAD and E/E data. In addition, the current version of the DTAG-specific terms and additions in the CAD handbook for DTAG product-describing data apply. The minimum CAX/EDI standard (so-called "standard regulation") is defined in the CAD handbook, module CS048.

#### 2.1 Affected Scopes

This affects all new, process-relevant CAD data or E/E data to be created or amended and any modifications to such data in particular in the Development and After Sales departments. This can also be product-describing data derived from 3D-CAD, e.g. in JT, TIF, SVG, PDF or JPEG (2D images) format.

#### 2.2 Use of Software

Data must be created, amended, forwarded and used with software that meets the agreed requirements, carries a license for commercial use and which allows the processing of data for commercial purposes (e.g. no university or test license). The Partner will ensure that its sub-suppliers are subject to the same requirements.

#### 2.3 Procedure in Case of Non-compliance

If certain elements of the standard regulation (e.g. data quality requirements, EDI standards) are not met or only partially met, this impacts directly on supplier evaluation. Information regarding the affected elements and the CAX/EDM profiles is published on the PuSh.ED application<sup>(5)</sup>.

If the CAD 3D and CAD 2D data provided by the Partner should not meet the agreements or requirements, the recipient's department which is responsible for design or the department responsible for the process decides on the further procedure:

- » Following consultation, generation of the missing scopes or reworking of CAD data by the Partner or by a service provider commissioned by the latter at the Partner's expense.
- » Following consultation, generation of the missing scopes or reworking of CAD data by a service provider commissioned by DTAG and at the Partner's expense.

If DTAG incurs damages because the Partner fails to meet its specified contractual obligations, or fails to do so within good time, the Partner is liable to DTAG for resulting damages insofar as it is responsible for such damages.

<sup>(1)</sup> Computer Aided Design

<sup>(2)</sup> Engineering Data Management

<sup>(3)</sup> Electronic Data Transmission

<sup>(4)</sup> E/E data include software (e.g. hex, telematics files), software sources (ODX-F) plus relevant delivery notes

<sup>(5)</sup> See under <https://supplier.daimlertruck.com>; PuSh.ED application, Partner integration section



## 2.4 Sources of Procurement

The standard regulation refers to the necessary installation environment (CAD supplier packages). The CAD supplier packages are available as free downloads from the PuSh.ED.<sup>(6)</sup>

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<sup>(6)</sup> See under <https://supplier.daimlertruck.com>; PuSh.ED application, heading NX or following systems

# Sustainable Cooperation

DTST 36/03

Social Responsibility, Environmental Protection and Product Compliance

DTST 43/01

Information Security

# Social Responsibility, Environmental Protection and Product Compliance

The following provisions define the standards and requirements on social responsibility, environmental protection and product compliance of DTAG that DTAG Partners must meet. The provisions are based on the DTAG “Business Partner Standards” and our company-wide “Declaration of Principles for Social Responsibility and Human Rights”. DTAG has acknowledged its responsibility in its company-wide “Declaration of Principles for Social Responsibility and Human Rights”. For the purpose of a common approach, these principles are reflected in the following provisions. They are also based on national laws and regulations, in particular the German Supply Chain Due Diligence Act of 16 July 2021 (LkSG), as well as international standards such as the International Bill of Human Rights, the 10 principles of the United Nations Global Compact (<https://www.unglobalcompact.org>), the United Nations Guiding Principles on Business and Human Rights (hereinafter referred to as “UN Guiding Principles”, (OHCHR | Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework), the OECD Guidelines for Organization for Economic Co-operation and Development (OECD.org) and the core labor standards of the International Labor Organization (ILO, <https://www.ILO.org>).

## I. Standards on Human Rights and Good Working Conditions

### 1. Prevention of child labor

The Partner is obliged to comply at least with the ILO Convention No. 138 on Minimum Age of Employment and No. 182 on the Prohibition of Worst Forms of Child Labor in its enterprise. In particular, the Partner warrants for its enterprise that the products to be supplied are or were manufactured and processed without child labor within the meaning of ILO Conventions No. 138 and 182 and without violations of obligations arising from the implementation of these Conventions or any other applicable, national or international regulations combatting child labor.

### 2. Prohibition of forced labor and modern slavery

- 2.1 The Partner assures for its enterprise that all its employer practices are at least in line with ILO Conventions No. 29 and No. 105. In particular, all employees must have the freedom to terminate the employment relationship subject to a reasonable period of notice. This shall also apply to the use of external workforce.
- 2.2 All forms of forced labor, in particular compulsory labor, debt bondage, human trafficking and any other form of modern slavery, as well as other forms of domination or oppression in the workplace, such as through extreme economic or sexual exploitation and humiliation, must be prohibited.
- 2.3 The Partner may not restrict the freedom of movement of its employees by retaining ID documents or other measures against the will of the employees. Nor may any financial burden be imposed on employees by illegally withholding wages or imposing fees in the recruitment process.

### 3. Freedom of association, right to collective bargaining and the right to strike

The Partner has to respect the right of its employees to establish or join organizations of their own choosing, to appoint a representation and be elected for such a representation. Employees must be able to communicate openly and regularly with the company management in employee representations about working conditions without having to fear reprisals in any form. Their organizations are free to operate in accordance with the applicable law of the place of employment. Depending on the law of the place of employment, this includes in particular the right to collective bargaining and the right to strike. In this regard, ILO Conventions No. 87 and No. 98 are relevant. When freedom of association and the right to collective bargaining are restricted by law, the Partner must seek alternative ways to best respect the principles of ILO Conventions No. 87 and No. 98 in accordance with local laws.

#### 4. Non-discrimination clause

The Partner is obliged to take measures to avoid discrimination within the meaning of ILO Conventions No. 111 and No. 100. Discrimination of employees is prohibited in any form. In particular, unequal treatment in employment on the basis of sex, national and ethnic origin, social origin, disability, trade union membership, political conviction, religion or belief, health status, age, pregnancy or sexual orientation is prohibited, unless it is justified by the requirements of employment.

#### 5. Health and Safety

As an employer, the Partner shall ensure occupational safety and health at work in accordance with the ILO Conventions applicable at the place of employment, in particular ILO Convention No. 155, as well as the provisions of national law. This includes, in particular, the establishment and application of appropriate management systems for occupational health and safety ("management systems") in order to be able to take the necessary preventive measures against accidents and damage to health arising in connection with the work activity. The Partner declares its willingness to continuously improve its management systems and to work towards the introduction of a recognized and certified occupational health and safety management system (e.g. ISO 45001) within a reasonable period of time. The Partner must have health and safety guidelines in place, support the continuous development and improvement of working conditions and provide all employees with relevant training on a regular basis. The Partner must ensure a safe workplace, the necessary work equipment and appropriate protective equipment as well as protect its employees from excessive physical and mental fatigue. Employees will also be given access to sufficient drinking water and clean sanitary facilities. Where applicable, this also applies to accommodation provided by the Partner. If necessary, accommodation must also be dimensioned and equipped in such a way that accidents and damage to health are prevented as far as possible and appropriate accommodation is ensured.

#### 6. Fair working conditions (remuneration, social benefits and working hours)

6.1 The Partner must ensure appropriate remuneration and must guarantee the social benefits prescribed by applicable law. Remuneration must, at a minimum, be in line with the minimum wage under applicable law. Insofar as the applicable law does not provide for minimum wage regulations, the remuneration shall be calculated in accordance with the law of the place of employment. In any case, remuneration must enable employees to secure at least their livelihood. Thereby, respective local cost of living of the employee and his family members as well as the local social security benefits and remuneration for full-time employment must be taken into account. Wages must be paid out in full and on a regular basis for services rendered and may not be retained illegally. The Partner must ensure that employees receive clear, detailed and regular information on the composition of their remuneration in an appropriate form.

6.2 The Partner must ensure, that working hours comply with applicable laws or, insofar as these ensure a higher level of protection, with industry standards, but at least with the ILO Conventions applicable at the place of employment, in particular ILO Conventions No. 1 and No. 30. Overtime should only be voluntary and employees should be granted at least one day off after 6 consecutive working days.

#### 7. Use of public and private security forces

In case the Partner deploys its own security forces to protect its operations or commissions security forces for this purpose, it must ensure that they comply with internationally recognized human rights. The Partner must, in particular, refrain from commissioning or deploying security forces, if during deployment persons are treated inhumanly or degradingly, suffer damage to life or limb or if their right to organize and the freedom of association is impaired.

#### 8. Rights of minorities, local communities and indigenous peoples

8.1 The Partner may not unlawfully engage in forced eviction or unlawfully take land, forests or bodies of water, the use of which secures the livelihoods of a person.

8.2 The Partner must refrain from causing any harmful soil change, water and air pollution, noise emissions or excessive water consumption that is damaging to the health of persons, significantly impairs the natural bases for the preservation and production of food, or denies or significantly impedes people's access to safe and clean drinking water or sanitary facilities.

## II. Human Rights Due Diligence

### 1. Implementation of human rights due diligence

The Partner is obliged to establish processes for human rights due diligence in its company (in particular a risk management system) within a reasonable time, provided that the Partner supplies products or provides services to DTAG that come with a risk of potential negative impacts on human rights in the value chain, and to take, systematic and appropriate due diligence measures in connection with human rights based on this process. Relevant in this regard are the national due diligence laws applicable to the Partner as well as the provisions of the UN Guiding Principles and relevant OECD Guidelines and Principles. In accordance with the UN Guiding Principles and, where relevant, in accordance with applicable laws, the Partner shall design the adequacy and scope of these measures according to the size and turnover of its enterprise, the nature and the origin of the product or service as well as the raw materials contained therein, and, in particular, according to the associated risks.

### 2. Transparency, cooperation and participation

- 2.1 As a prerequisite for the implementation of human rights due diligence measures referred to in Section II.1 above, the Partner shall establish adequate transparency in its supply chain through internal processes in order to identify human rights risks and, where necessary, to be able to take appropriate counter- and control measures.
- 2.2 Upon request of DTAG, the Partner is obliged to provide information about the processes established in its company for human rights due diligence and, on request, must in particular answer self-assessment questionnaires completely and truthfully by submitting corresponding documents, if a risk is identified as part of the risk analysis carried out by DTAG.
- 2.3 Upon request and, if applicable, after the conclusion of a non-disclosure agreement of DTAG the Partner must inform DTAG of identified risks and/or mitigating measures and must also provide DTAG with respective documentation of its due diligence measures.
- 2.4. In addition, upon request, the Partner must provide information on certain stages in the supply chain that maybe critical for human rights, environmental, geopolitical or supply stability reasons (e.g. on the company and production location of the stage). DTAG warrants that it will only use the transmitted data for the purpose of risk analyses in the aforementioned areas.
- 2.5 The Partner allows DTAG to use the information obtained in accordance with these DTST 36/03 in the context of requests for information addressed to DTAG or other self-assessments on a need-to-know basis.
- 2.6 If a breach of the standards on human rights and good working conditions listed in Section I cannot be remedied by a partner in the foreseeable future, the Partner must notify DTAG of this immediately in writing or in text form and, together with DTAG and/or with relevant third parties, draw up a concept with a schedule for ending or minimizing the violation (corrective action plan). The Partner shall support DTAG to the best of its ability.
- 2.7 At the request of DTAG, the Partner undertakes to participate in trainings and further courses on the human rights standards and expectations of DTAG and will confirm its participation to DTAG upon request by providing appropriate documentation. The Contracting Parties shall find an appropriate agreement on the costs in individual cases.
- 2.8 The Partner undertakes to pass on information received from DTAG on the accessibility, responsibility and on the implementation of DTAG's complaints procedure "SpeakUp!" for reporting human rights and environmental risks as well as violations of human rights or environmental obligations to its employees in a suitable manner and efforts for it to be passed on to the downstream supply chain. If the Partner passes on corresponding information to its employees, the Partner must ensure that the complaints procedure is accessible to employees while maintaining confidentiality of identity and effective protection against disadvantage. Unless notified by DTAG about a complaints procedure, the Partner itself is responsible for setting up an effective complaints mechanism at enterprise level for individuals and communities whose human rights may be negatively impacted.

### 3. Inspection and auditing

- 3.1 DTAG is entitled to inspect and audit the processes established by the Partner for human rights due diligence and the creation of transparency, including the due diligence measures taken by the Partner in connection with human rights and environment, as well as the timely implementation of a corrective action plan, or to have them inspected or audited by a third party commissioned by DTAG. The Partner cooperates and contributes to an appropriate extent to ensure a successful audit.
- 3.2 As part of supplying the products or the provision of services, the Partner must also ensure that DTAG or a third party commissioned by DTAG can also inspect and audit its suppliers and sub-suppliers in the event of a risk-based necessity.
- 3.3 DTAG may use the information and findings from these inspections and audits to fulfill legal obligations, such as those arising e.g. from reporting requirements.

### 4. Responsible sourcing of conflict minerals

Partner, who supply 3TG (tin, tantalum, tungsten and gold) and those who use these raw materials in their products must identify, disclose and evaluate all smelters and refineries within the supply chains and assess whether they have carried out a due diligence process in accordance with the OECD Due Diligence Principles for the Promotion of Responsible Supply Chains for Minerals from Conflict-Affected and High-Risk Areas. For this purpose, the affected Partners must implement at least established procedures, such as the Responsible Minerals Assurance Process (RMAP). The affected Partners shall ensure that, at the time of the start of production, these materials are procured exclusively from refineries and smelters that meet the requirements (status: conformant) of the RMAP of the Responsible Minerals Initiative (RMI). The affected suppliers must submit corresponding proof (e.g. a Conflict Minerals Reporting Template – CMRT) to DTAG on request. If a smelter or refinery used does not comply with this standard, DTAG may require the Partner to remove refineries and smelters that are not RMAP-compliant from the DTAG supply chain in the long term.

## III. Environment

### 1. General environmental responsibility, environmentally friendly production and products

- 1.1 The Partner ensures that its production and products fully comply with the applicable environmental regulations.
- 1.2 Partners having production sites with more than 100 employees, are obliged to implement a certified environmental management system in accordance with ISO 14001, EMAS or comparable standards no later than two years after conclusion of the supply contract, to operate it for the entire term of the business relationship with DTAG and to submit a corresponding certificate. The environmental management system takes into account the topics of hazardous substances, water, waste and air to an appropriate extent. Proof must be provided by means of certification by an accredited certification company. A renewed certificate must be submitted in good time before the expiry of the validity period.

### 2. Climate protection

Together with our partners, we want to achieve CO<sub>2</sub>E neutrality in our products and services in Europe, the USA and Japan by 2039 – and globally by 2050. Accordingly, the partner shall strive to work towards developing appropriate corporate targets for its Scope 1, 2 and 3 emissions and take measures to support DTAG in achieving this objective. The Partner shall regularly monitor its progress and report to DTAG upon request, in particular with regard to its CO<sub>2</sub>E footprint at product level.

### 3. Use and consumption of resources

The Partner shall take appropriate measures to reduce the use and consumption of resources, in particular energy, water and raw materials, during production and in products and in its own supply chain to a minimum. The Partner monitors and documents the energy consumption.

### 4. Handling of waste/Basel Convention

- 4.1 The Partner is obliged to reduce or avoid the generation of waste of any kind.

- 4.2 The Partner must comply with the prohibitions on the export of hazardous waste and the obligations in or from the Basel Convention as of 22 March 1989 in its current version. Section II. no. 1 to 3 shall apply accordingly.

## 5. Material Compliance

### 5.1 Material data sheets

The Partner must provide in the sense of IMDS (International Material Data System) correct and complete IMDS material data sheets free of charge for all new and modified components or articles as well as for all substructure parts and/or service products contained in the spare parts. Within the course of new and change sampling, the material data sheets must be made available at the latest with the request for sampling. Incorrect material data sheets are rejected and must be corrected as soon as possible. Material data sheets not yet provided within the supplier relationship can be requested. Material data sheets shall also be provided for such articles that are to be used in new series and for which no sampling takes place. With regard to the delivery of plastic components, the Partner is obliged to document the use of recycled materials in IMDS. The exact proportion of recycled material [mass %] must be specified in the "Recycled material" tab. The Partner must report on further recycled material quotas beside plastic components in products upon request.

### 5.2 Prohibitions and restrictions on substances as well as declaration

The Partner has to comply with prohibitions and restrictions as well as declaration regulations regarding substances, mixtures, products and materials. For substances and mixtures in articles, the partner must at least comply with the specifications of the Global Automotive Declarable Substance List ("GADSL"), insofar as no further requirements are regulated in this DTST36/03. For operating and process materials, the substance prohibitions in Daimler-Benz Supply Specification (DBL) 3585 and Daimler-Benz Supply Specification (DBL) 6714 must be complied with and an up-to-date safety data sheet must be supplied.

### 5.3 Minamata Convention and Stockholm Convention

The Partner complies with the provisions of the Minamata Convention of 10 October 2013 on mercury and with the Stockholm Convention of 23 May 2001 on persistent organic pollutants, each as amended from time to time. Section II. no. 1 to 3 shall apply accordingly.

### 5.4 REACH Regulation

- a) The Partner ensures that substances, substances in preparations and substances in articles that require registration are only delivered to DTAG if they are registered in accordance with Art. 5 and Art. 6 or Art. 7 Para. 1 of Regulation 1907/2006/EC (REACH-Regulation) for use at DTAG. The Partner also ensures that notification for substances in articles delivered, that are subject to notification according to Art. 7 Para. 2 REACH-Regulation, is performed by the Partner or – if the product was not manufactured by the Partner or imported – by a supplier or sub-supplier or, alternatively, the substance is registered for the intended use (Art. 7 Para. 6 REACH Regulation).
- b) In general, when developing a new component and/or article it must be abstained from using substances listed in Annex XIV of the REACH Regulation. If the use of such substances is unavoidable, this is only permitted if it has been approved in writing or in text form by the respective DTAG component manager (Bauteilverantwortlicher, BTV). The Partner must provide evidence to DTAG that the Partner or one of its suppliers or its sub-suppliers has submitted an application for approval for the required use no later than reaching the "latest application date" according to REACH-Regulation (18 months before "sunset date" according to REACH-Regulation). Otherwise, the Partner must take measures to ensure that the requirements of the REACH Regulation are complied with.
- c) As a precautionary measure for new developments it must also be abstained from using substances that the European Chemicals Agency ECHA has put on the list in Annex XIV (so-called "candidate list" in accordance with Art. No. 59 REACH-Regulation) if alternatives exist under technical and economic constraints. In case no alternatives exist, the use of the corresponding substance must be approved by the respective component manager (Bauteilverantwortlicher, BTV).
- d) If substances subject to registration are not registered or substances listed in Annex XIV of the REACH Regulation are not permitted for the contractually intended uses at the time of delivery or a notification pursuant to Art. 7 Para. 2 REACH-Regulation is missing or if a component contains a substance listed

in Annex XIV of the REACH-Regulation or on the candidate list, the Partner is obliged to contact the respective component manager (Bauteilverantwortlicher, BTV) in order to initiate remedial measures.

- e) Insofar as the delivered components, spare parts, attachments, accessories and/or packaging and/or articles contained therein, contain substances of very high concern (so-called SVHCs), which are published in the candidate list, to a proportion of more than 0.1 % by weight, the Partner is obliged to provide all information pursuant to Art. 33 Para. 1 REACH-Regulation. This also applies if such a substance is included on the candidate list during the ongoing supply relationship. The information shall be communicated in written form, preferably via IMDS.

## 6. Interior emissions

Interior emissions must be minimized. The limits listed in DBL 5430 must be complied with.

## 7. End-of-life vehicles, Recyclability and labeling standard

- 7.1 In case the components and/or articles to be supplied by the Partner are subject to the Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 (the End-of-Life Vehicles Directive) or are intended for vehicles that are subject to the End-of-Life Vehicles Directive, the Partner undertakes to provide information on disassembly, information on the design and manufacture in a manner suitable for reutilization and recycling, as well as a concept for drying and offloading pollutants. A utilization concept must be provided for selected components in consultation with DTAG.
- 7.2 If components or products to be delivered are not subject to the End-of-Life Vehicle Directive, information on the recyclability of the components or products to be delivered must be provided at DTAG's request in a data format specified by DTAG.
- 7.3 The Partner must also comply with the VDA Labelling Standard 260 and MB-Standard 33035 for materials and components.

## 8. Holistic accounting for continuous improvement of products and production

- 8.1 DTAG conducts life cycle assessments based on ISO 14040 et seq. to determine the holistic accounting of their products.
- 8.2 The Partner shall therefore provide DTAG with information on the relevant products, materials and processes upon request. DTAG guarantees that this information will be treated strictly confidential and will only be used for the purpose of holistic accounting.
- 8.3 DTAG obliges the Partner to communicate and disclose its CO<sub>2</sub> and environmental footprint of products. DTAG uses LCA as a holistic tool and provides a guideline that provides information on standards and methods to be complied with (please refer to the supplier portal).
- 8.4 Data must be provided in a defined documentation format (VDA data collection format for life cycle assessments). The period and data quality must be agreed between DTAG and the Partner.

## 9. Deforestation

- 9.1 The Partner that supplies products that are in scope of Regulation (EU) 2023/1115 on deforestation-free products (EUDR) shall supply only those products that meet the requirements of the EUDR.
- 9.2 The Partner has to provide the information specified in Article 9 EUDR correctly and completely in a data format specified by DTAG. If the Partner itself is obliged to fulfill the due diligence obligations under the EUDR, it must provide DTAG with the reference number of the corresponding due diligence statement. The Partner is responsible for the correctness and completeness of the data provided. In the event of non-fulfillment of this obligation under Clause 9.2, the Partner shall be liable for any resulting damages and costs, including any fines or penalties incurred by DTAG due to incomplete or incorrect data.



## 10. CBAM-VO

- 10.1 The Partner provides DTAG with all data and information required to fulfill DTAG's obligations under Regulation (EU) 2023/956 (CBAM Regulation) with regard to goods that are subject to the CBAM Regulation. The Partner provides these data and information without further notice in good time and completely. This includes in particular, but not exclusively, data on the gray emissions pro ton of the relevant goods. Customs tariffs for the import of goods by DTAG are decisive.
- 10.2 The data must be provided in a format specified by DTAG that complies with the requirements of the CBAM Regulation and the corresponding European Commission guides. The Partner shall ensure that the data is timely, complete and up-to-date and complies with the requirements of the CBAM Regulation. The Partner is responsible for the correctness and completeness of the data provided. In the event of non-fulfillment of this obligation, the Partner shall be liable for any resulting damages and costs, including any fines or penalties incurred by DTAG due to incomplete or incorrect CBAM reports.

## IV. Product Compliance

The Partner shall ensure within its area of responsibility that its scope of services fulfills all product requirements resulting from applicable regulations, policies, directives, laws, technical standards (e.g. IATF 16949) or other applicable provisions. In doing so, the Partner must in particular take into account the spirit of the respective provision as well as the scientific and technical state-of-the-art. Furthermore, the Partner has to establish adequate structures within its organization to ensure the adherence to these product requirements and the corresponding documentation.

## V. Forwarding of standards in the supply chain

The Partner will make his best effort to forward the contents of the DTST 36/03, Section I, II, III. no. 4. and III. no. 5.3 and IV, or a comparable standard to its suppliers, placing them under corresponding obligations, and will monitor and check compliance with the standards in the supply chain. In particular, the Partner is responsible for ensuring and controlling to an appropriate extent that his suppliers and their sub-suppliers also act in accordance with these standards. In case the Partner has any suspicions with regard to a violation of these standards in the supply chain, the Partner is obliged to investigate these and to inform DTAG upon request about the identified violations and risks as well as the measures taken.

## VI. Consequences of a breach by the Partner

Should DTAG determine a violation of the obligations arising from these DTST 36/03 by the Partner, DTAG will inform the Partner of this immediately in writing or in text form and set a reasonable grace period for the Partner to remedy the breach. In the event that a violation can foreseeably not be remedied by the Partner within the grace period, the Partner must notify DTAG of this immediately in writing or in text form and, together with DTAG and/or with relevant third parties, draw up a concept with a schedule for ending or minimizing the violation (corrective action plan). In case of fruitless expiration of the grace period or the implementation of the corrective action plan does not remedy the situation within the agreed schedule and a continuation of the business relationship is unacceptable for DTAG and no milder means are available, DTAG may terminate all existing legal transactions with the Partner without further notice and terminate all negotiations. The statutory right to extraordinary termination without a grace period, in particular in the event of very serious violations, remains unaffected, as does the right to compensation for damages.

## VII. Financial Performance

To guarantee security of supply in consideration of financial risks, upon request, the Partner agrees to provide to DTAG its latest audited financial statements including balance sheet, profit & loss statement and cash flow statement. If the Partner is affiliated to a group, the Partner agrees to also provide the group's consolidated financial statements as well as a legal entity chart (showing relations to the parent company and group companies as well as ownership structures). The Partner grants DTAG limited to the term of the business relationship and only for internal purposes on such data the non-exclusive, unrestricted (in place, content or function) and irrevocable right for all known and unknown types of usage.

# DTST 43/01 Information Security

The following provisions regarding information security define the standards and criteria that Partners must meet to ensure the common goal of information security to protect the information of DTAG and/or Partner.

## I. Secure handling of information and protection of systems

To ensure the confidentiality, integrity, and availability of the shared information of DTAG, the contracting parties undertake to effectively protect all such shared information against unauthorized access, modification, destruction or loss, unauthorized transmission, other unauthorized processing, and other misuse in accordance with the current state of the art.

The Partner shall take reasonable precautions to prevent its systems and its assets from creating security threats that would affect DTAG's infrastructure, in particular, ensuring that relevant systems and computer devices of the Partner are free of malware (e.g., ransomware).

## II. Management of incidents

### 1. Incident notification

The Partner is obliged to notify DTAG immediately of all incidents affecting him that jeopardize the confidentiality, integrity, or availability of DTAG information in his possession, insofar as it concerns DTAG information and/or could negatively affect DTAG. This includes cases such as data loss, data misuse, infections with malware, in particular unauthorized access to Daimler Truck information (e.g., cyber-attack), or if circumstances exist that indicate such an incident. Any such incident must be reported to the Daimler Truck Cyber Security Operating Center ("DTAG CSOC") (CSOC contact (24x7): +49 711 8485 - 7777).

### 2. Contact persons

The Partner shall appoint responsible contact persons for information security, who are responsible for reporting security incidents and violations to the DTAG CSOC, as well as monitoring the response and remedial measures.

### 3. Incident remedial action

The Partner shall ensure that such incidents, information security breaches and critical vulnerabilities are resolved without undue delay. The Partner commits all necessary measures to mitigate the damage and to support DTAG in restoring information. At DTAG request the Partner submits a detailed incident report and must include the results of security tests, identified information security risks and information security incidents, and actions taken or to be taken accordingly.

## III. Staff awareness

The Partner shall instruct its employees and contractors, who will have access to DTAG's information about the security requirements and the specific procedures such as incident management regarding this access, including the acceptable use of DTAG information.

## IV. Information security certification

Depending on the type and protection requirements of DTAG's information concerned or the importance of the Partner's services for the business operations of DTAG, DTAG may require the Partner to take an appropriate level of security measures for information security throughout business relationship. The Partner shall provide evidence of an appropriate level of information security at the Partner's premises, in particular by submitting a TISAX® label with Assessment Level 3 for production material suppliers. DTAG may request

the same label from all other suppliers within the respective procurement contract. The parties may agree a reasonable period for the initial testing of a site in accordance with the respective certificate and or any changed requirements of the appropriate level of information security.

## V. Right to inspect

If DTAG becomes aware of a breach of the agreed implementation and maintenance of information security requirements, the existence of an information security incident or if there are reasonable grounds to suspect such a breach, DTAG shall have the right to verify compliance with the information security requirements and the agreed additional information security requirements ("Audits"). The Partner will cooperate to provide necessary information, to the extent required for the Audit. DTAG may, after timely notification during normal business hours and, to the extent possible and reasonable, also inspect the Contractor's premises, including the relevant IT systems, to verify compliance with the agreed technical and organizational measures without disrupting operational processes. In doing so, DTAG shall observe any confidentiality obligations of the Partner towards third parties. DTAG shall be entitled to have the Audits carried out by an external, qualified company that is bound to confidentiality vis-à-vis third parties, provided that this company is not a competitor of the Partner. This shall neither restrict nor exclude DTAG's statutory rights of inspection and information.

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