

DAIMLER TRUCK

General Purchase Conditions Production Material and Spare Parts for Motor Vehicles Version 12/2022

Exclusively for use with business persons acting in the course of business when concluding the contract.

1 Governing Conditions

- 1.1 These General Purchase Conditions apply to the supply of parts, spare parts, components, aggregates, and /or systems, including software contained therein or related software, for the use for motor vehicles (hereinafter referred to as "Parts").
- 1.2 The legal relations between Daimler Truck AG, Fasanenweg 10, 70771 Leinfelden-Echterdingen, or between one of its affiliated companies (§ 15 of the German Stock Corporation Act (AktG)) (hereinafter referred to as 'DTAG') and the Partner (hereinafter collectively referred to as the 'Parties', each individually 'Party') shall, unless agreed otherwise, be governed by these General Purchase Conditions and the Daimler Truck Special Terms (DTST) which are an integral part of these General Purchase Conditions and can be accessed via the Daimler Truck Supplier Portal at <https://supplier.daimlertruck.com> (hereinafter collectively referred to as 'Purchase Conditions').
- 1.3 Amendments, additions and collateral agreements to these Purchase Conditions require (i) the written form by handwritten signature, (ii) the signing by using an electronic system provided by DTAG (e.g. proQ) or (iii) the signing by means of an advanced or qualified electronic signature within the meaning of EU Regulation No. 910/2014 of 01.07.2016 ("eIDAS Regulation") including any successor regulations.
- 1.4 General terms and conditions of the Partner or proposals for modifications of the Partner regarding these Purchase Conditions shall not be applicable, even if they were not explicitly rejected by DTAG in any individual case.

2 Purchase Contracts

- 2.1 Clause 1.3 applies to the conclusion of purchase contracts (especially supply contracts and orders). Purchase contracts are also concluded when the Partner commences supplying the goods or services which are the subject of DTAG's offer to enter into a contract, of the order or of the delivery call-up.
- 2.2 DTAG may demand that modifications be made to the parts at any time. The Partner is obliged to make such modifications without delay. The Partner may only object to the change request in so far as implementing the modifications would be unreasonable. Should an amendment to the purchase contract be required to account for a modification, in particular with regard to increased or lower costs, the Parties will negotiate thereon. If these modifications result in increased or lower costs, the order must be issued by the DTAG Purchasing Department in the form according to clause 1.3.
- 2.3 During the term of the agreement, the Parties shall conduct regular value analysis studies in an effort to identify potential savings. If potential savings are identified, the Parties shall adjust the series production price accordingly.

- 2.4 The supply contracts are concluded on the understanding that the Partner will remain competitive in terms of price, quality, ability to innovate and security of supply.

3 Payment, Invoice and Delivery Note

- 3.1 Payment is to be made by bank transfer.
- 3.2 In the case of early delivery, payment will be made according to the agreed delivery date.
- 3.3 In the event of defective deliveries, DTAG shall be entitled to withhold payment pro rata to the value of the defective delivery until the order has been properly fulfilled.
- 3.4 Without the prior written consent of DTAG, which shall not be unreasonably withheld, the Partner shall not be entitled to assign its receivables against DTAG to third parties or to allow such receivables to be collected by third parties. Consent is presumed in the event of assignments to companies in which DTAG directly or indirectly holds an interest of more than 50 percent. If the Partner assigns its receivables against DTAG to a third party without DTAG's consent contrary to sentence 1, the assignment shall remain effective. DTAG may however choose whether to make payment to the Partner or to the third party; either alternative shall have the effect of discharging the debt.
- 3.5 The invoice must comply with the statutory requirements. In particular it must show the VAT registration number or tax reference number, the date of delivery of the goods or services, and the quantity and nature of the goods invoiced, and is to be sent in a single copy to the plant to which the delivery was made. The Supplier number, delivery note number, number and date of the purchase contract (including the respective call-off order) or the order , additional purchaser information (costing code), and unloading point must also be specified in the invoice. A separate invoice must be issued for each delivery note. Standard delivery notes (DIN 4991) are to be used for all deliveries.
- 3.6 Invoices of Partner shall only become due if the requirements of clause 3.5 are fulfilled.

4 Notification of Defects

- 4.1 Section 377 of the German Commercial Code (HGB) applies with the provision that DTAG only checks and notify deliveries with regard to obvious transport damages as well as identity and quantity deviations in accordance with the circumstances of an ordinary course of business. DTAG shall notify other defects in the delivery immediately (regularly within 14 days) after they are discovered. In so far the Partner waives its right to object to the notification of defects on the grounds of delay.

- 4.2 For the duration of a fault and root cause analysis of the fault patterns that have occurred, for which the cause has not yet been clarified, the Partner also waives the objection of late notification of defects.

5 Confidentiality

- 5.1 Without prejudice to the provisions in clause 6, the Parties undertake to treat as confidential all information of the other Party or its affiliated companies (Section 15 AktG) that becomes known to them through the business relationships and in which the confidentiality for an objective third party results from the nature of the information (in particular technical and economic information) (hereinafter: "Confidential Information"). Confidential Information may also be information that in individual cases does not meet the requirements of a trade secret within the meaning of Section 2 No. 1 of the Act on the Protection of Trade Secrets (GeschGehG).
- 5.2 The obligation to maintain confidentiality in accordance with clause 5.1 shall not apply insofar as the receiving Party can prove that such information, (i) was already in the public domain at the time of its notification to the receiving Party or subsequently becomes public knowledge without breach of these provisions, (ii) was already lawfully in its possession before it was disclosed without any obligation of confidentiality by a third party, (iii) has already been lawfully obtained from a third party who is not obliged to maintain confidentiality, (iv) was developed by the receiving Party independently and without recourse to Confidential Information, or (v) has to be disclosed by the receiving Party on the basis of mandatory legal, official or judicial orders or to protect a legitimate interest within the meaning of Section 5 of the German Trade Secrets Act (GeschGehG), if applicable. In the event of (v) the receiving Party must inform the disclosing Party immediately and before disclosure, as far as is reasonable, and must give it the opportunity to challenge the necessity of disclosure and to keep disclosure as low as possible.
- 5.3 Insofar as this is necessary within the framework of the business relationship between the Parties and within the framework of the "need-to-know principle", the Parties are entitled to pass on the Confidential Information of the other Party to their affiliated companies (Section 15 AktG) and (sub-)suppliers. The Parties are also entitled to pass on the confidential information to tax consultants, auditors, lawyers and comparable external consultants of a party, insofar as they are professionally bound to secrecy or to the extent of this confidentiality agreement. The Parties are each responsible for obliging these respective recipients of Confidential Information to maintain confidentiality in accordance with these provisions.
- 5.4 DTAG is entitled to store Confidential Information on platforms (including communication systems) of the DTAG Group and to make it accessible to DTAG, DTAG Group companies and to third parties who require it on a "need to know" basis in order to provide their services for DTAG. The Partner shall treat all information from third parties on such platforms (including communication systems) that are accessible to the Partner as confidential within the meaning of Clause 5.1.

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

6 Rights of use

- 6.1 If DTAG remunerates the Partner for development work in the form of a one-time payment, allocation to piece price or by other means, the General Terms and Conditions for Development Work non-exclusive (Version 12/2021) of DTAG, which can be downloaded via the DTAG Supplier Portal at: <https://supplier.daimlertruck.com>, shall apply with regard to the development work. If separate contracts are concluded or the General Terms and Conditions for Development Work exclusive (Version 12/2021) are agreed for the development work, these shall prevail.
- 6.2 The Parties agree that the Parts can be used in particular for the agreed use by DTAG and its customers as well as by Group companies and that the Partner will not take any opposing intellectual property rights against this use – insofar as these have not already been exhausted by the sale.

7 Delivery Dates and Periods

Agreed delivery dates and delivery periods are binding. Receipt of the Parts at the appropriate DTAG plant shall be authoritative for compliance with the delivery date or delivery period. Unless 'delivery paid' has been agreed, the Partner shall make the Parts available in time taking into consideration the time usually necessary for loading and shipment.

8 Irregularities and Delays

- 8.1 Advance or partial or excess deliveries are subject to DTAG's prior consent. Where no such consent has been given or the acceptance for DTAG is unreasonable, DTAG may refuse acceptance of such deliveries or, at Partner's expense, return such deliveries. Irrespective of the existence of such prior consent of DTAG, the Partner shall compensate DTAG for any loss or damage resulting from any advance or partial or excess deliveries as well as any additional transportation cost shall be at the expense of Partner, except they are not attributable to the Partner.
- 8.2 Partner shall notify DTAG immediately of any incident which may lead to an irregular delivery, in particular to a delay or to a partial delivery. Partner shall transmit to DTAG all relevant information and the measures the Partner is taking to avoid an irregular delivery or to mitigate its impact.
- 8.3 The Partner is obliged to compensate DTAG for loss caused by delay provided that the legal preconditions are met. In case of a potential or actual delay, DTAG may claim the fastest way of transportation from Partner, whereas Partner shall bear any increased transportation costs compared to the normal transportation costs.

9 Force Majeure

- 9.1 Force majeure means the occurrence of an unforeseeable, unavoidable and serious event that prevents a Party from fulfilling its contractual obligations. In particular, natural disasters, wars, terrorism and official measures can constitute such an event in individual cases.

- 9.2 Force majeure releases the Parties from the respective obligations (including acceptance) for the duration of the disruption caused by this and to the extent of its effect; at the same time, the other Party is released from its respective obligation to provide consideration. Upon occurrence of the disruption, the Party affected by the disruption shall be obliged to immediately provide the other Party with all necessary information on the scope and expected duration of the disruption, and to do everything within reasonable limits to eliminate the disruption or to prevent or minimise the effects of the disruption, in particular with regard to the other Party. Furthermore, the Parties are obliged to look for alternative means and ways to further enable the fulfilment of the performance obligations to the extent that this is reasonable.
- 9.3 As soon as the disruption is no longer present, the original performance obligations must be fulfilled again. At the request of and in consultation with DTAG, the Partner must deliver subsequently the Parts not delivered during the disruption.

10 Quality and Documentation

- 10.1 Deliveries must be made free of defects (i.e. material and legal defects) The Partner complies with the state of the art of science and technology, the safety regulations and the agreed technical data, Specifications and Quality Requirements for the Parts it supplies. Partner warrants that the Parts comply with all national and international laws and regulations applicable for the respective parts in the sales markets. Changes to the Parts to be delivered require the prior written consent of DTAG. With regard to the Production Process and Product Approval (PPA), reference is made to the most current version of the VDA Volume 2 'Sicherung der Qualität von Lieferungen - Produktionsprozess - und Produktfreigabe PPF' (Quality Assurance for Supplies - Production process and product approval PPA).

Notwithstanding the foregoing, the Partner shall continuously monitor the quality and warrants the conformity of the Parts delivered. The Parties shall inform each other of any possibility for improving quality.

- 10.2 In the absence of any agreement between the Partner and DTAG regarding the nature and extent of testing, and the equipment and methods to be used, DTAG is prepared, at the Partner's request, to discuss the testing with the Partner and to use its knowledge, experience and capabilities to determine the level of testing technology that needs to be applied.
- 10.3 The Partner must also state in its quality records for all Parts when, how and by whom checks were carried out to ensure the defect-free manufacture of the Parts. In addition, the Partner must ensure that a Part can be traced back to production times and steps that are as tight as possible in terms of time and organisation, and must document this accordingly. These records must be kept also according to the most current version of the VDA Volume 1 'Dokumentation und Archivierung - Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen und Qualitätsaufzeichnungen' (Documentation and Archiving - Code of practice for the documentation and archiving of quality requirements and quality records) following the end of series

production and presented to DTAG upon request. The Partner is entitled to reduce the retention period for documentation if it is able to exclude the possibility of risk to life and health in the use of its Parts. The Partner shall obtain the same undertaking from any sub-suppliers, so far as is possible by law.

- 10.4 If any authorities responsible for vehicle safety, emissions standards, or similar ask to inspect the production process and the audit documents of DTAG in order to verify certain requirements, the Partner shall, at DTAG's request, grant these authorities and DTAG the same rights in its plant and to provide them with the support that may reasonably be expected. The Partner shall obtain the same undertaking from any sub-suppliers, so far as is possible by law.
- 10.5 The procedure for permanently disposing of Parts failing to pass the quality inspection at Partner's site will be separately notified to Partner by DTAG. Partner shall comply with such procedures.
- 10.6 Within the framework of its legal obligations, the Partner warrants proper product surveillance with regard to its Parts delivered or to be delivered to DTAG. This product surveillance also includes identical or comparable Parts of the Partner delivered to third parties.

11 Warranty claims

- 11.1 If defective Parts are delivered, DTAG is entitled, in accordance with the following clauses, to claim the following:
- a) If the defect is determined before the start of production (processing or installation) DTAG shall first give the Partner the opportunity to separate out defective Parts as well as at DTAG's option to rework or replace them. Is the period for subsequent performance expired or, for example because of DTAG's need to ensure uninterrupted production and due to particular urgency (e.g. due to the special requirements of just-in-time production) unreasonable, or is to minimize its loss an immediately act necessary, DTAG may carry out the rework itself (Selbstvornahme) or have it carried out by a third party. Any resultant costs shall be borne by the Partner. DTAG shall inform the Partner of the rework to the extent that is reasonable.
- b) In the event that the defect is not discovered until after production has started, DTAG is entitled to claim subsequent performance and compensation for expenses necessarily incurred in connection with subsequent performance, in particular transport and trip costs, labor costs (e.g. inspection and sorting costs), costs for material as well as dismantling and installation costs.

The costs and expenses referred to in this clause 11.1 must also be reimbursed if they are incurred even though the defective parts did not have to be replaced (e.g. installation of new or properly functioning software).

In the event of defective deliveries following dispatch from the production plant, processing must be carried out in accordance with the regulations in DTST 18.

- 11.2 In so far as parts to be replaced are not inspected or are not returned to the Partner for technical analysis or reworking, DTAG shall scrap them. If the Partner demands that they are returned to it before they are

scrapped, DTAG shall – where possible – return the parts, at the cost of the Partner.

- 11.3 The warranty expires at the end of 33 months after the first vehicle registration or the installation of the replacement part, at the latest however, 36 months after delivery to DTAG. Section 438 (3) German Civil Code (BGB) remains unaffected.
- 11.4 Notwithstanding clause 11.3, the warranty for parts supplied by the Partner and fitted in vehicles sold in the USA, Puerto Rico or Canada shall expire at the end of 48 months from initial registration, in accordance with the longer warranty periods vis-à-vis the end customer. For spare parts sold in the USA, Puerto Rico or Canada, the above limitation period shall apply mutatis mutandis from the time at which the spare part was fitted. The claims shall however become time-barred no later than 54 months after the delivery to DTAG.
- 11.5 In case the laws and regulations of countries in which the vehicles or spare parts are distributed provide for any longer warranty period than specified in clause 11.3, such longer warranty period shall replace the period specified in clause 11.3.
- 11.6 Any other statutory or contractual rights of DTAG shall remain unaffected by the provisions of this clause 11.

12 Liability

- 12.1 If legal or extrajudicial claims are made against DTAG due to actual or alleged product defects, the Partner shall be liable for the costs, expenses and damages incurred by DTAG as a result (including legal costs) and shall indemnify DTAG against these costs, expenses and damages. This shall only apply if the product defect is caused by the Partner's scope of services, regardless of the extent to which the Partner itself or its sub-suppliers contributed to this.
- 12.2 The Partner shall be liable for compensation for any expenses and damages (including legal fees and expenses) resulting from actions which DTAG undertakes to avoid any damage (for instance recall actions, service measures or other actions) or to establish the legal or approval-compliant status, in so far as such action results from the defectiveness of the Parts supplied by the Partner or other attributable breach of duty by the Partner.
- 12.3 The Partner shall reasonably support DTAG upon request with regard to the investigation and defence of third party claims.
- 12.4 DTAG shall inform the Partner to a reasonable extent about the facts in cases of liability and shall give the Partner the opportunity to investigate the issue. This shall not apply insofar as the information or the participation of the Partner is not possible due to particular time restrictions.
- 12.5 Any other statutory or contractual rights of DTAG (particularly those arising under the German Product Liability Act, tort, and agency without authority) shall remain unaffected by the provisions of this clause 12.
- 12.6 In addition to compensation for its own damages, DTAG may claim compensation for damages of affiliated companies (§§15 ff. of the German Stock Corporation Act (AktG)) in the form of payment to DTAG itself as if the damages had been its own damages.

13 Third Party Rights, intellectual Property Rights

- 13.1 The Partner undertakes to deliver and transfer the Parts to DTAG free of third-party rights (in particular patent rights, utility patent rights, copyrights, design rights, trademark rights or any other rights with regard to intellectual property). If the Partner fails to do so, the Partner must ensure for the purpose of supplementary performance that the Parts can be used for DTAG in the same way as if they were free of third-party rights, for example in case of the existence of third-party rights by licensing them for DTAG at its own expense. DTAG is entitled to conclude an agreement with the third parties on DTAG's own after expiry of a reasonable period of time. The resulting costs shall be borne by the Partner.
- 13.2 The Partner shall indemnify or hold DTAG and other DTAG Group companies harmless from all expenses, damages and other costs in connection with the alleged breach of the obligation from Section 13.1, including reasonable costs of legal proceedings, defence and advice. This obligation to indemnify or hold harmless shall not apply insofar as the Partner is not responsible for the breach of the obligation in accordance with clause 13.1
- 13.3 Actions of the Partner's suppliers shall be attributed to the Partner; the Partner shall be liable for any damage incurred in the context of commissioning such suppliers. Clause 13.2 shall apply.
- 13.4 If a third party asserts an infringement of rights against DTAG or another DTAG Group company in connection with the Parts, the Partner shall immediately provide DTAG or the other DTAG Group company with all requested information and also support DTAG in defence without restriction and at its own expense.
- 13.5 The Partner shall inform DTAG immediately if the Partner becomes aware of any risks of injury or alleged cases of injury.
- 13.6 At the request of DTAG, the Partner shall inform DTAG of the use of published and unpublished proprietary and licensed intellectual property rights and applications for intellectual property rights to the Part.
- 13.7 Other legal or contractual rights of DTAG remain unaffected by the provisions of this clause 13.

14 Use of Production Devices and Confidential Information made available by DTAG

Models, matrices, templates, patterns, specifications, drawings, sketches, tools, and other manufacturing devices as well as confidential information and design data provided to the Partner by DTAG or paid for by DTAG in full, may be used for supplies to third parties only with the prior written consent of DTAG. The Partner will use the aforementioned manufacturing devices and confidential information only with regard to the deliveries to DTAG and not for any other purposes.

15 Termination of the Contract

- 15.1 Each Party may terminate the contract without notice for good cause.
- 15.2 Good cause shall be deemed to exist in particular if a significant deterioration in the financial position of the other Party occurs or threatens to occur and the

stability of the supply is thereby jeopardised if enforcement proceedings have been initiated against the entire assets of the other Party or a significant part of these assets or an insolvency application concerning the assets of the other Party has been rejected for lack of assets.

- 15.3 Good cause shall also be deemed to exist if insolvency proceedings have been opened on the assets of the respective other Party, judicial or extrajudicial settlement proceedings have been opened, a corresponding application has been filed or if the reasons for the opening of insolvency proceedings or comparable proceedings on the assets of the respective other Party exist.
- 15.4 If, in relation to a Party, good cause within the meaning of clause 15.2., the other Party is entitled to withdraw from a call-off order for the unfulfilled part.
- 15.5 If, in relation to a Party, good cause within the meaning of clause 15.3., the other Party is entitled to withdraw from a call-off order for the unfulfilled part.

16 Insurance

- 16.1 The Partner is obliged to take out appropriate insurance in respect of its obligations. Upon request, it must provide DTAG with evidence of the insurance cover.
- 16.2 DTAG may in special cases require the Partner to take out a certain type of insurance and/or a certain amount of insurance. In such cases, the Parties shall separately agree on the costs.

17 Compliance with Laws and Respect for Human Rights

- 17.1 The Parties agree to comply with all applicable laws, rules, regulations and product requirements affecting the Parties' performance under the terms of this Agreement, carrying the force of law including, without limitation, those of their respective state of incorporation or principal place of business, and of the state of operations (collectively referred to as "Applicable Laws").
- 17.2 Notwithstanding the above and any further provisions of this Agreement, the Parties confirm that they have adequate procedures in place in order to comply with the Applicable Laws relating to antitrust, anti-corruption, anti-money laundering, sanctions and export control obligations, data protection, the prohibition of child and forced labor, labor rights, occupational health and safety, as well as environmental protection during the term of the Parties' contractual relationship.
- 17.3 The Parties agree to respect all internationally recognized human rights as expressed in the UN International Bill of Human Rights and the ILO's (International Labour Organization) fundamental conventions during the term of the Parties' contractual relationship.
- 17.4 The Parties shall ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies, procedures and measures including, without limitation, the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions in this article.

18 General Provisions

- 18.1 Any rights of retention of the Partner shall be excluded unless its counterclaims have been legally determined without the right of appeal, are not disputed or have been acknowledged by DTAG. Further, the Partner shall only be entitled to a right of retention, insofar as its counterclaim results from the same legal relation.
- 18.2 Should any provision of these conditions or of any additional stipulations agreed upon be or become invalid, this shall not affect the validity of the remainder of these conditions. The Parties are obliged to replace the invalid provision with one which comes as close as possible to the invalid provision in terms of its economic effect.
- 18.3 The law of the Federal Republic of Germany shall apply exclusively, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980.
- 18.4 Place of performance for the delivery shall be the DTAG plant to which the goods are supplied. In other respects the place of performance shall be Leinfelden-Echterdingen, Germany.
- 18.5 The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Stuttgart (Mitte), Germany. Each Party may however also be sued at its general place of jurisdiction.