



## Conditions of Purchase for Production Material and Spare Parts for Commercial Vehicles

### 1. Decisive conditions

The legal relations between Supplier of production material or spare parts for commercial vehicles and MAN Türkiye A.Ş., Ankara/Turkey, (hereinafter referred to as "MAN") shall be governed by these conditions and possible other agreements. Modifications and supplements hereto must be made in writing. General terms and conditions other than these shall not apply even if they have not been expressly contradicted in individual cases.

### 2. Orders

- 2.1 Supply agreements (order and acceptance) and call-off orders as well as modifications and supplements to these must be made in writing. Call-off orders may also be effected by means of data transfer.
- 2.2 If Supplier does not accept the order within three weeks as of date of arrival, MAN shall have the right of revocation. Call-off orders shall be deemed binding if Supplier does not contradict within two weeks as of date of arrival at the latest.
- 2.3 Within the context of what can be reasonably expected from Supplier, MAN may request modifications to the item delivered in respect of design and workmanship. The implications, particularly with regard to extra and reduced costs and to delivery dates, shall be settled by mutual agreement.

### 3. Terms of payment

- 3.1 According to the mutual agreement, payment shall be made within agreed lead time as of day of receipt of invoice. Owing to fully computerised processing MAN effects payments only made on the 17th and 27th of the month after the agreed payment lead time exceeded. In case these days fall on a Saturday, Sunday - or holiday, payment shall be conducted the next business day. Payments shall be effected subject to a check of the invoices. In the event of acceptance of premature deliveries, the period for payment shall depend on the delivery date agreed.
- 3.2 Payments shall only be made by money transfer.
- 3.3 By prior written notice of the supplier MAN reserves the right to accept bills in electronic form only via remote data transmission.
- 3.4 In the event of defective delivery MAN shall be entitled to withhold payment in proportion to the value in question until performance has been duly rendered.
- 3.5 Without prior written consent of MAN, Supplier shall not be entitled to assign his claims against MAN or to have a third party collect them. If, contrary to sentence 1, Supplier assigns his claims against MAN to a third party without MAN's consent, said assignment shall not be valid. However, MAN shall nevertheless be free to decide to provide whether to effect payment to Supplier or to the third party in question.

### 4. Notice of defect

MAN must without delay report to Supplier in writing any delivery defect as soon as defect has been detected in the course of normal business procedure. Supplier shall insofar forgo to raise the objection of the respective complaint's having been made too late. The defected goods will not be assumed as accepted by MAN in any manner what so ever.

### 5. Secrecy

- 5.1 The parties to the agreement undertake to treat as business secrets all non-obvious commercial and technical details of which they gain knowledge through their business relations.
- 5.2 Drawings, models, templates, samples and similar items must not be handed over or be otherwise made accessible to unauthorized third parties. Reproduction of such items shall be permitted only within the framework of business requirements and copyright stipulations.
- 5.3 Subsuppliers shall be legally bound to this effect.
- 5.4 The parties to the agreement shall be allowed to use their business relationship for advertising purposes only with prior written consent.

### 6. Delivery dates and periods

Dates and periods agreed upon shall be binding. The date of arrival of goods at the MAN works to be supplied shall be decisive for assessing compliance with the delivery date or period in question. If delivery "free works" has not been agreed, Supplier shall supply the goods in good time, taking into consideration the time usually required for dispatch and shipment.

### 7. Delivery Terms

- 7.1 Supplier is obliged to compensate MAN for damage caused by delay of delivery. This shall not apply to profits lost or damage owing to plant interruption.
- 7.2 In the event of slight negligence compensation shall be limited to additional freight costs, retrofitting costs and, after fruitless elapse of a grace period or if delivery is no longer of interest, to additional expenses for purchases to cover the shortfall.

### 8. Force majeure

Force majeure, industrial conflicts, unrest, official action and other unforeseeable, unavoidable and serious events shall release the parties to the agreement from their contractual obligations for the duration of the disruption and to the extent to which said disruption is effective. This shall also apply if these events occur at a time at which the party affected is in default. The parties to the agreement undertake to provide, within the context of what can be reasonably expected, the necessary information without delay and to adapt in good faith their obligations to the changed circumstances.

### 9. Quality and documentation

- 9.1 Supplier shall comply for his deliveries with the general technical conditions of delivery of MAN in accordance with works standards MAN 239-1 ff., with safety regulations and with the technical data agreed upon and shall to that end set up and furnish proof of a quality-management system in line with the recognised rules (eg DIN EN ISO 9000 ff, VDA 6 or a similar system). For deliveries of truck bodies, attachments and conversions, which are based not on a master agreement but on some other agreement, e.g. one-off orders or supply contracts, MAN works standard M 3471 „General conditions of delivery for truck bodies, attachments and conversions“ applies. MAN reserves the right to convince itself in situ of the effectiveness of said quality management system, eg in accordance with VDA volume 6 "QS-System audit", or, at body manufacturers', in accordance with VDA volume 8 "Guideline to QS for trailer, body and container manufacturers." Modifications to the item delivered shall be subject to the prior written consent of MAN. As regards pilot sample testing, mention is made of VDA publication "Sicherung der Qualität von Lieferungen - Lieferantenauswahl/ Produktions-prozess- und Produktfreigabe/Qualitätsleistung in der Serie" (Protection of the quality of deliveries - selection of suppliers/ clearance of production process and product/quality performance in series production), Frankfurt on Main 1998. Irrespective of this, Supplier shall constantly monitor the quality of the items delivered. The parties to the agreement shall inform each other of the possibilities of quality improvement.
- 9.2 If the nature and extent of testing and the means and methods fortesting are not firmly agreed between Supplier and MAN, MAN, at Supplier's request and within the context of MAN's knowledge, experience and possibilities, will be prepared to discuss said testing with Supplier.
- 9.3 As regards commercial-vehicle components particularly marked eg with "D" - in the technical documents or on the basis of a separate agreement,

Supplier shall in addition note in special records as to when, how and by whom the items delivered were tested with regard to features to be documented and what results said testing has furnished. The testing documents shall be kept for a period of at least fifteen years and be submitted to MAN upon request. Within the framework of legal possibilities Supplier shall place in-suppliers under an obligation to the same extent. VDA publication "Nachweisführung - Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen" (Furnishing proof - guide to documentation and archiving of quality requirements), Frankfurt upon Main 1998, is mentioned as a guideline.

- 9.4 Insofar as authorities responsible for motor-vehicle safety, exhaust gas regulations etc request an insight into MAN's production process and into testing documents for checking compliance with certain requirements, Supplier at MAN's request undertakes to concede the same rights to said authorities in his company and to lend any reasonable assistance.

## 10. Liability for defects

- 10.1 If goods delivered are defective MAN may, demand the following:

a) If the defect is detected prior to start of production (machining or installation) MAN shall first grant Supplier an opportunity to sort out deficient parts and eliminate the deficiencies or to deliver replacement for the goods in question, provided it is reasonable for MAN (e.g. if this does not affect its production plan or commitments). If Supplier cannot do so or does not do so forthwith MAN may rescind the Agreement without granting a further period of grace and send back the goods at Supplier's risk and cost and claim its losses and damages arising out of such rescission. In urgent cases MAN may, after co-ordination with Supplier, itself eliminate the defects or have a third party do so. The costs arising from this shall be borne by Supplier. If identical goods are repeatedly delivered defective MAN shall, be entitled to rescind also the nonfulfilled extent of delivery if defective goods are supplied anew.

b) If, any defect is found only after production has commenced MAN may at its option- in accordance with § 6098 Turkish Code of Obligations Section 227 and the rest demand subsequent fulfilment and reimbursement of the transport costs necessary for subsequent fulfilment and of the costs of removal and installation (labour costs; material costs as agreed) and its losses and damages or - demand a reduction of the purchase price.

c) In addition to its rights above in the event of a failure of an obligation by the Supplier relating to the deficient goods (e.g. obligation to inform, advise or examine) MAN may demand reimbursement of the resulting consequential damage emanating from the fault and of the consequential damage for which MAN has reimbursed its customers.. Consequential damage is here understood as the damage to assets other than the goods themselves which MAN has itself suffered as a result of the delivery of deficient goods. MAN shall be entitled to make claims above and beyond this for expense and compensation arising from the delivery of deficient goods under § 437 BGB or directly from the regulations mentioned therein only if this is contractually agreed. In agreements to be newly concluded section 18 shall be observed.

d) MAN's rights as a "buyer" under § 6098 Turkish Code of Obligations will remain unaffected and the provisions under this agreement relating to defective goods are additional entitlements, only. MAN's rights under § 6098 Turkish Code of Obligations and other applicable legislation as a "buyer" are saved.

- 10.2 At Supplier's request and expense MAN shall without delay place at Supplier's disposal the parts to be replaced by Supplier.
- 10.3 Unless otherwise agreed, claims of liability for defects shall become statute-barred after 24 months in accordance with the legal statute of limitations.
- 10.4 Claims of liability for defects shall not arise if the defect is to be attributed to the violation of operating, maintenance and installation instructions, to unsuitable or improper use, to incorrect or negligent handling, to natural wear and tear or to interference by MAN or by third parties in the item delivered.
- 10.5 In the event of delivery of deficient goods MAN's claims under the law on product liability or for unauthorised act or management without mandate shall not be affected. Guarantees of nature and durability must be expressly described as such in writing.

## 11. Liability

- 11.1 Unless other liability arrangements are agreed upon in another section of these Terms and Conditions, Supplier shall only as follows be obliged to make compensation for damage incurred by MAN directly or indirectly owing to defective delivery, and/or to a violation of official safety regulations and/or to any other legal reasons to be attributed to Supplier.
- 11.2 If on the basis of liability without fault a claim is made against MAN in accordance with a law non-modifiable in respect of a third party,

Supplier shall be liable to MAN insofar as Supplier would also be directly liable. The stipulations of 6098 Turkish Code of Obligations section 49 and the rest shall correspondingly apply to the compensation for damage between MAN and Supplier. This shall also apply in the event of claims being made against Supplier directly.

- 11.3 The obligation to pay compensation shall be precluded insofar as MAN on its part has effectively limited liability in respect of its customers. In this context MAN shall endeavour to reach an agreement that will limit liability to a legally permissible extent also in favour of Supplier.
- 11.4 Claims made by MAN shall be null and void insofar as the damage in question can be traced back to violations attributable to MAN of operator's, maintenance and installation instructions, to unsuitable or improper use, to incorrect or negligent handling, to natural wear and tear or to faulty repair.
- 11.5 Supplier shall be liable for measures taken by MAN for the prevention of damage (e.g. recall action) insofar as the former is under a legal obligation.
- 11.6 MAN shall immediately and comprehensively inform and consult Supplier if MAN wishes to make a claim against Supplier in accordance with the foregoing provisions. MAN shall give Supplier an opportunity to examine the damage in question. The parties to the agreement shall reach agreement on the measures to be taken, particularly in the event of settlement negotiations.

## 12. Industrial property rights

- 12.1 Supplier shall be liable for claims which arise in the course of the contractual use of the items delivered in MAN products from infringement of industrial property rights of third parties and applications for such industrial property rights, irrespective of the countries in which said industrial property rights exist, insofar as Supplier is responsible for such infringement.
- 12.2 In the event of a violation of industrial property rights for which violation he is liable as stated in section 12.1 Supplier shall indemnify MAN and its customers from all third-party claims derived from such violation.
- 12.3 Sections 12.1 and 12.2 shall not apply to items delivered which were manufactured by Supplier solely on the basis of technical stipulations and expertise of MAN (drawings, descriptions, other information). In such cases the duty of care to prevent any violation of industrial property rights shall rest with MAN.
- 12.4 Insofar as Supplier is not liable as described in section 12.3 MAN shall indemnify him from all claims made by third parties.
- 12.5 If the items delivered are manufactured on the basis both of expertise of Supplier and of expertise and technical stipulations of MAN, Supplier and MAN shall be jointly and severally liable in respect of claims arising in the course of contractual use of the items delivered from violation of industrial property rights of third parties and of applications for such rights, irrespective of the countries in which said industrial property rights exist.
- 12.6 In cases of joint and several liability as described in section 12.5 MAN and Supplier shall reach agreement as to how a violation of an industrial property right that becomes known is to be remedied. MAN and Supplier shall each bear half of any costs arising in this context, e.g. legal fees, costs of proceedings, court fees and/or license fees payable to third parties.
- 12.7 Each party to the contract undertakes, on noticing a risk of violation or finding that an industrial property right has been violated, to notify the other party thereof and to agree on further procedure with him. Responsibility for further handling of the problem recognized rests with that party who is liable for such cases pursuant to sections 12.1 to 12.4. In cases where sections 12.5 to 12.6 apply responsibility rests with the party who caused and contributed the major part of said violation.
- 12.8 Supplier undertakes to inform MAN upon request of the industrial property rights and applications for such rights used on the items delivered, whether they are published or non-published, his own or licensed.

## 13. Repair and maintenance information

The supplier shall provide MAN with repair and maintenance information relating to the object of the contract (hereafter referred to as "RMI"). The supplier shall ensure that this RMI is free from third-party rights and shall renounce to be identified as author of this RMI.

The RMI made available to MAN shall contain in particular drawings, specifications, instructions and any information relating to the object of the contract that is required to fulfil statutory requirements.

MAN and its associated companies according to Section 195 of 6102 Turkish Commercial Code are entitled to use, reproduce, process, change, and translate the RMI and/or publish it in any form. Furthermore, MAN is entitled to develop the RMI into its own RMI and/or make the contract partner's RMI as well as MAN's own RMI available to third parties.

For the purposes of clarification it should be pointed out that the RMI is not subject to non-disclosure provisions and can be used free of charge by MAN.

Form M.020.E.07.15

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#### 14. Use of MAN's manufacturing facilities and confidential data

Models, dies, templates, specimens, tools and other means of production as well as confidential data either placed at Supplier's disposal by MAN or paid in full by MAN may be used for deliveries to third parties only with the prior written consent of MAN. In all other cases deliveries may be made to third parties only if this does not infringe industrial property rights/intellectual property rights (knowhow) of MAN. MAN is in principle prepared, subject to prior agreement with Supplier, to permit joint use of such industrial property rights/intellectual property rights (know-how) in return for payment of license fees.

#### 15. Social Responsibility and Environmental Protection

The supplier shall comply with the relevant legal provisions concerning employees, environmental protection and occupational health and safety and in its activities shall endeavour as best possible to reduce adverse effects on people and the environment. We expect the supplier continually to improve its environmental performance. To this end the supplier shall, within its capabilities, set up and develop an eco-management and audit system (e.g. according to DIN ISO 14001 and/or Regulation (EC) No. 1221/2009 of the European Parliament and of the Council (EMAS). The supplier shall also observe the principles of the UN Global Compact Initiative. These essentially concern protection of universal human rights, the right to collective bargaining, elimination of forced labour and abolition of child labour, eliminating discrimination in respect of employment and occupation, environmental responsibility and fighting corruption. More information about the UN Global Compact Initiative is available at [www.unglobalcompact.org](http://www.unglobalcompact.org).

#### 16. Intercompany payment clause

MAN shall be entitled to offset with and against due, non-due and future claims to which MAN Aktiengesellschaft (Joint Stock Company), Munich, or a company in which MAN Aktiengesellschaft has a direct or indirect holding of at least 50 %, is entitled against Supplier and to offset with and against claims which Supplier has against one of the companies described. Upon request Supplier shall if necessary be informed of the status of these holdings. Supplier agrees that all securities given to MAN by Supplier are simultaneously securities for those claims which the companies mentioned in the preceding paragraph have against Supplier. Conversely, all securities given by Supplier to these companies are simultaneously securities for claims of MAN against Supplier – irrespective of the legal grounds on which such claims may be based.

#### 17. General provisions

- 17.1 If one party to the agreement suspends payments or if an application is made for commencement of bankruptcy proceedings on said party's assets or for judicial or out-of-court composition proceedings, the other party to the agreement shall be entitled to rescind that part of the agreement which has not been fulfilled.
- 17.2 Should any provision of these conditions and of the further agreements reached be or become ineffective, the validity of the remainder of the agreement shall not be affected. The parties to the agreement undertake to replace the ineffective provision by one with as far as possible equivalent economic effect.
- 17.3 This agreement and all sale and purchase between MAN and the supplier shall be governed by the laws of Republic of Turkey . The United Nations Agreement of 11th April 1980 on agreements on the international purchase of goods shall not be applicable.
- 17.4 The place of performance for deliveries shall be the place of MAN facilities . In all other respects the place of performance shall be .
- 17.5 MAN Türkiye A.Ş. shall have the exclusive jurisdiction over the disputes between the parties.
- 17.6 MAN points out to Supplier that MAN will store personal data on Supplier.