

General terms and conditions of purchase for MTB-AT (applicable to all other materials and general services)

1. Relevant terms and conditions

The legal relationship between the contractor as supplier of delivery items other than direct materials or replacement parts for commercial vehicles or as provider of general services, on the one hand, and MAN Truck & Bus Vertrieb Österreich GesmbH (hereinafter referred to as "MTB-AT"), on the other hand, shall be governed by these General terms and conditions of purchase and any other written agreements.

2. Delivery deadlines

2.1 Deadlines for the delivery of goods or for the provision of services (hereinafter referred to as "delivery deadlines") must be met. If delivery deadlines are not met, MTB-AT reserves the right, without prejudice to other legal claims, to either demand delivery and damages due to late delivery or damages due to non-performance or to withdraw from the contract.

2.2 The contractor must immediately notify MTB-AT of any identifiable delivery delays. The contractor may only claim that he is not responsible for missing a deadline if he immediately notified MTB-AT of the reason for the delay.

2.3 In the event of a strike, lock-out, interruption of operations or circumstances beyond MTB-AT's control that affect MTB-AT's interest in the contractor's performance, MTB-AT shall be entitled to fully or partially withdraw from the contract or to demand performance at a later date. No claims may be asserted against MTB-AT in such cases.

3. Health & safety at work directives

The contractor must satisfy the accident prevention regulations that apply in each case.

4. Insurance and packaging

4.1 MTB-AT shall approve insurance expenses only if they have been agreed in writing with MTB-AT in advance.

4.2 All goods must be properly packaged, labelled and sent in a manner that minimises transport costs while exercising the duty of care customary in the industry. The contractor shall bear liability for damages caused by defective packaging. The contractor shall be obliged to take back the packaging at his own expense.

5. Provision of documents

For delivery items requiring special handling, assembly and operating instructions must be provided with the delivery, without MTB-AT having to request them. Upon request, the documentation required for maintenance and repair work on the delivery item must also be provided to MTB-AT at no charge.

6. Liability for defects

6.1 The warranty period covering liability for material defects is 24 months and begins following final commissioning or – if the item cannot be commissioned – after use or after the service is provided, unless otherwise agreed in writing. If the contractor does not rectify deficiencies within a reasonable period of time, MTB-AT may claim additional legal rights without granting a grace period. In emergencies or in the event of default, MTB-AT may, without prejudice to legal claims, obtain a replacement or eliminate the defects itself or have them eliminated at the expense of the contractor.

6.2 The contractor waives the right to plead that notifications of defects were not submitted on time.

6.3 MTB-AT reserves the right to monitor production, inspection and acceptance of the delivery item, including at the contractor's plant. This shall not affect the contractor's liability for material defects.

6.4 Guarantee commitments by the contractor that exceed the above shall remain unaffected.

7. Offset clause

MTB-AT is entitled to offset with and against due and undue claims, including future claims.

8. Prohibition of assignment

Claims against MTB-AT cannot be assigned without MTB-AT's prior written consent.

9. Retention of title

Any retention of title shall be binding only if agreed separately in writing.

10. Confidentiality

10.1 The contractor shall be obliged to treat as trade secrets any non-public, commercial and technical details that come to his attention as a result of the business relationship.

10.2 Models, dies, templates, samples, tools and other production materials, as well as confidential information provided to the contractor by or fully paid for by MTB-AT, may only be used for deliveries to third parties with MTB-AT's prior written consent. In all other cases, deliveries may be made to third parties only if they do not violate the industrial property rights/intellectual property rights (know-how) of MTB-AT. Such items may only be copied within the framework of company requirements and copyright provisions. Subcontractors and employees of the supplier must be bound by these requirements. The contractor shall use the business relationship with the customer for advertising only if prior written consent has been obtained.

11. Drawings

Any drawings and other documentation provided to the contractor have been entrusted to him only for the purpose of executing the order and once the order has been completed must be returned to MTB-AT.

12. Industrial property rights of third parties

The contractor shall hold MTB-AT harmless from and indemnify MTB-AT against any and all claims for violation of third-party industrial property rights.

13. Termination

If termination is permitted under the contract, the contractor shall receive that portion of the remuneration corresponding to the services he has provided as of that date.

14. Applicable law and place of jurisdiction

14.1 The contractual provisions are subject to Austrian law, with the exclusion of conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

14.2 The place of performance for deliveries and services is the MTB-AT site to which deliveries are being made. In all other cases, the place of performance is Vienna.

14.3 Vienna is the exclusive place of jurisdiction.