

# MAN Group

# General Terms and Conditions of Purchase MAN General Procurement Division, for Blanket Purchase Orders (Version: 06/2018)



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### **1** Definition

The blanket purchase order requires the contracting party to perform services ordered via individual call-off orders in accordance with the conditions defined in the blanket purchase order.

### 2 Term

The term of the blanket purchase order shall cover the period specified in the blanket purchase order letter, and shall begin at the time specified therein.

If no term is defined in the blanket purchase order letter and none can be derived from other agreements between the parties, the term shall be 12 months. If the start date of the term is not specified in the blanket purchase order letter and cannot be derived from other agreements between the parties, the term shall begin upon receipt by the contracting party of the order letter.

### 3 Individual call-off orders

#### 3.1

Services listed in the blanket purchase order shall generally be ordered as separate, individual call-off orders. The only exceptions to this rule shall be in cases where, due to its intrinsic nature, the service is not suited to being ordered in an individual call-off order. The provisions of the blanket purchase order shall also apply to all individual call-off orders.

### 3.2

For the entire term of the blanket purchase order, the contracting party shall not be entitled to the use of individual call-off orders.

### 3.3

Insofar as the blanket purchase order letter includes a limit on the value of orders or such a restriction arises as the result of other agreements between the parties, the contracting party shall be obliged to inform General Procurement in good time before said limit is exceeded. Deliveries must be cancelled at the very latest when the order limit is reached; the contracting party is then forbidden from performing further deliveries until the General Procurement Division declares or approves an increase to the order limit.

### 4 Performance at own facilities

The contracting party shall be obliged to perform all the work at their own facilities and using their own employees. No further contractors may be used by the contracting party without prior consent from MAN; this shall apply in particular to the use of sub-contractors.

### 5 Invoice/delivery note

### 5.1

Each individual call-off order must be invoiced separately.

### 5.2

Each invoice and, where applicable, delivery note must contain the following information:

- Call-off number
- Purchase order number
- Order item number
- Supplier number
- Order quantity and unit
- Designation of goods/services
- Unloading point and plant

30/10/2020 | BA | Cl. 2.3 - E + 15 years, max. 99 years | public

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MAN account assignment

MAN inventory number

Information may only be excluded in cases where its inclusion would contradict the intrinsic nature of the service in question.

#### 5.3

If a freight note is required, this must include the contracting party's delivery note number, the MAN purchase order number, the unloading point and the MAN inventory number.