

MAN Truck and Bus Iberia, S.A. unipersonal

General Purchasing Terms and Conditions



Confidential Document

GENERAL TERMS AND CONDITIONS

These General Purchasing Terms and Conditions (GPTC) govern the conditions of purchase, the provision of services, the execution of works for products, services and/or works carried out by any of the companies belonging to MAN Truck & Bus Iberia (hereinafter, MTB-IB). Any exceptions to these GPTC by the supplier shall only be valid if they have been drawn up in writing before the acceptance of the order and explicitly approved by MTB-IB'S Purchasing Department.

PRICES

The offers presented at the request of MTB-IB'S Purchasing Department shall have a minimum validity period of 90 calendar days. The agreed prices for products, services and works included in the order shall be established and shall not be subject to change by the supplier. The unit prices established in the order shall not include VAT.

TRANSPORT

Unless expressly indicated otherwise in writing, the terms and conditions of shipping goods, as a general rule, shall be DDP (Delivery Duty Paid – Incoterms 2000) in the warehouses of MTB-IB, unless other terms and conditions are expressly agreed.

INSPECTION

MTB-IB reserves the right to inspect all the requested materials and/or equipment in the place of manufacture, storage or execution and to ensure that the requested services or works are carried out as agreed. To do this, the authorised persons from MTB-IB shall have free access at all times and for the duration of the entire contract, to the supplier's premises or those of the subcontractors thereof.

This inspection shall be performed in a manner that does not unjustifiably delay the supplier's deliveries and/or work. When these are completed, the relevant quality controls shall be performed. If the agreed provisions are not met, the supplier shall be informed and he shall be responsible for the expenses resulting from this adjustment.

DELIVERY AND ACCEPTANCE

The delivery of goods, products or the execution of services shall be carried out on the date, in the place and pursuant to the terms and conditions agreed with MTB-IB. The delivery deadlines included in the order shall be considered non-extendable. Should deliveries take place outside of the established deadlines, MTB-IB reserves the right to cancel the order.

Only the amount of controlled material upon delivery shall be recognised as valid. In the event of excess material upon delivery, the supplier shall be responsible for return expenses. The delivery to personnel in charge of the reception of the goods does not entail acceptance thereof, which shall always be received but shall require subsequent verification. If the verification of the material is not approved, it shall be returned to the supplier with the latter being liable for all relevant expenses.

The packaging of the products shall enable the correct transportation, conservation and storage thereof. The supplier shall be responsible for damages caused by faulty packaging.

GUARANTEE AND LIABILITY

The supplier guarantees the products, services and/or works against any defects and for the period established pursuant to current laws, from the commissioning thereof.

During this guarantee period, the supplier undertakes to replace, repair faulty products and carry out the services and/or additional works to obtain the agreed results, including the materials required, with no additional costs for MTB-IB.

INVOICING AND METHOD OF PAYMENT

Invoices shall be sent to the attention of:

MAN TRUCK & BUS IBERIA
Dpto. Cuentas a Pagar
Avenida de la Cañada 52
28823 Coslada, MADRID-ESPAÑA
A78507498

Invoices shall be sent within one week of the delivery or completion of the service/work in order to be held to maturity. These invoices must include

MTB-IB's order number and the supplier's delivery note number. MTB-IB's method of payment agreed with all its suppliers shall be 60 days from the date of invoice with payment days on the 25th or the next business day. For this purpose, business days shall be deemed to be those of Coslada, where MTB-IB's registered offices are located. Any negotiations concerning other methods of payment other than that mentioned in the previous paragraph shall be included in the Purchase Order and/or negotiation contract.

INDUSTRIAL AND INTELLECTUAL PROPERTY

The supplier guarantees MTB-IB and shall verify with documents, if so required, that he has the registrations, patents, copyrights, design rights, licences, authorisations and other industrial and intellectual property rights required to carry out the purpose of the contract, which may be carried out while no rights of third parties are violated and, in particular, no industrial and intellectual property rights, therefore undertaking to compensate, defend and hold MTB-IB harmless with regard to any complaints, claims, expenses, responsibility, fines, losses, costs or damages, including lawyer's fees, that may be incurred in relation to the breach of this guarantee by the supplier.

The moulds, dies and prototypes created at the request of MTB-IB shall belong to MTB-IB, unless specified otherwise in the purchase order or contract. The supplier shall be responsible for the maintenance, custody and responsibility with regard to damages to these while in the Supplier's premises.

PERSONAL DATA

I.- Data protection

Data of a personal nature about the contact people of our suppliers, their representatives and, when applicable, about their employees will be processed by MAN Truck & Bus, S.A Unipersonal. The objective of the data processing is to register them as suppliers of the company and to manage the contractual relationship entered into between the parties. The grounds legitimizing the processing of this data will be the performance of the contract. To this end, we hereby inform you that the data provided will not be passed on to third parties, except in those cases when we are legally obliged to do so.

These data will be stored until the contractual relationship comes to an end. Once this period has come to an end, the data will be blocked and once any possible claims in relation thereto have expired, they will be deleted.

Those affected may exercise their rights of access, rectification, challenge, erasure, restriction of processing and portability, in a written communication, enclosing a copy of their National Identity Card or equivalent document, as well as any other documentation that they may feel is necessary to the following address:

- a) Postal address: **Avda. de la Cañada 52, Coslada (Madrid)**
- b) E-mail: seguridad.datos@man.eu

We would also like to inform you that you have the right to make a claim before the data protection authorities (in Spain, the AEPD) if you believe that your rights have been breached.

II.- External Data Processing

In the event that the supplier, as part of the provision of the service, has to access personal data for which MAN Truck & Bus, S.A Unipersonal is responsible, it undertakes to sign a Contract for External Data Processing which meets the requirements set out in the data protection regulations currently in force and in particular the following aspects:

- It will process personal data in line with the instructions issued to it at any given time by MAN Truck & Bus S.A Unipersonal, and according to the rules governing personal data protection that may be applicable.
- It will not perform any other additional processing of the personal data, nor will it apply or use the data with any other purpose other than the provision of the Service referred to in the Terms and Conditions Document or use them for their own purposes.
- It will take all those technical and organizational measures that MAN Truck & Bus Iberia, S.A Unipersonal may consider necessary to guarantee a suitable level of security.



- It will guarantee that the people authorized to process personal data receive the necessary training in personal data protection.
- It will keep the personal data to which it has access secret and confidential and will guarantee that the people authorized to process personal data expressly undertake in writing to respect the confidentiality of the data and to comply with the relevant security measures, about which they will be informed as required.
- It will keep a written record of all the processing activities carried out on behalf of MAN Truck & Bus, S.A Unipersonal.
- It will maintain control and custody over the personal data supplied by MAN Truck & Bus, S.A Unipersonal to which it may have access for the provision of the Service and will not divulge them, transfer them or communicate them in any way to other people, not even for their safekeeping.
- It will not subcontract any of the provisions that form part of the object of these Specifications and involve the processing of personal data, nor will it make International Transfers of Data without express authorization in writing from MAN Truck & Bus, S.A Unipersonal.
- It will support MAN Truck & Bus, S.A Unipersonal in making impact assessments in relation to data protection and making prior consultations to the control authority, when this is necessary.
- At the choice of MAN Truck & Bus, S.A Unipersonal, it will delete or return all the personal data once the provision of the processing services has been completed and will delete any existing copies unless conservation of the data is required in line with EU or Member State legislation.
- It will make available to MAN Truck & Bus, S.A Unipersonal all the information necessary for demonstrating compliance with its obligations and will allow and actively collaborate in the audits or inspections carried out by MAN Truck & Bus, S.A Unipersonal or another auditor authorized by it.
- It will designate when necessary a data protection delegate and inform MAN Truck & Bus, S.A Unipersonal of his/her identity and contact details.

COMPLIANCE

The supplier shall guarantee compliance with applicable laws and successive provisions in force to combat corruption.

Anti-fraud clause: The supplier undertakes to act solely within the framework of current laws at all times and observe, in particular, fair competition rules. The supplier expressly undertakes and ensures that neither he nor his employees or other persons hired by him shall commit illegal acts or encourage third parties to commit such acts or be involved with them. These illegal acts include, in particular, offering, granting, requesting or accepting illegal agreements, allocations or other benefits himself or on behalf of third parties. The supplier hereby acknowledges having received a copy of the "MAN code of conduct for suppliers and Business Partners". He undertakes to observe and comply with the main principles included in the "MAN code of conduct for suppliers and Business Partners" during his business activities. Whenever he employs third parties for carrying out tasks, he undertakes to hand them the "MAN code of conduct for suppliers and Business Partners" and ensure compliance therewith. If these clauses are breached by the supplier, the principal shall be entitled to an extraordinary termination.

Non-transfer clause: The transfer of any sorts of rights, including the right to remuneration and/or commissions, as a result of this contract in favour of the supplier, is only permitted with the prior written authorisation from the principal.

Right to audit: In the event that the contractual relationship with the supplier or a sales relationship related to the supplier's activity should be subject to an official investigation or administrative proceeding, the supplier shall appoint, at the request of the principal, a person to hold the obligation of professional confidentiality, all the information concerning the instruction or proceeding, allowing them to access all the documents and entries that may be relevant to the proceeding or investigation. The person appointed by the

principal shall be authorised to disclose to the principal all the documents, information and entries that may be relevant for the assessment of the supplier's reliability within the framework of the contractual relationship with him and in relation to the respective investigations and proceedings. Both the principal and the person appointed shall respect current laws concerning the protection of personal data.

Any breach by the supplier of any of the obligations established herein with regard to the fight against corruption shall render him responsible for unlawful conduct and therefore MTB-IB reserves the right to automatically terminate the contractual relationship with the supplier and to take all the relevant legal and penal measures pursuant to the relevant jurisdiction.

SUB-CONTRACTING

In the event of a sub-contract by the supplier, he shall inform MTB-IB beforehand in writing, indicating the parts of the order/contract to be carried out by the subcontractor and the accrued amounts.

Subcontracts shall always require the express authorisation from MTB-IB. Partial services subcontracted by the supplier to third parties shall never exceed 50% of the order or contract quotation, unless expressly agreed by the parties.

The supplier cannot in any event subcontract the partial execution of the order/contract to persons / companies that are insolvent or unfit to be contracted.

The supplier assumes all responsibility in all cases with regard to MTB-IB for each and every act carried out by the subcontracted companies.

Likewise, the supplier hereby agrees and undertakes at all times to ensure that the subcontracted company and the staff members comply with the confidentiality commitment assumed by the supplier. However, in any event the supplier shall be directly liable to MTB-IB.

POWERS OF THE RELEVANT JURISDICTION

For any discrepancies with regard to the interpretation and/or execution of this contract, the parties shall try to resolve them amicably.

Should they not be resolved amicably, they expressly submit to the competence of the Courts and Tribunals of Madrid.

CONFORMITY WITH THE GPTC

Receipt of, and agreement with, the General Purchasing Terms and Conditions of MTB-IB.

QUALITY

MTB-IB may request the collaboration of suppliers in order to evaluate them on quality and service issues.

COMPANY/COMPANY TAX NUMBER
NAME, SURNAME, POSITION AND NATIONAL IDENTITY DOCUMENT REPRESENTATIVE
DATE, SIGNATURE AND STAMP
SUPPLIER NO. (*)
MTB-IB DATE OF RECEIPT (*)

(*) To be completed by MTB-IB's Purchasing Department.