

## General Terms and Conditions of Daimler Buses GmbH for the additive manufacturing of components

### -Contractual conditions 3D Printing-

**The following contractual conditions apply to the chargeable production of components by means of additive manufacturing and their delivery by Daimler Buses GmbH ("Daimler Buses"). The provision of services is exclusively for commercial customers.**

#### I. Scope

1. The following contractual conditions apply to all services commissioned at Daimler Buses GmbH, Fasanenweg 10, 70771 Leinfelden-Echterdingen, Germany, ("Daimler Buses") in connection with the production of components by means of additive manufacturing and their delivery.

2. Other General Terms and Conditions of the customer do not apply even if Daimler Buses has not expressly objected to them. This non-acceptance applies even if the customer refers to his own general terms and conditions or purchasing conditions in his order confirmation.

#### II. Contractual Obligations

1. Daimler Buses manufactures the components contained in the offer to the customer by means of additive manufacturing and delivers them to the customer ("subject of the order"/subjects of the order").

2. The customer provides Daimler Buses with all the information necessary for the examination of the offer and the execution of the contract in accordance with Section IX. before the conclusion of the contract.

3. A review of the design, in particular its suitability for a specific purpose, is expressly not carried out by Daimler Buses.

#### III. Prices

1. Unless expressly specified otherwise, price quotations are net prices without sales tax and may be increased by the applicable national sales tax or other indirect taxes, unless a tax exemption, a zero tax rate or a tax liability reversal is applicable.

2. If the customer is a legal entity under public law, a special fund under public law or an entrepreneur who is acting in the exercise of his commercial or independent professional activity when concluding the contract, the purchase price shall change in the same proportion as the (list) prices of Daimler Buses GmbH plus the statutory sales tax change until the day of provision for collection or dispatch by Daimler Buses.

3. All price information on the websites, catalogues, brochures and in the order confirmation of Daimler Buses are to be understood as non-binding and subject to possible typing, printing or calculation errors.

4. The customer shall bear separately any shipping costs, customs duties and other incidental costs that may arise.

#### IV. Payment

1. The purchase price is due for payment with the provision of the subject of the order for collection or dispatch and the delivery of the invoice by Daimler Buses, but no later than 14 days after dispatch of the notification about the provision of the subject of the order for collection or dispatch by Daimler Buses to the customer.

2. The customer may offset against claims of Daimler Buses only if the counterclaim of the customer is undisputed or a legally binding title exists. This does not apply to counterclaims by the Customer arising from the same agreement. The customer may only assert a right of retention to the extent it is based on claims from the same contractual relationship.

#### V. Delivery

1. General delivery periods do not constitute binding delivery dates.

2. The delivery is made "EXW manufacturer's plant Daimler Buses".

3. Partial deliveries of individual subjects of the order in the case of an order for several subjects of the order are permissible, insofar as they are reasonable for the customer. For the aforementioned limitation of liability and the aforementioned exclusion of liability, number 3 of this section applies accordingly.

4. Force majeure or operational disruptions occurring at Daimler Buses or their suppliers, which temporarily prevent Daimler Buses from delivering the subject of the order at the agreed time or within the agreed period without their own fault, change the agreed dates and periods by the duration of the performance disruptions caused by these circumstances. If corresponding disruptions lead to a delay in performance of more than four months, the customer can withdraw from the contract. Other rights of withdrawal remain unaffected.

#### VI. Retention of Title

1. The subject of the order remains the property of Daimler Buses until the claims due to Daimler Buses under this contract have been settled. If the customer is a legal entity under public law, a special fund under public law or an entrepreneur who is acting in the exercise of his commercial or independent professional activity when concluding the contract, the retention of title also remains in place for claims of Daimler Buses against the customer from the ongoing business relationship until the settlement of claims due in connection with the contract. At the request of the customer, Daimler Buses is obliged to waive the retention of title to the extent that the value of the subject of the order exceeds all claims related to the subject of the order by 20% and there is otherwise adequate security for the other claims from the ongoing business relationship.

2. As long as the retention of title exists, the customer may neither dispose of the subject of the order nor grant contractual use to third parties.

#### VII. Liability for Material Defects

1. The customer is obliged to inspect the subject of the order immediately in accordance with the diligence of a prudent businessman and, if a material defect becomes apparent, not to use the subject of the order until the defect has been remedied. The customer must notify Daimler Buses of defects that are within the responsibility of Daimler Buses immediately after examination, unless the defect was not recognizable during the examination. If such a defect subsequently becomes apparent, it must be reported immediately after discovery. The notification of defect must be made in writing and must be accompanied by a specific description of the defect.

2. Claims of the customer due to material defects become statute-barred one year after provision for collection or dispatch, if the customer is a legal entity under public law, a special fund under public law or an entrepreneur who is acting in the exercise of his commercial or independent professional activity when concluding the contract. Services are not provided for consumers. Further claims remain unaffected, insofar as Daimler Buses is liable by law or something else is agreed, in particular in the case of the acceptance of a guarantee.

3. The reduction of the limitation period in number 2 does not apply to damages resulting from a grossly negligent or intentional breach of duties by Daimler Buses GmbH, its legal representatives or its vicarious agents, as well as in the case of injury to life, body or health.

4. If Daimler Buses is liable for a damage caused by slight negligence due to legal regulations, the liability of Daimler Buses is limited: The liability only exists in case of violation of essential contractual obligations, such as those that the present contract wants to impose on Daimler Buses according to its content and purpose or whose fulfillment enables the proper execution of this contract at all and on whose compliance the customer regularly trusts and may trust. This liability is limited to the typical damage foreseeable at the time of conclusion of the contract. Excluded is the personal liability of the legal representatives, vicarious agents

and employees of Daimler Buses for damages caused by them through slight negligence. For the aforementioned limitation of liability and the aforementioned disclaimer, number 3 of this section applies accordingly.

5. Regardless of any fault on the part of Daimler Buses, any potential liability of Daimler Buses remains unaffected in the event of fraudulent concealment of the defect, from the acceptance of a guarantee or a procurement risk, and under the Product Liability Act.

#### **VIII. Liability for other damages**

1. Other claims of the customer, which are not regulated in Section VII. Liability for material defects, expire in the regular limitation period.

2. For other claims for damages against Daimler Buses, the regulations in Section VII. Liability for material defects, numbers 4 and 5 apply accordingly.

#### **IX. Processing of information provided by the customer, such as drawings, samples, models, templates, etc.**

1. The customer must provide Daimler Buses with all the information necessary for the execution of the subject of the order, such as drawings, samples, models, templates, etc., in the file formats, formatting, image and file sizes specified by Daimler Buses, and grant Daimler Buses the necessary rights of use required for this purpose. The necessary rights of use also include in particular the transfer of the contents to third parties within the scope of the execution of the subject of the order. The customer is solely responsible for the procurement and acquisition of rights to these contents. The customer declares and assumes responsibility for having the right to use the information provided to Daimler Buses to the extent necessary for the execution of the contract. The customer in particular ensures that no third-party rights are violated, especially copyrights, trademarks and personal rights.

2. The Customer shall indemnify Daimler Buses against third-party claims that may be asserted against it in connection with a violation of the third party's rights through the contractual use of the Customer's content by Daimler Buses. The customer shall also bear the reasonable costs of the necessary legal defense, including all court and attorney fees to the extent permitted by law. This does not apply if the customer is not responsible for the infringement of rights. In the event of a third-party claim, the Customer is obliged to provide Daimler Buses with all information required for the examination of the claims and defence,

immediately, truthfully and completely from Daimler Buses' point of view.3. Daimler Buses reserves the right to reject orders if the content provided by the customer for this purpose violates legal or official prohibitions or good morals. This applies in particular in the case of the provision of content that is hostile to the constitution, racist, xenophobic, discriminatory, offensive and/or glorifies violence.

#### **X. Export and Import Control Restrictions**

1. If the subject of the order is subject to export and/or import control restrictions under the applicable German, EU, US or the customer's respective national law, the customer may not place an order. The customer is solely responsible for the corresponding prior examination of the subject of the order. The customer shall indemnify Daimler Buses against any liability arising from this. In case of doubt, a process clarification with the export control department of Daimler Buses GmbH must be carried out in advance (mail to [exportcontrol\\_evobus@daimlertruck.com](mailto:exportcontrol_evobus@daimlertruck.com))

#### **XI. Place of Performance, Jurisdiction and Applicable Law**

1. If the customer is a legal entity under public law, a special fund under public law or an entrepreneur who acts in the exercise of his commercial or independent professional activity when concluding the contract, the place of performance for the delivery of the subject matter of the contract is the manufacturer's plant of Daimler Buses, for a subject matter of the contract manufactured outside Europe, the German place of delivery.

2. If the customer is a business person, the courts of Stuttgart have exclusive jurisdiction over all present and future claims arising from or in conjunction with this contractual relationship. Daimler Buses is nevertheless also entitled to file an action at the customer's place of business.

3. The same place of jurisdiction applies if the customer does not have a general place of jurisdiction in the country, moves his residence or usual place of abode out of the country after conclusion of the contract or his residence or usual place of abode is not known at the time the action is filed. Otherwise, for claims of Daimler Buses against the customer, the customer's place of residence is the place of jurisdiction.

4.

The law of the Federal Republic of Germany shall exclusively apply to this relationship between the customer and Daimler Buses.

5. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply.