

**MERCEDES-BENZ THAILAND
GENERAL TERMS AND CONDITIONS**

FOR NON-PRODUCTION MATERIALS AND SERVICES

Effective 1st November 2023

1. GENERAL - Any purchase or service agreement (hereinafter referred to as the "**Contract**") between the supplier of goods and/or provider of services (hereinafter referred to as the "**Supplier**") and Mercedes-Benz (Thailand) Limited or Mercedes-Benz Manufacturing (Thailand) Limited (hereinafter referred to as "**Buyer**") is subject to the face of the order, these General Terms and Conditions (hereinafter referred to as the "**Terms**"). The face of the Order, these General Terms and Conditions and any attachments constitute Buyer's offer to the Supplier. No changed or additional Terms or Conditions in the Supplier's acknowledgement of the Order will be accepted. The Supplier's acknowledgement of the Order or commencement of performance under it conclusively evidences the Supplier's acceptance of this Order. Upon acceptance the face of the Order, these General Terms and Conditions and any attachments are the complete and exclusive statement of the Terms and Conditions of the Contract between Buyer and the Supplier with respect to the goods or services ordered (the "**Supplies**"). No change to this Order will be effective unless agreed to in writing signed by the authorized representatives of Buyer and the Supplier.

Only written orders in the form of Purchase Order, Purchase Contract and Release Order shall be effective. The requirement of writing may also be satisfied by telegraphic transmission or email. Acceptance of Buyer's Orders must be unconditional, and must be made by signing the enclosed duplicate, which must be received by Buyer within 14 days of the date of the Order.

Particular circumstances shall be particularly additionally governed by Mercedes-Benz Special Terms (MBST) and its Annexes (if any), to which reference shall be made in the Purchase Contract or hereinafter, where applicable. In case of any discrepancy or inconsistency between the Purchase Contract and the Terms, the Purchase Contract shall prevail. The MBST can be found under the below Supplier Portal link.

https://docmaster.supplier.mercedes-benz.com/DMPublic/en/html/M10.02.09.10.15.FTPNN02._list.html

2. INSPECTION, ACCEPTANCE - Buyer has the right to inspect and approve the Supplies. The Supplier shall provide samples (if requested) and access to the Supplies and to the Supplier's plant, equipment and process procedures for inspection.

Buyer may (1) accept defective Supplies, with a suitable reduction in price, (2) return defective Supplies at the Supplier's expense, or (3) repair or re-work defective Supplies at the Supplier's expense. In this provision, the term "defective Supplies" includes Supplies not conforming to specifications and Supplies containing defects.

3. PRICES, PAYMENT TERMS - Invoices shall be issued to Mercedes-Benz (Thailand) Limited or Mercedes-Benz Manufacturing (Thailand) Limited. A copy of the purchase order shall be attached to the invoice. Buyer shall be entitled to set-off against the price of the Supplies any sums owed to Buyer by the Supplier. VAT registered supplier must issue valid tax invoices in accordance with the Revenue Code in chapter IV "Value Added Tax" in section 86/4.

For Local Supplier

- The price shall be exclusive of VAT 7%.
- The withholding tax or other taxes as required by the applicable law, if any, shall be deducted from the fee or expense.
- The payment will be made in 30 days after the invoice date.

For Overseas Supplier

- The Parties shall take all measures in accordance with their respective domestic laws and the Agreement between the Contractual country and the Contracting State for the Avoidance of Double Taxation with respect to taxes on Income and Capital as in force at any given time (“the Tax Treaty”) to ensure a reduction of or exemption from, as the case maybe, taxes which might become payable in connection with this Agreement.
- All taxes or duties of any kind whatsoever in connection with payments made by Buyer and imposed on Supplier by Supplier tax law shall be borne by Supplier. All taxes or duties of any kind whatsoever in connection with payment made by Buyer and imposed or to be paid in the Contracting State shall be borne by Buyer. The preceding sentence does not apply to income tax imposed or withheld in accordance with Buyer’s domestic law and the Tax Treaty.
- In case Buyer is required to withhold taxes in accordance with Buyer’s domestic law and the Tax Treaty from the payments under this Agreement, Buyer shall exercise its best efforts to attain that the payment to Supplier will be taxed at a reduced rate under the Tax Treaty at the time of payment.
- In case Buyer is required to withhold taxes from payments under this Agreement, Buyer shall provide Supplier with the original tax receipt and any other documents that evidence calculation and payment of the tax without delay. These documents shall specify Supplier as tax payer, the amount of tax paid, the tax law and the regulation on which such tax payment is based, the tax rate or the amount on which such rate is based, and the date of payment of the tax. If the documents are issued in a language other than English, Buyer shall have the documents translated into English at its own expense at the request of Buyer and shall have the correctness of such translation certified either officially or by a notary public.

4. DELIVERY - In regard to the performance of this order by the Supplier time is of the essence. The Supplies shall be delivered on the date and at the place and according to the instructions given by Buyer. Where no delivery place is specified and if the place does not result from the nature of obligatory relation Buyer's registered office shall be deemed the place of delivery. If for any reason Buyer is unable to accept delivery of the Supplies, the Supplier will store and safeguard them upon reimbursement of the Supplier's reasonable expenses. Buyer's signature on any delivery note, or other documentation, presented for signature in connection with the delivery of the Products is evidence only of the number of packages received and is of no evidence that the correct quantity of Products has been delivered or that the Products delivered are in good condition or of the correct quality.

5. DELAYED PERFORMANCE – The Supplier shall deliver the Supplies in the quantities and to the Specification and delivery schedule specified in this Order. The Supplier shall observe delivery requirements strictly. If (1) circumstances, events or causes in the nature of force majeure (as defined in § 9 of these Terms) or other cause beyond the Supplier's reasonable control cause the Supplier to delay performance, (2) the Supplier gives Buyer written notice of this circumstance, event or cause immediately, and (3) Buyer gives its written consent, the time for the Supplier's performance will be extended by a period equal to the resulting delay. If the Supplier fails to perform this Order for any other reason, after 15 days from such failure Buyer may retain or obtain any Supplies wholly or partially completed by the Supplier, obtain materials from others to complete the Order, and either (1) deduct the cost of completing the Order from any monies due the Supplier (whether or not under this Order), or (2) recover those additional costs from the Supplier. This right is in addition to any other right or remedy available to Buyer at law or otherwise. In addition to the aforementioned rights or remedies Buyer may terminate the Contract.

6. TITLE AND RISK - Title and risk in the Products shall pass to Buyer upon delivery without prejudice to any right to reject the Products under these Terms and Conditions.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY - The Supplier undertakes to treat as confidential all commercial and technical information of Buyer which becomes known to him through the business relationship

hereunder. The Supplier shall not use this business relationship for advertising purposes without the prior written consent of Buyer. All drawings, models, templates, patterns and the like which Buyer shall place at the disposal of the Supplier will remain the property of Buyer; likewise, all such material paid for by Buyer shall become the property of Buyer upon creation, and the Supplier hereby assigns absolutely to Buyer all intellectual property rights therein.

The Supplier will use all drawings, patterns, samples, designs and specifications provided by Buyer ("**Specifications**") only to carry out the requirements of this Order. Specifications remain Buyer's property.

8. ASSIGNMENT - The Supplier may not subcontract performance of this Order or assign it without a written consent from the Buyer. Unless the contrary is provided on the face of the Order, however, the Supplier may subcontract such parts of the performance of this Order as is customary in the carrying out of similar orders. No subcontracting, even with consent from the Buyer, relieves the Supplier from any of its obligations under the Order or makes Buyer liable to any subcontractor. Buyer may assign any of its rights or obligations to any of its affiliates. In this provision, "**affiliate**" means any corporate entity controlling, controlled by, or under common control with, Buyer.

9. FORCE MAJEURE - Neither party shall be under any liability for any failure to perform any of its obligations caused by circumstances of Force Majeure. Force Majeure shall mean fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, strike or similar labour dispute, or other events or circumstances outside the reasonable control of the party affected thereby.

10. SPECIFICATIONS, REJECTION - The Supplies shall comply in all respects with the specifications and requirements stated by Buyer. All Supplies shall be of sound material and workmanship and shall be equal in all respects to samples, patterns and the like provided to Buyer. Buyer shall be entitled to reject all Products which do not conform completely to the purchase order and withhold payments.

Buyer shall not be deemed to have accepted any Supplies until Buyer has had a reasonable time to inspect them following the delivery or within a reasonable time after any latent defect in the Products has become apparent.

Buyer may (1) accept defective Supplies, with a suitable reduction in price, (2) return defective Supplies at the Supplier's expense, (3) repair or re-work defective Supplies at the Supplier's expense, or (4) terminate the Contract. In this provision, the term "defective Supplies" includes Supplies not conforming to specifications and Supplies containing defects.

At any time Buyer may change Specifications. The Supplier shall proceed with required changes immediately. Buyer will adjust the price equitably if the change causes an increase or decrease in cost if, in the case of a claim for increase, the Supplier makes its claim within 30 days of Buyer's notice of change.

11. CONDITIONS AND WARRANTIES - The Supplier warrants that the Supplies shall (i) remain free of defects in material and workmanship for a period of 12 months from transfer of risk as per Clause 5, (ii) be delivered with all necessary manuals, descriptions and other documentation and (iii) comply with the requirements of this purchase order. All Supplies shall be fit and suitable for any intended use expressly or impliedly made known to the Supplier. These conditions are in addition to all other expressed or implied conditions and warranties and shall not be deemed to be exclusive. This warranty is in addition to any other warranties or similar rights available to Buyer at law or otherwise.

12. INDEMNIFICATION - The Supplier shall indemnify and hold Buyer, its employees, agents and affiliates harmless from any and all claims, liabilities, damages and expenses sustained by or claimed against Buyer resulting, in whole or in part and at any time from Buyer's use of the Supplies.

Without prejudice to the generality of the foregoing, the Supplier shall fully indemnify Buyer against any damages (including costs) arising from or incurred by reason of any infringement or alleged infringement of

patent, design, trademark, copyright or any other industrial or intellectual property right by the use or possession of the Supplies supplied by the Supplier.

13. GOVERNING LAW, DISPUTE RESOLUTION - This Contract shall be governed by and construed in accordance with the laws of the Kingdom of Thailand. The application of the United Nations Convention dated 11th April 1980 on Contracts for the International Sale of Goods is hereby excluded.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be settled by arbitration in accordance with the Arbitration Rules set out by the Thai Arbitration Institute, Office of Judiciary, Ministry of Justice. If the parties cannot agree on the arbitrator, either party may file an application with the court of competent jurisdiction to order the appointment of the arbitrator as provided in Section 18 of the Arbitration Act of B.E. 2545 (2002). The place of arbitration shall be Bangkok. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final, in writing, contain reasons and award costs.

14. ANTI-BRIBERY CLAUSE – Within the framework of its commercial dealings with Buyer, 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 supplier or other third parties. In the event of violation of the above, Buyer 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 Buyer.

Supplier has a duty to ensure that any employees used on site at Mercedes-Benz Group 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-Benz Group. Individuals to whom Mercedes-Benz Group or any Mercedes-Benz Group affiliate has declared a house ban, an admission ban, and/or an access ban can not be used by the supplier in the fulfillment of this purchase order.

The supplier shall also comply with the requirements as set forth in the current version of “**Compliance with Laws**” which can be found under the below Supplier Portal link.

<https://docmaster.supplier.mercedes-benz.com/DMPublic/en/index.html>

15. SUSTAINABILITY AND ENVIRONMENTAL PROTECTION - Beyond that the Supplier shall adhere to the standards and requirements of Mercedes-Benz Group regarding sustainability and environmental protection as specified in the current version of “**Mercedes-Benz Special Terms (MBST 36) and its Annexes (if any)**” which can be found under the below Supplier Portal link.

<https://docmaster.supplier.mercedes-benz.com/DMPublic/en/index.html>

16. BASIC REQUIREMENTS FOR INFORMATION SECURITY – The Supplier shall also comply with the requirements of Mercedes-Benz Group regarding information security as specified in “**NP.50.14.110 - Basic Requirements for Information Security for Contracts with IT Supported Data Processing by Mercedes-Benz**”. The Supplier can find the detailed requirements in Supplier Portal link.

<https://docmaster.supplier.mercedes-benz.com/DMPublic/en/index.html>

17. MISCELLANEOUS - In the event of any provision of these Terms and Conditions being or becoming unenforceable, the validity of the remaining part of the Contract shall not be affected thereby. The parties hereto shall be obligated to replace the unenforceable provision by other equivalent provisions, the commercial effect of which is as similar as possible to the original provision. Amendments to the Contract shall only be binding on Buyer if agreed by Buyer in writing. Save that Buyer can at any time assign the Contract to any affiliate, neither party shall assign or otherwise transfer the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other party.