



MAN Truck & Bus Italia S.p.A.

General Conditions of Purchase of Goods and Services

1. SCOPE

1.1 These General Terms and Conditions govern the purchase of Goods and/or Services by MAN Truck & Bus Italia S.P.A. (hereinafter the Purchasing Company), and its Suppliers (as defined below). The terms used in these General Terms and Conditions have the meanings defined below, unless the context unequivocally gives rise to another interpretation:

- **MAN Group Companies:** any company of the -MAN Group, i.e. the Group of Companies to which MAN Truck & Bus SE (with registered office at D-80995 Munich (Germany) Dachauer Straße 667 (DE811125281) belongs (the term Group shall be understood in the sense defined in Section 15 of the German Joint Stock Companies Act); this company is entitled to place new Orders with the Supplier under the same conditions as those agreed between the Supplier and the Purchasing Company, except for variations due to different logistics costs or payment terms.
- **General Conditions of Purchase and/or General Conditions:** these general conditions of purchase of Goods and/or Services.
- **Purchasing Company:** means the company MAN Truck & Bus Italia S.P.A., with registered office in Verona, Viale G. R. Gumpert, 1, which places a Purchase Order and intends to purchase Goods or obtain Services from the Supplier.
- **Supplier:** means the company that supplies Goods and/or Services, also through the organization of the necessary means and with management at its own risk.
- **Parties:** Purchasing Company and Supplier jointly defined.
- **Goods/s:** means the products or goods indicated in the Purchase Order and in the Technical Documentation where available, subject to these General Conditions.
- **Service(s):** means one of the services covered by these General Conditions, indicated in the Purchase Order and in the Technical Documentation where available.
- **Purchase Order and/or Order:** means the order submitted by the Purchasing Company to the Supplier for Goods or Services.
- **Technical Documentation:** means any technical specification to which the Goods and/or Services must comply.
- **Request for Quotation:** request made by the Purchasing Company to the Supplier on the basis of the need for a specific supply of Goods and/or Services, in order for the latter to make an offer. Such a request shall include, inter alia, the conditions set out in the specifications, the technical and logistical specifications, the quality and safety requirements, which must be met by the supply.
- **Binding obligations:** means the rules and regulations, including administrative ones, in force in the place of performance of the services covered by these General Terms and Conditions or the Order, the requirements deriving from the standards set by the MAN Group and communicated for the purposes of the correct fulfilment of these General Terms and Conditions, as well as those of greater use in the commercial sector of reference, the requirements provided for in the contract and the commitments voluntarily undertaken. The Binding Obligations also include, in particular, the environmental requirements relating to the products, including their packaging, and in any case the full compliance of the Goods and Services with the regulations applicable to them.
- **Non-Compliance:** means failure to comply with binding Obligations

2. VALIDITY AND ACCEPTANCE OF THESE GENERAL CONDITIONS

- 2.1 The supplies made to the Purchasing Company on the basis of the latter's Orders are made in accordance with these General Conditions, which are deemed to be fully accepted by the Supplier with the acceptance of the Order, as established by Article 3 below. It is however understood that: a) The Purchasing Company reserves the right to refuse at any time the execution of any Order (and, therefore, to refuse to make payment and/or receive the Services for such order) whenever the Supplier has not signed these General Conditions of Purchase for specific acceptance of all the terms and conditions established therein, including those for which Article 1341 of the Italian Civil Code requires express written acceptance, and that b) The Purchasing Company is in no way obliged to the Supplier on the basis of the Purchase Order under the terms in which the Supplier does not return these General Conditions of Purchase signed for acceptance as described above by the closer of the following two dates: i) the end of the 30th calendar day from the date of the Order ii) the date on which the execution of the Order by the Supplier begins.
- 2.2 These General Terms and Conditions remain in force until the Parties establish otherwise expressly, jointly and in writing, and in any case until the full fulfilment of the obligations in progress.
- 2.3 Any amendment to these General Terms and Conditions shall be valid only if this is stated in writing in the Order or, in the case of an Order already in progress, if the amendment is agreed in writing jointly by the Supplier and the Purchasing Company; any clause or general conditions of sale inserted by the Supplier in invoices, delivery notes or correspondence that contradicts or limits these General Conditions shall not be considered valid, unless expressly accepted, in writing, by the Purchasing Company.

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R.E.A. VR - 0386156
VAT number IT05942720961 Tax
code 05942720961 National
Battery Register
IT11060P00002599
SdI KUPCRMI recipient code

Sole Shareholder
Companies:
MAN FINANCE AND HOLDING S.A.
Share Capital: € 1.000.000,00 I.V. A
company of the MAN Group Company
subject to management and coordination by
MAN Truck & Bus SE

2.4 If one or more of the clauses contained in these General Terms and Conditions or in the Order is cancelled or declared null and void or ineffective in accordance with the law, the validity of the remaining clauses remains unaffected.

2.5 The Order, the amendments to the same, any related attachments, as well as these General Conditions constitute the entire and exclusive agreement between the Purchasing Company and the Supplier: consequently, no other verbal agreement that modifies the content of the aforementioned documents is binding.

3. ORDERS

3.1 The Order must be placed using the form issued by the Purchasing Company by fax and/or post or by means of an electronic transmission of



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data, which is considered as written communication.

3.2. All Orders must contain: order number, supplier code, price, conditions of supply, transport (indicating whether it is included or not) if applicable and the billing and payment conditions. Therefore, these General Terms and Conditions are part of the Order to all intents and purposes.

3.3. The Supplier is required to confirm the acceptance of the Order to the Purchasing Company within 8 (eight) days of its receipt, communicating it in writing in paper or electronic format, and/or through a dedicated portal. In the absence of such confirmation, within the aforementioned term, the Orders based on these General Conditions of Purchase are considered fully accepted when the Supplier has begun to process the Order placed by the Purchasing Company. Without prejudice to the right of the Purchasing Company to accept or refuse the Goods and/or Services already produced and/or supplied in the meantime, charging the costs incurred to the Supplier.

4. PRICES

4.1 Following a Request for Quotation by the Purchasing Company, the Supplier must submit its Offer by formulating it according to the specific requests of the Purchasing Company at the time of issuing each Request for Quotation. The Offer must be duly completed with all the relevant data.

4.2 The price of the Goods and Services is set out in the Order. The price of the Goods includes packaging, delivery, transport and export taxes and excludes any VAT. The price of the Goods and Services is defined, all-inclusive and not subject to increase for the entire time specified in the Order, unless otherwise expressly agreed between the Purchasing Company and the Supplier contained in the Order.

5. PROVISION OF SERVICES AND/OR GOODS. ACCEPTANCE

5.1 The supply of Goods and/or Services must be made on the agreed date, in accordance with the conditions set out in the Order. Unless otherwise agreed in writing, the Goods and/or Services must be supplied at the place indicated in the Order, regardless of whether they are premises of the Purchasing Company or of a third party.

5.2 In the event of non-fulfilment or non-compliance with the supply dates, the Purchasing Company reserves the right to:

a) Accept the supply or continuation of the supply as rendered, applying a penalty equal to 5% (five percent) of the value of the Service not provided and/or the goods not delivered on the date indicated in the Order and/or within the specified deadline, without prejudice to any rights to further compensation if the delay has caused more serious damages.

b) Organize, directly or through third parties, the supply of Services and/or Goods that have not been lent and/or supplied or that can reasonably be expected not to be lent and/or supplied within the established deadline; this decision is binding on the Supplier; if the Purchasing Company chooses to exercise this right, the Supplier assumes all expenses that have been directly or indirectly incurred by the same. To this end, the Purchasing Company issues the relevant invoices for the total amount of these sums and the compensation provided for in Article 15 of these General Terms and Conditions is applicable.

c) Consider the Order cancelled, or the unfulfilled part of the same, by giving simple written notice to the Supplier. In this case, the Purchasing Company will be relieved from the date of receipt of the aforementioned communication to the Supplier, from any obligation to accept and pay for the Service and/or the Good, without prejudice to the right of the Purchasing Company to initiate any legal proceedings, including the procedure for compensation for damages suffered.

5.3 Whenever the Supplier is late with the provision of the Service and/or the supply of the Goods, the same must inform the Purchasing Company as soon as it becomes aware of the possible delay.

5.4. In the event that the performance of the Services falls within the scope of application of Legislative Decree 81/2008 (Consolidated Law on Safety), the Supplier undertakes to provide all the documentation - including those relating to any subcontractors referred to in Article 10 below - as per current and applicable legislation, and to meet all the requirements provided for by the aforementioned law. Furthermore, it undertakes to hold the Purchasing Company harmless and harmless from any detrimental consequences that may derive from failure to comply with said legislation.

5.5. The Supplier declares that it has correctly fulfilled any obligation relating to the remuneration and social security issues of its employees. The Supplier also undertakes to indemnify and hold harmless the Purchasing Company from any and all costs or damages or liabilities deriving from any disputes that may arise either directly with the employees of the Supplier, and any subcontractors, or with social security and/or welfare institutions or with any other authority (such as, but not limited to, judicial, administrative, tax authorities) for matters inherent and/or connected and/or in any case originating from the relationship with such employees or any accidents at work or damage in any way suffered by employees, as well as with regard to any damage caused by employees to property or persons, including each and every third party, including cases of wilful misconduct or gross negligence.

5.6 The Supplier declares that it has taken out a suitable insurance policy with a leading civil liability insurance company which it undertakes to deliver to the Purchasing Company at the latter's request.

6. METHODS OF EXECUTION AND PLACE OF DELIVERY OF THE SUPPLY. QUANTITY

6.1 The supply of Goods and/or Services must be made at the place indicated in the Order as provided for in article 5.1 above, unless otherwise and explicitly agreed between the Supplier and the Purchasing Company. The Goods delivered to the Purchasing Company must have packaging suitable for the type of product and its purpose of use and must be appropriately labelled for their correct identification.

6.2 Without prejudice to any tolerances of use or those expressly agreed upon and without prejudice to the acknowledgement of the Purchasing Company, the Supplier is required to make deliveries in accordance with the quantity provided for in the Order. The Purchasing Company therefore reserves the right, at its sole discretion, to reject quantities exceeding the deliveries requested or those in advance of the agreed deadlines (or, alternatively, to withhold them with deferred payment terms until the time of actual need) as well as to consider the Order with the smaller quantities delivered by the Supplier within the agreed terms fully paid, rejecting any late additions (or, alternatively, to reject manifestly insufficient deliveries by cancelling the entire Order), without prejudice to the further measures provided for in the event of non-compliance within the terms Agreed.

7. QUALITY REQUIREMENTS AND DOCUMENTATION

7.1 The Supplier undertakes to supply Goods and/or Services in accordance with the technical specifications and specifications and to manage the relevant documentation as indicated in the same and/or in the Order. During the performance of the contract, the Supplier must meet the standards and measures required to ensure the quality and technical requirements set by the Purchasing Company and provide the Services and/or Goods in accordance with them. In addition, the Supplier must constantly review and



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adapt its standards and measures to ensure the quality and technical condition of the Goods and/or Services supplied.

7.2 The Goods must be accompanied by documentation suitable for certifying the conformity of what has been supplied, according to the applicable specifications, including but not limited to the certificate of origin of the same.

7.3 Where applicable depending on the specific type of Good or Service covered by these General Terms and Conditions or the Order, the Supplier undertakes to carry out and guarantee the periodic and systematic observation of the quality of the Good or Service carried out and to send MAN appropriate documentation certifying this compliance with the regulations in force from time to time, copy of specific certifications approved by the competent bodies or in use by the majority of companies in the sector, including any related updates, every six months, always without prejudice to MAN's right to request any additions or clarifications to the documentation submitted at any time.

If the supply carried out does not have a control certificate, the Purchasing Company reserves the right to charge the Supplier, for each individual Item supplied, the amount of € 400.00 (four hundred/00) or any additional costs incurred by the Purchasing Company and/or any compensation for damages.

The Supplier is required to keep a record of the checks carried out during the manufacturing process of the Goods supplied.

The Supplier undertakes to promptly notify the Purchasing Company of any case of non-conformity of product or process detected during the execution of the supply and to agree with it on the corrective actions to be implemented.

Any changes to the configuration of the Good and/or Service or to the agreed processes must be authorized in writing by the Purchasing Company.

7.4 The Purchasing Company has the right to verify at any time that the Services are provided in accordance with the applicable quality standards and the technical conditions of the Purchasing Company.

7.5 If the Supplier has requested and obtained from the Purchasing Company the authorisation for subcontracting pursuant to Article 10 below, it must ensure that any of its subcontractors meet the same conditions required by the Purchasing Company to its suppliers, without prejudice to the direct and joint liability of the Supplier with its subcontractors towards the Purchasing Company.

8. REPORTING DEFECTS AND/OR NON-CONFORMITIES. LIABILITY

8.1 If defects and/or non-conformities are found on the Goods and/or Services supplied, the Purchasing Company reserves the right to request the replacement or repair of the same defective and/or non-compliant Goods, or to request the provision of the Service again, without prejudice to compensation for any greater damage and the commitment to adopt the corrective and preventive actions necessary to avoid the recurrence of the defects and/or non-conformities detected.

In the event that the defects and/or non-conformities are such as to compromise the reliability of the supply of the Goods and/or Services, the Purchasing Company reserves the right to reject the Goods delivered by the Supplier and any stock of previous batches, as well as to cancel any subsequent delivery schedules, as well as to refuse the provision of the Services.

9. RISK AND OWNERSHIP

9.1 The Supplier shall bear the risk of possible damage or loss of the Goods in transit until delivery of the same to the address indicated on the Purchase Order or, failing that, to the address of the Purchasing Company.

Title to the Goods shall pass to the Purchasing Company upon delivery of the Goods to the address indicated on the Order or, failing that, to the address of the Purchasing Company.

10. SUBCONTRACTING

10.1 Unless otherwise agreed in writing between the Purchasing Company and the Supplier, the latter may not subcontract to third parties (even partially) the activities necessary for the supply of Goods and/or Services to the Purchasing Company.

11. HEALTH AND SAFETY HAZARDS

11.1 The provision of Services must take place in compliance with all the safety requirements established by current legislation as well as the technical specifications of the Purchasing Company where reported in the offer conditions, or in the other documents delivered to the Supplier together with the Request for Quotation or subsequently.

The Supplier will adopt all the necessary measures and precautions for the prevention of accidents at work and for the protection of the safety of personnel in the manner provided for by current legislation on hygiene, health and safety in the workplace. In order to allow any appropriate checks to be carried out, the Supplier shall provide the Purchasing Company with formal notice of any accident/accident in which its personnel may incur, within the calendar day of occurrence, specifying the circumstances and causes, keeping the Purchasing Company informed of developments relating to investigations and investigations.

12. WARRANTY

12.1 The Services provided to the Purchasing Company enjoy the warranty provided for by the applicable Italian legislation, in particular, by art. 1667 of the Italian Civil Code, it being understood that all the Services accepted by the Purchasing Company shall be considered accepted under the specific condition indicated in article 14.1.

12.2 Without prejudice to the provisions of article 5.4 above, should the Purchasing Company be the subject of claims for compensation for non-compliance with safety regulations or other applicable regulations, of any nature, the same reserves the right to request the Supplier to reimburse all damages, costs, expenses and indemnities, whenever the supply of the Services has not been carried out correctly and has directly or indirectly caused the claim for compensation. In the event that any sum is charged to the Supplier in respect of the warranty due by the Supplier, it may be claimed indifferently by the Purchasing Company or by any company of the MAN Group.

13 INVOICING

13.1 Invoices must comply with all the conditions contained in the Order, as well as any other information required by the tax regulations in force at that particular time (e.g. transport document number), as well as any further information that the Purchasing Company deems necessary.

13.2 Invoices must be issued on the basis of the conditions set out in the Order.



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14. PAYMENT TERMS

14.1 Payment for the supply to Suppliers is made in accordance with the conditions contained in the Order. In any case, the fact that the Goods and/or Services meet the quality standards required by the Purchasing Company is an essential condition for payment.

14.2 The payment of the Order does not imply acceptance of the Services and/or Goods by the Purchasing Company in terms of the conditions of quality, quantity and price of the same and does not mean that the Purchasing Company waives the rights deriving directly or indirectly from these General Conditions or from the applicable legislation.

14.3 Except as provided for by current regulations or as otherwise agreed between the Parties, the Purchasing Company shall make payments for the supplies received and accepted within 60 days of the Supplier (invoice date) by bank transfer to the current account indicated by the Supplier.

The Supplier expressly declares that it does not consider the payment term indicated above to be unfair in any way and that it has been agreed between the Parties.

In the absence of prior authorization and/or support from the bank designated by the Purchasing Company, bank receipts or equivalent documents issued on the Supplier's initiative will be rejected.

The assignment to third parties of any receivables deriving from supplies made to the Purchasing Company remains subject, even in derogation of the provisions of the law in force, to the prior approval of the Purchasing Company itself, without prejudice to the enforceability against the third party transferee of any exception relating to the same receivables, the quantity and quality of the supply and any relationships between the assigning Supplier and the Purchasing Company.

14.4. If circumstances indicate that the Supplier is unable to meet the forthcoming obligations, the Purchasing Company may withhold payments until such time as it appears that the Supplier is again able and willing to perform such obligations in an appropriate manner. It is understood that during the suspension of payments, the Supplier may not suspend the performance of its contractual services.

15. COMPENSATION

15.1 Should the Purchasing Company charge the Supplier any sum on the basis of the provisions contained in these General Terms and Conditions or the Purchase Orders, the Supplier expressly authorises the Purchasing Company to issue the corresponding invoice and to deduct the relevant amount from the sums due by the Purchasing Company to the Supplier, at the time of payment, or to add the said credit to any credit in favour of the Purchasing Company; all this will be duly noted in the ongoing accounts. The set-off takes place on the basis of the rules provided for by art. 1243 of the Italian Civil Code.

16. PROTECTION OF THE TRADEMARK, MODELS OR DRAWINGS OR KNOW-HOW PROVIDED BY THE PURCHASING COMPANY AND/OR OTHER COMPANIES OF THE MAN GROUP.

16.1 Should the Supplier and/or any of its subcontractors use the trademarks owned by the Purchasing Company and/or the MAN Group, and/or trademarks of which the Purchasing Company is a licensee, it is understood that such use is limited exclusively to the performance of the supply itself. Such use may not give rise to any right on the Supplier - which in any case hereby declares to waive it - on the trademarks themselves.

16.2 In any case, it is expressly forbidden for the Supplier to make any type of graphic, chromatic or literal modification or addition to the trademarks; use distinctive signs incorporating the words, handwriting, signs, shapes and colours that characterise the trademarks, as well as any other sign that may be confused with them or that can be considered derived from them.

16.3 The models or drawings or know-how provided by the Purchasing Company may not be copied by the Supplier. These models, drawings and know-how together with those prepared ad hoc by the Supplier to provide the Services and/or Goods expressly requested by the Purchasing Company may not be transferred to other persons or bodies without the express and written consent of the Purchasing Company; they may not be used by the Supplier for any purpose other than the provision of the Services and/or Goods for the Purchasing Company. Unless otherwise agreed in writing, any design, model or know-how prepared ad hoc by the Supplier to provide the Services and/or Goods expressly requested by the Purchasing Company, is considered included in the price paid by the Purchasing Company for the amount rendered by the Supplier itself; consequently, such models, designs and know-how are deemed to be the property of the Purchasing Company and/or any other MAN Group Company which, as the case may be, acts as the Purchaser. These designs or models must be delivered to the Purchasing Company.

16.4 In the event of non-compliance with the foregoing provisions, the Purchasing Company shall have the right to cancel the Order and demand the return of any profit obtained by the Supplier, in addition to compensation for damages caused.

16.5. If the Supplier registers industrial or intellectual property rights in violation of the terms of this provision, it becomes obliged to transfer such rights to the Purchasing Company free of charge and without any charge to the same, without prejudice in any case to all the other rights of the Purchasing Company by virtue of the previous provisions.

17. COST ANALYSIS

17.1 The Supplier undertakes to analyse with the Purchasing Company, if requested, any reasonable possibility of reducing the costs of the Services and/or Goods. The Supplier also authorises the Purchasing Company and the persons designated by it to carry out, at its laboratories and/or premises, the appropriate checks relating to all the Services provided to the Purchasing Company.

18. PROHIBITION OF ADVERTISING, TRADE SECRETS, CONFIDENTIALITY.

18.1 Under no circumstances may the Supplier mention, publish or advertise on its own behalf or on behalf of third parties its commercial or industrial activities in favour of the Purchasing Company, or use the trademark, logo or name of the Purchasing Company in any means of communication, without the prior written authorisation of the Purchasing Company. Consequently, the Orders and the related commercial and technical details, together with any trade secrets and confidential information of which the Supplier has become aware during the supply relationship in favour of the Purchasing Company, must be treated by the Supplier as strictly confidential until the end of the fifth year following the termination and/or termination of the relationship for any reason.

18.2 The Supplier agrees that it is an essential condition for any subcontracting to another supplier, acting in the context of the supply of the Services ordered by the Purchasing Company as supplier or manufacturer, that the Supplier undertakes to obtain from such subcontractor the commitment to fulfil all



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the obligations arising from these General Conditions, without prejudice to the direct and joint liability of the Supplier towards the Purchasing Company; all, of course, provided that the Supplier previously requested and obtained in writing from the Purchasing Company the authorization for such subcontracting pursuant to Article 10 above.

18.3 The Purchasing Company requires each Supplier to respect and keep with the utmost confidentiality any information, news, data and anything else relating to the supply relationship, through an express declaration of confidentiality.

19. INDUSTRIAL PROPERTY

19.1 In any case and without exception, the Supplier expressly guarantees the Purchasing Company that all Services and/or Goods that have not been designed by the latter have been and will be provided in accordance with current regulations and, in particular, that they do not constitute and will not constitute an infringement of any third party's registration or industrial property right, that are not the subject of any litigation or legal proceeding.

19.2 The Supplier must inform the Purchasing Company of any application or use by the Supplier of its own patents or those of third parties.

19.3 The consequences of violations of the aforementioned provisions or of any limitation imposed on the Purchasing Company as a consequence of the same, remain the responsibility of the Supplier directly and the Purchasing Company reserves the right to claim compensation for the damages suffered.

19.4 The Supplier must respect the Industrial Property Rights of the Purchasing Company. If the Supplier becomes aware of a third party claim relating to the aforementioned rights, it must immediately inform the Purchasing Company and must refrain from any action against third parties without the prior written consent of the Purchasing Company. If the Industrial Property rights of the Purchasing Company are used for purposes other than those mentioned above without the express authorization of the Purchasing Company, the latter has the right to claim compensation for all damages suffered.

19.5 If the Supplier makes technological innovations in the context of the activity covered by an Order of the Purchasing Company, it undertakes to grant the Purchasing Company the relevant license in order to allow the latter to produce, have produced and sell the results of the aforementioned innovation. The fee for this license, irrevocable, perpetual and without limits of territorial extension, with the right to sublicense, is considered already included in the consideration.

20. ASSIGNMENT

20.1 The Supplier may not assign Orders from the Purchasing Company.

20.2 It is expressly agreed that receivables deriving from supplies to the Purchasing Company may not be assigned or transferred in any way by the Supplier, unless the same has requested and obtained the written consent of the Purchasing Company. Furthermore, since the Association is an integral part of the evidentiary documents of such receivables pursuant to Article 1262 of the Italian Civil Code, this clause is presumed to be known by the assignee at the time of the assignment and prevents the acquisition in good faith by the latter of such receivables on the basis of Art. 1260, paragraph 2, of the Italian Civil Code.

20.3 The Purchasing Company may assign any rights arising from the Order, these General Terms and Conditions and/or documents that may replace or supplement them, to any Company of the MAN Group. Similarly, the Purchasing Company may substitute itself for any claim that a MAN Group Company may make against the Supplier, for any reason. Accordingly, the Supplier accepts such substitution to all intents and purposes and without limitation of purpose, and undertakes to accept any claims made by the aforementioned Companies in connection with the supply to the Purchasing Company or to another MAN Group Company and to accept such sums as may be charged to the Supplier in the context of the current debit and credit relationship with the latter for the purposes of any Order or relationship of any kind with the Supplier. To this end, the Supplier expressly authorises the Purchasing Company and any other Company of the MAN Group to issue, where appropriate, the corresponding invoices, and to offset the amounts of such invoices against all amounts due by the Supplier to such Companies on the basis of any existing relationship.

20.4 The Supplier undertakes, as an essential condition for the use of any other supplier acting in the process of providing the Services and/or Goods ordered by the Purchasing Company, as supplier or manufacturer, to obtain from this additional figure the express acceptance of the assignment and compensation referred to in Articles 20.2 and 20.3 above, so that the Purchasing Company and any other MAN Group Company may, by virtue of the provisions of these General Conditions, to demand from the Supplier or directly from the subcontractors and/or suppliers of the Supplier the payment of the full amount for any cause due, and to make the appropriate offsets and appropriate debits within the scope of the respective debit and credit relationships at that time current with the Supplier or with the latter's subcontractor. The non-acceptance of the supply and compensation described above by the supplier or the Supplier's subcontractor gives the Purchasing Company the right to cancel the Order immediately, without prejudice, in any case, to the latter's right to claim from the Supplier the reimbursement of the costs incurred and compensation for damages caused by the aforementioned cancellation.

20.5 The provisions of this article are applicable to the Supplier and to any entity that participates, at any level, in the process of providing Services and/or Goods; it is the responsibility of the Supplier and its suppliers, if any, to ensure that all those who participate in the process of supplying Services and/or Goods accept the provisions of this article in their entirety as well as the rest of these General Conditions.

21. CIVIL LIABILITY

21.1 The Supplier undertakes to comply with all legal provisions as well as the internal regulations of the Purchasing Company if, as part of the process of processing the Order, it should work within the premises of the Purchasing Company or use vehicles owned by the Purchasing Company inside or outside the premises of the latter; The Supplier shall therefore be liable for all damage caused to persons, property, plant or equipment, installations, manufactured, semi-finished or stored products, resulting from negligence or fault by its subcontractors or their respective employees.

21.2 In the above cases, the Supplier relieves the Purchasing Company of any liability and undertakes to compensate it for any damage suffered or expense incurred as a result of such damages.

21.3 The Supplier also relieves the Purchasing Company of any liability arising from the non-performance of the Supplier's obligations as an employer, in relation to Social Security, Health and Safety or any other legislation in force.

21.4 The Supplier undertakes to comply with all applicable regulations concerning compulsory insurance and, in addition, to take out additional insurance against civil, professional and product liability risks with a leading insurance company to cover accidents or damages that may occur in the course of its business. This insurance policy must be sent to the Purchasing Company, at the latter's request, together with the certificates of subsequent renewals.



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22. CODE OF ETHICS. SUSTAINABILITY

22.1 The Supplier declares that it is aware of and respects and requires its employees and/or collaborators to comply with the principles contained in the provisions of Legislative Decree no. 231 of 8 June 2001 on the administrative liability of entities, as subsequently amended and supplemented, as well as that it has read, knows, accepts and undertakes to comply - also for its employees and/or collaborators pursuant to Article 2049 of the Civil Code - of the Code of Ethics for Business Partners, in the version updated from time to time, adopted by the Purchasing Company pursuant to the aforementioned decree, and published on the <https://www.mantruckandbus.com/en/company/purchasing.html> website.

22.2 The Supplier undertakes to produce, at the request of the Purchasing Company, all the information and documentation that the Company deems necessary to demonstrate compliance with the Code of Ethics for Business Partners by the Supplier, for the purposes of the subsequent verification and unquestionable assessment of the Purchasing Company.

22.3 If the Supplier is responsible for the violation of any of the provisions of the Code of Ethics for Business Partners, the Purchasing Company may terminate the contractual relationship, by law pursuant to and for the purposes of Article 1456 of the Civil Code, as provided for in Articles 25.1 and 25.2 below, without prejudice to any other legal remedy, including the right to compensation for any damage suffered.

22.4 The Purchasing Company aims to achieve sustainable development goals, with particular regard to the environmental compatibility of its products, the reduction of its consumption of natural resources, the protection of the rights and personal development of its workers, both locally and globally.

22.5 The Purchasing Company also expects its Suppliers to pursue environmental and social sustainability objectives and to comply appropriately with the MAN Group's sustainability requirements in its dealings with business partners, the full text of which is available on the <https://www.mantruckandbus.com/en/company/purchasing.html> website. The Supplier declares that it has read, knows and is adequately informed about the aforementioned requirements.

22.6 The Supplier undertakes to produce, at the request of the Purchasing Company, all the information and documentation that the Company deems necessary to demonstrate compliance by the Supplier's company with the standards and requirements of environmental and social sustainability as identified above, for the purposes of subsequent verification and assessment by the Purchasing Company.

23. FORCE MAJEURE

23.1 The Supplier shall not be liable for the failure to supply, in whole or in part, or for the delay in the supply of the Services and/or Goods if such non-performance or delay is due to force majeure (including general, territorial or sectoral strikes of a greater magnitude than the Supplier, excluding internal strikes within the Supplier).

23.2 If the Supplier is unable to provide the Services and/or Goods, in whole or in part, due to the existence of force majeure, it is required to notify the Purchasing Company of the existence of the force majeure event as soon as possible, in any case no later than 24 hours from the time it came into being. In addition, the Supplier must provide a detailed justification of the nature and scope of the cause, the expected delay in the provision of the Services and/or Goods and the new situation arising in terms of the possibility of supply, as well as must remedy the aforementioned situation as soon as the relevant cause ceases to exist.

23.3 For the duration of this situation, the Supplier and the Purchasing Company agree on the additional measures necessary for the continuation of the supply; the Supplier is responsible for the adoption of each of them. The impossibility for the Supplier to guarantee the supply, even after the appropriate adoption of all additional measures, shall not be considered a breach of its obligations. However, if the supply does not normally resume within 15 calendar days from the day on which it was totally and partially interrupted or not satisfied due to force majeure, the Purchasing Company may consider the Order as terminated, with immediate effect, even if the Supplier has correctly adopted the aforementioned additional measures.

23.4 The Purchasing Company may suspend the receipt and payment of the Services and/or Goods ordered by the Supplier, without any obligation to compensate, in the event of flood, fire, strike or other industrial action, riot, official measures, impossibility of communication or other interruptions within the Purchasing Company such as to result in a reduction in activity or a suspension of work in its factories, of a production or commercial nature, and other similar incidents including events due to force majeure.

24. TERMINATION

24.1 Without prejudice to the events of force majeure and the other cases of termination referred to in these General Conditions, the contractual relationship arising from the Order may be terminated, even partially, at any time by the Purchasing Company with written notice which must be communicated to the Supplier with 30 (thirty) days' notice unless otherwise agreed between the Parties.

25. EARLY TERMINATION

25.1 The causes described below and all those expressly mentioned in the individual provisions of these General Terms and Conditions constitute grounds for termination of the Order and of any contractual relationship between the Parties based on these General Terms and Conditions:

- Acceptance by the competent Judicial Authority of the request for suspension of payments by the Supplier or initiation of liquidation proceedings, declaration of insolvency by the Judicial Authority; actual insolvency; public and private transfer of assets to creditors or division of assets at the request of creditors, regardless of whether it results in unavailability; seizure, seizure or other constraints on said assets.
- Total or partial non-compliance by the Supplier.
- Failure to deliver and/or update, within the terms provided for by the regulations in force and within the relevant deadlines, of the documents referred to in article 5.4 also relating to any subcontractors.
- Delay in the supply of the Services and/or Goods with respect to the agreed delivery times, if the Supplier is responsible for such delay.
- Lack of quality of Services and/or Goods.
- Change of the Supplier's company name; change in the shareholding structure or control, transformation, merger, demerger or sale of the business unit of the same.
- Changes to prices or other specific terms relating to the Services and/or Goods.

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- Violation of the Code of Ethics for Business Partners adopted by the Purchasing Company and/or of the principles contained in Legislative Decree 231/2001.

25.2 In all the above cases, early termination is effective from the date of receipt of the communication - to be sent by registered letter with return receipt - with which the Purchasing Company communicates that it intends to avail itself of this clause.

26. DAMAGES FOR BREACH OF CONTRACT BY THE SUPPLIER

26.1 In the event of total or partial non-fulfilment of any of the obligations arising from the Order, these General Terms and Conditions and/or any other document that may supplement or replace them, the Supplier is obliged to compensate the purchasing Company for all damages suffered.

27. LANGUAGE AND INTERPRETATION

27.1 The authentic text of these General Terms and Conditions of Purchase is in Italian, regardless of whether they may be translated into other languages for information purposes; consequently, in the event of a conflict of interpretation, the version that prevails and therefore valid and binding for the Parties, remains the one in Italian.

28. GOVERNING LAW. JURISDICTION

28.1 These General Terms and Conditions are governed by Italian law.

28.2 The Supplier expressly accepts that any disputes that may arise between the Parties in relation to the interpretation and/or execution of the Orders and these General Conditions shall be subject to the jurisdiction of the Court of Verona.

29. AUDIT

29.1 The Supplier allows the Purchasing Company, or a third party company appointed by the latter, access to its legal/operational headquarters upon simple written request by the Purchasing Company, and with 3 (three) working days' notice. The Purchasing Company also reserves the right, during the verification, to request the Supplier to extract a copy of the accounting and tax books as well as other documents relating to the execution of the supply that will be indicated by the Purchasing Company or its representatives.

29.2 In the event that this verification should reveal non-compliance by the Supplier with regard to the contribution and remuneration obligations towards its employees and/or collaborators for any reason, the Purchasing Company shall be entitled to charge the costs incurred for the verification itself to the Purchasing Company as well as to terminate the contractual relationship pursuant to Article 25 above.

29.3 The Parties mutually acknowledge that the above right of verification may be exercised by the Purchasing Company even after the termination of the contractual relationship for any reason.

30. PERSONAL DATA

30.1 For the provision of the Goods and/or Services, the Parties will have access to and process the personal data of employees, customers, suppliers, consultants and other data subjects in respect of whom they are respectively controllers within the meaning of Regulation (EU) 2016/679 on the protection and free movement of personal data of natural persons ("GDPR") and other applicable data protection provisions (with the GDPR, "Privacy Policy"). Both Parties guarantee that they will comply with all obligations under the Privacy Policy.

30.2 The Parties shall scrupulously comply with the Privacy Policy, in particular in relation to the adoption of physical, technical and organizational measures so that the processing meets the requirements of the Privacy Policy and guarantees the protection of the rights of the data subjects. The Parties shall process the Data only for the purpose of correctly executing these General Terms and Conditions and the Order, and undertake to allow access to and processing of the Data only by authorised, duly trained personnel who are bound by confidentiality obligations.

30.3 The Parties undertake to cooperate with each other and to provide information and documentation in reasonable terms in order to allow the other party to comply with the Privacy Legislation.

30.4 Upon termination of the contractual relationship for any reason, the Parties undertake to delete or return all Data and any copies, in any format, without prejudice to personal data that must be retained pursuant to applicable law as well as in relation to a legitimate interest of one of the Parties. The Parties shall have the right to verify compliance with this clause and the Privacy Policy by requesting to document compliance with the same or, in accordance with the procedures agreed between the Parties, by means of verifications.

30.5 The provisions on the protection of personal data, confidentiality and data security will be effective even after the termination of the contractual relationship for any reason. It is understood that in the event of non-compliance by the Supplier with the provisions of this clause, the contractual relationship pursuant to and for the purposes of Article 1456 of the Italian Civil Code shall be deemed to be terminated by law, without prejudice to the right to compensation for damages suffered by the Purchasing Company due to the Supplier's non-compliance.

30.6 If, in carrying out the Services covered by these General Terms and Conditions, the Supplier carries out personal data processing activities, possessing the experience, ability and reliability requirements required by the relevant legislation (Legislative Decree 196/2003 and European Regulation 2016/679), the latter undertakes to carry out the Services in compliance with the aforementioned legislation. To this end, the Purchasing Company undertakes to appoint the Supplier as Data Processor with a specific deed which will constitute an integral and substantial part of these Conditions. It is understood that in the event of non-compliance by the Supplier with the provisions of this article and/or in the appointment as Data Processor, this contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code shall be deemed terminated by law without prejudice to the right to compensation for damages suffered by the Buyer due to the Supplier's non-compliance.

Place _____ data _____

(Stamp and signature of the Supplier)



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For the purposes of Art. 1341/1342 of the Italian Civil Code, the Supplier declares to expressly approve the following clauses: Art. 2 Validity and acceptance of these General Conditions; Art. 3 Orders; Art. 5 Supply of Goods and/or Services. Acceptance; Art. 7. Quality requirements and documentation; Art. 10 Subcontracting; Art. 11 Health and safety risks; Art. 12 Warranty; Art. 14 Terms of payment; Art. 15 Compensation; Art. 16 Protection of the trademark. Models or drawings or know-how provided by the Purchasing Company and/or other companies of the MAN Group; Art. 21 Civil liability; Art. 23 Force majeure; Art. 25 Early termination; Art. 28 Applicable law. Jurisdiction; Art. 29. Audit.

Place _____ data _____

(Stamp and signature of the Supplier)