

Special Purchase Conditions Non-Production Materials for Work and Services

Version 12/2024

- 1. Contractor's Work and Services**
 - 1.1 The contractor is obliged to provide the success of the specifically commissioned work and services.
 - 1.2 The contractor shall perform the fulfilment of the contractually agreed work and services independently and on its own responsibility. Only the contractor shall be authorised to issue instructions to its employees. The contractor shall be responsible for ensuring that the personnel it deploys are not integrated into any business of Daimler Truck AG or affiliated company within the meaning of section 15 German Stock Corporation Act (AktG) (hereinafter referred to as "DTAG").
 - 1.3 Prior to the commencement of work, the contractor shall provide DTAG with the name of a contact person at the contractor who shall be the designated recipient responsible for receiving declarations. All communication within the scope of the existing contract relationship, including in respect of the personnel deployed, shall be carried out exclusively via the contact person named by the contractor. DTAG must be notified in writing in good time of any changes to the contact person. The contractor shall only use qualified employees to perform the contract and shall provide evidence of this if requested to do so by DTAG. In the event of repeated or serious misconduct on the part of an individual employee to the detriment of DTAG, DTAG may demand that the contractor refrain from using this employee in connection with the provision of the work/service. Any additional cost arising from this shall be borne by the contractor. The contractor also undertakes not to assign any employee to work on the contract for DTAG who was previously employed at DTAG and whose employment contract was terminated for personal reasons or for reasons relating to his or her conduct.
 - 1.4 The contractor shall not be entitled to represent DTAG.
 - 1.5 The contractor shall inform DTAG without undue delay and without being specifically asked to do so, of any facts or any changes to facts that could give grounds for questioning the self-employed status of the contractor.
 - 1.6 If the contractor is a sole proprietor or director of a partnership under German civil law (GbR), the contractor undertakes that it will undergo a status determination procedure in accordance with section 7a German Social Code IV (SGB IV) in coordination with DTAG in order to determine whether the contractor is self-employed or will submit a binding status decision regarding the self-employed activity.
- 2. Cooperation of DTAG**
 - 2.1 DTAG shall only provide acts of cooperation insofar as these have been contractually agreed.
 - 2.2 The contractor shall notify DTAG without undue delay in writing of any inadequate cooperation on the part of DTAG. Otherwise, DTAG shall not be in default with these, and the contractor shall not cite improper cooperation.
- 3. Changes to Work and Services**
 - 3.1 The contractor shall suggest technical changes to DTAG in writing as soon as it recognises that such changes are necessary or expedient with regard to the work/service.
 - 3.2 DTAG may request changes to the work/services in writing at any time. The contractor shall be obliged to carry out such change requests without undue delay, provided they are technically reasonable, in a time and cost-neutral manner. If a deadline or cost-neutral implementation is unreasonable, the contractor shall submit a written offer for these additional work/services to DTAG without undue delay and free of charge. The additional work/service may not be provided until a contract concerning this work/services has been concluded. Work/services of the contractor which do not comply with these conditions shall not be remunerated. Where there is no agreement, DTAG may terminate the contract in relation to the work/services which are to be changed, without notice for good cause, if adhering to the contract without the required change would be unreasonable for DTAG. If no offer is made without undue delay, the change request shall be deemed to be reasonably realisable in a time and cost-neutral manner.
 - 3.3 The work/services under the existing contract will be continued while the request for change is being reviewed.
- 4. Remuneration**
 - 4.1 Remuneration shall only be made after complete performance and acceptance, unless otherwise agreed. If the parties agree payment by instalment, such instalments shall only be paid when the agreed part performance has been rendered in full.
 - 4.2 The contractor is bound by the agreed remuneration upper limits and fixed prices as well as by the cost estimates it provides prior to concluding the contract; unless these are expressly described as non-binding in the purchase order or purchase contract.
 - 4.3 Where a fixed price is agreed for a work/service, the contractor must perform this work/service in full at the agreed price. Additional costs involved in performance of the agreed work/services shall be borne by the contractor. Additional claims are not permitted.
- 5. Acceptance and Bearing of Risk**
 - 5.1 The contractor can only demand that the complete work/services be accepted if the work/service is capable of acceptance and ready to be accepted. Readiness for acceptance exists if the contractually agreed and owed work/service has been completely fulfilled without defects. Upon completion, and in compliance with the deadlines stipulated in the work specification, the contractor shall request in writing that DTAG accept the work/service.
 - 5.2 A formal procedure shall be adopted for acceptance of the work/service. Acceptance shall not be replaced by the fact that DTAG uses the work/service or part of the work/service owing to operational necessities or continues to pay the remuneration. There shall be no partial acceptance. Section 650s German Civil Code (BGB) remains unaffected. Reviews and inspections of interim results do not constitute acceptance, nor does the release of instalment payments pursuant to milestone plans.
 - 5.3 Fictitious acceptance within the mean of section 640 (2) German Civil Code (BGB) requires that the contractor has sent DTAG the deadline for acceptance in written form and that DTAG, together with the request for acceptance, has pointed out the consequences of not declaring acceptance or refusing acceptance without stating defects.

5.4 DTAG may refuse acceptance if there is a defect, which is not insignificant. The contractor cannot demand a new acceptance procedure until it has proven that the defect has been remedied.

5.5 The contractor shall bear the risk for its work/service under the Agreement until such time as (all of) the work/service has been formally accepted by DTAG. If the work/service which has been carried out wholly or partially is damaged or destroyed prior to acceptance as a result of force majeure, war, civil unrest or other unavoidable circumstances beyond the contractor's control, entitlement to the fee under the Agreement shall be forfeited.

6. Intellectual Property

6.1 The contractor is obliged to provide DTAG with all work results for use in accordance with the contract.

6.2 If registrable work results (hereinafter referred to as "Registrable New Property Rights") are achieved in the course of the work/services, the contractor shall notify DTAG of these without undue delay in writing and obtain DTAG's decision on whether or not to register them. If DTAG decides to register an application within three months after receipt of this notification, DTAG shall be entitled to register this Registrable New Property Right at its own expense (both costs for the application and for the maintenance of the Registrable New Property Right or the application for the property right); if a company affiliated with DTAG within the meaning of section 15 German Stock Corporation Act (AktG) is the contractual partner on part of DTAG, the Registrable New Property Right may also be registered for DTAG. If DTAG decides not to apply for registration or if DTAG does not register the Registrable New Property Right within the aforesaid period after notification, the contractor may apply for and maintain the Registrable New Property Right at its own expense. In this case, however, DTAG shall retain a right of use which is compensated by the remuneration pursuant to clause 4 to the extent pursuant to clause 6.3 on the condition that this is a non-exclusive right of use.

6.3 If non-registrable work results (hereinafter referred to as "Non-Registrable New Property Rights") are achieved in the course of the work/service, the contractor hereby grants or shall procure DTAG the exclusive, irrevocable, transferable, sub-licensable right, unlimited in terms of time, place and content and compensated with the remuneration in accordance with clause 4, to use, reproduce, modify, edit, distribute and utilise the Non-Registrable New Property Rights, in particular for all products, processes and services of DTAG in all known and unknown types of use, as well as to further develop and manufacture them itself or through third parties. If the contractor commissions subcontractors, it must ensure by means of corresponding contractual agreements that the subcontractors also provide DTAG with the Non-Registrable New Property Rights.

6.4 DTAG shall hereby receive a usage right to the property rights of the work results that already exist at the time of conclusion of contract and provided these are necessary for the work/service or use of the work result (hereinafter referred to as "Old Property Rights") to the extent set out in clause 6.3, on the condition that this is a non-exclusive usage right, which is compensated with the remuneration in accordance with clause 4. At the time of the conclusion of contract and at DTAG's request, the contractor shall without undue delay provide DTAG with information on the Old Property Rights, which apply for the use of the work results.

6.5 All the usage rights granted to DTAG under this clause also include corresponding use by companies affiliated with DTAG within the meaning of section 15 German Stock Corporation Act (AktG), the following DTAG minority interest: Beijing Foton Daimler Automotive Co., Ltd. (BFDA), Hongluo Donglu 21, Beijing, China (People's Republic), as well as by cooperation partners of DTAG or a company affiliated with DTAG within the meaning of section 15 German Stock Corporation Act (AktG), provided the work/service is wholly or partially covered by the respective cooperation project. This

also includes the corresponding use by third parties for the aforesaid authorised persons.

7. Termination of Contract

7.1 In the event of termination, the following applies to remuneration: if the contractor is not responsible for the termination, its claim for remuneration shall be based on the statutory provisions on the condition that the presumption pursuant to section 648 sentence 3 German Civil Code (BGB) is limited to 2.5 percent, unless the contractor can prove a higher amount. If the termination is for good cause for which the contractor is not responsible, the contractor shall only be entitled to remuneration for the work/services completed and proven up to the termination if DTAG can reasonably be expected to utilise these works/services and the work/services are usable for DTAG. Otherwise, there is no entitlement to remuneration.

7.2 Each party may terminate the contract for good cause without observing a period of notice. Good cause exists for DTAG, in particular, if:

7.2.1 the completion of orders is clearly jeopardised by the contractor's inadequate performance; or

7.2.2 facts become known which give cause to suspect false self-employment on the part of the contractor, or

7.2.3 the existence of a dependent employment relationship is established in a procedure to determine the social security status of the contractor (status determination procedure pursuant to section 7a German Social Code IV (SGB IV)).

8. Employees of the Contractor

8.1 The contractor may only use foreign employees who require a work permit to fulfil its contractual duties if they are employees of the contractor. Such employees must also be in possession of residence and work permits which are valid for the territory and the period covered by the work to be performed. The contractor shall ensure that these requirements are met before these employees are employed.

8.2 By accepting DTAG's offer, the contractor declares to DTAG that a) no investigations have been carried out against it to date under the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG), or b) such investigations have been unsuccessful.

8.3 The contractor undertakes to pay the minimum wage stipulated within the framework of the statutory and collective bargaining provisions, in particular the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG) and the relevant collective bargaining agreements, as well as agreed supplements including social security contributions, labour promotion and social security expenses to employees and persons in marginal part-time employment.

8.4 The contractor also undertakes to inform DTAG if it becomes the subject of an investigation by the relevant authorities in respect of breaches of the regulations pertaining to work permits or residence permits, or for a breach of the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG).

8.5 When providing work/services on the premises of DTAG and areas provided in Germany, the contractor undertakes – provided it is not bound by any (in-house) collective bargaining agreement or collective bargaining agreement declared to be generally binding – to remunerate its employees used for the order at least at the level of the lowest pay group of the current collective bargaining agreement of its industry applicable regionally at the place of fulfilment of the contract.

8.6 The contractor fulfils the requirements defined in the German Act on Temporary Agency Work (AÜG), in the currently applicable version of the Ordinance on Minimum Wage in Temporary Employment and in the collective bargaining agreements applicable to it. It warrants that each personnel service provider whose temporary workers it uses also fulfils the legal requirements.

9. Review

DTAG and/or a third party commissioned by DTAG shall be granted access to suitable documentation and records and access to any operating rooms and work areas used, if applicable, by the contractor on DTAG's premises in order to verify compliance with the terms and conditions agreed herein, while observing the provisions of data protection law and the contractor's business and trade secrets. DTAG and/or a third party commissioned by DTAG shall also be authorised to question the contractor's personnel, including temporary workers, used within the scope of fulfilling the contractually owed work/service regarding compliance with the applicable conditions on DTAG's premises. At the request of DTAG, the contractor is obliged to submit documents that are suitable as proof of compliance with the agreed provisions for contractors (in anonymised form if required under data protection law). The contractor agrees that DTAG may pass on the appropriate documentation and suitable documents to a third party commissioned by DTAG, who, while observing the provisions of data protection law and the contractor's business and trade secrets, will be used by DTAG to check the aforesaid conditions.

10. Scope of Service Contracts

If, in addition to services under a contract for work and services, DTAG also commissions services under a service contract, the latter shall be governed by DTAG's Special Purchase Conditions Non-Production Materials for Services. This document is available in the Supplier Portal at <https://supplier.daimlertruck.com>.