



Mercedes-Benz

General Purchase Conditions

1. The legal relationships arising from this Agreement between the contractor and Mercedes-Benz Group AG (hereinafter referred to as Mercedes) or companies represented by Mercedes, shall be governed by these conditions and any other written agreements. Neither Mercedes'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 Mercedes. 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, Mercedes shall be entitled to revoke the order in writing.
3. Unless otherwise agreed in writing, invoices shall be sent to the invoice control section of the Mercedes department to which the goods have been supplied.
4. Without the prior written consent of Mercedes, which shall not be unreasonably withheld, the Contractor shall not be entitled to assign or to sell its receivables against Mercedes to third parties. Consent is presumed in the event of assignments to companies in which Mercedes directly or indirectly holds an interest of more than 50 percent. If the Contractor assigns its receivables against Mercedes to a third party without Mercedes's consent contrary to sentence 1, the assignment shall remain effective. Mercedes 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. Each party shall not be obliged to reimburse overdue fines of a debt-collecting agency.
5. 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 Mercedes or paid for by Mercedes shall remain the property of Mercedes. 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 Mercedes's prior written consent. Subcontractors shall be obligated accordingly.
6. In the event of short-time work, interruption to business, and other cases of plant shutdown, which prevent Mercedes, through no fault of its own, from accepting goods in the area affected, the parties to the Agreement shall agree upon a suitable alternative date. If the contract does not contain the accepting of goods, the mutual obligations are suspended in the above-mentioned events as long as the event takes place. Mercedes shall consult the Contractor on this matter in good time if possible.
7. The Contractor must comply with the 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 Mercedes 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 Mercedes with updated data and report sheets. The Contractor shall also comply with the standards and requirements of Mercedes as set forth in the Mercedes-Benz Special Terms (MBST) 36, in the Annex 1 and 2 of the MBST 2020, as well as in the MBST 29. Unless the "supply tables mode" has been agreed as the method of delivery, the MBST 35 shall apply to the communication of delivery note information between the contractor and Mercedes.
8. The Contractor shall ensure that the items 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 Contractor is liable for any expenses and damages (including legal costs) arising from the breach of rights of third parties and shall indemnify Mercedes from all claims arising from the use of such rights. The liability and indemnification obligation of the Contractor according to this clause do not exist if the Contractor has produced the delivery objects in accordance with the detailed drawings or models provided to it by Mercedes 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. The Contractor undertakes to inform Mercedes without undue delay of any risks of infringement and alleged infringements that become known and to provide Mercedes with support for countering possible claims at no cost in an appropriate manner (e.g. during the investigation, analysis, assessment of documents, etc.). The Contractor shall notify Mercedes at Mercedes'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.
9. Deadlines and periods agreed in writing are binding. Mercedes 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, Mercedes shall be entitled to withdraw from the contract after expiration of a reasonable extension of time for performance given by Mercedes. If the contractor violates a contractual obligation, the statutory provisions shall apply.
10. The liability of Mercedes and the Contractor shall be governed by the statutory provisions. Mercedes may enforce claims for damages of other Group companies against the Contractor as if they were Mercedes's own claims.
11. 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 Mercedes shall have the effect of suspending the period of prescription for claims in respect of a specific defect until 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.

12. 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 Mercedes against any claims arising from the use of such rights. If a work protected by copyright is supplied, Mercedes 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.
13. If the Contractor suspends its performance or if an insolvency proceeding against it is refused for lack of assets, Mercedes shall be entitled to terminate the contract with immediate effect or to rescind the contract. If no such rescission takes place, Mercedes 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.
14. Within the framework of its commercial dealings with Mercedes, 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, Mercedes 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 Mercedes.
15. The Contractor has a duty to ensure that any employees used on site at Mercedes 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 Mercedes. The Contractor in the fulfilment of this purchase order cannot use individuals to whom Mercedes or any Mercedes affiliate has declared a house ban, an admission ban, and/or an access ban.
16. The Contractor shall treat all private technical, commercial and organizational information, of which it becomes aware as a result of its business relationship with Mercedes 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 Mercedes.

A record may only be made as 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 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 Mercedes for the purpose of fulfilling his contractual obligations. The same shall apply in 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 Mercedes

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 Mercedes immediately and, in consultation with Mercedes, 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. Otherwise, the Annex „Basic Requirements for Information Security – NP.50.14.110“ applies.

The Contractor undertakes, upon completion of the assignment, to return all information, data, documents and storage media received to Mercedes. 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 Mercedes or destroy the copies in such a way that they cannot be reconstituted; the choice shall be Mercedes's. The overwriting of data is also considered as destruction of data. At the request of Mercedes, 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 ensure that all employees know about the relevant data protection regulations and process personal data only upon instruction of the controller the Contractor shall provide proof of the assurance of this obligation to Mercedes or its data protection officer upon 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 Mercedes for breach of confidentiality.

With regard to data -protection and information security the Annex “Agreement on Order Processing” shall apply. This Annex is to be filled in with the relevant information by the Contractor and Mercedes. If the Contractor process personal data of Mercedes under its own responsibility and for its own purposes, Mercedes must document the legal basis which allows Mercedes to transfer the personal data to the Contractor. In this case, the completion of the Annex referred to above can be omitted. If, within the scope of Contractor's performance, the Contractor does not collect, process or use any personal data, inclusion of the Annex referred to above is not necessary. Mercedes must document this.

17. 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 Mercedes's claim only with those own claims, which are uncontested or have been confirmed by a non-appealable court decision.
18. If the contractual performance includes the provision of services in China, the Contractor shall fulfill all necessary tax obligations in connection with its service provision in China (all corporate taxes, indirect taxes and taxes of its employees). The Contractor shall provide Mercedes and its affiliated companies with all certificates, which are necessary to assure timely payment of the service fee by the Chinese service recipient to Mercedes or to affiliated companies.
19. The Contractor must inform Mercedes promptly of impending or existing payment difficulties or where insolvency is possible or has been applied.

Any changes and additional provisions shall only take effect if they have been agreed in writing with the purchasing department of Mercedes 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.

20. 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 Mercedes. 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. Mercedes is also entitled to initiate legal action in the location of the registered office of the contractor.