



Mercedes-Benz

Special Purchase Conditions for Services

1 Obligations of the contractor

1.1 The contractor is responsible for rendering the service specifically requested.

1.2 The contractor shall perform the fulfillment of the contractual agreed services independently and under its own responsibility.

Only the contractor shall have the right of direction and control over its employees.

The contractor shall be responsible for ensuring that the personnel which it deploys are not integrated into any of Mercedes's businesses or into a group company of Mercedes.

1.3 Prior to the commencement of work, the contractor shall provide Mercedes with the name of a contact at the contractor who shall be the designated recipient of communications from Mercedes. All communication within the scope of the existing contract relationship, including in respect of the personnel deployed, shall be carried out exclusively via the contact person named by the contractor. Mercedes must be notified in good time of any change of the contact person. The contractor shall only use qualified employees to perform the contract and shall provide evidence of this if requested to do so by Mercedes. In the event of repeated or serious misconduct on the part of an individual employee to the detriment of Mercedes, Mercedes may demand that the contractor refrain from using this employee in connection with the provision of the service. Any additional cost arising herefrom shall be borne by the contractor. The contractor also undertakes not to assign any employee to work on the contract for Mercedes who was previously employed at Mercedes and whose employment contract was terminated for personal reasons or for reasons relating to his or her conduct.

1.4 Where service is to be performed at Mercedes's business establishments, the contractor must comply with the applicable safety rules and information policies which Mercedes will make available to the contractor upon request. If it uses Mercedes's information and telecommunications technology, the contractor must strictly comply with the applicable directives concerning security of information. The contractor also undertakes to comply with additional or amended directives issued by Mercedes. This does not apply if compliance would be unreasonable for the contractor and the contractor notified Mercedes of its objection to the guideline in writing immediately after being informed of it, setting out the relevant grounds.

1.5 The contractor shall not be entitled to represent Mercedes.

1.6 The contractor shall inform Mercedes, without being specifically requested to do so, of any facts or any changes to facts that could give grounds for questioning the self-employed status of the contractor.

2 Cooperation of Mercedes

2.1 Mercedes shall comply promptly with its duties to cooperate, so far as these are set forth individually in this Agreement or in individual contracts.

2.2 Following prior consultation, Mercedes shall allow the contractor the necessary access to the premises. Workplaces can be allocated by Mercedes, if the contractor explains the requirement sufficiently. There is no right of an allocation for free. The contractor must generally perform the work using its own tools and materials. If this is not possible with regard to the special requirements of the work to be per-

formed, Mercedes can allocate the contractor with the necessary tools and materials, only if these tools and materials are not available for the contractor on the market and, if the allocation is possible and permitted for Mercedes.

2.3 Mercedes shall provide the contractor with any requested documentation or information - where available - by the agreed deadlines. Where information cannot be obtained or, due to the rights of third parties, cannot be disclosed, this shall not amount to inadequate assistance.

2.4 The contractor must report any inadequate assistance by Mercedes immediately in writing otherwise Mercedes will not be in default in this regard and the contractor cannot seek to rely on inadequate assistance in the event of any future claim.

3 Changes and Additional Services

Mercedes may demand changes to the contract services at any time. The contractor may only object to such a change request where implementation of the request for change would be unreasonable. The contractor shall submit a new contract offer in writing to Mercedes for this additional work and any further work. The additional work may not be performed until a separate individual contract concerning this work has been agreed. Work carried out by the contractor which does not comply with these conditions will not be remunerated. Where there is no agreement, Mercedes may terminate the contract in relation to the work which was to be changed, with immediate effect, if adherence to the Agreement without the required change would be unreasonable for Mercedes.

4 Remuneration

4.1 Work shall not be remunerated until it has been performed in full, unless otherwise agreed. If the parties agree payment by installments, such installments shall only be paid when the agreed part-performance has been rendered in full.

4.2 The contractor is bound by agreed upper limits on remuneration and by fixed prices as well as by the cost estimations it gives prior to concluding the contract unless these are expressly described as non-binding in the purchase order or purchasing contract.

4.3 Where a fixed price is agreed for a service, the contractor must perform the service in full at the agreed price. Additional costs involved in performance of the agreed service shall be borne by the contractor. Additional claims are not permitted.

5 Rights to work results/Copyright

5.1 All rights of use to documentation, reports, flow charts, drawings, diagrams, pictures, films, visual data carriers, general data carriers etc. arising in connection with the implementation of this Agreement shall accrue exclusively to Mercedes. The contractor is entitled to retain one or more copies of the aforementioned materials as evidence of the services provided by it. The contractor shall have no further rights to this material, and in particular shall have no right to reproduce or disseminate it. Original material is to be handed over to Mercedes and ownership of such is also to be assigned, so far as this is legally possible.

5.2 As far as possible by law Mercedes shall become the owner of all documents supplied by the contractor and created in connection with this Agreement. Mercedes shall have an exclusive, irrevocable, transferable right to use such documents and all results and unprotected know-how arising

from the cooperation for an unlimited period of time, without any restriction as to geography or content, and in all forms of use. This includes in particular the right to reproduce, disseminate, present, or demonstrate such materials, to broadcast it on image or sound carriers and to edit and rearrange it.

- 5.3 If existing industrial property rights, copyrights or the unprotected knowledge (know-how) of the contractor are used during performance of this Agreement and if such rights are necessary for the utilization of the outcome of the work results by Mercedes under the terms of this Agreement, Mercedes shall be granted a non-exclusive right to use the industrial property rights, the copyrights and unprotected knowledge (know-how). This shall include all types of use, in particular those types of use specified in 5.1.
- 5.4 The contractor vouches that all works and services it provides are free of third party rights. If this is not the case, it must agree with the originator by means of contract that it is entitled to grant the aforementioned rights. The contractor shall indemnify Mercedes against all third-party claims asserted against Mercedes for infringement of rights to the works and services provided by the contractor.
- 5.5 The contractor shall notify Mercedes immediately of all inventions or other protectable results which arise in connection with the works and services provided for Mercedes, and shall provide Mercedes with all necessary information. All inventions are to be assigned to Mercedes. If notified of any inventions, Mercedes reserves all rights in respect of any subsequent patent rights. The contractor acknowledges that all rights to data, documents, storage media etc., and in particular rights of title and copyright, shall accrue exclusively to Mercedes. If Mercedes has no interest in applying for protective rights for an invention, it shall assign the invention back to the contractor. Mercedes shall retain a nonexclusive right of use.

6 Term of the Agreement and Termination

- 6.1 The Agreement has the term agreed in the purchasing agreement or in the individual contract.
- 6.2 The Agreement may be terminated in writing by either party at three months' notice to the end of a quarter.
- 6.3 The right of either party to terminate the Agreement for good cause remains unaffected by this clause. The following shall in particular constitute good cause:
 - 6.3.1 The completion of orders is clearly jeopardized by the contractor's inadequate performance; or
 - 6.3.2 Facts become known which give cause to suspect fictitious self-employment on the part of the contractor; or
 - 6.3.3 In a procedure of determination the contractor's status pursuant to social insurance law (in accordance to section 7a of the German Code of Social Law IV) the existence of a dependent employment will be asserted.

7 Subcontractors

- 7.1 The contractor may only engage subcontractors to fulfill the contractual obligations in whole or partially with the prior written consent/the electronic consent via Supplier Database (SDB) of Mercedes.
- 7.2 Mercedes's consent to a subcontractor engagement can be given subject to conditions. Mercedes shall be entitled at any time to revoke its consent in regard to each subcontractor with immediate effect in particular, if in a procedure of determination of the subcontractor's Principal status pursuant to social insurance law (in accordance to section 7a of the German Code of Social Law IV) it is emphasized according to an official hearing or a decision of the German statutory pension insurance scheme (Deutsche Rentenversicherung) that a dependent employment is foreseeable.
- 7.3 The contractor shall require the subcontractors engaged to give the same undertakings as it has itself given to Mercedes, particularly with regard to confidentiality and data protection.
- 7.4 The contractor assures that none of its subcontractors will contract with a Sole Proprietorship or with a Civil Law Association (as a sub-subcontractor), if the service is in whole or partially performed by the Principal (Proprietor of a Sole Proprietorship or Partner of a Civil Law Association). That

applies as well in regard to all other subcontractors of the subcontractor's subcontractors.

- 7.5 The contractor assures that the prohibition in section will be followed in the complete chain of all subcontracting and subsubcontracting.
- 7.6 Furthermore the contractor assures that in the complete chain of all subcontracting every of its subcontractors and sub-subcontractors fulfill the demands by law in regard to the minimum wage for whose employees.
- 7.7 On request of Mercedes the contractor shall provide Mercedes an explanation which subcontractor and sub-subcontractor in the complete chain is or has been engaged in fulfilling in whole or partially the contractors obligation against Mercedes.
- 7.8 The contractor shall be liable to Mercedes for the fault of subcontractors and vicarious agents as it would be for its own fault.
- 7.9 If the contractor acts in opposite to one of the above named obligations, assurances or exception of acceptance in section 7.1 to 7.7, the contractor is liable to Mercedes for all damages Mercedes suffers. Furthermore the parties agree that every contractor's breach of the content of this section 7 is good cause which entitles Mercedes to terminate the contract between the parties with immediate effect.

8 The contractor's Employees

- 8.1 The contractor may only use foreign workers who require a work permit in performance of its contractual duties if they are contractor's employees. Such workers must also be in possession of residence and work permits which are valid for the territory and the period covered by the work to be performed. The contractor must satisfy itself that these requirements are met before assigning tasks to these employees.
- 8.2 By signing the order confirmation to accept this order or by accepting Mercedes's order in an electronic way (in accordance to the eDOCS-Agreement), the contractor declares to Mercedes, that
 - a) the contractor has not been investigated under the German Posted Workers Act (Arbeitnehmer Entsendegesetz) or
 - b) such investigations have ended without result
- 8.3 The contractor undertakes to pay the minimum wage plus agreed supplements including the contributions for social insurance, promotion of job creation and payments to protect the social insurance for employees and those in marginal part-time employment, within the scope of the statutory provisions and collective pay agreements, particularly the provisions of the Posted Workers Act and of the relevant collective pay agreements.
- 8.4 The contractor also undertakes to inform Mercedes if it becomes the subject of an investigation by the relevant authorities in respect of violation of the regulations pertaining to work permits or residence permits, or for a breach of the Posted Workers Act.

9 Miscellaneous Provisions

Should Mercedes wish to procure a specific work result as well as commissioning services, the former shall be governed by Mercedes's Special Purchase Conditions for Works and Services. Furthermore Mercedes's General Purchase Conditions shall apply. If there are any contradictions between Mercedes's General Purchase Conditions and these Special Purchase Conditions for Services, the Special Purchase Conditions for Services shall prevail.