

Supplier Declaration

about the adherence to standards in the handling of contracts for work and services
at the company grounds of Mercedes-Benz Group AG

Buyer: Dürr Systems AG, Carl-Benz-Str. 34, 74321 Bietigheim-Bissingen, Germany

Supplier:
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This Supplier Declaration is an irrevocable declaration of adherence, which is issued by Supplier for the duration of the business relationship and is effective as of signature:

The Supplier hereby declares that it will adhere to the following Mercedes-Benz standards during the performance of contracts for work and services for Mercedes-Benz Group AG and the Mercedes-Benz Group's consolidated companies in Germany as defined in Section 15 ff. of the German Stock Corporation Act (AktG) that take place at the company grounds or at areas provided by Mercedes-Benz AG and that take longer than 50 working days per calendar year.

1. Standards relating to health and safety at work

The Supplier declares:

- a) adherence to the legal regulations of the German Occupational Health and Safety Act, the respective valid accident prevention regulations and the guiding principles for health and safety at work of Mercedes-Benz AG (see Annex 1).
- b) additionally that it will implement all required occupational health and safety measures that affect the health and safety of all employees at the company grounds of Mercedes-Benz AG.
- c) furthermore that it undertakes to check these measures constantly for efficiency and adjust them if necessary.

2. Standards of accommodation

The Supplier declares that it will ensure a humane living and housing situation in the event that it places employees in apartments or other types of accommodation.

3. Standards for the remuneration of employees and compliance with the minimum wage law

- a) The Supplier shall ensure that it remunerates its employees at least in accordance with the applicable statutory and, if applicable, collective bargaining regulations.
- b) The Supplier shall ensure that each of its subcontractors and other suppliers throughout the chain complies with statutory minimum wage requirements.

4. Standards for the deployment of temporary employees

The Supplier shall in particular meet the requirements set out in the "Fourth ordinance on a minimum wage level for temporary workers" under the German Temporary Employment Act (AÜG) and in the collective bargaining agreements applicable to the Supplier. The Supplier shall be responsible for ensuring that each personnel service provider from which it obtains temporary workers also complies with the legal requirements. In particular, this means that:

- While a temporary employee is working for the Supplier, the Supplier shall ensure that the temporary worker is granted the same essential working conditions, including pay, as those applicable to a comparable employee in the Supplier's company (see "Equal Pay Principle" in section 8(1), page 1, of the German Temporary Employment Act (AÜG)).
- A wage agreement may deviate from the "Equal Pay Principle" for the first nine months of temporary employment (see Section 8(4), page 1, of the German Temporary Employment Act (AÜG)).
- Deviation is permitted for an indefinite period insofar as a wage agreement that provides for industry allowances within the meaning of Section 8(4), page 2, of the German Temporary Employment Act (AÜG) is applicable.

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5. Adherence to the standards for the commissioning of subcontractors

The Supplier declares that it shall commission subcontractors only with the prior consent of the Buyer and, particularly, only on condition that these subcontractors agree to abide by an identical declaration about the adherence to standards in the handling of contracts for work and services at the company grounds of Mercedes-Benz AG.

The Supplier shall ensure that any subcontractors it commissions do not subsequently commission any sole traders or companies constituted under civil law (GbR) to provide services if said services are to be provided by a principal (sole trader or managing director of a company constituted under civil law).

6. Self-employment

The Supplier declares that it shall carry out an examination to establish the self employed activity within the scope of the employment status assessment pursuant to Section 7a of the German Social Act IV insofar as the Supplier is a sole trader or a managing director of a company constituted under civil law (GbR) and that it shall submit the subsequent decision or a binding status decision on the self employed activity to the Buyer without undue delay, latest within three months. The same applies to the commissioning of subcontractors that are sole traders or managing directors of a company constituted under civil law.

7. Documentation, Compliance with standards and obligations

The Supplier declares that the Buyer, Mercedes-Benz Group AG or a third party appointed by the Buyer or Mercedes-Benz Group AG shall be permitted for inspection purposes within the scope of data protection regulations and observing the Supplier's company and business secrets to view suitable documentation and records and is granted access to the operating premises and work areas used by the Supplier on the premises of Mercedes-Benz Group AG, in order to verify adherence to the aforementioned standards and obligations. The Buyer, Mercedes-Benz Group AG or a third party commissioned by the Buyer or Mercedes-Benz Group AG is additionally authorized to question the employees including temporary employees that the Supplier uses to fulfill the contract about whether the Supplier complies with the aforementioned standards and obligations on the premises of Mercedes-Benz AG.

At the request of the Buyer, the Supplier shall be obliged to submit documents suitable for proving compliance with the requirements of this declaration (in anonymized form if required by data protection law).

The Supplier declares that the Buyer and/or Mercedes-Benz Group AG shall be permitted for inspection purposes within the scope of data protection regulations and observing the Supplier's company and business secrets to forward suitable documentation and records to a third party appointed by Mercedes-Benz Group AG to review compliance with the aforementioned standards and obligations. The same provision shall apply to the commissioned subcontractors.

8. Miscellaneous

The Supplier shall grant the Buyer the extraordinary right to terminate all existing and future contracts in the event that the Supplier repeatedly violates individual obligations or declarations listed in this Declaration despite notification to this effect by the Buyer or in the event that it is not reasonable for the Buyer to hold to this contract, particularly if the violation could harm the Buyer and/or its image.

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Name of Supplier:
Place:
Date:
Name, Position:
Signature:
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Signature