

## General Purchase Conditions

1. The legal relationships arising from this Agreement between the contractor and Daimler AG, hereinafter referred to as Daimler, shall be governed by these conditions and any other written agreements. Neither Daimler's terms and conditions for the purchase of production material and spare parts for motor vehicles nor the contractor's general terms and conditions shall apply to this Agreement.
2. The placing and acceptance of orders, and all subsequent amendments and additions thereto, must be in writing. Collateral agreements made orally when the Agreement is concluded shall be valid only if confirmed in writing by Daimler. This shall also apply to amendments made to the Agreement after the Agreement has been concluded. If the contractor does not accept the order within 14 days, Daimler shall be entitled to revoke the order in writing.
3. Unless otherwise agreed in writing, invoices should be sent to the invoice control section of the Daimler department to which goods have been supplied. The contractor is not entitled to assign, to transfer or to sell its receivables against Daimler or to have them collected by third parties; this shall not apply to an extended reservation of title or to assignments to companies in which Daimler has a direct or indirect shareholding of over 50 percent. If the contractor assigns its receivables against Daimler to a third party without Daimler's consent contrary to the second sentence of this section, the assignment shall remain effective. Daimler may however choose whether to make payment to the contractor or to the third party; either alternative shall have the effect of discharging the debt.
4. The parties may use this business relationship for advertising purposes only with prior written consent of the other party. Drawings, models, patterns, samples, and similar items provided to the contractor by Daimler or paid for by Daimler shall remain the property of Daimler. They must not be handed over or made available in any other way to third parties and may only be used for goods supplied to third parties with Daimler's prior written consent. Subcontractors shall be required to give an equivalent undertaking.
5. In the event of short-time work, interruption to business, and other cases of plant shutdown, which prevent Daimler, through no fault of its own, from accepting goods and services in the area affected, the parties to the Agreement shall agree upon a suitable alternative date. Daimler shall consult the contractor on this matter in good time if possible.
6. The contractor must comply with the latest generally accepted technical standards, the safety regulations and the agreed technical specifications for the goods and services it supplies. If it provides services on the customer's premises, it shall notify the coordinator appointed by the customer of the commencement date for and the scope of the work to be performed, and agree on the procedure to be followed. The coordinator shall have the right of direction and control in this respect. For materials (substances, preparations) and items (e.g. goods, components, technical equipment, uncleaned empties), which, by virtue of their nature, their characteristics or their condition, may represent a hazard to the life and health of human beings, to the environment and to property and which are therefore required by regulations to undergo special treatment in respect of their packaging, transport, storage, handling and waste disposal, the contractor shall provide Daimler with a completed EU safety data sheet as per EU Regulation 1907/2006 (REACH), as amended, and a relevant accident report sheet (Transport). If the materials are modified or the legal situation changes, the contractor shall provide Daimler with updated data and report sheets. The contractor shall also comply with the standards and requirements of Daimler AG as set forth in the current version of MBST 36 as well as the current version of MBST 29 including the annex 2014 of the MBST2012. Unless the "supply tables mode" has been agreed as the method of delivery, the Mercedes-Benz Special Terms (MBST) 35 shall apply to the communication of delivery note information between the contractor and Daimler.
7. Deadlines and periods agreed in writing are binding. Daimler must be notified immediately of an impending delay. Whether work, goods or services are delivered on time it is determined exclusively by actual delivery of the contractually agreed at the agreed place of performance at the agreed time.  
If the contractor is in default, Daimler shall be entitled to terminate for good cause after expiration of a reasonable extension of time for performance given by Daimler. If the contractor violates a contractual obligation, the statutory provisions shall apply.
8. The liability of Daimler and the contractor shall be governed by the statutory provisions. Daimler may enforce claims for damages of other Group companies against the contractor as if they were Daimler's own claims.
9. The contractor warrants that the goods and services it supplies shall remain free of defects during the warranty term. This shall also apply regarding parts the contractor obtains from third parties. The duration of the warranty term shall be governed by the statutory period of limitation for claims regarding defects of quality. This shall also apply in the case of multi-shift operations. A complaint in writing from Daimler shall have the effect of suspending the period of prescription for claims in respect of a specific defect until such time as the defect has been remedied. The suspension shall, however, end three months after a written declaration has been received stating that the defect has been remedied or that no defect existed. The contractor must be notified of defects in writing without undue delay as soon as they are discovered within the ordinary course of business.
10. The contractor shall assume liability in respect of claims arising from the violation of granted or registered property rights while the goods and services are being used in accordance with the Agreement. The contractor shall indemnify Daimler against any claims arising from the use of such rights. If a work protected by copyright is supplied, Daimler shall receive from the contractor a single, unrestricted usage right covering all forms of use. The contractor shall check all parts it obtains from third parties regarding capability and freedom from defects.
11. If the contractor suspends its performance or if an insolvency proceeding against it is refused for lack of assets, Daimler shall be entitled to terminate the contract with immediate effect or to rescind the contract. If no such rescission takes place, Daimler shall be entitled to withhold a sum equivalent to at least 5 percent of the remuneration as security for the claims under the contract, until the contractual warranty period has elapsed. Each party is particularly entitled to terminate the contract for good cause, if a proceeding to make an affirmation in lieu of an oath of the other party has been started.
12. Within the framework of its commercial dealings with Daimler, the contractor is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the contractor or other third parties. In the event of violation of the above, Daimler has the right to immediately withdraw from or terminate all legal transactions existing with the contractor and the right to cancel all negotiations. The above notwithstanding, the contractor is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with Daimler.
13. The contractor has a duty to ensure that any employees used on site at Daimler and/or that any employees given access to any IT-systems in connection with fulfilling the requirements of this purchase order must receive an admission and/or access authorization from Daimler. Individuals to

whom Daimler or any Daimler affiliate has declared a house ban, an admission ban, and/or an access ban can not be used by the contractor in the fulfilment of this purchase order.

14. The contractor shall treat all private technical, commercial and organizational information, of which it becomes aware as a result of its business relationship with Daimler AG as confidential, and shall not exploit it or make it available to third parties either during the period of this Agreement or five years thereafter. This obligation shall not apply in regard to technical, commercial or organizational information and documents
- which can be proven by the contractor to be already known by him at the contracting time
  - which are legally received by the contractor from a third party without any confidentiality obligation;
  - which are in the public domain or enter the public domain through no wrongful act of contractor;
  - which can be proven by the contractor to have been developed independently of confidential information received from Daimler.

A record may only be made in so far as it is necessary for the purposes of the Agreement. The contractor shall exercise the due care of a diligent businessman in respect of its confidentiality obligation, whereby at least the same would apply when dealing with its own confidential information.

The parties are entitled to disclose technical, commercial or organizational information and documents to affiliated companies as defined in Section 15 and following of the German Companies Act (Aktiengesetz), provided that such affiliated companies will enter into similar confidentiality obligations.

The contractor shall only use the information and materials which have been or will be made available to him in the course of the collaboration with Daimler for the purpose of fulfilling his contractual obligations. The same shall apply in the case of results, data and knowledge arising in connection with this Agreement or the individual contracts.

Using the latest available technology, the contractor undertakes to do everything possible to immediately and effectively protect all information and data received from Daimler against access by unauthorized third parties, and in particular to secure it against misappropriation, loss, manipulation, damage or any duplication. If the contractor has reason to suspect that unauthorized third parties have obtained knowledge of the information and data, it must inform Daimler immediately and, in consultation with Daimler, take all measures necessary to establish the facts and, if necessary, prevent future third-party access.

If the contractor stores, works on or processes the information and data in its data processing systems, the contractor shall ensure that unauthorized third parties cannot access this data.

The contractor undertakes, upon completion of the assignment, to return all information, data, documents and storage media received to Daimler. The contractor shall also remove all data and information from its data processing equipment, and shall either return all copies of the data and storage media to Daimler or destroy the copies in such a way that they cannot be reconstituted; the choice shall be Daimler's. At the request of Daimler, the contractor shall demonstrate that all materials have been destroyed or returned and shall confirm in writing that this has been done.

The contractor is under a duty to comply with all data protection provisions as amended from time to time, and will observe these. The contractor must instruct all staff about the relevant data protection provisions and place them under a duty of confidentiality in this respect. Such declarations must be presented to Daimler or its data protection officer on request.

The contractor is obliged to pay a penalty of 5 percent of the value of the respective order in the event of a breach of any of these duties. Such penalty will be offset against any damages claimed by Daimler for breach of confidentiality.

In regard to data-protection and information security the Annex "Agreement on data processing on behalf" shall apply. In this Annex the contractor and Daimler have to fill in the relevant information. If, within the scope of contractor's performance, the contractor does not collect, process or use personal data, this Annex shall not apply. Daimler has to document this exception.

15. The contractor shall have no rights of retention unless its claims are uncontested or have been confirmed by a non-appealable court decision. The contractor has the right to set off of a Daimler's claim only with those own claims, which are uncontested or have been confirmed by a non-appealable court decision.
16. The contractor fulfills all the necessary tax obligations in the context of service provision in China (all corporate taxes, indirect taxes and taxes of the employees) and provides Daimler or affiliated companies of Daimler all certificates that are necessary to assure timely payment of the service fee by the Chinese service recipient to Daimler or to affiliated companies. All taxes and further costs shall be borne by the contractor.
17. The contractor must inform Daimler promptly of impending or existing payment difficulties or where insolvency is possible or has been applied for.

Any changes and additional provisions shall only take effect if they have been agreed in writing with the purchasing department of Daimler which is responsible for this Agreement. This shall also apply to arrangements that remove this requirement for the written form.

If any provision of this Agreement is invalid, this shall not affect the validity of the Agreement as a whole. The parties shall agree a provision which takes account of the interests of both sides.

18. Unless otherwise agreed, the laws of the Federal Republic of Germany shall apply. With respect to the interpretation of the Agreement, the German version shall prevail. The application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 4. 1980 is excluded. The place of performance for deliveries or services is the recipient plant or recipient branch specified in the order by Daimler. Furthermore, the place of performance is Stuttgart. The courts of Stuttgart-Mitte have exclusive jurisdiction for all present and future claims arising from the business connection with business persons, including receivables on bills of exchange and check receivables. The same place of jurisdiction shall apply if the contractor has no general jurisdiction in Germany, moves its domicile or place of habitual residence abroad after conclusion of the contract or if its domicile or place of habitual residence is unknown at the time suit is filed. Daimler is also entitled to initiate legal action in the location of the registered office of the contractor.