



**MAN General Terms and Conditions of Purchase
for Advertising Agency Services,
General Procurement Division (version: 01/06/2018)**



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1 Validity of the contractual conditions/contractual elements

1.1

These conditions shall supplement:

- The MAN General Terms and Conditions of Purchase, General Procurement Division.

1.2

The contractual elements shall appear in the following order, as far as available and not otherwise agreed:

1.2.1

- The MAN order letter

1.2.2

- The minutes of negotiation meetings in chronological order

1.2.3

- These Terms and Conditions of Purchase

1.2.4

- The MAN General Terms and Conditions of Purchase, General Procurement Division

1.2.5

- The MAN operational resources specifications

1.2.6

- The service request or service description (with particular, but not exclusive reference to the specifications) issued by MAN

1.2.7

- The relevant generally recognised technological guidelines, particularly the relevant DIN standards.

2 Regulations relating to service provision

2.1

MAN's written briefing shall form the basis of the contracting party's service provision. Should the briefing be given verbally in exceptional cases, the corresponding call report shall become a binding work document.

2.2

The contracting party shall pass on call reports to MAN within three working days of each discussion. The said reports shall prove binding as regards further activities associated with the projects, insofar as MAN does not reject these within an additional seven working days for want of overriding specifications.

2.3

The contracting party shall provide MAN with corresponding written cost estimates prior to commencing any cost-generating work.

2.4

In principle, the contracting party shall provide its services at its own premises, with the aid of specific staff members employed by the contracting party as specified in the agreements.

The contracting party shall commission services to be performed by third parties in accordance with these terms and conditions and with MAN's permission to the said third parties in its own name and on its own account.



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2.5

The contracting party shall take overall responsibility for the legal safeguarding of the advertising measures that are planned and executed with its cooperation.

The contracting party shall be obliged to execute the services assigned to it with due commercial care, diligence and expertise to the best of its knowledge, and in accordance with generally recognised advertising principles.

The contracting party shall be obliged to inform MAN in a timely manner of any risks recognisable to a diligent advertising specialist.

3 Usage and application rights, third-party rights

3.1

MAN shall be entitled to the comprehensive usage and application rights, including the right to amend all the works completed by the contracting party, this in an unlimited manner as regards location and time, insofar as the transfer of these rights is possible in accordance with German law or the actual circumstances and in the event that or the actual circumstances and in the event that it has fulfilled all of its obligations arising from the order. The contracting party shall be obliged to transfer the said rights in accordance with the aforementioned conditions.

3.2

In the event that the contracting party makes use of third parties in order to fulfil its service obligations to MAN, it shall be obliged to acquire the full extent of their usage and application rights, including the right to amend, and to transfer these undiminished to MAN.

3.3

The usage options granted in accordance with Sections 3.1 and 3.2 above shall apply to all media.

3.4

Insofar as limitations pertaining to the usage and application rights, including the right to amend, shall exist in relation to individual services performed by the contracting party, the latter shall inform MAN of this in a punctual manner prior to the commencement of cost-generating services, and list all possible resultant additional costs separately in the cost estimate referred to Section 2.3 of these terms and conditions.

3.5

The contracting party may only claim an additional usage fee for MAN's altered, extended or revised use of the contracting party's services insofar as this has been agreed separately between the parties.

3.6

The contracting party shall guarantee that any third-party rights arising from and in connection with its order-related services shall not be violated. The contracting party shall be obliged to indemnify MAN from any third-party claims which could be made against it in conjunction with the contracting party's activities. In the event that third-party rights arising from and in conjunction with the contracting party's order-related services are asserted, the contracting party shall be obliged to obtain the agreement of all parties with legal rights.

The contracting party shall only be entitled to agree a separate fee for the procurement of the legal right holders' agreement if the additional costs, which would result for MAN from this undertaking, are listed separately in the cost estimate referred to in Section 2.3. This shall not apply in the event that the contracting party is unaware of the existence of conflicting third-party rights and does not become aware until a later date through no fault of its own. In this case, the contracting party shall be obliged to inform MAN of these conflicting third-party rights in a punctual manner prior to the execution of any further services, and to await MAN's decision in this regard.



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3.7

The contracting party shall bear the risks associated with the legal validity of advertising measures. This shall apply in particular to those measures, which could violate copyright or competition regulations and other relevant laws.

This notwithstanding, the contracting party shall be obliged to inform MAN without delay in the event that it becomes aware of the risk of any such breaches.

The contracting party shall not be liable for those advertising contents, which relate to statements about MAN services and products or the ideas and designs provided by MAN. However, in these cases, the contracting party shall be obliged to inform MAN in a timely manner of any associated risks recognisable to a diligent advertising specialist.

4 Documentation

The contracting party shall be obliged to keep all documentation (final drawings, copies of films, audio tapes, proofs, etc.) for two years and then to place these at MAN's disposal free of charge.