

# General Terms and Conditions for PAI SO Certification Testing Daimler TSS GmbH

Version 2.2

## 1. Application of these GTCs

Please note that these General Terms and Conditions apply for agreements regulating participation in PAI SO certification tests which Daimler TSS GmbH should conclude with a merchant as defined by commercial law or a legal entity as defined by public law or by the public separate estate (hereinafter the "Customer"). Any and all conflicting terms and conditions of the Customer do not apply, even if not expressly objected to by Daimler TSS GmbH. The Customer's acceptance of performance by Daimler TSS GmbH will be deemed sufficient for the application of these General Terms and Conditions.

## 2. Registration

- Registrations must be signed. With its signature, the Customer acknowledges that these General Terms and Conditions apply for the PAI SO Certification Test (hereinafter "Test").
- Registrations (note that a separate registration form must be filled out for each candidate) must be sent by facsimile or mailed to the PAI SO Certification Administration Office:

**Daimler TSS GmbH**

**PAI Certification Administration**

**Wilhelm-Runge-Straße 11**

**89081 Ulm, Germany**

**Fax: +49(0)711/305-2199 864**

- Upon receipt of the registration form, Daimler TSS GmbH will send the candidate a confirmation in writing; this constitutes the binding contract between Daimler TSS GmbH and the Customer. Further, the confirmation notification contains the information relevant for testing such as date and time, invoice amount, directions to the venue.
- The necessary documents for preparation for the Test will be sent to the candidate together with the confirmation of registration:
  - PAI Service Organisation
  - HBSG+B Documentation

- HBSG+B IT- Procedures Handbook
  - Info Centers (Offline version)
- The number of candidates accepted is limited. Registrations will be processed in the order they are received. In the event that more than twelve (12) candidates should register for testing on a certain date, Daimler TSS GmbH is prepared to offer alternative dates for testing.

### 3. Performance of PAI SO Certification Testing

- Daimler TSS GmbH is only obliged to perform testing if no fewer than six (6) candidates have registered no later than seven (7) days before the scheduled date.
- Tests are held in a designated room on Daimler TSS GmbH premises in Stuttgart-Obertürkheim, Germany. Each registered candidate is assigned a personal computer (hereinafter "PC") for the Test. During the Test, the PC is off line. Candidates may utilize information from the PAI Info Centres during testing. An offline version of the Info Centres will be provided to each candidate on a USB flash drive for use on the PC.
- The Test will be in German or English as mutually agreed between the parties.
- At commencement of testing, the test questionnaire is downloaded onto the PC from a USB flash drive. One flash drive is available for each PC. When the candidate has completed the Test, the answers are saved on the flash drive. The flash drive is handed over to the Daimler TSS GmbH personnel supervising the test (hereinafter the "Monitor").
- The Monitor prints out the filled-in test questionnaire and presents it to the candidate for signature. With their signatures, candidates acknowledge that the respective questionnaire contains their own answers. The Test is then deemed finished.
- The maximum duration of testing is four (4) hours. Testing commences with handout of the USB flash drives to the candidates and ends with return of the flash drives with the filled-in questionnaire to the Monitor.
- A tool is employed for evaluation of the test questionnaires.
- The overall Test is deemed passed if each of the skills tested for is graded separately as passed. The level of each skill is dependent on the respective role being tested. For the position architect it is possible to take an oral examination. Participation in the oral exam depends on the following test results:
  - Five out of seven tested skills must each be passed with an appropriate level. The remaining four must at least be passed with basic-level (status).

- All other candidates who didn't achieve the required levels have failed the examination. Nevertheless, it is possible to participate in future exams if the supplier pays for expenses.
- Candidates passing the Test are sent an official certificate to this effect issued by the PAI SMO (ITA/P; PAI Service Management). ITA/P is a department within the ITM Organization, a unit of Daimler AG. The PAI Service Management Officer belongs to ITA/P. This person is also in charge of the PAI Service Organization (hereinafter "PAI SO"). The PAI Service Management Organization (hereinafter "PAI SMO") is the organizational body responsible for managing the PAI SO. Daimler TSS GmbH has been contracted by the PAI SMO with the performance of PAI certification testing.
- The PAI SMO (ITA/P; PAI Service Management) informs the Customer of the overall test result, that is, pass/fail, of its candidates. The detailed test results are not disclosed to the Customer.

#### 4. Cancellation/Modification of the Contract by the Customer

- The Customer may cancel any registration of its candidates no later than seven (7) days before the scheduled date of testing without penalty; charges do not fall due. In the event of a cancellation at a later date or should a candidate fail to report for testing on the scheduled date, Daimler TSS GmbH is entitled to invoice the full amount due.
- Alternatively to cancel a registration, the Customer may name another candidate as a substitute and submit a registration; such registration is then considered binding.
- Cancellations must be in writing and sent to Daimler TSS GmbH either by facsimile or by mail; the date of receipt of the cancellation notification by Daimler TSS GmbH is applicable.

#### 5. Cancellation by Daimler TSS GmbH

- Daimler TSS GmbH reserves the right to change the venue or the date of testing for good reasons insofar as reasonable for the Customer; the Customer must be given prior notification of such a change in good time.
- In the event that testing cannot be performed for reasons lying outside the control of Daimler TSS GmbH (including, but not limited to, an Act of God or technical difficulties beyond the control of Daimler TSS GmbH), no charges will fall due. The Customer shall not be entitled to claim damages for non-performance in this event.
- In the event that fewer than six (6) candidates are registered for testing no later than seven (7) days before the scheduled date, Daimler TSS GmbH may at its discretion cancel the test date in question. In this case, Daimler TSS GmbH is not entitled to invoice the test fee. The Customer

shall not be entitled to claim damages for non-performance in this event.

## 6. Terms of Payment

- The price amounts to 395 € for one certification test. All prices are quoted net, exclusive of VAT. Daimler AG and any and all companies that are affiliated enterprises of Daimler AG within the meaning of section 15 of the German Stock Corporation Act (Aktiengesetz) shall be exempt from VAT provided that a VAT group with Daimler TSS GmbH exists.
- Invoices are payable within fourteen (14) days of receipt of invoice to the account stated on the invoice. The Customer may not claim discounts for cash or early payment. Invoices are sent after performance of PAI certification testing.
- The Customer or the candidate shall bear all cost incurred in connection with participation in the Test, including, but not limited to, traveling costs and related expenses.

## 7. Liability

- So far as permitted by statute, Daimler TSS GmbH shall be liable without limitation for loss or damage caused by Daimler TSS GmbH due to wilful acts or gross negligence.
- So far as permitted by statute, Daimler TSS GmbH shall be liable without limitation for damages when culpably causing harm to life, body, and health.
- So far as permitted by statute, Daimler TSS GmbH shall be liable in the case of claims in accordance with the product liability law.
- Daimler TSS GmbH shall be liable for the damages caused by violation of so-called cardinal obligations. Cardinal obligations are such basic obligations essential for the contract that were decisive for the conclusion of the agreement for the Customer and the compliance of which it must rely on. If Daimler TSS GmbH has violated the cardinal obligations to a small extent, the claims for compensation resulting from it are limited to the typical foreseeable contract compensation damages.
- Any further claims for damages due to the liability of Daimler TSS GmbH are ruled out regardless of the reason.
- The Customer is obliged to notify Daimler TSS GmbH of any claims for damages in writing without delay or to report a claim for investigation by Daimler TSS GmbH.
- Any claims against Daimler TSS GmbH are generally time-barred two years after the commencement of the general statute of limitations dependent upon knowledge as stated in § 199, para. 1 German Civil Code. Claims for damages which do not arise out of causing harm to life, body, and health are time-barred after five years, independent of knowledge. All claims against Daimler TSS

GmbH for defective performance are generally time-barred one year after the statutory commencement of the contract. The foregoing reduction of the statute of limitation periods does not apply for claims which are based on an intentional or grossly negligent breach of obligation by Daimler TSS GmbH.

- Daimler TSS GmbH is in no way responsible for the candidate's performance in the PAI certification test.

#### 8. Data Protection

- Electronic data processing techniques are used to store and administrate Customer data and the personal data of the candidates including any and all test results (hereinafter collectively the "Data"). With their signatures on the registration form, candidates expressly agree that the Data may be collected, processed, and used for the purposes of preparing, performing, evaluating, wrapping up, and invoicing the Test and for administration of the test results.
- The parties agree to observe the statutory regulations set out for data protection in the Federal Data Protection Law (BDSG) when fulfilling this contract and to pass such obligation on to any of their employees or subcontractors as might be involved in performance under this contract.

#### 9. Confidentiality

- Daimler TSS GmbH agrees to keep Customer data and the personal data of the candidates including any and all test results (hereinafter collectively the "Data") strictly confidential for a period of time of three (3) years after the test date. Section 3, last bullet-point will remain unaffected by this obligation to confidentiality.
- Daimler TSS GmbH agrees not to disclose the test results to any other organizations or organizational units within Daimler AG. Further, the detailed test results will not be processed statistically supplier-wise. It is incumbent upon the candidates and the Customer to inform Daimler AG (for example, the International Procurement Project Heads) that they have been granted PAI certification.
- Daimler TSS GmbH agrees to ensure that each of their employees or agents to whom disclosure may be made or who otherwise have access to the Data agree to safeguard and maintain the confidentiality of the Data, with such obligation to be made in writing. This obligation also applies for confidentiality vis-à-vis other Daimler TSS GmbH employees and vis-à-vis candidates, including candidates from Daimler TSS GmbH. Insofar as within the limits of labor laws, Daimler TSS GmbH shall ensure that this obligation to confidentiality survives termination of an employee's employment contract for the run of this agreement.

- The foregoing provisions do not apply to any Data which Daimler TSS GmbH can prove:
  - was already known to Daimler TSS GmbH before registration of the candidate;
  - is or becomes known to Daimler TSS GmbH without any obligation of confidentiality from a third party having the right to disclose the same;
  - is in the public domain at the time of disclosure, or
  - is or becomes known to the general public through no action, omission or fault of Daimler TSS GmbH.
- The PAI SMO (ITA/P; PAI Service Management) keeps a list of those candidates achieving PAI certification; project-related interest groups (project managers, steering committee members) may place a request with PAI SMO (ITA/P; PAI Service Management) to verify that a given person has been certified.

#### 10. Rights / Copyrights

- All rights, in particular the copyrights, to the contents of the test questionnaires are owned by the PAI SMO.
- The rights of exploitation of the software employed in connection with testing are held exclusively by Daimler TSS GmbH and candidates may use the software solely for the purpose of their own participation in the PAI certification test; the copying or duplication, of whatever kind and to whatever extent, or deletion of the software is expressly prohibited. Any violation of the copyright will be prosecuted.
- Candidates may not use or install any own disks, CD ROMs, software, etc. on the PCs provided by Daimler TSS GmbH for testing. Daimler TSS GmbH reserves the right to claim damages in the event that a candidate should violate this provision.

#### 11. Final Provision

- Any and all side-agreements are only valid if confirmed in writing by Daimler TSS GmbH.
- The law of the Federal Republic of Germany applies to this Agreement; the United Nations convention of April 11, 1980 on Contracts for the International Sale of Goods (UN Sales Convention) is expressly excluded.
- Place of payment and fulfilment is Ulm, Germany. The place of jurisdiction is Ulm, Germany, should any legal disputes arise from the contact or any of the transactions connected with its performance. Daimler TSS GmbH reserves the right to file claims at the seat of the Customer.

- Should any one or part of any one of the provisions of the contract, and of these General Terms and Conditions in particular be or become invalid or unperformable, this does not affect the validity of the remaining provisions. The contract parties shall jointly agree a legally valid appropriate provision which most nearly approximates what was intended to replace the invalid or unperformable provision. The same applies for loopholes in the contract.

These General Terms and Conditions for PAI Certification Testing are valid from January 1, 2011.

Daimler TSS GmbH

Daimler TSS GmbH - Sitz und Registergericht/Domicile and Register Court: Ulm  
HRB-Nr./Commercial Register No.: 3844  
Geschäftsführung/Management: Gerhard Streit (Vorsitzender/Chairperson), Dr. Stefan Eberhardt  
Beiratsvorsitzender/Chairperson of the Advisory Board: Dr. Marianne Tümpen  
Bankverbindung/Bank: Commerzbank Ulm, BLZ/Bank Code: 630 400 53, Konto-Nr./Account No.: 9208 802  
IBAN: DE87630400530920880200, SWIFT-BIC: COBADEFF630  
USt.-IdNr. DE 194 532 725, St.-Nr. 99011/20035 Finanzamt Stuttgart Körperschaften  
Ein Unternehmen der Daimler AG/A Daimler Company

Daimler TSS GmbH  
Wilhelm-Runge-Straße 11  
89081 Ulm  
Telefon/Phone +49 7 31 5 05-06  
Telefax/Fax +49 7 31 5 05-65 99  
tss@daimler.com  
www.daimler-tss.com