

## GENERAL TERMS AND CONDITIONS OF PURCHASE AND SERVICE OF MAN TRUCK & BUS NV

### 1. Contract documents

These general terms and conditions and any other contracts that may be concluded on the basis of these terms and conditions apply to the legal relationship between the supplier and/or service provider and the company MAN Truck & Bus nv (hereinafter referred to as "MAN"). The contract between the supplier and/or service provider and MAN consists of the following documents, in descending order of priority:

- i) MAN's order;
- ii) where applicable, any special terms and conditions issued by MAN;
- (iii) these General Terms and Conditions of Purchase and Service;
- iv) all documents issued by the supplier and/or service provider if MAN expressly agrees in writing to include them in the contract;
- v) the supplier's general terms and conditions of sale and/or terms of service.

The general terms and conditions of the supplier and/or service provider will never apply to MAN.

### 2. Orders

Only written orders are legally valid. Verbal agreements or agreements made by telephone must be confirmed in writing by MAN.

### 3. Confirmation of orders

Orders must be confirmed immediately in writing by MAN.

### 4. Delivery dates and deadlines

4.1 The delivery dates must be observed. If the delivery dates are exceeded, MAN reserves the right, without prejudice to any other legal remedies for which it may be entitled, to take all actions to obtain immediate delivery and to apply late penalties or compensation for breach of the contract or to proceed to the outright termination of the contract. The supplier and/or service provider undertakes to inform MAN immediately as soon as it believes that a delay in delivery is likely.

The supplier and/or the service provider can only invoke a delivery delay for which it is not responsible if it has immediately alerted MAN, stating the reason for the said delay.

In the event of a labour dispute, strike, work stoppage or any other circumstance for which MAN is not responsible and which affects the fulfilment of the contract by the supplier and/or the service provider, MAN is entitled to terminate the contract in whole or in part or to suspend its performance, without the supplier and/or the service provider being able to claim any compensation from MAN.

4.2 MAN reserves the right to inspect the goods and/or services and to refuse delivery and/or delivery, including but not limited to non-compliance with the contract or applicable legislation. There is no time limit for this refusal.

In the event of such a refusal, MAN will inform the supplier and/or service provider promptly. The supplier and/or service provider must carry out the repair, replacement and/or repair within a maximum of 5 working days of notification by MAN. If the supplier and/or service provider is unable to carry out the delivery, repair, replacement and/or repair, MAN is entitled to engage a third party for the delivery of the goods and/or services at the expense and risk of the supplier and/or service provider. MAN is therefore released from any obligation towards the supplier and/or service provider, including the payment of damages to the supplier and/or service provider.

Under no circumstances shall MAN be bound by any time limit set by the supplier and/or service provider for the dispute and/or purchase of the goods and/or services.

### 5. Prevention of accidents at work

The supplier and/or service provider undertakes to comply with the instructions in force for the prevention of accidents at work.

### 6. Insurance

Throughout the term of the contract, the supplier and/or service provider undertakes to take out and maintain, at its own expense, an insurance policy with a first-tier company that indemnifies it against the risks of damage to property, product liability and its liability in the context of its commercial activity, so that the liability of the supplier and/or service provider under the contract is adequately covered.

MAN may require the supplier and/or the service provider to obtain certain amounts and coverage limits in favour of MAN. The extent of the insurance cover of the supplier and/or the service provider should not be construed as any limitation of its liability.

### 7. Packaging

The supplier is responsible for the packaging of the products supplied.

The packaging must be suitable for the products and for the means of transport used for the shipment of the products, so as to prevent damage to the products during transport, handling and storage at the place of destination.

The packaging must comply with the specifications stipulated in the contract, with the rules of the art and with all applicable laws and regulations.

### 8. Transfer of documents

The products whose use is not usually known are automatically supplied with assembly and operating instructions without the need for a specific request. The maintenance and repair manuals will be handed over to MAN on request.

### 9. Liability and force majeure

9.1 The Supplier and/or Service Provider shall be liable for all damage suffered by MAN, its customers and its customers as a result of any breach of contract towards MAN by the Supplier and/or Service Provider or third parties engaged by MAN.

9.2 The Supplier and/or Service Provider shall indemnify MAN against all claims by third parties in connection with the performance of the contract, including claims based on product liability.

9.3 MAN is not liable for damage of any nature whatsoever on the part of the Supplier and/or Service Provider, unless there is intent or gross negligence on the part of MAN.

9.4 In the event of force majeure, the fulfilment of the obligations arising from the contract will be suspended for the duration of the force majeure situation without the parties being obliged to pay each other any compensation. If this period of force majeure continues for more than 45 days, the parties are entitled to dissolve the contract, in which case the parties are never obliged to pay each other any compensation for damages. Force majeure on the part of the Supplier and/or service provider shall in any case not be understood to mean: strikes, whether or not attributable shortcomings on the part of the Supplier and/or third parties engaged by the

Supplier, unlawful acts by personnel of the Supplier and/or third parties engaged by the Supplier, shortage of personnel, transport problems, epidemics, pandemics, financial problems and restrictive or obstructive government measures.

9.5 Unless otherwise agreed, in the event of defects, a warranty period of 24 months applies from the date of final commissioning or – if no commissioning is foreseen – after the start of the use of the products or the purchase of the services. In all cases, the warranty for defects expires 36 months after the date of delivery. If the supplier and/or the service provider does not rectify the defects within a reasonable period of time, MAN may exercise the other rights granted to it by law without delay. If the performance of the services is urgent or delayed, MAN may replace the equipment or have the defects repaired in-house or by third parties at the expense of the supplier and/or the service provider, without prejudice to any other legal remedies granted to it by law.

9.6 However, the Supplier and/or the Service Provider undertakes not to use the fact that the defect has been reported too late as a pretext. MAN reserves the right to supervise the manufacture of the products to be supplied by the supplier and/or the service provider, including in the supplier's and/or service provider's production plant. Nevertheless, the liability of the supplier and/or the service provider in the event of defects remains unaffected.

## **10. Price**

10.1 All prices are fixed and valid. In addition to what has been agreed in the contract, the prices shall in any case include the costs of packaging and all other costs incurred by the Supplier and/or service provider in connection with the fulfilment of the obligations by the Supplier towards MAN, unless expressly agreed otherwise in writing.

10.2 Unless expressly agreed otherwise in writing, the Supplier and/or Service Provider shall not be entitled to adjust the agreed prices to the detriment of MAN. Until the agreement on price adjustment has been recorded in writing, the prices applicable until then remain applicable. If no agreement is reached, MAN is entitled to terminate the contract with immediate effect.

10.3 Costs and fees for overtime outside regular office hours (being Monday to Saturday from 8.00 a.m. to 6.00 p.m.) are included in the agreed price.

## **11. Payment**

11.1. Unless otherwise agreed, payment will be made by MAN. Payment is made 30 days after the end of the month in which the invoice was issued. The date the payment was sent is considered the payment date. Payments shall be made after verification of the corresponding invoices. In the event of acceptance of an early delivery, the payment term depends on the originally agreed delivery date.

11.2. Payments are made by bank transfer.

11.3. MAN has the right to reduce the amount of the invoice by amounts owed by the Supplier and/or Service Provider to MAN without further declaration of set-off.

11.4. Payment by MAN shall never imply a waiver of any right and/or acknowledgement of full fulfilment of the obligations of the Supplier and/or Service Provider.

11.5. Invoices for which time is charged, such as in the case of the provision of services, must be accompanied by written time sheets signed by MAN for approval. In the absence of time sheets approved by MAN, MAN is entitled to contest the invoice and/or to suspend payment thereof without further justification, and is not obliged to pay any thereof.

11.6. In the event of delivery of defective materials, MAN is entitled to withhold payment up to the amount of the respective goods until the date on which the contract has been fully fulfilled.

## **12. Provision relating to intra-group payments**

MAN is entitled to set off amounts that are due and due, amounts that have not yet fallen due or amounts that are subsequently due to MAN or to an entity in which the MAN Group has an interest of at least 50% against any amounts that one of the above-mentioned entities may owe to the supplier and/or the service provider. At his request, the supplier and/or the service provider may, if necessary, be informed of the state of the said funds. The Supplier and/or the Service Provider acknowledges that the guarantees provided to MAN are also provided to the entities referred to in this paragraph as cover for their requirements vis-à-vis the Supplier and/or the Service Provider. Conversely, the guarantees provided by the supplier and/or the service provider to the said entities also extend to the claims that MAN may have towards the supplier and/or the service provider, regardless of the legal basis of the said claims/complaints.

## **13. Assignment of claims**

Except with the prior written consent of MAN, the supplier and/or the service provider shall not assign any claims it has against MAN to third parties. In the event of an extension of the retention of title, the consent is deemed to have been given. If, in breach of Clause 12, the Supplier and/or the Service Provider assigns the claims against MAN to third parties without the latter's prior consent, the said transfer is valid, but MAN is free to decide whether the payment should be made in favour of the Supplier and/or Service Provider or of the third party in question.

## **14. Retention of title**

Unless otherwise stipulated in the contract, ownership of products is transferred no later than the day on which they are delivered to MAN or, depending on their manufacture, in the case of products manufactured specifically for MAN.

The supplier and/or service provider cannot invoke any retention of title clause against MAN. The supplier shall ensure that its subcontractors are not entitled to invoke any retention of title clause on the parts which they have supplied and which form part of the products supplied.

## **15. Confidentiality**

15.1. The Supplier and/or the Service Provider undertakes to treat as confidential all technical and commercial information of a particular interest of which it is aware in the context of its business relations.

15.2. The models, overhangs, tools and other means of production as well as the confidential data that MAN has made available to the supplier and/or the service provider or has paid for in full may only be used for deliveries intended for third parties with the prior written consent of MAN. In all other cases, deliveries to third parties may only be made if they do not infringe MAN's industrial/intellectual property rights (know-how). In principle, MAN is prepared to grant the joint use of the aforementioned industrial/intellectual property rights (know-how) to the supplier and/or the service provider in return for payment of a licence fee. The reproduction of the said elements is only permitted for purposes related to the fulfilment of these terms and conditions and the copyright

provisions. The subcontractors and employees of the supplier and/or the service provider are obliged to comply with the same obligations in this regard. The supplier and/or service provider is entitled to use its business relations with MAN for advertising purposes only with the prior written consent of MAN.

#### **16. Drawings**

All drawings and other documents submitted to the supplier and/or the service provider are deemed to have been handed over to the supplier and/or service provider for the sole purpose of fulfilling the order and must be returned to MAN as soon as the said execution has been completed.

#### **17. Third-party industrial property rights**

The Supplier and/or the Service Provider undertakes to indemnify and release MAN from all liability in the event of complaints or objections regarding the infringement of industrial property rights of third parties in relation to the products or services supplied.

#### **18. Termination of the contract**

18.1. Termination at will MAN may terminate the contract in whole or in part, without being held liable for this and without this termination giving rise to payment of any compensation, by registered letter with acknowledgement of receipt, provided that a notice period of three (3) months is observed. The termination shall take effect on the date specified in the letter referred to above.

18.2. Termination due to negligence If one of the parties fails to fulfil its obligations under the contract, including these general terms and conditions, the other party has the right to terminate the contract by registered letter with acknowledgement of receipt, without being held liable for this and without this termination giving rise to payment of any kind of damages, if the defaulting party does not remedy this failure within one (1) month after sending a written notice of default. The contract ends on the date mentioned in the termination letter.

If the supplier and/or the service provider repeatedly fails to fulfil the contract and provided that the seriousness of these shortcomings justifies this, MAN may terminate the contract without notice by sending a registered letter with acknowledgement of receipt.

#### **19. Fight against corruption**

The supplier and/or the service provider undertakes to act only within the legislation in force and, in particular, to comply with the rules of fair competition. The supplier and/or the service provider expressly undertakes the obligation and guarantees that neither the supplier nor its employees or other persons authorised by it will carry out acts that are prohibited by law, encourage third parties to perform them or assist them in doing so. These acts prohibited by law include, in particular, the offering, granting, demanding or acceptance of payments, subsidies or other illegal benefits for oneself or for a third party. The supplier and/or service provider confirms that they have received a copy of the "MAN Group Code of Conduct for Suppliers and Business Partners". He undertakes to observe and respect the principles laid down in the "MAN Group Code of Conduct for Suppliers and Business Partners" in the course of his work. To the extent that he engages third parties to carry out his duties, he undertakes to provide them with a copy of the "MAN Group Code of Conduct for Suppliers and Business Partners" and urges them to comply with it.

#### **20. Personal data**

Personal data may be collected in the context of the contract of the supplier and/or the service provider. Further information can be found in MAN's privacy policy on <https://www.man.eu/be/fl/general/data-protection-other-partners.html> that applies.

#### **21. Prohibition of transfer**

The assignment of the contract is only permitted after written consent from MAN has been obtained.

#### **22. Right of audit**

If, at any time, the contractual relationship with the supplier and/or the service provider or any of the commercial relationships in connection with the work of the supplier and/or the service provider are to be subject to an administrative control or an investigation procedure, the supplier and/or the service provider shall be obliged to make available all information relevant to the procedure or investigation to a website specified by the contracting authority. Authorised person who is obliged to exercise discretion by his professional duty/status and in particular to grant that person access to all documents and writings that may be of interest to the client in the context of the investigations or investigations. The person appointed by the client is authorised to disclose to the client all information, documents and writings which, in the sole opinion of the client, may be relevant in the context of the investigations and the investigation procedure.

#### **23. Applicable law and competent court**

These terms and conditions are exclusively governed by Belgian law and the Dutch-speaking courts of Brussels have exclusive jurisdiction and jurisdiction.