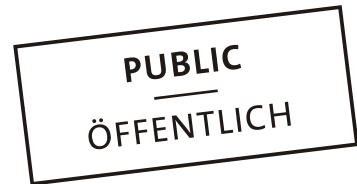




**MAN General Terms and Conditions of Purchase
for Consulting Services,
General Procurement Division (version: 01/06/2018)**



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1 Validity of the contractual conditions/contractual elements

1.1

These conditions shall supplement:

- The MAN General Terms and Conditions of Purchase, General Procurement Division

1.2

The contractual elements shall appear in the following order, as far as available and not otherwise agreed:

1.2.1

- The MAN order letter

1.2.2

- The minutes of negotiation meetings in chronological order

1.2.3

- These Terms and Conditions of Purchase

1.2.4

- The MAN General Terms and Conditions of Purchase, General Procurement Division

1.2.5

- The MAN operational resources specifications

1.2.6

- The service request or service description (with particular, but not exclusive reference to the specifications) issued by MAN

1.2.7

- The relevant generally recognised technological guidelines, particularly the relevant DIN standards.

2 Regulations relating to service provision

2.1

The contracting party shall undertake to provide the services in an independent, responsible manner. Insofar as participation by MAN is required for the provision of services by the contracting party, this participation shall, in principle, be limited to the specific involvement stipulated in the order. Moreover, MAN shall be obliged to undertake the required activities stipulated by the contract in a timely manner.

2.2

The contracting party shall be obliged to execute all the required, appropriate services, duties and obligations necessary for the attainment of the consulting target defined in the contract.

2.3

Should it become clear that the agreed cost limit cannot be observed, the contracting party shall be obliged to inform MAN of the reasons for this in writing and without delay, and must also inform MAN of the possible effects of this deviation in writing, and make suggestions regarding possible alternative courses of action, in particular possible savings that could be made. The consulting process may not be continued until MAN has reached a decision regarding this.

2.4

Moreover, the contracting party shall be obliged to inform MAN of all significant matters arising during the execution of its duties in writing and without delay. This obligation shall not lapse when the contract expires.

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In the event that relevant legislation is in the process of being revised, or if any ambiguities arise in connection with the generally recognised technological rules and regulations which may influence the success of the contractual consulting services, the contracting party shall be obliged to inform MAN of these circumstances in writing without delay.

2.5

MAN reserves the right to commission additional consultants. The contracting party shall be obliged to inform MAN punctually if it should prove necessary to commission additional consultants, and to advise MAN during its selection at the latter's request.

In the event that MAN assigns the coordination of third-party consulting services to the contracting party, the latter shall be obliged to coordinate these third-party services with its own contractual consulting services. The contracting party shall be obliged to discuss the services to be provided with MAN and the other specialist parties involved prior to their final preparation, and to examine consultancy-related contributions by specialist participants (documentation and concepts) for plausibility, taking account of their concerns and conditions, before combining these with its own services as an integral part of the service provision.

2.6

The contracting party shall be obliged to perform the assigned consulting services itself on its own premises (or on MAN premises) using its own employees. Assigning the performance of services to third parties (e.g. subcontractors or freelance workers) shall only be permitted with the prior written consent of MAN.

2.7

The contracting party shall be obliged to observe only the instructions and requirements of MAN and to apply these during the provision of its services. Other project participants, or individuals representing MAN, shall only be authorised to issue the contracting party with instructions on MAN's behalf with the latter's express written consent or authorisation. This shall also apply to any project managers appointed by MAN.

2.8

The contracting party may not act as the legal representative of MAN. However, it shall be entitled to issue instructions that are necessary for the contractual execution of the commissioned consulting services in order to achieve the objectives of the project and ensure a flawless project process, which shall not result in any negative consequences for MAN in terms of quality or deadline adherence. This shall also apply to factual explanations issued to MAN, which are necessary for the fulfilment of the order to coordinate and support the consulting services so that the project goals may be met.

The contracting party may only account for financial obligations on MAN's behalf with the latter's express prior written consent.

2.9

MAN shall be entitled to unilaterally change or expand the scope of services insofar as this change or extension is equitable, in particular if the contracting party is in a position to implement the change/extension request.

3 Prices

3.1

The contracting party shall provide MAN and its affiliated companies (Article 15 AktG (German Stock Corporation Act)) with its consulting services at the most favourable conditions that it offers the MAN Group and its affiliated companies worldwide with the same quality and market situation.

3.2

All expenses incurred in connection with the service provision, including all travel and ancillary costs shall be included in the fixed price agreed in the order. There shall be no separate remuneration for waiting and

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travel times.

3.3

Additional cost-effective services occurring during the contract period must be agreed in writing between the contracting parties prior to execution. If the contracting party violates this obligation, it shall be obliged to compensate MAN for any resulting damage.

3.4

In the event that the service provision is compensated based on units of time, the contracting party must provide MAN with a traceable and verifiable list of the actual services provided in writing without delay. This proof of service provision must also include details of the qualifications/consultant category in accordance with the appendix entitled "Consultant Qualification Grading".

3.5

MAN shall be entitled to terminate the contract prematurely if the consulting target is not achieved. If the contract is terminated prematurely for reasons which can be attributed to the contracting party, MAN shall compensate the latter for the services actually provided according to the progress of the project, insofar as these services are useful to MAN.

4 Deadlines

4.1

The contracting party shall be obliged to provide its contractual consulting services on the basis of a schedule to be agreed upon, unless otherwise agreed between the parties. The contracting party shall be obliged to draw up a schedule in the form of a bar graph no more than one week after receipt of the order, and to pass this on to MAN. This schedule should contain details of all control-related consulting processes and the individual goods and services required in order to attain the project target. The contracting party shall agree on a consulting schedule on this basis with MAN, which shall subsequently become a contractual component of the order.

4.2

The contracting party shall be obliged to document the delivery of documentation and other contributions issued by it to other project participants, and in particular, to keep a schedule list including receipt and issue dates which shows the current processing status. MAN shall be entitled to view or request this documentation at any time.

4.3

The contracting party shall be obliged to place all documentation and information which is subject to a statutory audit at the disposal of the responsible project participants, particularly authorities, in a punctual manner, in order to ensure that the relevant audit can be carried out on the documentation on schedule and without any delays.

4.4

In the event that the contracting party is responsible for coordinating other project participants and their services, these coordination services must be performed in a punctual manner in order to ensure that the agreed deadlines are met. Section 4.2 shall apply accordingly.

5 Acceptance

5.1

Unless otherwise agreed, MAN shall be obliged to accept the services provided by the contracting party which include verifiable results and represent the performance of the contract by the contracting party as a whole, provided that the contractual services have been executed in a complete manner in accordance with

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the contract, and the contracting party has notified MAN of the completion of the services in writing.

5.2

The results of the acceptance shall take effect after MAN has confirmed the acceptance in writing. The same shall apply in the event that MAN fails to confirm the acceptance or refuses to do so, despite the fact that the services provided by the contracting party are fundamentally complete and in accordance with the contract. In this case, the contracting party shall be entitled to draw MAN's attention to this lack of acceptance, and to demand the renewed issue of the acceptance certificate by a specific deadline. MAN shall be deemed to have accepted the services after the aforementioned deadline expires.

6 Issue of documentation/rights of retention

6.1

The original documentation (presentations, minutes, etc.) prepared by the contracting party for the fulfilment of the order are to be presented to MAN in a clear and complete manner and at the request of MAN as other electronic media or on data carriers. The contracting party shall return all documentation provided by MAN to the latter in the event that it is no longer required for the execution of its duties, at the latest upon the acceptance of the contracting party's services and without being asked to do so.

The contracting party shall be entitled to destroy all documentation that it has drawn up in connection with the fulfilment of the order after the limitation period for defect-related claims has expired. However, the contracting party must first offer to pass on this documentation to MAN and to notify MAN in writing of the intended destruction. The documentation may only be destroyed if MAN is in default of acceptance.

6.2

The contracting party shall not be entitled to any rights of retention concerning the documentation or services that it has provided, which are necessary for the performance of the consulting services. The contracting party is therefore obliged to perform work in advance until completion of the contractual services.

This shall not apply in the event of ordinary termination by MAN or a termination by the contracting party for reasons for which MAN is responsible. In these cases, the contracting party shall be entitled to a right of retention to the documentation that it has drawn up until the settlement of justified, due remuneration claims by MAN. This right of retention shall lapse if the contracting party fails to submit an auditable final invoice within two weeks after receipt of the termination, or if MAN provides the contracting party with a security in the form of a bank guarantee for the amount of the fee-related claims associated with the aforementioned right of retention.

7 Industrial property rights, expertise

7.1

MAN shall be entitled to the exclusive, gratuitous, unlimited, irrevocable and transferable right to use the work results. All documentation, presentations, reports, and minutes created by the contracting party in connection with the project-related service provision shall be subject to MAN's unlimited property rights and rights of disposal. The contracting party shall not be entitled to additional remuneration for this.

7.2

The contracting party shall assign to MAN the rights of use and exploitation of all copyrighted services in connection with the performance of the contract. Furthermore, the contracting party shall provide assurances that it is not aware of any circumstances, particularly those pertaining to the industrial property rights of third parties, which make it difficult or inadmissible to produce the objects and processes required to fulfil the contract and that no claims for infringement of industrial property rights have been or can be asserted against it.

7.3

The contracting party shall indemnify MAN from all third-party claims arising from a possible infringement of

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industrial property rights resulting from a breach by the contracting party of the obligations pursuant to Sections 7.1 and 7.2.