

GENERAL TERMS AND CONDITIONS OF PURCHASING GOODS AND SERVICES FOR
MAN COMPANIES IN POLAND:

MAN Bus Sp. z o.o.
MAN Trucks Sp. z o.o.
MAN Shared Services Sp. z o.o.

As at 01.07.2020

TABLE OF CONTENTS	1
DEFINITIONS	2
SCOPE OF APPLICABILITY	3
GOVERNING LAW	3
REQUESTS FOR PROPOSAL AND PROPOSALS	4
SPECIFIC OBLIGATIONS OF THE VENDOR/SERVICE PROVIDER IN PREPARATION OF THE PROPOSAL	5
CONTRACT'S CONCLUSION	5
INVOICES; TERMS OF PAYMENT	6
LEGAL COMPLIANCE	6
COOPERATION OBLIGATION; CONTRACT'S PERFORMANCE	7
COOPERATION ON THE PART OF MAN	8
DIFFICULTIES AND IMPEDIMENTS	9
ASSIGNMENT OF CLAIMS	9
WITHHOLDING CONSIDERATION, SET-OFF	9
UNFAIR COMPETITION, LIABILITY OF COLLECTIVE ENTITIES	9
COPYRIGHT AND INDUSTRIAL PROPERTY RIGHTS, CONFIDENTIALITY, ADVERTISING	11
OTHER OBLIGATIONS OF THE VENDOR/SERVICE PROVIDER	12
MAN'S VERIFICATION	17
PRODUCTION OF GOODS; REPORTING CHANGES	18
TOOLS	18
PERFORMANCE	18
PASSAGE OF RISK	19
DATES; DEFAULT	19
VENDOR'S LIABILITY FOR DEFECTIVE GOODS / SERVICE PROVIDER'S LIABILITY FOR IMPROPER PERFORMANCE OF SERVICES	20
LIABILITY / THIRD-PARTY LIABILITY INSURANCE / SECURITY MEASURES	21
PERSONAL DATA PROTECTION	22
FINAL PROVISIONS	22
SEVERABILITY	22
VENUE OF PERFORMANCE, JURISDICTION	22
SOBRIETY, SMOKING BAN, THEFT	29
REACH	30
1 Definitions	

Any reference made in these general conditions of purchasing goods and services by MAN plants in Poland (MAN Bus Sp. z o.o., MAN Trucks Sp. z o.o., MAN Shared Services Center sp. z o.o.), hereinafter abbreviated as: MAN, to the below terms, shall mean as follows:

1.1 Terms and Conditions

The terms and conditions shall mean these general terms and conditions of purchasing goods and providing services by/for MAN.

1.2 Goods

The goods shall mean any movables as well as any and all forms of energy, water and vapor.

1.3 Services

The services shall mean any transport, assembly, disassembly, waste and waste water collection and real estate management services as well as any other services, including servicing and maintenance of machinery and devices, rendered for MAN and activities performed under a mandate contract.

1.4 Purchase of goods

The purchase of goods shall mean sale, delivery or another contract whereunder MAN acquires ownership of goods, with the exception of contracts for services, contracts for construction works and contracts for design, production and supply of devices. The term contract also includes a contract awarded through procurement procedure.

1.5 Vendor

The vendor shall mean an entity, including a business owner within the meaning of art. 431 of the Polish Civil Code, making an offer to enter into a contract or an entity receiving a request for proposal or a purchase order from MAN.

1.6 Written form

Written form shall mean written form within the meaning of art. 78 of the Polish Civil Code, save as otherwise stipulated herein.

A declaration of intent made by MAN or the Vendor/Service Provider using telefax or electronic mail is equivalent to a declaration of intent made in writing.

1.7 Request for proposal

A request for proposal is an invitation to bid sent to the Vendor by MAN in a tender held by MAN.

1.8 Contract for Services

A Contract for Services shall mean a contract whereunder the Service Provider provides the Services to MAN. The term contract also includes an order.

1.9 Service Provider

A Service Provider shall mean an entity also including a business owner within the meaning of art. 431 of the Polish Civil Code, who makes an offer to enter into a contract or who receives a request for proposal or a purchase order from MAN.

2 Scope of applicability

These Terms and Conditions shall apply to all contracts for purchase of goods, provision of services, as well as to activities related to or preceding the conclusion thereof. These Terms and Conditions shall also apply to preparation and submission of proposals by the Vendor/Service Provider in response to a request for proposal. Also, the General Terms and Conditions of Purchase Contracts shall apply to specific contracts for purchase of goods, devices, contracts for construction services, contracts for a specific task, mandate contracts, lease contracts, real estate management contracts and framework agreements, for which contracts they were designed.

(Allgemeine Einkaufsbedingungen MAN Bereich Allgemien für:

- *Den Kauf von Warenanlagen und Bauleistungen sowie Besondere Einkaufsbedingungen Werk, Dienst, Miete, Geschäftsbesorgung- und ähnliche Verträge*
- *Rahmenbestellungen)*

2.1 Applicable version

Unless agreed otherwise, the Terms and Conditions shall apply as amended from time to time. The current version of the Terms and Conditions shall be made available to the Vendor/Service Provider prior to conclusion of a contract and will be available in an electronic form at all times at:

https://vwgroupsupply.com/one-kbp-pub/de/kbp_public/information/procurement_conditions_new/man_truck_bus_ag.html).

2.2 Standard Contracts of the Vendor and the Service Provider

Save as MAN and the Vendor or the Service Provider agree otherwise in writing, any standard contracts of the Vendor or the Service Provider shall not apply.

Nor shall the standard contracts of the Vendor or the Service Provider apply if MAN fails to expressly object their admissibility. Acceptance of goods or services by MAN without an express reservation or payment for goods and services by MAN without objection shall in no circumstances mean acceptance of the Vendor's standard contracts.

2.3 Prevalence of contractual provisions

In the event of discrepancies between the provisions of a contract concluded between MAN and the Vendor or the Service Provider and these Terms and Conditions, the contractual provisions shall prevail.

2.4

In the event of discrepancies between annexes to a contract, the annexes with higher numbers, following the order indicated in clause 2.5 hereof, shall prevail. If the annexes to a contract are not numbered or are at the same place in the order indicated in clause 2.6 hereof, the most recent annexes shall prevail.

2.5

For the purposes of interpretation of a contract concluded between MAN and the Vendor or the Service Provider, the following priority order of the documents constituting parts of a contract is hereby established:

Contract/order made by MAN,

Protocol from negotiations between MAN and the Vendor/Service Provider, with the priority given to the protocol most recent to the date of the contract's conclusion,

these Terms and Conditions,

MAN's request for proposal,

Technical conditions and quality standards defined for the Goods.

3 Governing law

The Polish law shall apply to all contracts covered by these Terms and Conditions, unless expressly agreed otherwise.

The rules of private international law and the United Nations Convention on the international sale of goods as well as the Convention on the limitation period in the international sale of goods shall not apply.

4 Requests for proposal and proposals

Any requests for proposal made by MAN shall be binding only if submitted in writing.

4.1

If MAN encloses a proposal form applied by MAN to a request for proposal, the Vendor/Service Provider shall be obliged to submit a proposal using such a form.

4.2

The proposals shall be drafted in the Polish, English or German language.

The proposal must be complete and must include all information necessary to assess if the Goods offered by the Vendor or the Services offered by the Service Provider meet the criteria specified in the request for proposal.

In case of proposals submitted using a proposal form applied by MAN, the Vendor/Service Provider shall be obliged to include all information required by MAN in the proposal.

Together with a proposal, the Vendor/Service Provider shall submit a written statement on acknowledgment and acceptance of these Terms and Conditions.

4.3

If MAN clearly defines the criteria for the Goods or the Services in a request for proposal, the Vendor or the Service Provider shall be obliged to indicate any discrepancies between the criteria defined in the request for proposal by MAN and the proposal submitted as well as reasons for such departure from the criteria or conditions specified by MAN.

A list of such discrepancies shall be attached to the proposal submitted by the Vendor or the Service Provider.

4.4

A reply to a request for proposal as well as proposals and annexes to such replies or proposals submitted by the Vendor/Service Provider shall be provided to MAN free of charge.

MAN may at any time call on the Vendor/Service Provider to submit, free of charge, further information or documents concerning the Goods/Services being the subject of the proposal.

4.5

The proposal shall expressly specify the currency and the price.

The price specified in the contract is fixed and not subject to any changes.

All prices are net prices, exclusive of value added tax according to the applicable laws, unless expressly provided otherwise.

Unless stipulated otherwise, the prices specified in the proposal shall also include the costs of

loading, transport, dispatch, packaging, insurance, unloading until the goods are released to MAN at MAN's registered office or MAN's plant indicated in the request for proposal, as well as the costs of necessary documentation.

In the case of the Service – unless stipulated otherwise - the prices specified in the proposal shall also include the costs of material(s), equipment, loading, transport, dispatch, packaging, insurance, unloading, assembly of things used by the Service Provider to provide the Services as well as the costs of travel and accommodation of persons necessary for the performance of the Services until the final acceptance of the Services at MAN's registered office or MAN's plant indicated in the request for proposal, and the costs of documentation and training. Save as agreed otherwise, all prices indicated in the proposal are lump sums including all works, materials and operations necessary to perform the purpose of the contract according to the wording thereof, even if individual works, materials or operations are not expressly listed.

4.6

The proposals must be sent to the address indicated in the request for proposal together with the number of the request and the number of the proposal.

4.7

The requests for proposal made by MAN shall cease to be binding if the Vendor/Service Provider fails to submit its proposal within two weeks following the receipt of the request for proposal, unless a different date is specified in the request for proposal. If MAN fails to submit a declaration of acceptance of the Vendor's/Service Provider's proposal in the form of a contract, the proposal shall be deemed unsuccessful.

5 Specific obligations of the Vendor/Service Provider in preparation of the proposal

5.1

The Vendor/Service Provider shall be obliged to check the completeness and consistency of documents received from MAN in connection with the request for proposal, immediately upon the receipt of such documents from MAN. Any missing documents and information shall be reported by the Vendor/Service Provider in writing to the MAN unit, which sent the request for proposal, not later than within 3 business days after receipt of the request for proposal.

5.2

The Vendor/Service Provider shall be obliged to prepare the proposal subject to the applicable laws covering all deliveries and performances necessary for due performance of a contract and provision of services, in compliance with good practices and the best technology available, ensuring the highest possible quality and safety standards and achievement of the desired economic effect by MAN.

5.3

Save as agreed otherwise, MAN provides for a possibility to submit variants or alternatives departing from the terms and conditions defined in the request for proposal. If, however, a variant or an alternative is submitted, it must be expressly defined as such.

5.3.1

Variants or alternatives submitted by the Vendor/Service Provider must be designated in a clear and unambiguous way as departing from the terms and conditions set out in the request. When submitting a variant or an alternative, the Vendor shall be obliged to retain the structure and

layout (including numbers of individual sections) as defined for a proposal in the request for proposal. If it is impossible to retain the structure and layout defined for a proposal in the request for proposal due to the content of a variant or an alternative, the Vendor/Service Provider shall be obliged to explicitly indicate all differences in this scope in the submitted proposal.

5.3.2

Submission of a variant or an alternative by the Vendor shall be understood as the Vendor's/Service Provider's warranty that the submitted variant or alternative is equivalent to the proposal submitted in line with MAN's request for proposal in a legal, technical and timeline sense.

5.3.3

In the event any modifications are made in MAN's documentation provided to the Vendor/Service Provider, the Vendor/Service Provider shall be obliged to guarantee to MAN's representatives and possibly to the representatives of entities who prepared such documentation for MAN their participation in all works related to the modifications of such documentation. The Vendor/Service Provider shall bear all costs of participation of the above persons in the works related to the modification of the documentation.

6 Contract's conclusion

6.1

The Contract for Purchase of Goods/Contract for Services shall be concluded in writing. The Vendor/Supplier/Economic Operator may carry out works under the contract through subcontractors and/or other persons acting on their behalf, upon prior written consent of MAN, under pain of nullity. The consent to the participation of subcontractors shall not affect the scope of the Vendor's/Supplier's/Economic Operator's liability for performance of the contract through third parties. The Vendor/Supplier/Economic Operator shall be liable for acts and omissions of their subcontractors as for their own acts or omissions. The Vendor/Supplier/Economic Operator shall be fully liable for damage caused by their subcontractors during the contract's performance. If payment is made directly to the subcontractor, MAN has the right to claim from the Vendor/Supplier/Economic Operator full refund (recourse) of the amount paid by MAN for works carried out by the subcontractors.

6.2

Contract for Purchase of Goods/Contract for Services shall be deemed to be concluded upon its delivery by MAN. Delivery may also take place through electronic mail.

6.3

Contracts submitted by MAN's Procurement Department through electronic mail do not require a signature.

6.4

In the event the negotiations are completed with a protocol, each Party shall sign a negotiations protocol.

6.5

The Vendor/Supplier/Economic Operator shall guarantee that the subject of the contract will be performed (and, if applicable, supplied/ass⁶embled/installed) in accordance with the laws

applicable in Poland, including OHS and fire protection regulations, UDT (technical supervision office)/PED/ TDT (transport technical supervision) /ATEX provisions as well as the standards applicable in the European Union.

7 Invoices; terms of payment

7.1

The invoice for the purchase of Goods/Services shall be sent by the Vendor/Service Provider respectively to the address indicated in the contract sent by MAN. The invoice must include a tax identification number (NIP) or another corresponding identification number of the Vendor, identification number of the Vendor/Service Provider assigned by MAN, contract's number and date, further information agreed by MAN and the Vendor/Service Provider (e.g. a point of unloading, a waybill's number and date, quantity and identification numbers of the Goods with an index or a place of service performance) as well as the price of the Goods or remuneration for the Services rendered agreed upon in the contract, with value added tax shown separately.

7.2

Save as agreed otherwise, the payment shall be made within 30 days from the receipt of an invoice. As per the contract, an invoice shall be issued upon delivery of goods or provision of the Services by the Service Provider in line with the contract, confirmed with a final acceptance protocol. In the event of an incorrectly issued invoice, the Vendor/Service Provider shall issue a relevant correction invoice or a correcting note to MAN at MAN's request. Upon receipt and acceptance of deliveries or the Services prior to the scheduled date, a payment date shall be as scheduled for the delivery of Goods or as otherwise scheduled for the provision of Services.

7.2.1

The Service Provider shall issue invoices for each settlement period agreed upon in the Contract for Services. If not agreed upon in the Contract for Services, it is assumed that a settlement period is a calendar month. An invoice may not be issued later than 7 business days after the adopted settlement period.

7.2.2

The Service Provider shall enclose all documents necessary for settlement to an invoice. In case of contracts covering other services than only delivery or purchase, e.g., assembly, start-up, the basis for issue of a VAT invoice for a contract by the Vendor/Supplier/Economic Operator shall be a final acceptance protocol and a written subcontractor's declaration of lack of outstanding balances for works subcontracted by the Vendor/ Supplier/Economic Operator. MAN has the right to withhold payments for the Vendor/ Supplier/Economic Operator if – with respect to transactions subject to the Polish VAT and upon payment – the account of the Supplier/Economic Operator does not appear on the so called "White List of VAT payers".

7.3

If the Parties agreed on the payment schedule, MAN shall make payments in accordance with such a schedule. The payments shall be made on the 5th, 15th and 25th of each month.

7.4

In the event of the improper performance of a contract by the Vendor/Service Provider, MAN shall be entitled to withhold payments or a⁷ relevant part thereof until the contract is properly

performed.

7.5

Payment of the agreed price of the Goods or Services shall be made to a bank account. If in the course of the cooperation between MAN and the Vendor/Service Provider a bank or a bank account number changes, a new bank name or an account number shall be notified by the Vendor/Service Provider in a separate letter. The Vendor/Service Provider shall notify of each change of a bank or an account number immediately, not later however than within 3 business days. The letters notifying of a change of a bank or an account number shall be signed by persons authorized to represent the Vendor/Service Provider and contain details of an authorized contact person. The information referred to in the previous sentences shall be sent by the Vendor/Service Provider via a registered mail or in the form of an annex to an electronic mail in the form allowing the retrieval of the original document. Failure to provide information by the Vendor/Service Provider shall release MAN from liability for the correctness of bank transfers. The date of payment shall be the day of debiting MAN's bank account.

8 Legal compliance

In performance of the Contract for Purchase of Goods/Contract for Services, the Vendor/Service Provider respectively shall be obliged to observe laws and regulations of competent bodies. This obligation concerns in particular the design, construction or manufacture, transport and assembly of Goods, performance of the Services in such a way so that they comply with all safety requirements and quality standards, without breaching occupational health and safety and environmental protection regulations and third-party rights and so that the Services comply with all safety requirements and quality standards without breaching occupational health and safety and environmental protection regulations and third-party rights. The Vendor/Service Provider shall be fully liable for all penalties or personal losses and property damage resulting from breaching such regulations and standards.

8.1

The Vendor/Supplier/Economic Operator guarantees that the subject of the contract does not pose a threat to safety, health and environment.

8.2

All elements/parts used to perform the subject of the contract must hold approvals, permits, declarations of conformity (certificate, technical approval, material approvals) required by the applicable regulations and standards and must be new and fully operational.

8.3

The Vendor/Supplier/Economic Operator shall be liable for the quality of supplied materials, performed works and, if applicable, for compliance with design documentation, technical and architect's supervision recommendations, applicable technical works performance requirements, e.g., concerning the assembly, construction.

8.4

If the contract requires preparation of documentation or a project, then the Vendor/Supplier/Economic Operator shall be fully liable for all errors in such documentation or a project, especially those requiring additional works. In particular, the Vendor/Supplier/Economic Operator shall bear the costs of performance of such additional works, calculated based on the invoices for such works, plus additional costs⁸ of 15% of said works' value as costs of organization of

additional works directly by MAN.

9 Cooperation obligation; contract's performance

9.1

The Vendor/Service Provider shall be obliged to inform MAN, immediately and on an ongoing basis, about any material issues concerning the purchase of Goods/performance of the Contract for Services and to ensure the participation of their duly authorized representative in all negotiations concerning the performance of the Contract for Purchase of Goods/Contract for Services. In the event of the Contract for Services they shall be obliged to ensure the participation of their duly authorized representative in all negotiations concerning the performance thereof. This representative shall be authorized to make necessary decisions and give instructions to other persons acting on behalf of the Service Provider in the performance of this contract.

9.2

In connection with the performance of the Contract for Purchase of Goods/Contract for Services, the Vendor/Service Provider respectively shall be obliged to take account of and respect all rights of MAN as well as rules and regulations applicable at MAN's plant. In particular, they shall be obliged to provide appropriate instructions to all persons acting on their behalf in performance of the Contract to secure due performance of the Contract for Purchase of Goods/Contract for Services.

9.3

The Vendor/Service Provider shall be obliged to organize all procedures related to the performance of the Contract for Purchase of Goods/Contract for Services in such a way so as not to hinder current activities of MAN.

9.4

MAN reserves the right to object to entrusting the obligations referred to in clause 9.1 hereof to a given person or to revoke such a person from this function.

9.5

In case of changes to dates of completion of individual milestones of the Contract for Purchase of Goods/Contract for Services or the final contract completion date, the Parties shall agree on new dates of fulfilment of obligations arising from the contract; this shall not affect MAN's right to seek redress of damage resulting from failure to meet the dates by the Vendor/Service Provider.

9.6

If the Services are provided in cooperation with more than one Service Provider, each service provider shall be obliged to take all measures to ensure that other service providers are able to provide the Services in a timely and due manner. Any disputes and difficulties in this respect shall be immediately notified to the Professional Department at MAN. In this case, MAN has the right to solely decide on the manner of the Services' provision in the future.

9.7

MAN shall not be liable towards the Service Provider for difficulties and impediments caused by other counterparties acting for MAN.

9.8

Any difficulties and impediments concerning due performance of the Contract for Services shall be immediately notified by the Service Provider to the Procurement Department at MAN in a form of a written communication/document. If no difficulties or impediments are notified, the Service Provider shall not be entitled to raise any claims ensuing from such difficulties or impediments.

10 Cooperation on the part of MAN

10.1

MAN has the right to continuously supervise the manner in which the Contract for Purchase of Goods is performed. MAN has the right to continuously supervise the manner in which the Contract for Services is performed by the Service Provider or its subcontractors. MAN exercises the above right through the authorized persons who are allowed on the premises of the Service Provider or its subcontractors subject to the applicable legal regulations.

10.2

Upon MAN's request, the Service Provider shall be obliged to submit a report on the provision of the Services to MAN. The wording, the date and the manner of the report's submission shall be defined by MAN in a call for submission.

10.3

If in the course of the Contract for Services MAN supplies the Service Provider, on its own or through third parties, with materials, raw materials or devices or provides specified services, the Service Provider shall be obliged to run, at its own risk, a thorough quality inspection of such material(s), raw materials, devices or services and immediately notify MAN, in writing, of any detected faults and defects, and especially such faults and defects that may impede or prevent proper performance of the contract.

10.4

The Service Provider shall be obliged to store the materials supplied by MAN in proper conditions guaranteeing that the properties of such materials are preserved and that the Services are duly performed. The Service Provider shall not be entitled to any additional remuneration for the above storage.

10.5

The materials supplied to the Service Provider by MAN should be stored separately from other material(s) of the Service Provider. Such materials should also be designated as MAN's property in a durable and visible manner. Removal of the material(s) from the agreed place of storage may not take place without prior written consent of MAN, unless their removal is necessary for the performance of the Services or to prevent their destruction or damage.

10.6

The Service Provider shall be fully liable for materials supplied by MAN to the market value of such material(s). The Service Provider shall also be obliged to insure the received material(s) against fire, floor and theft as well as other damage.

10.7

The Service Provider should perform the Contract for Services using its own resources. A part of or the entire contract may be performed by a subcontractor. Performance of a part of or the entire contract by a subcontractor shall not release the Service Provider from liability for the contract's performance.

10.8

The Service Provider shall be fully liable for acts of subcontractors and it shall be obliged to verify if the subcontractors comply with legal regulations, in particular with respect to labor law and product safety.

11 Difficulties and impediments

Any difficulties and impediments concerning the proper performance of the Contract for Purchase of Goods/Contract for Services shall be immediately notified in writing by the Vendor/Service Provider respectively to the Procurement Department at MAN. If no difficulties or impediments are notified, the Vendor shall not be entitled to raise any claims ensuing from such difficulties or impediments.

12 Assignment of claims

The Vendor/Service Provider may neither, without prior written consent of MAN, assign to a third party any claims they hold against MAN under the Contract for Purchase of Goods/Contract for Services nor authorize third parties to pursue such claims.

13. Withholding consideration. Set-off

13.1

Any limitations on MAN's right to withhold consideration to the Vendor/Service Provider or limitations on MAN's right to set off its claims with the Vendor's/Service Provider's claims shall be ineffective towards MAN.

13.2

The Vendor hereby entitles MAN to set off any of its claims against the Vendor/Service Provider, including contractual claims, with any claims held by the Vendor/Service Provider against MAN.

14 Unfair competition. Liability of collective entities.

14.1

The Vendor/Service Provider shall be obliged to ensure that their employees or other persons acting to their benefit on the basis of other legal relationships do not perform any acts detrimental to MAN as specified in section 2 of the Act of 16 April 1993 on Combating Unfair Competition (Polish Journal of Laws of 2003, no. 153 item 1503 as later amended).

14.2

In performance of the Contract for Purchase of Goods/Contract for Services, the Vendor/Service Provider shall be obliged:

- not to infringe by their conduct (act, tolerance or omission) the applicable legal regulations. This also applies to employees, representatives of the Vendor/Service Provider and other persons acting on their behalf or to their benefit and refers especially to such conduct that may lead to committing offences specified in art.¹16 of the Act of 28 October 2002 on the Liability of

Collective Entities for Acts Prohibited under Penalty (Polish Journal of Laws of 2002, no. 197, item 1661 as amended). This includes, in particular but not exclusively, such prohibited acts as, *inter alia*, abuse of trust, capital fraud, obstruction of claim assertion, money laundering, maintaining inaccurate accounts, obstruction of tender procedure, bribery and influence peddling, fraud, forgery of documents, attestation of an untruth, the use of the attestation of an untruth, computer sabotage, tax offences concerning tax obligations and settlement of donations and subsidies, tax offences concerning customs duties and rules of foreign trade in goods and services, shipping hazardous waste abroad against the applicable legal regulations, violation of trade secrets, product copying, counterfeiting, falsification of value marks;

- to take all possible measures to protect MAN's reputation and to avoid any acts or omissions that may lead to tarnishing MAN's reputation;
- to act within the scope of the entrusted tasks (as well as granted powers of attorney and other authorizations). Any departure from the scope of the entrusted tasks (or granted powers of attorney or other authorizations) is allowed only upon prior written consent of MAN;
- to directly inform MAN's Management Board or a person designated by MAN's Management Board in writing about each fact it took knowledge of if such a fact may infringe upon or threaten MAN's interests in any manner. This applies, in particular, to information about any prohibited acts which may be committed in performance of obligations entrusted by MAN.

14.3

Upon each request of MAN, the Vendor/Service Provider shall be obliged to return any letters and documents certifying or confirming its authorization or the authorization of other persons to act on behalf of MAN. The request to return a document shall mean that a given authorization is revoked, unless otherwise stipulated in the request. The document shall be returned not later than upon the completion of actions defined therein, unless the original document was submitted to a competent administrative body or a court. In this case, the official confirmation of submission of the original document shall be presented.

14.4

The Vendor/Service Provider may grant further powers of attorney only if allowed to in the power of attorney. Granting of further powers of attorney must be notified to the Legal Department at MAN in writing.

14.5

The Parties mutually and expressly agree that any infringement of the abovementioned rules and obligations may be treated as the grounds for the Vendor's/Service Provider's liability towards MAN. The Vendor/Service Provider is aware that the infringement of such rules may constitute the grounds for termination of the contract (or other legal relationship) with MAN. MAN reserves the right to seek compensation on general principles for infringement of rules or obligations specified herein.

15 Copyright and industrial property right; confidentiality; advertising

15.1

MAN (or MAN's shareholder) shall hold all rights, including intellectual property rights, to all drawings, sketches, calculations and other documents as well as models and designs provided to the Vendor/Service Provider in connection with the conclusion of the contract. Such items may not be made available to third parties without prior written consent of MAN. The Vendor/Service Provider may use them only to perform the contract concluded with MAN and

after the performance thereof they must be immediately returned to MAN without a separate call from MAN.

15.2

Company logos and trademarks as well as numbers of MAN's parts must be placed on the Goods if so stipulated in the documents provided by MAN in connection with the performance of the contract or if MAN instructs the Vendor to do so. The Goods designated in this manner may be provided to MAN only. In the event of justified return of the Goods bearing a company logo or a trademark or a number of MAN's part, the Vendor shall take any measures to ensure that the Goods are not used unless MAN instructs the Vendor otherwise.

15.2.1

The Service Provider may place company logos and trademarks of MAN and other equity linked entities, especially MAN's shareholder, on items and products produced by it under the Contract for Services if the authorization results clearly from the documents provided by MAN in relation to the performance of the contract or if MAN instructs the Service Provider to do so. The items or products designated in this manner may be provided exclusively to MAN. In the event of justified return of items or products bearing a company logo or a trademark or a number of MAN's part, the Service Provider shall take any measures to ensure that the items or products are not used unless MAN instructs the Service Provider otherwise.

15.3

The Vendor/Service Provider shall be obliged to treat all information, documents and other items provided to the Vendor/Service Provider by MAN in connection with the preparation of the proposal, conclusion and performance of the contract as MAN's company secret within the meaning of art. 11 (4) of the Act of 16 April 1993 on Combating Unfair Competition (Polish Journal of Laws of 2003, no. 153, item 211 as amended). The confidentiality obligation continues to apply after the completion of the contract by the Vendor, unless the information, documents and other items constituting MAN's company secret are publicly available or known.

15.4

The Vendor/Service Provider shall also be obliged to keep confidential the fact of entering into the contract with MAN, unless this fact must be disclosed to persons authorized to obtain such information under a statute pursuant to the mandatory legal regulations. Disclosing the information on cooperation with MAN by the Vendor/Service Provider for advertising purposes shall take place only upon prior written consent of MAN. The consent shall be granted by MAN only for the purposes of a specific advertising campaign described by the Vendor/Service Provider in a request addressed to MAN.

15.5

According to art. 11 (4) of the Act of 30 June 2000 the Industrial Property Law, the Parties decide that the right to a patent for an invention or the right of protection for a utility model as well as the right in registration of an industrial design concerning the inventions and models/designs created in connection with or during the performance of the Contract for Purchase of Goods/Contract for Services shall be granted exclusively to MAN. The Vendor/Service Provider shall be obliged to enter relevant provisions in this regard in contracts concluded with employees or other persons involved in the performance of the Contract for Purchase of Goods/Contract for Services. ⁻¹³⁻

15.6

The Vendor/Service Provider shall be obliged to provide MAN with complete documentation related to models/designs and inventions referred to in clause 15.5 hereof.

15.7

The Vendor/Service Provider shall be obliged to immediately transfer to MAN all copyright as far as said copyright relates to works created in connection with the performance of the Contract for Purchase of Goods/Contract for Services.

15.8

If in performance of the Contract for Purchase of Goods/Contract for Services, the Vendor/Service Provider respectively uses items or programs protected by copyright or industrial property right held by third persons, they shall be obliged to make every effort so as to prevent the breach of such rights. The Vendor/Service Provider shall be fully liable for compensation claims or other claims raised by entitled third persons for breach of their rights.

15.9

A breach of clauses 15.1-15.8 hereof by the Vendor/Service Provider shall be considered a material breach of the contract between the Vendor/Service Provider and MAN, which substantiates immediate termination thereof by MAN.

15.10

If due to a breach of third-party rights indicated in clause 15.8 hereof by the Vendor/Service Provider, an entitled third party calls on MAN to cease using the Goods, the Vendor shall be obliged to remedy that breach and the effects thereof at its own cost and to return to MAN the fee received for the Goods with penalty interest of 10% p.a. The above does not preclude MAN's right to seek compensation in excess of this amount and to raise other claims to redress or mitigate losses caused by the Vendor's breach of third-party rights. In the event of the Service, the Service Provider shall be obliged to redress the occurred loss.

15.11

All production resources created by the Vendor/Service Provider based on data or documents provided by MAN, e.g., swages, molds, matrices, models, designs, tools, forms, welding templates, programs, etc. may be used by the Vendor/Service Provider only to perform contracts placed by MAN. The Vendor/Service Provider may not use such production resources for its own purposes or make them available or offer them to third parties.

15.12

The entire technical documentation (drawings, plans, calculations, lists of spare parts, programs, etc.) which is or may be necessary especially for the purposes of assembly, service, operation, repair, production or purchase of spare parts and for the purpose of obtaining permits required by the law, will be provided to MAN by the Vendor/Service Provider in due time in the number of copies and form required by MAN. Said documentation, however, may not be submitted later than within a time limit agreed upon in the contract.

16 Other obligations of the Vendor/Service Provider

16.1

The Vendor shall be obliged to carry out the quality inspection of the Goods before they are supplied to MAN. The Vendor shall be especially obliged to check if the Goods have the agreed properties and may be used as specified in the contract or as intended for the Goods of this kind. The scope and content of the quality inspection carried out by the Vendor may be defined in the contract concluded by the Parties. The Vendor shall be obliged to carry out the quality inspection in line with the kind and purpose of the Goods and the best available knowledge of the Goods' technical properties.

16.1.1

Save as otherwise stipulated in the Contract for Services, immediately after conclusion thereof, the Service Provider shall receive documentation necessary for its proper performance. The Service Provider shall be obliged to verify completeness and accuracy of documents provided to it by MAN in connection with the conclusion of the Contract for Services. Any lacks or errors shall be immediately notified by the Service Provider to MAN and, in agreement with MAN, appropriately completed or changed by the Service Provider.

16.1.2

The Service Provider shall be obliged to carry out the ongoing quality inspection of the Services performed.

16.2

The Vendor/Service Provider should apply and improve or update the quality assurance system corresponding to the latest state of technical knowledge, relevant for the properties and the kind of the Goods supplied by the Vendor/Services rendered by the Service Provider.

16.3

With respect to the components of devices or motor vehicles that are specifically defined in technical documentation or in separate agreements, the Vendor shall be obliged to record in a specific manner, when, how and by whom the supplied item was inspected with respect to the properties that need to be documented and the results of necessary and required quality tests. The inspection documentation must be stored in accordance with the applicable legal regulations and presented upon MAN's written request. The Vendor shall be obliged to request its Employees to keep record in this regard within the scope of the Vendor's rights pursuant to the legal regulations.

16.4

A breach of the obligations referred to in clauses 16.1 - 16.3 by the Vendor shall mean that the Goods from a given batch had hidden defects, to which the Vendor hereby agrees.

16.4.1

The Contract for Services involves the provision of the Services in a complete and correct manner and the Service Provider's performance of all other works related to the provision of the Services together with complete documentation, save as otherwise provided in the Contract for Services.

16.4.2

As far as MAN appoints a project coordinator in connection with the conclusion of the Contract for Services, the coordinator shall not be entitled to commission additional works or make arrangements amending the contract on behalf of MAN. Only the Procurement Department shall be entitled to do so.

16.4.3

If during the performance of the Contract for Services it transpires that the change of the scope

of the Services rendered is necessary, each Party shall be obliged to notify the other Party thereof in writing.

16.4.4

To the offer of amendment of the Contract for Services the provisions concerning the offer shall apply.

16.5

Any amendment to the scope requires an annex (amendment of the contract) to the Contract for Services. The above shall not apply to those works, which are essential to protection of human life and health or avoidance of material damage to property of MAN or third parties.

16.6

MAN shall have the right to change the scope, manner and dates of performance of the Contract for Services and to issue relevant instructions in this regard to the Service Provider. MAN shall consider technical and human resources of the Service Provider when making such changes.

16.7

Immediately after conclusion of the Contract for Services, the Service Provider shall be obliged to contact MAN department indicated in a request for proposal or a contract to agree on details of providing the Services subject to the provisions set out in the Contract for Services, its annexes and these Terms and Conditions. In particular, the Service Provider should agree on such a manner of providing the Services so as not to affect the ongoing business of MAN more than necessary and not to affect the performance of contracts concluded with MAN by other entities.

16.8

In the event of providing the Services involving management of MAN's assets, the Service Provider shall be obliged to take all actions aimed especially at the long-term optimization of the use of such assets in the course of MAN's business activities.

16.8.1

Prior to the performance of the Services, the Service Provider shall be obliged, in particular, to check the location of all installations and devices, adjust the manner of providing the Services to the existing conditions and to protect MAN's property against damage or destruction in the course of or in connection with the performance of the Services.

16.8.2

The Service Provider shall be obliged to plan the dates of the performance of all services requiring cooperation of MAN or third parties, which entered into relevant contracts with MAN in such a way so that MAN or such third parties may at the most appropriate time check the scope of and prepare to carry out their tasks.

16.8.3

The Service Provider who obtains devices, materials, raw materials, etc. from third parties, which are necessary for the performance of the Services shall be obliged to inform MAN about such third parties to ensure the appropriate quality. Such third parties should be named in the Service Provider's proposal. For justified reasons MAN may refuse to grant its consent to the Service Provider's acquisition of devices, materials or raw materials necessary for the performance of the Services from third parties named by the Service Provider.

16.8.4

The Service Provider shall be obliged to keep full records of the Services provided with due

care.

16.8.5

MAN shall be entitled to view the records of the Services provided. MAN may at any time require photocopies or certified copies of all documents gathered by the Service Provider in this regard.

16.8.6

The documents should be stored at the Service Provider's registered office or, if possible, at the place of the Services' provision and reflect the current status of the performance of the Services. The documents should be adequately protected against access of unauthorized third parties.

16.8.7

If the Contract for Services is terminated or comes to an end, the Service Provider shall be obliged to transfer all documents related to the performance of the Services to MAN.

16.8.8

MAN may provide the Service Provider with tools necessary for the performance of the Contract for Services. Such tools shall remain the property of MAN and the fee for such provided tools shall be included in the price agreed by the parties. The Service Provider shall be obliged to use such tools only for the purposes of performing the contract concluded with MAN. The Service Provider shall be obliged to insure the tools provided to it against fire, flood and theft and to transfer to MAN all claims it may hold under such insurance agreements. The Service Provider shall be further obliged to make all repairs of the tools provided on their own cost. Any damage of the tools shall be immediately notified by the Service Provider to MAN.

16.9

As far as the Services provided by the Service Provider require acceptance, the following provisions shall apply:

16.9.1

Due performance of the contract by the Service Provider shall be certified by a protocol of final acceptance of the Services confirming that the Services provided are free of any defects or faults.

16.9.2

Earlier use, start-up or official acceptance required by the law of items covered by the Services performed by the Service Provider shall not constitute the acceptance of the Services. Likewise, the Service Provider's notification of the performance of the Services shall not be considered acceptance thereof.

16.9.3

The Service Provider's notification of its readiness for the acceptance procedure shall constitute a guarantee of conformity of the Services provided with the contract and, in particular, that they are free from defects and faults.

16.9.4

The Parties may agree on a date of the preliminary acceptance preceding the final acceptance as well as on dates of milestones inspections.

16.9.5

Each acceptance shall be completed with a protocol signed by duly authorized representatives of both Parties. The refusal to sign the acceptance protocol and the reasons for such a refusal shall be stated in the protocol. The protocol should contain details of persons participating in the acceptance and state whether the Services were performed in a correct and timely manner, and if any defects or faults are identified, it should specify the dates for the repair and reacceptance thereof.

16.9.6

Any costs associated with the reacceptance of the Services shall be incurred by the Service Provider. If in the course of the reacceptance it transpires that the Service Provider had not repaired the identified defects or faults or the new defects and faults are revealed, MAN may commission a third party with repair of such defects or faults at the expense and risk of the Service Provider or rescind the contract.

16.9.7

The correctness of the Services shall be verified in agreement with MAN but at the Service Provider's expense and risk. If MAN supplies the Service Provider with its employees for the purpose of verifying the Services' correctness, the Service Provider shall be fully liable for any damage caused to such persons. The Service Provider shall be also liable for any damage to MAN's property resulting thereof.

16.9.8

If the Parties did not set the date of commencement of the Services' performance by the Service Provider in the Contract for Services, the Service Provider shall be obliged to commence the provision of the Services immediately.

16.9.9

Save as agreed otherwise, the Service Provider shall be obliged to provide MAN, not later than within 5 business days following the contract's conclusion, with a schedule of performance of the Contract for Services. The schedule must be approved by the Professional Department at MAN. The Professional Department may report any reservations regarding the content of the schedule to the Service Provider. The Service Provider shall be obliged to take account of such justified reservations of MAN and amend the schedule accordingly.

16.10

A change of the dates indicated in the schedule throughout the term of the Contract for Services shall be possible only in agreement with the Professional Department at MAN. The change of the schedule may not affect the final performance date agreed in the contract. If, however, as a result of the changes made in the schedule it is necessary to change the dates set out in the Contract:

16.10.1

The Service Provider shall be obliged to immediately notify the Procurement Department at MAN, in writing, about its intention to perform the Services sooner or later than scheduled. MAN may refuse to accept the Services prior to the agreed date. In the case of such a refusal, the Service Provider shall bear all costs and risks related to MAN's refusal to accept the Services prior to the agreed date until the date of the Services' performance agreed upon by the Parties.

16.10.2

If the Service Provider is in default with the provision of the Services, they shall be obliged to pay contractual penalty in the amount as from time to time established by the Parties in the contract. MAN reserves the right to pursue compensation claims resulting from a statute and associated with the delayed performance by the Service Provider and, in particular, compensation for damage resulting from the shut-down and exceeding the amount of the aforementioned contractual penalty.

16.10.3

If, as a result of force majeure, MAN is unable to accept the Services at the agreed time and place, the Service Provider shall not hold any compensation claims against MAN for the delayed acceptance of the Services. In such a case, the Service Provider may not demand consideration from MAN under the contract. As defined herein, force majeure shall mean any unforeseen, inevitable and serious events such as, e.g., natural disasters, war, unrest, riots, strikes, administrative measures and others¹⁸. As far as possible, MAN shall notify the Service

Provided of the alleged duration of the force majeure circumstances. For the duration of such circumstances, the Service Provider shall properly secure the Services provided at its own cost and risk.

16.10.4

MAN shall be fully or partially released from the obligation to accept the contracted Services and entitled to rescind the contract in this respect within two months from the end of the force majeure event, as far as the Services have become economically useless for MAN due to the delay caused by force majeure as defined in subclause 16.10.3 hereof.

16.10.5

The Service Provider shall be liable for improper performance of the Services.

16.10.6

If the Service Provider provides the Services improperly, MAN shall be entitled to request the Service Provider to remove any irregularities within a time limit set by MAN. If the Service Provider is unable to meet MAN's request within the time limit set thereby, MAN shall be entitled to rescind the contract. Any costs resulting therefrom shall be covered by the Service Provider. MAN shall be entitled to set off (also on contractual basis) the costs resulting from the removal of the abovementioned irregularities against the Service Provider's claims towards MAN.

16.10.7

If the Service Provider continues to provide the Services in an improper or defective manner, MAN shall be entitled to rescind the contract, without setting an additional time limit for the Service Provider to perform the Services properly. Any costs resulting therefrom shall be covered by the Service Provider. MAN shall be entitled to set off (also on contractual basis) costs resulting from the removal of the abovementioned irregularities against the Service Provider's claims towards MAN.

16.10.8

If MAN chooses not to rescind the contract, in spite of the Service Provider's failure to comply with the time limit set by MAN in accordance with subclause 23.9 hereof, MAN shall be entitled to remove any irregularities on its own or engage a third party to remove them. Any costs resulting therefrom shall be covered by the Service Provider. MAN shall be entitled to set off (also on contractual basis) the costs resulting from the removal of the abovementioned irregularities against the Service Provider's claims towards MAN.

16.10.9

In the event that improper performance of the Services by the Service Provider may pose or give rise to a direct threat to human life or health, or cause substantial property damage, MAN shall be entitled to immediately take steps to prevent the abovementioned consequences of improper performance of the Services on its own or with a third party's assistance, at the Service Provider's expense and risk. As far as possible, MAN shall immediately notify the Service Provider of the irregularities and enable the Service Provider to take part in their removal.

16.10.10

In the event that the Services provided to MAN are performed improperly, MAN shall be entitled to request that the fee for the Services be reduced and the resulting damage redressed. MAN shall be entitled to claim a contractual penalty each time MAN is forced to stop production in consequence of improper performance of the Services. In addition, the Service Provider shall be obligated to release MAN from all compensation claims resulting from improper performance of the Services that third parties may bring and redress any consequential damages resulting therefrom.

16.10.11

Unless otherwise agreed herein, the Service Provider shall redress the damage suffered by MAN as a direct or indirect consequence of improper or defective performance of the Services, the Service Provider's breach of administrative safety regulations or otherwise attributable to the Service Provider, even in the absence of its fault. Unless agreed otherwise, the Service Provider shall take out a third-party liability insurance policy covering its business, damage caused by a dangerous product and harm to the natural environment. The Service Provider shall maintain the policy throughout the duration of the contract between MAN and the Service Provider. MAN shall be authorized to request to be provided with the insurance policy, along with the details of insurance terms. MAN shall only be liable for the damage suffered by the Service Provider as a result of MAN's wilful misconduct.

17 MAN's verification

17.1

MAN shall be obliged to carry out preliminary inspection limited to verification of the Goods' compliance with the contract, visible defects and faults, damage during transport and quantity control. Possible defects or shortages detected by MAN during the preliminary inspection shall be notified to the Vendor immediately after they are detected. The time limit for removal of faults shall be agreed upon with MAN.

17.2

Further verification of the Goods shall be carried out by MAN during the production process inspections and final inspections. The faults so detected will be notified to the Vendor immediately after they are detected by MAN.

18 Production of Goods; Reporting Changes

18.1

If in the course of the performance of the contract it transpires that due to technical or other reasons any deviations from the previously agreed properties of the Goods are necessary, each Party shall be obliged to notify the other Party thereof in writing

18.2

If the change affects the previously agreed price of the Goods' purchase, the Parties undertake to agree on a new price.

18.3

If due to a moment of a change in the manner of the contract's performance the Vendor finds it impossible or significantly difficult to meet the previously agreed date of the Goods' delivery, the Parties shall agree on a new delivery date.

18.4

Any changes in the manner of the Goods' production may be implemented only after receipt of a contract amended in writing. The above shall not apply to those works, which are essential to protection of human life and health or avoidance of material damage to property of MAN or third parties.

19 Tools

MAN may provide the Vendor with tools necessary for the production of Goods. Such tools

shall remain the property of MAN and the fee for such provided tools shall be included in the price agreed by the Parties. The Vendor shall be obliged to use such tools only for the purposes of performing the contract concluded with MAN. The Vendor shall be obliged to insure the tools provided to it against fire, flood and theft and to transfer to MAN all claims it may hold under such insurance agreements. The Vendor shall be further obliged to make all repairs of the tools provided on their own cost. Any damage of the tools shall be immediately notified by the Vendor to MAN.

20 Performance

20.1

Delivery of the Goods by the Vendor shall be considered by the Parties as a Vendor's guarantee that the Goods have the properties defined in the contract and are free from any faults.

20.2

The Vendor shall be obliged to deliver the Goods, which are fault-free, in conformity with the contract and provided with complete documentation in the Polish language (such as warranty cards, manuals, data sheets, declarations of conformity, certificates, etc.) save as otherwise provided in the Contract for Purchase of Goods. The contracted Goods should contain all the components and parts necessary for their proper and trouble-free operation, even if not directly indicated in the request for proposal or the contract.

20.3

If the correct operation or installation of the Goods depends on obtaining a permit for use of such Goods or other official certificate or document permitting the operation of such Goods, the Vendor shall obtain such decisions, certificates or documents and submit them to MAN at the latest upon the Goods' delivery.

20.4

Delivery of faulty Goods by the Vendor shall not be considered performance. Delivery of faulty Goods shall mean the Vendor's delivery of other goods than specified in the contract or delivery of wrong quantity of the Goods or delivery of defective Goods or delivery of the Goods without the required documentation.

20.5

MAN shall not be obliged to accept the Goods that are not fault-free. Without prejudice to the rights vested in MAN under the statute or the contract, MAN reserves the right to accept the Goods not are not fault-free.

21 Passage of risk

21.1

Save as otherwise agreed, loading, dispatch, transport, unloading of the Goods contracted by MAN shall be carried out at the Vendor's risk. The Vendor shall be obliged to take out a transport insurance policy.

21.2

Save as otherwise agreed, the delivered Goods shall be packed in accordance with commercial

practice and according to the properties of the packed item. The Vendor shall be liable for damage resulting from faulty packaging. The Vendor undertakes to collect all packaging materials.

21.3

The acceptance of the Goods shall be confirmed on a certificate of Goods' delivery issued by the Vendor. The acceptance shall be confirmed by a person authorized to act on behalf of MAN. A delivery note should contain the following details:

Contract number.

Contracted quantities and units

Specification of Goods

MAN's plant and point of unloading

Item numbers assigned by MAN

22 Dates; default

22.1

The Goods' delivery date is binding on the Vendor.

22.2

The Vendor shall be obliged to immediately notify the Procurement Department at MAN, in writing, about its intention to deliver the Goods earlier or later than scheduled. MAN may refuse to accept the Goods prior to the agreed delivery date. In the case of refusal, the Vendor shall bear all costs and risks associated with storage of the Goods until the scheduled delivery date.

22.3

If, as a result of force majeure, MAN is unable to accept the Goods at the place agreed, the Vendor shall not hold any compensation claims against MAN for the delayed acceptance of the Goods. In this case, the Vendor may not demand the consideration from MAN under the contract. As defined herein, force majeure shall mean any unforeseen, inevitable and serious events such as, e.g., natural disasters, war, unrest, riots, strikes, administrative measures and others. As far as possible, MAN shall notify the Vendor of the alleged duration of the force majeure circumstances. For the duration of such circumstances, the Vendor shall properly store the Goods at its own cost and risk. The Party unable to meet its obligations due to the force majeure circumstances should notify the other Party thereof within 3 days. Force majeure shall be understood as all extraordinary, outside events, which could not have been foreseen or avoided by the Party, and especially war, unrest, fire, flood, earthquake or other fortuitous events, as well as acts of public authorities, nationwide and industry strikes. The other Party should also be notified once such force majeure circumstances have ended. If the abovementioned circumstances last longer than 1 month, the Parties should decide on further performance of the contract.

22.4

MAN shall be fully or partially released from the obligation to accept the contracted Goods and authorized to rescind the contract in this respect within two months from the end of the force majeure event, as far as the Goods have become economically useless for MAN due to the delay caused by force majeure as defined in clause 22.3 hereof.

23 Vendor's liability for defective Goods / Service Provider's liability for improper performance of Services

23.1

The Vendor shall be liable for defective Goods in accordance with applicable legal regulations, specifically, ones regarding implied warranty for defects of a sold thing. The Vendor/Supplier/Economic Operator guarantees that all parts/components ordered by and delivered to the Contracting Entity in performance of the contract are new, unused, produced using the latest technical solutions and meet the highest quality, safety and environmental standards in terms of materials and workmanship, unless other requirements have been specified in the contract. In addition, the Vendor/Supplier/Economic Operator guarantees that the contracted item shall be free from defects, including manufacturing, design and legal defects as well as defects resulting from poor workmanship and other faults. As such, the contracted item shall be capable of achieving the technical parameters declared by the producer, as set forth in the technical documentation (if any) and required for the intended use of the contracted item.

23.2

Unless otherwise agreed, the rights resulting from implied warranty for defects shall expire after 24 months from the day when the contracted items are delivered to MAN.

23.3

In the case where the Vendor delivers defective Goods, MAN shall enable the Vendor to remove the defects or redeliver non-defective Goods within a time limit set by MAN, unless redelivery would be impractical from MAN's perspective. If the Vendor is unable to meet MAN's request within the time limit set thereby, MAN shall be entitled to rescind the contract and send the Goods back at the Vendor' risk and expense. Any costs resulting therefrom shall be covered by the Vendor. MAN shall be entitled to set off (also on contractual basis) the costs resulting from the abovementioned repairs against the Vendor's claims towards MAN.

23.4

If the Goods redelivered by the Vendor are defective as well, MAN shall be entitled to rescind the contract, without setting an additional time limit for the Vendor to deliver non-defective Goods. Any costs resulting therefrom shall be covered by the Vendor. MAN shall be entitled to set off (also on contractual basis) the costs resulting from the abovementioned repairs against the Vendor's claims towards MAN.

23.5

If MAN chooses not to rescind the contract, in spite of the Vendor's failure to comply with the time limit set by MAN in accordance with subclause 23.3 hereof, MAN shall be entitled to remove defects of Goods on its own or engage a third party to remove them. Any costs resulting therefrom shall be covered by the Vendor. MAN shall be entitled to set off (also on contractual basis) the costs resulting from the abovementioned repairs against the Vendor's claims towards MAN.

23.6

In the case where the defective Goods delivered by the Vendor may pose or give rise to a direct threat to human life or health, or cause substantial property damage, MAN shall be entitled to immediately remove the defects of the Goods on its own or with a third party's assistance, at the Vendor's expense and risk. As far as possible, MAN shall immediately notify the Vendor of the defect found in the Goods and enable the Vendor to take part in the removal thereof.

23.7

In the event that the Goods delivered to MAN prove defective, MAN shall be entitled to request that the price of defective Goods be reduced and the resulting damage redressed. MAN shall be entitled to claim a contractual penalty, in accordance with subclause 22.3, each time MAN is forced to stop production in consequence of delivery of defective Goods. In addition, the Vendor shall release MAN from all claims for damages resulting from delivery of defective Goods that third parties may bring and redress any consequential damages resulting therefrom.

23.8

The Service Provider shall be liable for improper performance of the Services.

23.9

If the Service Provider provides services improperly, MAN shall be entitled to request the Service Provider to remove any irregularities within a time limit set by MAN. If the Service Provider is unable to meet MAN's request within the time limit set thereby, MAN shall be authorized to rescind the contract. Any costs resulting therefrom shall be covered by the Service Provider. MAN shall be entitled to set off (also on contractual basis) the costs resulting from the removal of the abovementioned irregularities against the Service Provider's claims towards MAN.

23.10

If the Service Provider continues to provide the Services in an improper or defective manner, MAN shall be entitled to rescind the contract, without setting an additional time limit for the Service Provider to perform the Services properly. Any costs resulting therefrom shall be covered by the Service Provider. MAN shall be entitled to set off (also on contractual basis) costs resulting from the removal of the abovementioned irregularities against the Service Provider's claims towards MAN.

23.11

If MAN chooses not to rescind the contract, in spite of the Service Provider's failure to comply with the time limit set by MAN in accordance with subclause 23.9 hereof, MAN shall be entitled to remove any irregularities on its own or engage a third party to remove them. Any costs resulting therefrom shall be covered by the Service Provider. MAN shall be entitled to set off (also on contractual basis) the costs resulting from the removal of the abovementioned irregularities against the Service Provider's claims towards MAN.

23.12

In the event that improper performance of the Services by the Service Provider may pose or give rise to a direct threat to human life or health, or cause substantial property damage, MAN shall be authorized to immediately take steps²⁴ to prevent the abovementioned consequences of

improper performance of the Services on its own or with a third party's assistance, at the Service Provider's expense and risk. As far as possible, MAN shall immediately notify the Service Provider of the irregularities and enable the Service Provider to take part in their removal.

23.13

In the event that the Services provided to MAN are performed improperly, MAN shall be entitled to request that the fee for the Services be reduced and the resulting damage redressed. MAN shall be entitled to claim a contractual penalty, in accordance with subclause 22.9, each time MAN is forced to stop production in consequence of improper performance of the Services. In addition, the Service Provider shall be obligated to release MAN from all compensation claims resulting from improper performance of the Services that third parties may bring and redress any consequential damages resulting therefrom.

23.14

If, in order to fulfil its obligations under the guarantee, the Vendor/Supplier/Economic Operator introduced significant changes with respect to the contracted item or produced a new item to replace the defective one, the guarantee period shall begin anew from the date when the defective item is repaired or a new item produced. In all other cases, the guarantee period shall be extended by the period of time when MAN was prevented from using the contracted item due to a defect.

24 Liability/ Third-party liability insurance

24.1

Unless agreed otherwise, the Vendor/Service Provider shall redress the damage suffered by MAN as a direct or indirect consequence of defects in Goods/improper and defective performance of the Services, the Vendor's/Service Provider's breach of administrative safety regulations or otherwise attributable to the Vendor/Service Provider, even in the absence of its fault.

24.2

Unless agreed otherwise, the Vendor/Service Provider shall take out a third-party liability insurance policy covering its business, damage caused by a dangerous product and harm to the natural environment. The Vendor/Service Provider shall maintain the policy throughout the duration of the contract between MAN and the Vendor/Service Provider. MAN shall be authorized to request to be provided with the insurance policy, along with the details of insurance terms.

24.3

Claims for damages resulting from the Goods' failure to meet the Vendor's description thereof as well as claims resulting from the Vendor's liability for a dangerous product remain unaffected.

24.4

MAN shall only be liable for the damage suffered by the Vendor/Service Provider as a result of MAN's wilful misconduct.

24.5

Any commercial and technical information received by the Supplier/Economic Operator in the course of contract performance shall be treated by the Vendor/Supplier/Economic Operator as confidential, that is information which cannot be disclosed to third parties without the Contracting Entity's prior written consent or used for any other purpose than contract performance. The obligation to keep the abovementioned information in confidence shall continue to apply also after the contract is performed. Should the Vendor/Supplier/Economic Operator breach this obligation, MAN shall be authorized to rescind the contract through the fault of the Supplier/Economic Operator within 3 months from learning of the breach. "Confidential Information" shall mean all technical, technological and organizational information regarding MAN and disclosed to the Vendor/Supplier/Economic Operator in any form whatsoever, whether or not labelled as "confidential," specifically, ideas, techniques, technologies, schemes, drawings, copyrightable materials, models, inventions, know-how, devices, software and security systems, research information and results, information about experiments, designs and specifications, financial information, commercial and manufacturing requirements, correspondence with business partners, investors and employees as well as their contact details, business and contractual ties, business forecasts, marketing plans, third party confidential information (as allowed) or any other information of commercial value which may affect MAN's interests in the case of unauthorized use, transmission or disclosure.

24.6

In the event when a contract executed as a result of order acceptance by the Vendor/Supplier/Economic Operator is rescinded by either Party due to reasons attributable to the Vendor/Supplier/Economic Operator or by the Vendor/Supplier/Economic Operator due to reasons beyond MAN's control, the Vendor/Supplier/Economic Operator shall pay MAN a contractual penalty equal to 20% of the net value of the contract.

24.7

If the performance of the contract is delayed, the Vendor/Supplier/Economic Operator shall pay MAN a contractual penalty equal to 0.5% of the net value of the contract for each commenced day of delay, with the total amount of the contractual penalty capped at 20% of the net value of the contract. The contractual penalty shall be payable at MAN's first written request.

25 Personal data protection

The Parties are required to collect, store and process all personal data in accordance with legal regulations applicable at any given time.

MAN is the controller of the personal data of, among others, contact persons and employees/business partners, disclosed by the Vendor/Supplier/Economic Operator in the course of contract execution and performance. All correspondence regarding personal data protection should be addressed to MAN.

26 Final provisions

Any modification of the legal relationship between MAN and the Vendor/Service Provider shall be null and void if not made in writing or in the form specified in subclause 6.1 hereof.

26.1

In the event of a gross one-time or repeated²⁶ breach of the General Terms and Conditions by

the Vendor/Supplier/Economic Operator or a failure to comply with MAN's internal regulations or legal regulations, MAN shall be authorized to rescind the contract executed as a result of order acceptance by the Vendor/Supplier/Economic Operator through the fault of the Vendor/Supplier/Economic Operator within 3 months from learning of the breach.

26.2

MAN represents that it is a large-sized business, as defined in the Act on Countering Undue Delays in Commercial Transactions of 8 March 2013.

26.3

MAN shall be authorized to set off claims, including contractual penalties, arising from, i.a., failure to perform a contract properly or remove defects and faults before the guarantee expiry date, before payment due dates, on the basis of a unilateral statement of will.

26.4

MAN shall be authorized to claim damages in excess of the contractual penalties stipulated in the contract or the General Terms and Conditions.

26.5

MAN shall only be liable for direct and actual damage sustained by the Vendor/Supplier/Economic Operator (as opposed to indirect damage and lost profits), with the liability limited to the net value of the contract.

27 Severability

If any provision of the General Terms and Conditions or other provisions of the contract between the Parties is or becomes ineffective or unenforceable, the remaining provisions of the contract shall remain unaffected. This clause applies accordingly to all gaps in the contract, if any.

28 Venue of performance. Jurisdiction

28.1

The venue of performance of the Contract for Purchase of Goods/Contract for Services shall be MAN's registered office, unless the Parties expressly agreed otherwise.

28.2

The court competent to handle disputes shall be the common court with jurisdiction over MAN's registered office. However, MAN shall also be entitled to bring action before the court with jurisdiction over the registered office of the Vendor/Service Provider.

28.3

In case of any discrepancies, the Polish language version of the General Terms and Conditions shall prevail.

29 Sobriety, smoking ban, theft

29.1

There is a requirement of sobriety to enter MAN premises, which means that no alcohol is allowed to be brought onto or consumed on MAN premises and no person may enter or stay within MAN premises while under the influence of alcohol. For the purposes of the General Terms and Conditions, a person shall be deemed to be under the influence of alcohol if his/her blood alcohol level is higher than 0.00 ‰ and breath alcohol level is higher than 0.00 mg.

29.2

The foregoing applies accordingly to narcotics and other narcotic drugs and psychotropic substances. If the Vendor/Supplier/Economic Operator and/or its employee, and/or another person acting on its behalf fails to comply with the requirement of sobriety, MAN shall be authorized to rescind the contract executed as a result of order acceptance by the Vendor/Supplier/Economic Operator through the fault of the Vendor/Supplier/Economic Operator within 3 months from learning of the misconduct and charge a contractual penalty equal to 5% of the net value of the contract for each case of non-compliance with the requirement of sobriety from alcohol (yet no more than PLN 10,000 and no less than PLN 5,000), and PLN 20,000 for each case of non-compliance with the requirement of sobriety from narcotics or other narcotic drugs and psychotropic substances. The person who failed to meet the requirement shall be refused entry onto MAN premises or asked to leave the premises, as the case may be. Compliance with the requirement of sobriety shall be monitored by the security guards protecting MAN's premises.

29.3

No tobacco smoking is allowed within MAN premises, except for designated smoking areas. The Vendor/Supplier/Economic Operator represents that it shall require its employees and/or other persons acting on its behalf to comply with the ban on smoking tobacco within MAN premises outside designated smoking areas and guarantee their compliance with the ban. If the ban is not complied with, MAN shall be authorized to charge a contractual penalty equal to 5% of the net value of the contract (yet no more than PLN 10,000 and no less than PLN 5,000) for each case of non-compliance by the Vendor/Supplier/Economic Operator and/or other persons acting on its behalf with the ban on smoking tobacco within MAN premises outside designated smoking areas, identified by MAN employees and/or other persons acting on MAN's behalf.

29.4

In the case where the Vendor/Supplier/Economic Operator and/or any of its employees, and/or other persons engaged by the Vendor/Supplier/Economic Operator to perform the contract, committed or attempted to commit a crime or an offence against property, specifically, theft/misappropriation/damage to property owned by MAN or any other entity doing business within MAN premises, MAN shall be authorized to rescind the contract executed as a result of order acceptance by the Vendor/Supplier/Economic Operator through the fault of the Vendor/Supplier/Economic Operator within 3 months from learning of the crime/offence and charge a contractual penalty equal to PLN 10,000 for each crime/offence.

30 REACH

30.1

In the case where the delivered material or any of its components falls under Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (as amended)

and/or Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 (as amended), the supplier shall confirm compliance with all the requirements and obligations resulting from the abovementioned legal regulations, specifically, the Vendor/Supplier shall confirm that the delivered material or its component was registered in accordance with REACH and the registration covers the uses intended by MAN.

These General Terms and Conditions shall enter into force on 1 July 2020.