

# DAIMLER TRUCK

## EvoBus Danmark A/S - General Purchase & Procurement Conditions

Version 01/2023

Definitions for the use of these general purchase conditions:

**"Affiliated Company"** means any individual, corporation or other undertaking who directly or indirectly controls, is controlled by or is under common control with a Party to this Agreement, such control being determined in accordance with the term "group" (in Danish *koncern*) in Sections 6 and 7 of the Danish Companies Act (in Danish *Selskabsloven*).

**"Business Day"** means a day (with the exception of Saturday and Sunday) when the banks are usually open in Copenhagen, Denmark.

**"Parties"** means collectively the Customer and the Supplier, and each of them separately a **"Party"**.

**"Purchase Conditions"** means these general purchase conditions as amended from time to time by the Customer.

**"Customer"** means EvoBus Danmark A/S (company registration number 33738811) or one of its Affiliated Companies.

**"Price"** means the price that the Customer has accepted to pay for the Product.

**"Product"** means the products supplied by the Supplier as set out in the relevant Purchase Order.

**"Purchase Order"** means an order for the Products and/or Services placed by the Customer.

**"Services"** means the services supplied by the Supplier to the Customer as set out in the relevant Purchase Order.

**"Supplier"** means the person or legal entity from whom Customer purchases the Products and/or Services.

### 1. Orders, delivery and invoicing

- 1.1 All Purchase Orders placed by the Customer with the Supplier for the purchase of Products and/or Services and all sale and delivery of Products and/or Services to the Customer are subject to the Purchase Conditions. The Supplier's general terms of sale and delivery or other general conditions shall not apply in relation to the Supplier's sale and delivery of Products and/or Services to the Customer, regardless of whether the Supplier has referred to such terms or conditions in its quotation, order confirmation, invoice, delivery note or elsewhere. The Purchase Conditions shall in no event apply to consumers.
- 1.2 The placing and acceptance of Purchase Orders, and all subsequent amendments and additions thereto must be in writing and any oral agreements are only valid if they have been confirmed in writing by the Customer.
- 1.3 The Supplier's order conformation is binding upon the Supplier. An order is binding on the Customer from the time of the Customer's receipt of the Supplier's corresponding written order confirmation.
- 1.4 The Supplier is liable for any delay in relation to the agreed time of delivery. The Customer must be notified by the Supplier immediately of an impending delay. In case of a delay, the Customer shall be entitled to claim damages in accordance with the general rules of Danish law for any loss and costs incurred by the Customer as a consequence of the delay. In addition, the Customer is entitled to cancel a placed Purchase Order if the time of delivery has been exceeded by more than 14 Business Days. The Customer reserves the right to claim other remedies for breach of contract under Danish law.
- 1.5 Whether work, Products and/or Services are delivered on time

is determined exclusively by actual delivery of the contractually agreed at the agreed place of performance at the agreed time in as set out in the Purchase Order.

- 1.6 When the Products are delivered, title to the Products passes to the Customer.
- 1.7 When damaged Products are delivered, the Supplier is immediately to delivery new and non-defective Products to the Customer and collect the damaged Products without any expenses on the part of the Customer.
- 1.8 Unless otherwise agreed in writing, invoices shall be sent to the invoice control section of the Customer's department to which the Products and/or Services have been supplied.
- 1.9 Without the prior written consent of the Customer, which shall not be unreasonably withheld, the Supplier shall not be entitled to assign or to sell its receivables against the Customer to third parties.

### 2. Hardship

- 2.1 In the event of short-time work, interruption to business, and other cases of plant shutdown, which prevent the Customer, through no fault of its own, from accepting Products and/or Services in the area affected, the Parties shall agree upon a suitable alternative delivery date. If the Purchase Order does not contain the accepting of Products and/or Services, the mutual obligations of the Parties are suspended in the above-mentioned events as long as the event takes place. The Customer shall consult the Supplier on this matter in good time if possible.

### 3. Technical standards, Product requirements and safety regulation

- 3.1 The Supplier must comply with the generally accepted technical standards, the safety regulations and the agreed technical specifications for the Products and/or 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 under the Services, 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 Supplier shall provide the Customer with a completed EU safety data sheet as per EU Regulation 1907/2006 (REACH) (as amended from time to time), as amended from time to time, and a relevant accident report sheet (Transport). If the materials are modified or the legal situation changes, the Supplier shall provide the Customer with updated data and report sheets. The Supplier also complies with the standards and requirements of the Customer as set forth in the Daimler Truck Special Terms (DTST) 36 (Version 1 2/2021 i21). Including Annex 1) as well as in the DTST 29 (Version 1 2/20) unless the "supply tables mode" has been agreed as the method of delivery, the DTST 36 (Version 1 2/2021) shall apply to the communication of delivery note information between the Supplier and the Customer

### 4. Intellectual property rights

- 4.1 The Supplier shall ensure that the Products to be delivered as well as the manufacturing process are not in breach of any

rights of third parties (in particular patent rights, utility model rights, copyrights, design rights, brand rights or other (intellectual) property rights). The Supplier is liable for any expenses and damages (including legal costs) arising from the breach of rights of third parties and shall indemnify the Customer from all claims arising from the use of such rights.

- 4.2 The liability and indemnification obligation of the Supplier according to this clause 4 do not exist if the Supplier has produced the delivery objects in accordance with the detailed drawings or models provided to it by the Customer and has no knowledge, or does not have to have knowledge, that this would lead to an infringement of property rights in connection with the products developed by it.
- 4.3 The Supplier undertakes to inform the Customer without undue delay of any risks of infringement and alleged infringements that become known and to provide the Customer with support for countering possible claims at no cost in an appropriate manner (e.g. during the investigation, analysis, assessment of documents, etc.).
- 4.4 The Supplier shall notify the Customer at the Customer's request of the use of any published and unpublished property rights of its own or the use of licensed property rights and property right registrations for the delivery object.

## 5. Marketing and advertising

- 5.1 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 Supplier by the Customer or paid for by the Customer shall remain the property of the Customer. 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 the Customer's prior written consent.

## 6. Liability for defects and complaints

- 6.1 The liability of the Customer and the Supplier shall be governed by the general rules under Danish law and the Customer is entitled to claim damages in accordance with the general rules of Danish law for any loss and costs incurred by the Customer as a consequence of the Supplier's delivery of defective Products and/or Services. The Customer may enforce claims for damages of other Affiliated Companies of the Customer against the Supplier as if they were the Customer's own claims.
- 6.2 At the Customer's request, the Supplier shall without undue delay and at no cost to the Customer remedy any defects and/or correct any errors, including make a replacement. The Customer reserves the right to claim other remedies for breach of contract under the general rules of Danish law.
- 6.3 The Supplier shall assume liability in respect of claims arising from the violation of granted or registered property rights while the Products and/or Services are being used in accordance with the Purchase Conditions. The Supplier shall indemnify the Customer against any claims arising from the use of such rights. If a work protected by copyright is supplied, the Customer shall receive from the Supplier a single, unrestricted usage right covering all forms of use. The Supplier shall check all parts it obtains from third parties regarding capability and freedom from defects.
- 6.4 The Supplier accepts to co-operate actively in the processing of complaints and is to commence such processing without undue delay from receipt of the complaint. The Supplier shall inform the Customer on a continuous basis of the processing of the complaint and shall endeavour to finish the complaints procedure within ten (10) Business Days from receipt.
- 6.5 Defective Products will be kept by the Customer at the Supplier's expense and risk for up to ten (10) Business Days after the Customer has notified the Supplier about a complaint and within this time the Supplier may inspect the defective Products on the premises of the Customer or have them returned at the Supplier's own expense.
- 6.6 The Supplier's liability under this Clause 6 expires five (5) years from delivery of Products to the Customer, see Clause 1.5.

## 7. Product liability

- 7.1 The Supplier is liable for personal injury, property damage or other damage caused by Products under the product liability rules.
- 7.2 The Supplier undertakes to be a party to any legal proceedings against the Customer instituted before an arbitration tribunal or before the ordinary courts by a third party claiming damages due to damage allegedly caused by faulty Products.

7.3 The Supplier shall indemnify the Customer for any claim and/or loss and costs, including reasonable legal costs, that the Customer may incur because the Supplier's Products have caused damage and/or because the Products delivered by the Supplier have not been in compliance with the Purchase Conditions.

7.4 The Supplier is further to indemnify the Customer for any claim and/or loss and costs that the Customer might incur in connection with a recall of the Products.

7.5 The Supplier undertakes to ensure that the Supplier and the Supplier's sub-suppliers, if any, take out general commercial insurance and product liability insurance with ingredients and component coverage with a limit of cover of no less than DKK thirty (30) million per event. At the request of the Customer, the Supplier is to send a policy to the Customer. If the Supplier's insurance changes, the Customer is immediately to be informed in writing.

## 8. Warranties

8.1 The Supplier warrants that:

8.1.1 The Products and/or Services it supplies will be delivered free from any charges or encumbrances

8.1.2 The Products are non-defective in respect of workmanship, material, fabrication and design.

8.1.3 If the Supplier is to provide Services, the Supplier guarantees that such Services will be provided in accordance with the applicable terms of the Purchase Conditions and that they will be provided in a manner complying with good craftsmanship and with the necessary care by employees who possess the required skills.

8.1.4 The warranty in Clauses 8.1.1, 8.1.2 and 8.1.3 is not subject to any limitation in terms of time

## 9. Prices, VAT, taxes, duties and terms of payment

9.1 All Prices of the Supplier are exclusive of VAT, taxes and other duties.

9.2 All payments are to be made in Danish kroner (DKK) by a transfer to the bank account stated by the Supplier, unless otherwise agreed.

9.3 The terms of payment under the Purchase Conditions are invoice month plus thirty (30) days from the most recent time of delivery or receipt of a correct invoice, unless otherwise agreed.

9.4 The Prices are fixed and cannot be adjusted by the Supplier, unless otherwise agreed between the Parties.

9.5 The Customer is entitled to set off any current or future claims against the Supplier in amounts to be paid to the Supplier.

## 10. Compliance with Laws and Respect for Human Rights

10.1 The Supplier agrees to **comply with all applicable laws, rules, regulations and product requirements** affecting the parties' performance under the terms of the Purchase Conditions, 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**").

10.2 Notwithstanding the above and any further provisions of the Purchase Conditions, the Supplier confirms that it has adequate procedures in place in **order to comply with the Applicable Laws relating to anti-trust, anti-corruption, anti-money laundering, sanctions and export control obligations, data protection (EU GDPR 679/2016), 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.

10.3 The Supplier agrees to respect all internationally **recognized human rights as expressed in the UN International Bill of Human Rights and the ILO's** (International Labor Organization) fundamental conventions during the term of the Parties' contractual relationship.

10.4 The Supplier 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.

10.5 The Supplier has a duty to ensure that any employees used on site at the Customer and/or that any employees given access to any IT-systems in connection with fulfilling the requirements

of a Purchase Order must receive an admission and/or access authorization from the Customer. Individuals to whom the Customer or any Affiliated Company of the Customer has declared a house ban, an admission ban, and/or an access ban cannot be used by the Supplier in the fulfilment of this purchase order.

#### **11. Sub-suppliers**

11.1 If the Supplier uses sub-suppliers for the fulfilment of the Supplier's obligations under the Purchase Order and/or the Purchase Conditions, the Supplier is fully liable for the fulfilment of all the Supplier's obligations under the Purchase Order and/or the Purchase Conditions as if the Supplier had fulfilled such obligations.

#### **12. Confidentiality and data protection processing**

12.1 The Supplier shall treat all private technical, commercial and organizational information, of which it becomes aware as a result of its business relationship with the Customer as confidential, and shall not exploit it or make it available to third parties.

12.2 The provision in clause 12.1 shall apply for a period of three (3) years from the date of the Supplier's most recent delivery of a Product and/or Service to the Customer.

12.3 The obligation in clause 12.1 shall not apply in regard to technical, commercial or organizational information and documents:

- (i) which can be proven by the Supplier to be already known by him at the contracting time;
- (ii) which are legally received by the Supplier from a third party without any confidentiality obligation;
- (iii) which are in the public domain or enter the public domain through no wrongful act of Supplier;
- (iv) which can be proven by the Supplier to have been developed independently of confidential information received from the Customer.

12.4 The Supplier shall exercise the due care of a diligent businessman in respect of its confidentiality obligation under this clause 12, whereby at least the same would apply when dealing with its own confidential information.

12.5 The Supplier shall only use the information and materials which have been or will be made available to him in the course of the collaboration with the Customer for the purpose of fulfilling his contractual obligations. The same shall apply in the case of results, data and knowledge arising in connection with the Purchase Conditions.

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

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

12.8 The Supplier undertakes, upon completion of the completion of the delivery of the Product(s) and/or Service(s), to return all

information, data, documents and storage media received to the Customer. The Supplier 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 the Customer or destroy the copies in such a way that they cannot be reconstituted; the choice shall be the Customer's. The overwriting of data is also considered as destruction of data. At the request of the Customer, the Supplier shall demonstrate that all materials have been destroyed or returned and shall confirm in writing that this has been done.

12.9 The Supplier is under a duty to comply with all data protection provisions as applicable (as amended from time to time), and will observe these. The Supplier must ensure that all employees know about the relevant data protection regulations and process personal data only upon instruction of the controller the Supplier shall provide proof of the assurance of this obligation to the Customer or its data protection officer upon request.

#### **13. Right of retention**

13.1 The Supplier shall have no rights of retention unless its claims are uncontested or have been confirmed by a non-appealable court decision. The Supplier has the right to set off the Customer's claim(s) but only with those claims of the Supplier, which are uncontested or have been confirmed by a non-appealable court decision.

#### **14. Termination and miscellaneous**

14.1 The Customer is entitled to terminate a Purchase Order with immediate effect or to rescind the Purchase Order, if the Supplier becomes insolvent or is otherwise not able to pay its debt when such debt falls due, including if bankruptcy or restructuring proceedings have been commenced against the Supplier, the Supplier enters into solvent liquidation or similar proceedings or enters into negotiations with its creditors in respect of an arrangement etc.

14.2 Each Party is entitled to assign all or a part of its rights and obligations under the Purchase Conditions to a third party subject to the prior written consent of the other Party but such consent is not to be unreasonably withheld.

14.3 If one or more of the provisions of the Purchase Conditions are declared void in full or in part, it will not affect the validity of the Purchase Conditions. The Parties and/or the court must in such case endeavor to lay down as soon as possible a valid provision instead of the fully or partly invalid provision with essentially the same content and effect so that the Parties' situation is such that the intentions of the Purchase Conditions as amended are fulfilled.

#### **15. Governing law and jurisdiction**

15.1 The Purchase Conditions are governed by Danish law but the Danish international private law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are to be disregarded.

15.2 Any dispute arising out of the Purchase Conditions, and which cannot be settled amicably is to be settled by Roskilde District Court, Denmark.

15.3 Notwithstanding Clause 15.2, the Customer shall be entitled to involve and issue a third-party notice against the Supplier with respect to proceedings before an arbitration tribunal brought by the Customer's customer or a third party against the Customer and where the subject matter of the arbitration proceedings is one or several Products and/or Services delivered by the Supplier to the Customer under the Purchase Conditions.