



MAN Truck & Bus SE

“The English Translation is for information only. This Agreement and its terms shall be construed according to German law. If the English meaning in the courtesy translation differs from the German legal meaning of this agreement and its terms, the German meaning shall apply.”

General terms of delivery for purchased parts - spare parts supply - general requirements [previously MAN 239-6] Status April 2019

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| <p>1. Scope and purpose
The general terms of delivery set out MAN's general requirements for its products' spare parts supply. The supplier is thus informed of his responsibility for the spare part requirement, which he also holds for the development work and scopes of supply of his sub-contractors, before contract conclusion.</p> <p>2. Spare parts supply periods</p> <p>2.1 As a rule, the supplier must guarantee spare parts supply for a minimum of 15 years (operating life of MAN vehicles) after shipment of the last series device or at least 15 years after delivery completion of all necessary assemblies as well as their individual components at the agreed terms and conditions. Exemption provisions shall apply to special contracts such as those with public clients.</p> <p>2.2 If only shorter periods are possible in special cases (technical progress, economic efficiency, part type, e.g. electronic components), the supplier shall agree the different spare parts supply periods and define alternative supply concepts (e.g. replacement applications) with the MAN departments Procurement and Spare Parts Management in good time, i.e. no later than contract conclusion. A spare parts supply period of at least 15 years shall be deemed agreed if this does not occur.</p> <p>2.3 If the supplier recognises bottlenecks/supply gaps early on, he shall contact the MAN departments Procurement and Spare Parts Management immediately in both cases.</p> <p>2.4 All costs related to premature component discontinuation and any necessary product modifications that result from this shall be borne by the supplier in all cases. This also includes in particular costs incurred on the MAN side, e.g. costs for necessary vehicle tests, qualification and design engineering measures.</p> | <p>2.5 Before expiry of the supply obligation for spare parts (End of Delivery Obligation [EOD]) or the end of production by the supplier or his sub-contractors, a final stock quantity shall be agreed with the MAN departments Procurement and Spare Parts Management.</p> <p>2.6 If the supplier does not cover this final stock quantity himself, MAN shall be given the opportunity (handover of all documents necessary for production) to perform spare parts production itself or appoint other suppliers. Existing production tools shall be transferred to MAN at appropriate conditions if they are not already owned by MAN.</p> <p>3. Spare parts concept</p> <p>3.1 A spare parts concept in alignment with current guidelines has to be sent to MAN Procurement and Spare Parts Management with the supplier offer at the latest. The spare parts concept (ETK) is part of the assessment basis for supplier selection (nomination) and is part of the request or offer scope. MAN reserves the right to request a spare parts concept, also for existing series/after sales delivery scopes, as required.</p> <p>3.2 According to current specifications, this spare parts concept must include the following points:</p> <ul style="list-style-type: none"> • Point-of-contact at the supplier • Schematic representation of the scope in the form of a 2D drawing, 3D CAD concept draft as well as clearly legible hand-drawn sketches • the maximum depth of disassembly (destruction-free) • identification of the part type (repair part, replacement and/or wear part, maintenance part specifying the service interval) • the identification of parts, if reconditioned | <ul style="list-style-type: none"> • tools and auxiliary materials (e.g. adhesives, sealing agents, lubricant, etc.) required for dismantling and assembly. • suggestions to structure necessary maintenance and repair sets (Service-Kits) <p>3.3 Enhanced products (new developments/successor components) are designed to be downward compatible as far as possible (see MAN 315 & VDA 604). Production equipment must be designed so that one-sided production is possible for spare parts requirements in addition to pair-based (right/left) series production.</p> <p>4. Spare parts documentation, repair and maintenance instructions</p> <p>4.1 The spare parts documentation, such as: spare parts catalogues, spare parts consumables lists (illustrated and with text), structured parts lists, exploded view and individual part drawings, isometric spare part illustrations, vector graphs, 2D/3D-CAD models, repair and maintenance instructions in electronic form must be available in the format agreed with the Design department at least 6 months before the start of series production or before homologation (in the case of homologation-relevant components).</p> <p>4.2 The production form of the documentation (e.g. perspective drawing, data format, etc.) shall be agreed beforehand with MAN. Spare parts groups, repair kits and consumables shall be identified.</p> <p>4.3 Production of the documentation shall be free of charge for MAN.</p> |
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- 4.4 The following shall also be specified:
- MAN and supplier item number
 - Part master data (dimensions, weights, units, etc.)
 - Customs and preferential origin
- Maximum permissible storage time in the case of products with a limited shelf life.
- 4.5 In accordance with legal parameters, all industry-specific standards must be adhered to and the information applicable to it made available at no cost.
- Examples include:
- REACH regulation
 - ElektroG / Law regarding the marketing, withdrawal and environmental disposal of electrical and electronic devices
 - Safety data sheets
 - Declarations of conformity
- 4.6 The standards MAN 312, MAN 315 and M 3000 apply to item definition, identification and labelling of spare parts. The spare part must be permanently labelled with the country of origin according to MAN 312.
- 4.7 Parts and/or spare parts, which require legal/official identification or certificates, e.g.: ECE, EG, CCC (China), EAC (Russia, Belarus, etc.), KC (South Korea) need to be certified in consultation with MAN Procurement and Spare Parts Management and must be labelled with corresponding identification according to legal specifications.
- The supplier is obliged to update the certificates before their period of validity expires as well as in the event of changes to the respective laws and deliver them to MAN unrequested and in good time. This applies to the entire product lifecycle, which also includes
- Time period for supply obligations of spare parts includes.
- 4.8 The use of hazardous substances is not permitted in any cases. Hazardous goods articles released in special cases shall be supplied in accordance with § 14 Hazardous Materials Regulations with EC safety data sheets for the first delivery and after any change, but at least once annually.

5. Spare parts packaging

- 5.1 The supplier shall submit the specific packaging proposal with indication of the packaging costs at the latest at the date stated in the development and supply contract (normally the date for handover of the spare parts price list).

The packaging proposal must be documented with the form "Delivery standard Aftersales – Packaging design" and the packaging costs with the form "Delivery standard Aftersales – Packaging costs calculation".

The packaging must be designed in accordance with the specifications of M 3590 "Packaging guideline After Sales".

The packaging design must take place in consumption-based quantities, with suitable closed containers and so that it is appropriate for warehouse storage (padding, stackability, transport, etc.). It includes both the individual part and transport packaging.

6. Spare part prices

- 6.1
- The spare part price during the series production run, as well as for at least another five years after series production has ended, amounts to no more than the A price of the series component
 - Price reductions on the series price also apply to the series identical parts in the spare parts supply
 - The sum of the spare part prices for individual components may not exceed the series A reassembly price
 - The price for the individual components in a series is determined by itemisation, whereby the price is reduced by the assembly costs.
 - The price reductions for assembly agreed upon for the series need fundamentally to be applied in the same way at least to the spare part prices of the individual series components.
 - The supplier needs to account for additional expenses for single packaging or spare part-specific extra expenditures separately. Replacement clauses require a separate agreement.