



General Terms and Conditions for the Purchase of Goods and/or Services

1 Definitions

"Affiliate" means any company directly or indirectly owning or controlling any Party, or any company under the same direct or indirect ownership or control as any Party, or any company directly or indirectly owned or controlled by any Party. Ownership or control shall exist through the direct or indirect ownership of more than 50% of the nominal value of the issued equity share capital or of more than 50% of the shares entitling the holders to vote for the election of directors or persons performing similar functions. Ownership or control shall also exist through the direct or indirect right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote.

"Confidential Information" means information that is provided by one Party to the other Party or otherwise obtained by the other Party, whether before or after acceptance of this Contract, whether such information is marked or otherwise communicated as being confidential or proprietary, and regardless of the form in which such information is communicated to the other Party, and includes:

- (a) the terms of this Contract (including the PO/ PC and these T&Cs);
- (b) all business, technical operational or financial information relating to the business of a Party or any of its Affiliates, including but not limited to all drawings, models, patterns, samples, documents, records, reports and forecasts which relate to the business of that Party or any of its Affiliates;
- (c) all know-how or trade secrets of a Party or any of its Affiliates;
- (d) a Party's or any of its Affiliates' IPR, including any Developed IPR;
- (e) details of a Party's or any of its Affiliates' customers or suppliers;
- (f) any information created pursuant to or arising out of the provision of Goods and/or Services pursuant to this Contract, including information relating to the fact that discussions or negotiations are taking place between the Parties concerning this Contract; and
- (g) all other information which by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential to a Party or any of its Affiliates.

Confidential Information does not include information which:

- (i) is lawfully obtained by the other Party from a third party and is not subject to a pre-existing obligation of confidentiality;

- (ii) is in or becomes part of the public domain, other than through a breach of this Contract;

- (iii) was known to the other Party at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; or

- (iv) the other Party can prove, by contemporaneous written documentation, was independently acquired or developed without breaching any of the obligations set out in this Contract.

"Contract" means the contract between Mercedes-Benz and the Supplier consisting of the PO / PC, these T&Cs and any other documents or information incorporated by reference into this Contract (including any other relevant document(s) executed by the Parties in writing).

"Data Protection Laws" means the Personal Data Protection Act 2012 of Singapore and any other laws, regulations, directions regarding data protection that are applicable to the Supplier.

"Date of Delivery" means the date of delivery which is specified on the PO / PC.

"Developed IPR" means all IPR discovered, developed or which has otherwise come into existence as a result of, for the purposes of, or in connection with the supply of Goods and/or Services by the Supplier to Mercedes-Benz pursuant to this Contract, including any improvements made to Mercedes-Benz's IPR.

"Goods" means the goods or products to be provided to Mercedes-Benz by the Supplier pursuant to this Contract, as detailed in the PO / PC.

"GST" means the goods and services tax imposed under the Goods and Services Tax Act 1993 of Singapore.

"Insolvency Event" means circumstances where a Party is unable to pay its debts as and when they fall due or otherwise takes any corporate action or any steps are taken or legal proceedings are started for:

- (a) its bankruptcy, winding-up, dissolution, liquidation, or reorganization other than to reconstruct or amalgamate while solvent on terms approved by the other Party;
- (b) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer over it or any of its revenues and assets; or
- (c) seeking protection or being granted protection from its creditors, under any applicable law or regulation.

"IPR" means all present and future proprietary, licence or personal rights, title and interest arising from intellectual activity in the business, industrial, scientific or artistic

fields, whether registrable or not and whether in writing and recorded in any form, including but not limited to: Confidential Information; copyright; design, patent, trade mark, semiconductor or circuit layout rights; know how; inventions and ideas; methods, processes, procedures and systems; trade marks; brand names, business names and domain names, applications for any of the foregoing and any improvements, enhancements or modifications to any of the foregoing.

"Mercedes-Benz" means any of MBFM, MBFS and/or MBSG, whichever entity or entities is/are referred to as applicable on the PO / PC.

"MBFM" means Mercedes-Benz Fleet Management Singapore Pte. Ltd.

"MBFS" means Mercedes-Benz Financial Services Singapore Ltd.

"MBSG" means Mercedes-Benz Singapore Pte. Ltd.

"Personal Data" has the meaning given to it in the Personal Data Protection Act 2012 of Singapore.

"PO" means the purchase order and **"PC"** means the purchase contract issued by Mercedes-Benz, which may be attached to or on the front of these T&Cs (as the case may be), and which specifies all the Goods and/or Services to be provided by Supplier and all commercial terms related to such PO / PC, including but not limited to, price and payment schedule.

"Party" means Mercedes-Benz or Supplier, and collectively, **"Parties"**.

"Safety Legislation" means any:

- (a) legislation applicable to work health and safety, environmental protection and electricity safety;
- (b) regulations made under the legislation referred to in paragraph (a) above; and
- (c) directions or notices issued by any relevant authority pursuant to the legislation referred to in paragraph (a) above.

"Safety Requirements" means any written or oral direction, instruction, request or requirement of Mercedes-Benz relevant to Mercedes-Benz's or the Supplier's compliance with the Safety Legislation.

"Services" means the services to be provided to Mercedes-Benz by the Supplier pursuant to this Contract, as detailed in the PO / PC.

"Supplier" means the person to whom the PO / PC is issued.

"T&Cs" means these General Terms and Conditions for the Purchase of Goods and/or Services.

2 Interpretation

(a) Unless a contrary indication appears, any reference in this Contract to:

(i) **"including"** shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(ii) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

(iii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization;

(iv) any **"Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(v) a provision of law is a reference to that provision and includes any statutory amendments, modifications or re-enactments, and any subordinate legislation or regulations issued pursuant to that provision;

(vi) any agreement or document is a reference to that agreement or document as amended, novated, supplemented, extended or restated;

(vii) "\$" or "dollars" are to Singapore dollars; and

(viii) a time of day is a reference to Singapore time.

(b) Clause, Schedule, Annexure, Exhibit headings are for ease of reference only.

(c) Unless expressly provided to the contrary in this Contract, a person who is not a Party has no right under the Contract (Rights of Third Parties) Act 2001 of Singapore to enforce or to enjoy the benefit of any term of this Contract.

(d) This Contract constitutes the entire and final agreement between the Parties and supersede any prior agreements or understanding between the Parties in connection with the subject matter hereof and the transactions contemplated hereby. Unless expressly provided to the contrary in this Contract, in the event of a conflict or inconsistency, the following order of precedence shall be used to resolve such conflict or inconsistency: (i) the PO / PC (including any schedules or annexures to it); (ii) these T&Cs (including any schedules or annexures to it); (iii) any other documents or information incorporated by reference into this Contract.

3 Provision of Goods and/or Services

(a) By accepting the PO / PC, the Supplier agrees to be bound by these T&Cs and provide the Goods and/or Services specified in the PO / PC in accordance with these T&Cs. The supply of any Goods and/or Services pursuant to the PO / PC will be deemed acceptance of this Contract.

(b) The Goods and/or Services supplied pursuant to the PO / PC shall be supplied exclusively on the basis of this Contract, and acceptance by Mercedes-Benz of the Goods and/or Services shall not constitute the acceptance of the Supplier's or any third party's terms and conditions. Terms and conditions of the Supplier or of any third party which conflict with, depart from and/or supplement this Contract shall not be accepted and shall be void, unless agreed to in writing by Mercedes-Benz.

4 Price and Taxes

(a) The price specified in the PO / PC (unless expressly provided to the contrary in the PO/PC) includes the costs of any delivery fees, duty, freight, handling, insurance, packaging, stamp duty, taxes (except for GST, as provided for in sub-Clause 4(b) below) and other expenses relating to the Goods and/or Services.

(b) The price specified in the PO / PC shall be exclusive of GST, which shall be added by the Supplier as prescribed by law, if applicable.

(c) Notwithstanding the aforesaid, Mercedes-Benz shall only be responsible for GST paid or payable in respect of any supply made pursuant to the PO / PC, provided the Supplier submits appropriate information or documentation to allow Mercedes-Benz to recover such GST. Failing which, the price stipulated in the PO / PC shall be deemed to be inclusive of GST.

(d) Mercedes-Benz shall have no further liability to the Supplier with respect to any tax, duty, levy or like imposition for which the Supplier may be liable as a result of the supply of the Goods and/or Services. If Mercedes-Benz is required to withhold any taxes or charge pursuant to any applicable law or regulation, Mercedes-Benz shall be entitled to withhold and deduct such tax or charge before payment to the Supplier.

(e) Except as provided for hereinabove, the Supplier is responsible for payment of, and the price stipulated in the PO / PC includes, all sales, use, excise, value-added, business, and other taxes, any taxes imposed on the Supplier which are based on revenue, income, net income, or capital and any taxes imposed in lieu thereof, and all duties, fees, or other assessments of whatever nature imposed by governing authorities or any jurisdiction applicable in connection with the supply made pursuant to the PO / PC. The Supplier also accepts sole responsibility and liability for the payment of all contributions or taxes for unemployment insurance, social security payments, or other assessments for those persons performing work for the Supplier in connection with the PO / PC.

5 Terms of Payment

(a) Subject to Clause 9 below, the Supplier must only invoice Mercedes-Benz on or after the delivery of the Goods to Mercedes-Benz or completion of the Services. Provided that the Goods and/or Services have been accepted by Mercedes-Benz, Mercedes-Benz will pay for Goods and/or Services specified in the PO / PC 30 days from the date of a valid tax invoice which complies in all respects with the Goods and Services Tax Act 1993 of Singapore being provided by the Supplier to Mercedes-Benz.

(b) The Supplier must include the following details in the valid tax invoice: Amount of the invoice, GST amount of the invoice, Goods and/or Services description, length of Services (hours) and/or number of Goods, PO / PC number, Supplier's name, and Supplier's unique entity number / company registration number.

(c) The invoice shall be issued to Mercedes-Benz (as specified in the PO / PC), and unless otherwise agreed in the PO / PC, shall be sent to the mailing address as indicated in the PO / PC. A copy of the delivery note shall be attached to the invoice.

(d) In the event of any dispute with the invoiced amount, the Parties shall endeavor to clarify the matter amicably. If they are unable to settle the matter in this way, the dispute resolution clause herein will apply.

(e) Mercedes-Benz shall be entitled to set off any amount it owes the Supplier against any amount the Supplier owes Mercedes-Benz on any account (including the price of the Goods / Services specified in the PO / PC).

6 Term

The term of this Contract is as specified in the PO / PC, or if no term is specified in the PO / PC and Mercedes-Benz does not instruct otherwise, this Contract commences on the date of issuance of the PO / PC by Mercedes-Benz to the Supplier and continues until the supply of the Goods and/or Services and the fulfilment of the Supplier's obligations pursuant to this Contract, unless earlier terminated in accordance with this Contract.

7 Delivery

(a) The Goods shall be delivered strictly in accordance with the PO / PC, or if no time and place is specified in the PO / PC and Mercedes-Benz does not instruct otherwise, within a reasonable time and Mercedes-Benz's registered office shall be deemed the place of delivery.

(b) In supplying the Goods and/or Services, the Supplier agrees not to interfere with Mercedes-Benz's activities at the delivery address and will ensure that it, its agents, employees, representatives and subcontractors are aware of and comply with all applicable laws, site safety policies (including any applicable Safety Legislation and Safety Requirements) and any reasonable direction given by Mercedes-Benz in order to comply with any applicable law or policy.

8 Time

(a) Time is of the essence for the provision by the Supplier of Goods and/or Services to Mercedes-Benz.

(b) In the event of a delay, or anticipated delay, from any cause, the Supplier shall immediately notify Mercedes-Benz in writing of the delay or anticipated delay, and its approximate duration, and will undertake to reduce or make up the delay by all reasonable and expeditious means. Notification will not relieve the Supplier from any of its obligations pursuant to this Contract.

(c) The Parties agree that Mercedes-Benz is entitled in its absolute discretion to refuse to accept any Goods or Services that are delivered or tendered for delivery after the Date of Delivery, and without prejudice to any other rights which it may have, cancel all or any part of the PO / PC and make such other arrangements as Mercedes-Benz may consider necessary or desirable under the circumstances.

9 Acceptance and Rejection

(a) POs / PCs, acceptance of POs / PCs, any alteration or amendment of POs / PCs must be made by Mercedes-Benz in writing to be effective.

(b) Acts of God, terrorism, natural disaster, nuclear incident, loss of utilities, industrial action including without limitation, strike, shutdown and interruption of business, and all other circumstances beyond Mercedes-Benz's control shall release Mercedes-Benz from its contractual obligations of accepting the Goods and/or Services for the duration of the disruption and to the extent of its effect. Both Mercedes-Benz and the Supplier must agree on a suitable alternative Date of Delivery. If possible, Mercedes-Benz will notify the Supplier within a reasonable time of a suitable alternative Date of Delivery.

(c) Goods: Goods delivered by the Supplier are not accepted by Mercedes-Benz until the Goods have been inspected or verified by Mercedes-Benz, provided that such inspection is made within a reasonable time after delivery. Mercedes-Benz reserves the right to reject any or all Goods delivered at a later point of time upon discovery of a latent defect not apparent by visual inspection. The signing of delivery dockets or similar documents by Mercedes-Benz's employees or agents does not constitute acceptance of Goods specified in such docket or document. Without limiting Mercedes-Benz's rights pursuant to these T&Cs, Mercedes-Benz may reject all or any Goods or batches of Goods that are found to be defective after inspection or that do not conform to the requirements of this Contract. Mercedes-Benz will promptly notify the Supplier of any defect or nonconformity and will allow the Supplier to collect the Goods at the Supplier's cost. Mercedes-Benz may, at its election, either cancel the PO / PC, or require the Supplier to remedy, replace or resupply the Goods at the Supplier's cost. Notwithstanding Clause 5 above, Mercedes-Benz is not required to pay for any Goods supplied to Mercedes-Benz which are rejected pursuant to this Clause.

(d) Services: Services delivered by the Supplier are not accepted by Mercedes-Benz until the delivery of the Services has been verified by Mercedes-Benz, provided that such verification is made within a reasonable time after delivery of the Services. Without limiting Mercedes-Benz's rights pursuant to these T&Cs, Mercedes-Benz may reject the Services, if the Services are not provided in accordance with this Contract. Mercedes-Benz may, at its election, either cancel the PO/PC, or require the Supplier to re-perform the Services until the Services are accepted. Notwithstanding Clause 5 above, Mercedes-Benz is not required to pay for any Services supplied to Mercedes-Benz which are rejected pursuant to this Clause.

10 Title and Risk

(a) Where the PO / PC relates to the provision of Goods, title to and risk in the Goods passes to Mercedes-Benz at the earlier of: acceptance of the Goods by Mercedes-Benz or payment for the Goods.

(b) Where non-compliant Goods are rejected, title to and risk in the non-compliant Goods will revert to the Supplier

at the time of notification to the Supplier that the Goods are non-compliant Goods and are rejected.

11 Insurance responsibility

The insurance responsibility for damage, fire and theft passes to Mercedes-Benz on acceptance by Mercedes-Benz of the Goods.

12 Insurance

(a) The Supplier will obtain and maintain for the term of the supply of the Goods and/or Services and for any warranty period specified in these T&Cs or provided in the Supplier's warranty covering the Goods and/or Services or available at law, whichever is longer, insurance coverage to cover any loss or costs that may be incurred for which the Supplier is liable in connection with the provision of Goods and/or Services, including but not limited to the following insurances from a reputable insurer:

- (i) workers' compensation insurance, as required by law;
- (ii) motor vehicle third party property damage cover;
- (iii) public and product liability insurance; and
- (iv) professional indemnity insurance, if the Services provided by the Supplier involve professional services.

(b) If requested by Mercedes-Benz, the Supplier must, as soon as reasonably possible, provide Mercedes-Benz with copies of the relevant policy(s) and evidence of payment of the current premium.

13 Warranty

(a) The Supplier represents and warrants that any Goods supplied to Mercedes-Benz are:

- (i) free of any third party charge, encumbrance or security, and are not subject to any security interest or otherwise;
- (ii) new, unused and in good condition;
- (iii) strictly compliant with all relevant Singaporean industry codes, laws and standards, including Safety Legislation and Safety Requirements;
- (iv) free from defects in design, materials and workmanship;
- (v) of acceptable quality, fit for the purpose for which goods of that kind are commonly supplied and any purpose made known by Mercedes-Benz;
- (vi) acceptable in appearance and finish, durable and safe;
- (vii) strictly compliant with any Mercedes-Benz specifications notified to the Supplier; and
- (viii) consistent and strictly compliant with any demonstration or samples performed or provided by the Supplier as the case may be.

(b) The Supplier represents and warrants that any Services supplied to Mercedes-Benz will:

- (i) unless expressly provided to the contrary in the PO / PC, be supplied by the Date of Delivery, and if there is no Date of Delivery specified, within a reasonable period of time;
- (ii) be supplied with due care, diligence and skill that would be expected of a skilled professional experienced in providing the same or similar services;
- (iii) strictly compliant with all relevant Singaporean industry codes, laws and standards, including Safety Legislation and Safety Requirements;

(iv) be fit for the purpose for which services of that kind are commonly supplied and for the purpose made known by Mercedes-Benz; and
(v) strictly comply with all reasonable directions of Mercedes-Benz and with any Mercedes-Benz specifications notified to the Supplier.

(c) The Supplier further represents and warrants that in the course of supplying the Goods and/or Services pursuant to this Contract, it will:

(i) ensure that it and/or its employees, agents, representatives and/or subcontractors are suitably authorised, licensed, qualified and experienced to supply the Goods and/or Services pursuant to this Contract;
(ii) not breach any obligation of confidence; and
(iii) at all times, act in good faith.

(d) The foregoing warranties shall survive acceptance and payment of the Goods and/or Services, are in addition to all other warranties, express or implied, at law or in equity, and shall continue for a period of 12 months after acceptance of the Goods and/or Services or for the period provided in Supplier's warranty covering the Goods and/or Services or available at law, whichever is longer.

14 Breach of Warranty

(a) If the Supplier becomes aware, or if Mercedes-Benz notifies the Supplier, that a Good or Service fails to comply with any of the quality or warranty requirements pursuant to this Contract, the Supplier must, at Mercedes-Benz's option and without prejudice to any of Mercedes-Benz's other rights, at the Supplier's cost, at any time within 12 months after acceptance of the Goods and/or Services or for the period provided in Supplier's warranty covering the Goods and/or Services or available at law, whichever is longer:

(i) remedy the failure (including repairing or replacing the Goods and/or Services, resupplying the Goods, or re-performing the Services);
(ii) fully refund Mercedes-Benz the price paid for the Goods and/or Services; or
(iii) deduct in accordance with Mercedes-Benz's directions the price paid for the Goods and/or Services from any amount owing to the Supplier.

(b) If Mercedes-Benz requires the Supplier to undertake the actions pursuant to sub-Clause (a)(i) above, and the Supplier fails to do so to the reasonable satisfaction of Mercedes-Benz, then Mercedes-Benz may decide at its sole discretion to:

(i) at the Supplier's cost, replace, repair the defective Goods and/or provide the Services or cure the defect by itself or a third party engaged by Mercedes-Benz;
(ii) demand a reduction in the price paid for the Goods and/or Services; or
(iii) terminate the PO / PC, require the Supplier to return the price paid for the Goods and/or Services, without assuming any liability.

(c) Replacements, repairs, re-performance or rectification of Goods and/or Services (as the case may be) shall themselves be subject to the foregoing obligations for a further period of 12 months from the date of acceptance, reinstallation or passing of tests (if any), whichever is

appropriate, after such replacement, repair, re-performance or rectification (as the case may be).

15 Data Protection

(a) If the performance of the Supplier's obligations pursuant to this Contract involves the handling of Personal Data, the Supplier represents and warrants that it will, and will (where applicable) procure its employees, representatives, and subcontractors to:

(i) collect, use, disclose, store, transfer and handle Personal Data in accordance with the Data Protection Laws;
(ii) comply with all reasonable requests or directions of Mercedes-Benz in connection with an obligation on Mercedes-Benz pursuant to the Data Protection Laws;
(iii) take all reasonable steps to ensure that such Personal Data is protected against misuse, loss, unauthorised access, modification or disclosure;
(iv) enter into a Mercedes-Benz standard agreement on data processing on behalf ("DPA") with Mercedes-Benz and/or its relevant Affiliates. In the event of a conflict or inconsistency, the terms of the DPA, insofar as they relate to data protection and information security, shall prevail over the terms of this Contract.

(b) On request, the Supplier shall promptly provide the name and contact information of its contact person(s) for data protection and information security to Mercedes-Benz.

(c) This Clause survives the expiry or termination of this Contract.

16 Confidentiality

(a) If the Supplier is provided with Confidential Information, the Supplier must:

(i) treat the Confidential Information in the same manner as it treats its own confidential information, but in no case shall the degree of care be less than reasonable care;
(ii) not use, disclose, access or reproduce the Confidential Information for any reason, except to the extent necessary to supply Goods and/or Services pursuant to the PO/PC;
(iii) not disclose the Confidential Information to any third party without the prior written consent of Mercedes-Benz, except to its employees, agents, subcontractors, professional advisers on a strictly need-to-know basis and provided such persons have entered into or shall enter into confidentiality obligations similar to or at least as restrictive as those set out in this Contract; and
(iv) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised use, disclosure, access or reproduction, including but not limited to any security measures specified by Mercedes-Benz.

(b) The obligations in this Clause do not apply to information which is:

(i) publicly available through no fault of the Supplier;
(ii) disclosed under requirement of law, court or governmental order, request from regulatory authorities or rules of a stock exchange, provided the Supplier shall, to the extent permitted by law, promptly inform Mercedes-Benz prior to such disclosure and assist as

reasonably requested to obtain a protective order or otherwise prevent disclosure; or
(iii) disclosed by the Supplier with Mercedes-Benz's prior written consent.

(c) The non-disclosure obligations in respect of information that has been made available during the term of this Contract shall continue to apply for a period of 5 years after the expiry or termination of this Contract.

(d) Neither Mercedes-Benz Supplier nor the Supplier will make public the business relationship with the other Party (including the existence of this Contract) for advertising purposes, unless it has received the prior written consent of the other Party.

(e) All Confidential Information shall remain the exclusive property of Mercedes-Benz. Mercedes-Benz's disclosure of its Confidential Information shall not constitute an express or implied grant to the Supplier of any rights to or under Mercedes-Benz's IPR.

(f) All Confidential Information is provided by Mercedes-Benz on an "as is" basis and Mercedes-Benz does not make any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

(g) The Supplier acknowledges and agrees that the Confidential Information disclosed by Mercedes-Benz pursuant to this Contract is of a commercially valuable and highly sensitive nature, that monetary damages may not be a sufficient remedy for any breach of this Contract and that Mercedes-Benz shall be entitled to seek equitable relief, including (without limitation) injunctive relief, in addition to whatever remedies Mercedes-Benz may have at law.

(h) The Supplier must immediately notify Mercedes-Benz of any potential, suspected or actual unauthorised use, disclosure, access or reproduction of the Confidential Information.

(i) This Clause survives the expiry or termination of this Contract.

17 Export Controls and Customs

The Supplier shall, at its own costs, (a) strictly comply with all applicable export controls and customs laws and regulations, and (b) obtain all licenses, permits and authorisations to ensure such compliance. The Supplier shall defend, indemnify and hold harmless Mercedes-Benz from and against any liability, loss, damage, cost, claim (including any third party claim), compensation, demand, fines, penalties, expense (including legal and settlement costs, and solicitors' costs on an indemnity basis), which Mercedes-Benz incurs or sustains, whether directly or indirectly, resulting from, in connection with or arising out of the Supplier's non-compliance of this Clause.

18 Occupational Health and Safety

(a) The Supplier agrees that any Goods and/or Services will comply with, and be provided in accordance with, industry best practice and standards, any Safe Work

Method Statements required by Mercedes-Benz, the latest accepted Safety Legislation and Safety Requirements, technical rules and the agreed technical data in respect of the Goods and/or Services. The specifications encompassed in the PO / PC do not relieve the Supplier from the responsibility of ensuring that all materials, components and assemblies meet all requirements of the PO / PC and any applicable law or regulation, including Safety Legislation and Safety Requirements. The Supplier's Quality Assurance Specification is part of the PO / PC.

(b) The Supplier must comply with all requirements of any Safety Legislation and Safety Requirements in force in the place in which any work is to be performed or Goods supplied to. The Supplier must ensure that neither it nor any of its workers does anything or omits to do anything which may result in Mercedes-Benz being in breach of its obligations pursuant to the Safety Legislation and Safety Requirements. The Supplier must notify Mercedes-Benz of any and every workplace accident or incident which occurs during or related to the performance of the PO / PC.

(c) Prior to accessing any Mercedes-Benz site or IT system, the Supplier warrants that it will and it will ensure that its agents, employees and subcontractors obtain an access pass or authorisation from the reception desk at Mercedes-Benz. If any of the Supplier's agents, employees or subcontractors is not granted or is refused an access pass or authorisation, the Supplier warrants that such individual will not be used by the Supplier in the fulfillment of the PO/PC.

19 Supplier's Conduct

The Supplier must comply with and ensure that its conduct is consistent with Mercedes-Benz and Mercedes-Benz Group AG's operating principles, policies and procedures (which include but are not limited to their standards and requirements regarding human rights, labor standards, business ethics, environmental protection and safety, as set forth in the following internet address: <https://supplier.mercedes-benz.com> and/or as may be notified by Mercedes-Benz to the Supplier from time to time). The Supplier must ensure that all its employees, agents, contractors and representatives involved in the performance of this PO / PC observe such principles, policies and procedures.

20 Intellectual Property

(a) The Supplier warrants that the Goods and/or Services supplied pursuant to the PO / PC do not infringe any copyright, moral rights, licences, patents, registered designs, trademarks or any other IPRs. The Supplier shall defend, indemnify and hold harmless Mercedes-Benz, its customers and the users of the Goods and/or Services supplied, from and against any liability, loss, damage, cost, claim (including any third party claim), compensation, demand, fines, penalties, expense (including legal and settlement costs, and solicitors' costs on an indemnity basis), for actual or alleged infringement of any copyright, moral rights, licences, patents, registered designs, trademarks or any other IPRs brought or made against any of them by reason of any use or

disposal of the Goods and/or Services supplied pursuant to the PO / PC.

(b) The Supplier agrees that Mercedes-Benz will own any Developed IPR in any Goods, Services or materials specially developed designed, manufactured, produced or supplied by the Supplier to Mercedes-Benz pursuant to this Contract. The Supplier shall ensure that any IPR existing in any such material of any nature whatsoever, including any plans, sketches, blueprints and processes, shall reside with Mercedes-Benz, and the Supplier will ensure that title to such Developed IPR vests in Mercedes-Benz upon creation. To the extent that title in any Developed IPR is not capable of assignment to Mercedes-Benz, the Supplier grants to Mercedes-Benz an exclusive, worldwide, royalty free, fully assignable, perpetual licence in respect of the Developed IPR, which may only be terminated by Mercedes-Benz, for Mercedes-Benz to use the Developed IPR and to grant others the right to use the Developed IPR. For the avoidance of doubt, this licence survives the expiry or termination of this Contract.

(c) Immediately on request by Mercedes-Benz, the Supplier must at its own cost, bring into existence, sign, execute or otherwise deal with any document, deed or other instrument which may be necessary to give effect to this Clause.

(d) Nothing in this Contract assigns IPR in any material over which Mercedes-Benz owns or otherwise claims any IPR.

21 Blue Prints, Tools, Artwork, etc.

All tools, dies and other equipment and all drawings, models, patterns, samples, blue prints and specifications and other documents supplied without charge to the Supplier by Mercedes-Benz or purchased by the Supplier at Mercedes-Benz's cost, and any replacement thereof or anything affixed or attached thereto, shall be and remain the property of Mercedes-Benz. Such equipment and documents: (a) must not be handed over or made available to third parties and may only be used for Goods and/or Services supplied to third parties with Mercedes-Benz's prior written consent, (b) must not be copied or used for any purpose other than to fulfil orders made by Mercedes-Benz, and (c) must be returned to Mercedes-Benz on the expiry or termination of this Contract. The Supplier warrants that it shall obtain an equivalent undertaking from its subcontractors.

22 Liability and Indemnity

(a) The Supplier shall defend, indemnify and hold harmless Mercedes-Benz, Mercedes-Benz Group AG and its Affiliates, successors and assigns ("**Indemnified Parties**") from and against any liability, loss, damage, cost, claim (including any third party claim), compensation, demand, fines, penalties, expense (including legal and settlement costs, and solicitors' costs on an indemnity basis), which Indemnified Parties incur or sustain, whether directly or indirectly, resulting from, in connection with or arising out of one or more of:

(i) any defect or deficiency in the Goods and/or Services that are the subject of the PO / PC;

(ii) any default, unlawful or negligent act or omission of the Supplier, its employees, agents, officers, representatives, or subcontractors ("**Supplier Group**");

(iii) any breach of the Supplier's obligations pursuant to this Contract or any act or omission of the Supplier Group (including a breach of Clause 25(b) below);

(iv) any breach of any applicable law or regulation by the Supplier Group;

(v) any fraud by or wilful act of the Supplier Group.

(b) The Supplier agrees that each indemnity given in this Clause is held by Mercedes-Benz on behalf of, and on trust for, each of the Indemnified Parties and can be enforced by Mercedes-Benz for the benefit of each of the Indemnified Parties in the name of Mercedes-Benz or in the name of any of the Indemnified Parties.

(c) This Clause survives the expiry or termination of this Contract.

23 Termination

(a) Termination without cause: Mercedes-Benz may at any time for any reason terminate this Contract without cause with 30 days' written notice. The Parties agree that if Mercedes-Benz terminates this Contract pursuant to this sub-Clause, it will not be regarded as a breach of any implied duty of good faith.

(b) Termination with cause: Either Party may terminate this Contract immediately upon the provision of written notice to the other Party if:

(a) the other Party commits a breach (other than a trivial breach which causes no harm) of any provision of this Contract, and where the breach is capable of remedy, fails to remedy the breach within 14 days of receipt of written notice from the Party calling for the breach to be remedied; or

(b) an Insolvency Event occurs in relation to the other Party.

(c) Consequences of termination: On termination or expiration of this Contract for any reason, the Parties will each immediately deliver to the other Party all property in their possession or control which belongs to the other Party, and will deliver to or destroy (as applicable and to the extent permitted by law) any Confidential Information of the other Party which is in its possession or control. Termination of this Contract will not prejudice any rights or obligations of the Parties which exist prior to termination. Notwithstanding any termination of this Contract, upon receipt of a notice from Mercedes-Benz, the Supplier agrees and undertakes to continue to provide the Goods and/or perform the Services pursuant to this Contract until such a time as Mercedes-Benz is reasonably able to engage another supplier to provide the Goods and/or perform the Services. Notwithstanding any other Clause to the contrary, in the event of any termination of this Contract, Mercedes-Benz will only be liable to pay the Supplier for the Goods provided and/or Services performed up to the date of termination, and will not be liable to pay for any work including any Goods provided and/or Services performed after termination.

24 Dispute Resolution

If a dispute arises out of or is related to this Contract, no Party may commence proceedings (other than for declaratory, injunctive or any other interlocutory relief) unless it has complied with this Clause. A Party claiming that a dispute has arisen must give written notice to the other Party specifying the nature of the dispute. On receipt of that notice by the other Party, the Parties' representatives must endeavour in good faith to resolve the dispute expeditiously and in any event within 10 days, failing which either Party may bring such proceedings as it sees fit.

25 General Clauses

(a) Governing law: This Contract is governed by the laws of the Republic of Singapore, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Singapore. The application of the United Nations Conventions on Contracts for the International Sale of Goods dated April 11, 1980 is excluded.

(b) Compliance with laws: Within the framework of its commercial dealings with Mercedes-Benz, the Supplier 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 Supplier or other third parties. In the event of violation of the above, Mercedes-Benz has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations. The above notwithstanding, the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with Mercedes-Benz.

(c) Audit rights:

(i) During the term of this Contract, Mercedes-Benz or its representatives shall have the right to audit the Supplier's records related to this Contract, with reasonable prior written notice during the Supplier's regular business hours.

(ii) Upon receipt of such notice from Mercedes-Benz, the Supplier will cooperate and provide Mercedes-Benz access to its records for review and copying and (if applicable) access to its offices and IT systems in/on which Mercedes-Benz's data is used or processed, so that fulfillment of the requirements of this Contract, the implementation of the contractual agreements and the appropriateness of the technical and organizational data security measures can be verified.

(iii) If the audit discloses any overcharging in breach of this Contract, the Supplier will pay Mercedes-Benz any overcharges and Mercedes-Benz may require that the Supplier reimburse Mercedes-Benz's reasonable audit costs within 30 days after the date of Mercedes-Benz's invoice after completion of the audit. Mercedes-Benz will take all reasonable steps to maintain the confidentiality of the audited records.

(iv) If the Supplier refuses Mercedes-Benz's reasonable request to audit the Supplier's records, Mercedes-Benz may withhold payment until the Supplier complies with such request.

(v) The representatives by Mercedes-Benz to conduct the audit may include employees or officers of Mercedes-Benz or its Affiliates or auditors (whether internal or external) of Mercedes-Benz or its Affiliates.

(d) Variations: Any alteration or amendment to this Contract must be agreed by both Parties in writing in order to be effective. The Parties agree that any terms and conditions endorsed on any order confirmation, delivery note, docket, invoice or other document produced by the Supplier are expressly negated and do not form part of this Contract, and do not apply to the delivery of Goods and/or Services pursuant to the PO / PC.

(e) Waiver: A waiver is not effective unless it is in writing. A Party's failure or delay to exercise a power or right that it has pursuant to this Contract does not operate as a waiver of that power or right. A Party does not by granting an indulgence, allowing any time, or exercising any right of remedy arising out of any default by the other Party, waive its rights or remedies pursuant to this Contract.

(f) Subcontracting: The Supplier must not use subcontractors for the supply of Goods and/or Services without Mercedes-Benz's prior written consent. Should the Supplier use a subcontractor, the Supplier agrees to be liable for the subcontractor's acts, negligence and omissions (including its performance or lack thereof) as if they were the acts, negligence or omissions of the Supplier. If at any time Mercedes-Benz reasonably considers that the performance or conduct of a subcontractor is unsatisfactory, Mercedes-Benz will have the right to require the Supplier to replace any such subcontractor and the Supplier will promptly do so.

(g) Relationship: The Supplier is an independent Supplier. Nothing in this Contract creates a partnership, agency or employment relationship between the Parties.

(h) Severance: If any Clause in this Contract is invalid, illegal or unenforceable, that Clause must be read down to the extent necessary to ensure that it is not illegal, invalid, or unenforceable. Where it is not possible to read down a Clause, that Clause will be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that Clause or the other Clauses in this Contract, and the rest of this Contract remains in full force and effect.

(i) Assignment: The Supplier may not assign or transfer any of its rights or obligations pursuant to this Contract except with the prior written consent of Mercedes-Benz. If the Supplier does assign or transfer any of its rights or obligations pursuant to this Contract to a third party without Mercedes-Benz's prior written consent, such assignment or transfer shall be void. Mercedes-Benz may assign or transfer its rights and/or obligations pursuant to this Contract on written notice to the Supplier.

(j) Notices: Except as otherwise provided in this Contract, a notice or other communication ("**Notice**") to be given or made pursuant to this Contract shall be in writing and sent by prepaid post, or delivered at, the address of the addressee set out in this Contract or subsequently notified. If the Notice is sent or delivered in a manner provided by this Clause, it must be treated as given to and

received by the Party to which it is addressed, if by hand when delivered to the addressee's address and if sent by prepaid post, 2 days after posting, if posted to an address within Singapore and 8 days after posting, if posted to an address outside Singapore.

(k) Survival: Any term of this Contract that by its nature shall survive termination or expiration of this Contract shall remain applicable even after such termination or expiration.