

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

FOR PRODUCTION MATERIALS AND SERVICES

Effective 15th 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 "**General 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, Release Order and Blanket Purchase 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 10 (ten) working days of the date of the Order.

Particular circumstances shall be additionally governed by Mercedes-Benz Special Terms (MBST) and conditions of Buyer ("Special Terms"), to which reference shall be made in the Purchase Contract or hereinafter, where appropriate. In the case of any discrepancy or inconsistency among the Purchase Contract, the Special Terms and the General Terms, the documents shall prevail over each other in the priority listed before. For the purpose of these Terms and Conditions, any reference to Mercedes-Benz Group AG in the Special Terms shall mean the Buyers, as defined above. The Special Terms can be found under the below Supplier Portal link.

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

Any other general term(s) and condition(s) contrary to or different from these General Terms or from the Special Terms will not apply and shall not form part of any Purchase Contract between the Parties even if they were not rejected explicitly in any individual case unless otherwise specifically agreed in Written Form.

2. Purchase Contract, Blanket Order Purchase Order, Delivery Schedules, Modifications and Changes

2.1 Purchase Contracts requires confirmation by Supplier to be effective. After Supplier's confirmation received, Buyer issues Blanket Purchase Order (BPO) to suppliers for the Supplies receiving and payment purposes. Purchase Contracts, BPO and delivery schedules as well as any changes and amendments of Purchase Contracts, BPO and delivery schedules have to be made in Written Form to be effective.

Supplier will forward a written acceptance of Purchase Contract within ten (10) working days of the date of the Order. Supplier's notice of acceptance shall indicate the contract number. As an exception, any performance by Supplier in relation to a Purchase Contract will constitute acceptance of such Purchase Contract. In the event that Supplier does not forward a written acceptance of start performance in relation to a Purchase Contract within 10 (ten) working days after supplier's receipt of the Purchase Contract, Buyer shall be entitled but not be obliged to revoke such Purchase Contract without incurring any liability to Supplier.

2.2 Buyer's order expressly limits acceptance to the terms of the Purchase Contract, the General Terms and the Special Terms. Any additional of different terms, even non-material modifications to a Purchase Contract, General Terms or the Special Terms are rejected unless expressly agreed to in Written Form. Any delivery release shall become binding if Supplier does not reject such delivery release within 10 (ten) working days of receipt.

2.3 Buyer may, at any time demand modifications of any Purchase Contract, Blanket Purchase Order or delivery release including, but not limited to modifications of the specifications, product design, processing, drawings and construction, date and place of delivery, packaging, quality, quantity and means of transportation. If such modifications of changes result in an increase or a reduction of Supplier's costs or in a delay of delivery, Supplier shall inform Buyer immediately. If a Purchase Contract has already been signed, the Parties shall agree Written Form on a reasonable adjustment of Purchase Contract.

2.4 Any modifications or changes to the Supplies by Supplier (including, without limitation, modifications to specifications, product design, processing, drawings, construction, date and place of delivery or production, packaging, quality, quantity and means of transportation) requires Buyer's prior consent in Written Form.

2.5 The volumes set out in any tenders, Request for Quotation (RFQ's) or offers are solely assumptions e.g. for the purpose of price calculation, and do not establish any obligation of Buyer to order such volumes. Volumes quotes set out in Blanket Purchase Order is not in any way related to any volumes in tenders, RFQ's or offers.

3. Packing, Marking and Shipment

Supplier will pack and mark Supplies and make shipments in accordance with Buyer's instructions, meet carrier requirements, comply with all Buyer's transportation routing instructions and assure delivery free of damage and deterioration. Supplier is liable for losses suffered by Buyer as a result of packing, marking or shipping the Supplies in an inappropriate manner or contrary to the instructions of Buyer.

4. Pricing, Payment, Delivery note and Invoice, Right of Retention, Assignment, Set-off, Transfer of Title

4.1 Invoices shall be issued to Mercedes-Benz (Thailand) Limited or Mercedes-Benz Manufacturing (Thailand) Limited. A copy of the Purchase Order or Blanket 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.

4.2 In addition to the normal payment process according above, delivery notes and invoices shall be sent to the plant to which the delivery was made and shall contain at least, **Deliver Note number, Vehicle Commission Number and Packing Month, Part Number, Color Code of Supplies, place of delivery, quantity of Supplies and information pertaining to the applied authentication features (e.g. hologram serial numbers).**

4.3 Payment shall be effected upon delivery of Supplies and upon receipt of a due and proper, verifiable invoice according to above as agreed term stated in Purchase Contract. Invoices which fail to meet the above requirements may be rejected by Buyer. In that event the term allows for payment shall begin on the day of receipt the new, due and proper invoice, which meets the requirements.

4.4 If payment is effected, the following additional provisions apply: a separate invoice shall be issued for each delivery note. The invoice shall also state the number of the delivery note as well as the mandatory information as may be required under national law (e.g. tax payer identification number). In the case of deliveries incurring customs duty, the invoice also has to meet the requirements set out in Origin and Customs (as defined in Section 7 of these Terms). Buyer will not be responsible for delays in payment if the aforesaid requirements are not met.

4.5 In case of defective deliveries or in case the Supplies are not supplied in accordance with the Purchase Contract, Buyer shall be entitled to withhold payment equivalent to the missing value until the defective Supplies have been replaced or Supplier has fulfilled its obligations in full.

4.6 Without the previous consent of Buyer in Written Form, Supplier shall not be entitled to assign its receivables to third parties or to have such receivables collected by third parties. Buyer shall be entitled to rights of set-off against Supplier unless prohibited by applicable law.

4.7 The ownership of supplies to be delivered by the Supplier shall transfer to buyer upon delivery of such supplies.

For Local Supplier

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

For Overseas Supplier

- a) 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.
- b) 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.

- c) 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.

- d) 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.

5. 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 and the supplier shall present the necessary evidences for such cost for reimbursement. 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.

6. Irregularities, Delay in delivery and Performance

6.1 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 section 8 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) the Supplier advise Buyer in written form of any corrective action the Supplier is taking to mitigate the impact of any such incident. Buyer may give its written consent, the time for the Supplier's performance will be extended by a period equal to the resulting delay in possible case.

6.2 If the Supplier fails to perform this Order for any other reason, 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.

6.3 Advance or partial or excess deliveries are subject to Buyer's prior consent in Written Form. Where no such consent has been given, consequences shall be determined by following clauses. Irrespective thereof, Buyer may, at Supplier's expense, refuse acceptance of an/or return any partial deliveries, and/or deliveries received prior to the agreed date of delivery, and/or deliveries received in excess of the quantities set out in the Purchase Contract.

6.4 Supplier will not fabricate or assemble any Supplies, nor procure required materials, not ship any supplies except to the extent authorized by such written delivery releases or provisions of the Purchase Contract specifying minimum fabrication or delivery quantities.

6.5 If any irregularity of deliver, such as early, late or partial delivery, shortage of quantity etc. is caused by Supplier, Supplier shall be liable to compensate Buyer for any loss or damage resulting there from. Any premium transportation or other costs required to meet the specified delivery release will be at the expense of Supplier.

7. Origin and Customs

7.1 In case of deliveries of Supplies requiring customs treatment (e.g. Customs Free Zone, customs clearance, bonded warehousing, transit procedures, special duty regimes), the delivery note or the invoice shall specify the cost of items not included in the price (such as commission, brokerage, cost of license, cost of means of production, Buyer's contributions), the cost of items included in the price (such as assembly and freight costs) and the value of repairs carried out, itemized by cost of materials and wages.

Depending on the customs valuation rules in the country of Buyer's production facility and the respective trade terms, the delivery note or the invoices shall also specify all costs to be included in the customs value (e.g. freight and insurance costs). All costs not directly related to the Supplies shall be itemized separately in the delivery note or the invoice (e.g. costs for construction and training in case of supplies of machine tools).

In the case of deliveries which are not part of a sale of Supplies transaction, e.g. deliveries made free of charge or lease of Supplies, a pro-forma invoice declaring the commercial value of the Supplies (meaning the value that would have been paid by Buyer in case of a sales transaction) is still required. In addition the pro-forma invoice shall state the reason why the delivery is made free of charge, e.g. sample deliveries or returning Supplies etc.

7.2 Unless otherwise agreed between the Parties in the Purchase Contract or in Special Terms, Supplier will advise Buyer if the importation or exportation of the Supplies requires an import or export license. Supplier will assist Buyer in obtaining any such license. Should further official documents be required for the intended use of the Supplies supplied, Supplier shall provide such documents to Buyer without delay and make them available to Buyer at Supplier's cost.

7.3 Supplier shall provide Buyer with all such reasonable support as may be necessary to enable Buyer to reduce or minimize its liability for payment customs duties. If Supplier supplies the Supplies from a country which benefits from a preferential duty treatment with the country where Buyer's production facility is located, Supplier shall transfer that benefit to Buyer. The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Supplier's suppliers and export credits, to the extent transferable to Buyer, shall be the property of Buyer.

7.4 Unless otherwise agreed in the Purchase Contract or in Special Terms, customs clearance in the country where Buyer's production facility is located, for which the Supplies are destined shall be Buyer's responsibility. If Supplier assumes responsibility for customs clearance without Buyer's prior approval in Written Form, Supplier shall bear the costs of such clearance and be liable for any disadvantageous customs treatment Buyer incurs (e.g. loss of drawback or customs processing regimes).

8. 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 labor dispute,

or other events or circumstances outside the reasonable control of the party affected thereby which prevent or delay in total or in part the carrying out of its obligation.

In case of force majeure affecting the fulfillment of a substantial provision of this Agreement, the Party so affected, upon giving prompt notice to the other Party, shall be temporarily excused for the performance of its obligations to the extent of the prevention, and shall not be committed to the payment of any compensation but shall use its best efforts to minimize the consequences, to remove the cause of non-performance, to co-operate with the other Party in finding alternative ways and means of fulfilling its obligations, and shall make up, continue and complete full performance hereunder without delay whenever such causes are removed. The Parties shall endeavor to adapt the Agreement to the new situation. In case the Parties do not agree upon such adaptation within a period of six months, the Purchase Contract may be terminated by written notice without need for any further legal or judicial action.

9. Quality and Documentation

9.1 To ensure faultless and consistent quality of the products, Supplier shall set up a quality management system in accordance with the relevant Technical Specifications ISO/TS 16949 (including their related amendments, supplements and replacements from time to time) and in accordance with any requirements in the Purchase Contract or in General terms & conditions or in Special Terms of Buyer relating to the setup of a quality management system.

The procedure for permanently disposing of Supplies failing to pass the quality in section at Supplier's site shall be separately determined by Buyer and notified to Supplier who shall strictly comply with such procedures. In any case, Supplies having failed the quality inspection must not enter any commercial or non-commercial channels without prior consent of Buyer in Written Form.

9.2 Any serial supply by Supplier to Buyer shall require the prior release of the manufacturing process and the Supplies in Written Form. A release shall also be required if the Supplies are delivered under a new parts identification number or in the case of a process modification. Buyer shall issue a release only if the requirements of the ISO TS 16949 as well as of any additionally agreed requirements in the Purchase Contract and/or in Special Terms of Buyer relating to the release of the manufacturing process and the Supplies are met.

9.3 In case of a conflict between the Purchase Contract and/or General terms & Conditions and/or Buyer's Special Terms and ISO TS 16949 the Purchase Contract and/or the Special Terms shall prevail.

9.4 Supplier and its Suppliers shall comply with the acknowledged state of the art, the safety regulations and the agreed technical data and documentation requirements including all national standards required by applicable law. Supplier shall be responsible at all times to control and assure the quality of the Supplies delivered. The Parties shall inform each other of any possibilities to improve the quality of the Supplies.

9.5 All suppliers of production materials are obliged to implement a certified environmental management system according to ISO 14001, EMAS or comparable standards no later than two years after conclusion of the purchasing contract. This above mentioned certified environmental system has to be operated during the entire term of the business relationship. Supplier is obliged to provide a corresponding certificate. In due time before the expiry of the duration of validity, a new certificate has to be provided.

Following clauses shall survive any termination of the Purchase Contract.

9.6 Supplier agrees to maintain quality records for all Supplies indicating when, how and by whom any checks have been carried out in order to ensure the defect-free manufacture of the Supplies. These records must be kept 15 (fifteen) years following the end of supply and

be presented to Buyer upon request. Supplier is entitled to reduce the holding period for documentation if Supplier is able to exclude the possibility of risk to life and health in the use of its products. Supplier is required to impose on any sub-suppliers the same obligations.

9.7 In the event any authorities responsible for vehicle safety, emissions standards and the like demand inspection of the manufacturing process and disclosure of the test records of Buyer to scrutinize certain requirements, Supplier shall, upon Buyer's request, concede to such authorities the rights they have against Buyer and provide them with any reasonable support.

10. Inspection, Acceptance and Notification of Defects

10.1 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) return defective Supplies at the Supplier's expense, or (2) 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.

10.2 The inspection carried out at Buyer's premises is restricted to the comparison of deliver note data with the Supplies labels, checking the number of load units and checking external transportation damage which is clearly visible on the packing. There are no more far-reaching examination obligations for Buyer. Buyer shall notify Supplier in Written Form of any deficiency of Supplies once the deficiency has been discovered by Buyer in the ordinary course of its business.

10.3 Any payments as to the purchase price or acceptance of Supplies affected prior to the discovery of any defects shall not be deemed an acknowledgement of the Supplies being free of defects and shall not release Supplier from its warranty obligation.

11. Warranty

11.1 Supplier warrants that the Supplies are free from any defects in design, material and workmanship according to the agreed specifications, drawings, descriptions or samples, all technical standards applicable to the Supplies, the state of the art and the suitability for the purposes contemplated by the Purchase Contract. Supplier further warrants that the Supplies shall comply with all applicable national, federal, state and local laws and regulations in the relevant sales markets related to the Supplies.

11.2 No inspections, test, approval, or acceptance of Supplies shall relieve Supplier from liability for Defects or other failure to meet the requirements of Purchase Contract, latent defects or failure by Supplier to meet warranty obligations hereunder.

11.3 The Warranty Period for the Supplies shall commence on the date of delivery of the Supplies to Buyer and end either

- a) 48 months after the date of delivery of the Supplies; or
- b) On the expiry of any warranty issued to end-customers of the Supplies, or of any products into which the Supplies have been incorporated,

Whichever of the above dates or events is earlier. Any longer warranty periods prescribed by the national laws of any sales market into which any Supplies, or products into which Supplies have been incorporated, are delivered, shall supersede the provisions of this Clause. Notwithstanding the above, Supplier waives its right to reject any warranty claim of Buyer due to a plea of statute of limitations during a 15 (fifteen) months period after the end of the calendar year in which the Defect was remedied.

11.4 If the Supplies have any Defects ("Defective Supplies") Supplier shall be liable during the Warranty Period unless the Defects have been caused by any of the following:

- a) Improper handling, use or changes in the structure by the owner or user;

- b) Defects in materials provided by Buyer to Supplier for the manufacture of the Supplies provided that Supplier has timely fulfilled its obligations, in particular that Supplier has notified Buyer of these defects as soon as Supplier has known or ought to have known these;
- c) Defects in the design and specifications provided by Buyer to Supplier for the manufacture of the Supplies.

11.5 In any case of Defective Supplies and without prejudice to any other rights Buyer may be entitled to under the Purchase Contract and/or applicable law, Buyer shall have the right to reasonably elect to demand any of the following remedies according to the specific circumstances:

- a) Repair, rework or replacement of Defective Supplies; or
- b) Abatement of the purchase price in proportion of the reduced value and return by Supplier to Buyer of any purchase price already paid which is in excess of the reduced value; or
- c) Return the Defective Supplies to the Supplier against return of any monies paid to the Supplier as consideration for these Supplies; or
- d) Execution by Buyer itself or any third party of the remedies in (a) above and reimbursement of any related costs incurred by Buyer.

11.6 In addition to Buyer's rights under Clause 11.5 and notwithstanding any other rights Buyer may be entitled to under the Purchase Contract and/or applicable law, Supplier shall indemnify, hold Buyer harmless for, and compensate any damage, losses, costs, expenses and third party claims ("Claims") caused by Defects of the Supplies, in particular:

- a) Loss of production, such as cessation or delay of production operations, defective production operations, line stoppages due to the use of Defective Supplies, additional final processing;
- b) Costs for repair of sub-part products in Buyer warehouses;
- c) Costs for inspections, such as re-inspections of Supplies and vehicles in order to identify Defective Supplies;
- d) Cost for re-measurement in cases such as mis-indication of quantity, product code or lot number on packaging and accompanying documents.

11.7 Buyer shall have the right to inspect the Supplies at Supplier's site for Defects and their conformity with the contractually agreed quality.

12. Liability, Indemnification, Remedies, Recall

12.1 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.

12.2 If Supplier breaches any of its contractual obligations, it shall compensate Buyer for the damage or loss incurred.

12.3 If a claim or a lawsuit based on product liability involving the Supplies delivered by Supplier is brought against Buyer, Buyer shall defend itself against such claim or lawsuit and Supplier shall bear the cost incurred thereby, except where supplier is able to prove that the relevant costs incurred arose from the design by Buyer or Buyer's manufacturing instructions.

12.4 The Parties shall cooperate to prevent, defend, or draw up counter-measures against the claim or lawsuit as referred to Clause 12.3 above.

12.5 Supplier will defend, indemnify, and hold Buyer harmless from and against all claims, liabilities, losses, damages, and settlement expenses, including court costs and legal expenses, in connection with any breach

by Supplier of the Purchase Contract or the General Terms or any Special Terms or for injury or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of (1) any culpable act/omission or negligent work of Supplier or its employees, agents, or subcontractors in connection with the performance of the Purchase Contract or the General Terms or any Special Terms, with or on Buyer's property or in the course of their employment, or (2) any failure of Supplier or Supplier's employees, agents and subcontractors to comply with any applicable law, governmental regulations, ordinance and/or statutes. On request, Supplier shall reasonably support Buyer in the defense against third party claims.

12.6 In the event that Supplier delivers Defective Supplies, Supplier will hold Buyer harmless against liability, costs, damage, losses, claims and expenses, including legal expenses, occasioned by or arising out of or in connection with any action to recall any vehicle, Supplies, or any product into which Supplies have been incorporated.

12.7 The rights and remedies herein reserved to Buyer are cumulative and in addition to any other or further rights and remedies available at law or in equity. No waiver of any breach of any provision of the Purchase Contract or the General Terms or the Special Terms will constitute a waiver of any other breach or a waiver of such provision.

13. Insurance

13.1 Supplier shall effect and maintain at its sole expense insurance policies with reputable, financially sound insurance companies; such insurance policies shall adequately cover Supplier's liabilities towards Buyer and third parties and in particular but without limitation include product liability insurance coverage. Buyer is entitled to require certain insurance coverage and amounts to be taken out by Supplier. The coverage and amount of such insurance shall be decided by consultation between the Parties. Buyer may require Supplier to furnish evidence of the foregoing insurance and renewals thereof or any other information regarding such insurance.

13.2 Buyer's failure to request any evidence of insurance hereunder will not relieve Supplier of its liability and shall not constitute a waiver of any requirement of this Section 13 of these Terms. The existence of any insurance shall not limit Supplier's obligation under any provision hereof.

14. Intellectual Property Rights

14.1 Supplier shall ensure that Supplies and the manufacturing processes do not infringe any third party's patents, trademarks or service marks, copyrights, utility models, designs, confidential information and know-how as well as any other similar rights of any type under the laws of any governmental authority, domestic or foreign, whether or not they are eligible to be registered ("Intellectual Property Rights" or "IPR")

14.2 Supplier shall be liable for any claim which results from the infringement of any IPR by the use of Supplies according to the terms of the Purchase Contract and shall hold Buyer and Buyer's customers free and harmless of all liabilities resulting from the use of any such IPR according to the terms of the Purchase Contract. Supplier agrees to defend all suits, actions or proceedings which may be brought against Buyer or Buyer's customer for alleged infringement of any proprietary interest resulting from the use or sale of the Supplies provided hereunder and to pay all expenses and fees of counsel which may be incurred in defending, and all costs, damages or other recoveries in every such suit. Supplier's liability shall be excluded to the extent Supplier has manufactured the Supplies in compliance with Buyer's instruction, provided Supplier could not possibly know about the infringement despite reasonable precautions.

14.3 The Parties commit themselves to inform each other of all risks of violation or alleged violations of any IPR and to give each other the opportunity to jointly oppose such claims.

14.4 Supplier shall inform Buyer about the use of any published or unpublished IPR owned by or license to Supplier, which relate to the Supplies.

14.5 Buyer shall obtain an unlimited, non-exclusive, sub-licensable and transferable right for all types of use overall results (including but not limited to know-how, testing and development reports, suggestions, drafts, designs, drawings, recommendations, samples, models, software including source code, CAD data records including histories, etc.), produced by Supplier in the framework of the activities specified in this Agreement (hereinafter referred to as "Work Results"), without any limitation with respect to time and content. All Work Results shall be made available without any copyright or other designations of Supplier. To the extent the Work Results are protected by copyrights, Supplier hereby expressly grants Buyer the right to utilize, alter, reproduce, disclose or translate the protected Work Results and do disseminate the altered or original results, to record said results on machine-readable data carriers, and to utilize said results for operation of data processing equipment/installations.

15. Tooling

15.1 In respect of tooling e.g. equipment, including, but not limited to forging dies, measuring and testing equipment, matrices, models, samples, tools, devices, drawings and similar items required for the manufacturing and examination of Supplies ("Tooling"), Supplier shall be obliged to comply with the following provisions and with the requirements of Buyer's relevant Special Terms pertaining to Tooling.

15.2 If and to the extent the agreed total cost an item of Tooling has been paid by Buyer in full, title to such Tooling and any and all IPR created in the course of the development of such Tooling for Buyer will immediately be transferred to Buyer. Supplier is entitled to keep the Tooling only as a temporary possession until the Purchase Contract has been performed. Supplier must hand over the Tooling to Buyer following fulfilment of the Purchase Contract if so requested by Buyer.

15.3 If a Purchase Contract for Tooling is cancelled or terminated, on whatever legal grounds, and at the date of cancellation or termination the title to the relevant Tooling is not vested in Buyer, Buyer may – in its sole discretion – obtain title to the Tooling by paying to Supplier (i) in respect of finished Tooling, the outstanding portion of the agreed total costs, or (ii) in respect of unfinished Tooling, the proportion of the outstanding costs which corresponds to the costs actually incurred by Supplier in supplying the Tooling through the date of cancellation or termination, as the case may be.

16. Confidentiality and Advertising

16.1 The Parties commit themselves to deem as business secrets and to keep confidential all commercial and technical information of the other Party which comes to their knowledge during the course of their business relationship unless such information is or becomes public through no breach of either Party of any of its obligations and to keep such information confidential during the term of the Purchase Contract and for a period of 5 (five) years thereafter.

16.2 The specifications, designs, manufacturing data, drawings, models, patterns, samples and similar objects relating to the Supplies and provided by Buyer in connection with the performance of the Purchase Contract shall at all times be the property of Buyer (or affiliated companies) and shall not be disclosed or made available or otherwise be made accessible to third parties without the prior consent of Buyer in Written Form. Supplier will use and maintain all of this information so it is ensured that it is not used for any purpose detrimental to the interests of Buyer.

16.3 Sub-suppliers shall be made to commit themselves accordingly to the confidentiality provisions contained in this section 16.

16.4 Unless otherwise agreed in Written Form or unless required by mandatory applicable law, Supplier will not in any manner publish the fact that Supplier has furnished or contracted to furnish Supplies of Buyer. Supplier shall not use the name or trademarks of Buyer, or its products in Supplier's advertising or other publication.

The provisions of this Section 16 shall survive the expiration or termination of any Purchase Contract

17. Termination

17.1 Without prejudice to any other termination rights provided herein or permitted by law, Buyer may also unilaterally terminate any Supply Contract for the part not yet performed without any liability on its part, if Supplier:

- a) Is in material default with the delivery of the Supplies or fails to perform any other material obligations of the Supply Contract,
- b) Becomes insolvent, makes an assignment in favor of creditors, enters into bankruptcy or dissolution proceedings, or is subject to non-judicial settlement proceedings,
- c) Is merged into another company in any form and/or is expropriated or nationalized,
- d) Infringes any rights as mentioned in section 14 and section 16 of these Terms,

17.2 Upon such termination of Buyer under clause 17.1, Buyer may claim from Supplier:

- a) To transfer to Buyer title to and possession of all or any part of such Supplies manufactured or delivered by Supplier, while nothing in this shall affect Supplier's claims to payment, if any
- b) To immediately return to Buyer all Supplies owned by Buyer in which IPR of Buyer and related rights exist.

Nothing in the termination of any Supply Contract under this section 17 shall affect the Parties' rights and liabilities accrued by that time. Any provision which is to come into or continue in force after such termination, whether expressly or by implication shall remain unaffected.

18. Compliance

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 the 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.

19. Partial Invalidity, Governing Law, Place of Venue and Jurisdiction, Language

19.1 Should one of the provisions of these General Terms or of any additional stipulations agreed upon be or become invalid, the validity of the remaining part of these General Terms shall not be affected thereby. The Parties are committed to replace the invalid provision by another provision with an equivalent commercial effect so far as possible.

19.2 If the Parties have not agreed otherwise the terms of any Purchase Contract (including these General Terms and any applicable Special Terms) shall be governed by and construed in accordance with **the laws of Thailand**. The application of the Convention of the United Nations of April 11, 1980 on Contracts for the International Sales of Goods (CISG) is hereby excluded.

19.3 Any dispute arising out of or in connection with this contract, the General Terms or any Special Terms 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. Buyer shall also have the right to sue Supplier at the place where Supplier has its registered office or at any other legal place of venue.

19.4 For the duration of the court proceedings the Parties shall continue to exercise their remaining respective rights, and fulfil their remaining respective obligations under the Purchase Contract, except insofar as the same may relate directly to the matters in dispute.

19.5 These General Terms are in the English language and, if required by mandatory applicable law, in the language spoken at Buyer's principal place of business, in this case both versions being equally binding.

20. 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>

21. Sustainability and Environment 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)**" which can be found under the below Supplier Portal link.

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

22. 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.