



**MAN General Terms and Conditions of Purchase
for Repair 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 and the additional General and Special Terms And Conditions of Purchase pertaining to the nature of the repair service in question in accordance with the following regulations.

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 and

1.2.3.1

- The Special Terms and Conditions of Purchase for Construction Works, with the additional contractual elements listed in Section 2.4.4 onwards, insofar as they pertain to repair services concerning the main construction trade work, secondary contract work or the repair of construction objects in relation to other trades.

1.2.3.2

- The Special Terms and Conditions of Purchase for Facilities, with the additional contractual elements listed in Section 2.4.4 onwards, insofar as they pertain to repair services concerning the repair of an MAN-owned facility, in all other cases, for those repair services not covered by Sections 1.2.3.1 and 1.2.3.2 above.

1.2.3.3

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

1.2.3.4

- The MAN operational resources specifications

1.2.3.5

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

1.2.3.6

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

2 Execution

2.1

The execution of services shall constitute the rendering of the ordered repair services in a complete, flawless and timely manner.



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2.2

Provided that no binding date for the completion of the repair services in question can be ascertained from the order itself or on the basis of other agreements between the parties, the contracting party shall be obliged to perform the repair services in question within 30 calendar days of receiving the order at the latest, or, in the event of repair services to be performed outside of MAN premises, within 30 calendar days of receiving the object to be repaired.

3 Replacement value limitations

The contracting party shall be obliged to calculate the anticipated cost of the complete repairs required in the case of repair services which do not fall within the scope of Sections 1.2.3.1 and 1.2.3.2, prior to the execution of the said repairs. Likewise, the contracting party shall also be obliged to calculate the replacement value of the object to be repaired. The contracting party may only carry out the repair in question after having provided MAN with details of the estimated cost of the complete repair and the replacement value and then must wait until MAN orders the execution of the said repair services.

4 Contractual penalty

4.1

The contractual penalty rules in accordance with Section 6 of the Special Terms and Conditions of Purchase for Construction Works shall apply to repair services to construction objects.
The contractual penalty rules in accordance with Section 6 of the Special Terms and Conditions of Purchase for Facilities shall apply to repair services to facilities.

4.2

A contractual penalty pertaining to all other repair services shall be agreed as follows:

4.2.1

In the event that the contracting party is responsible for exceeding the agreed completion deadline or is in default in any other way, the contracting party shall be obliged to pay between 0.2% and a maximum of 5% of the net repair remuneration for every working day that the deadline is exceeded or delayed.

4.2.2

In the event that the contracting party is responsible for exceeding an agreed interim deadline or delays this interim deadline in any other way, the contracting party shall be obliged to pay between 0.2% and a maximum of 5% of the net repair remuneration in proportion to the interim deadline for every working day that the deadline is exceeded or delayed. In the event that interim deadlines are exceeded or delayed, subsequent contractual penalties shall be taken into account in conjunction with contractual penalties levied for preceding interim deadlines, in order to ensure that an accumulation of individual contractual penalties is excluded.

4.2.3

The total contractual penalty shall be limited to a maximum of 5% of the net repair remuneration and the maximum amounts specified in Sections 4.2.1 and 4.2.2 shall not apply individually.

4.2.4

MAN shall not be obliged to assert its right to levy the contractual penalty at the time of return, but may delay this until the final payment.

4.2.5

MAN shall remain entitled to demand that the contracting party compensates it for any damages incurred above and beyond the contractual penalty imposed (e.g. off-setting the imposed contractual penalty against the overall damages).



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5 Industrial property rights, expertise

5.1

The following regulations outlined in Sections 5.2 to 5.4 below shall apply to repair services that do not fall under Sections 1.2.3.1 and 1.2.3.2.

5.2

The contracting party shall grant MAN the gratuitous right to use industrial property rights and expertise applied by the contracting party for the purposes of fulfilling the contract, during subsequent activities. All documentation, drawings and software programs created by the contracting party in conjunction with the repair service shall be subject to MAN's unlimited property rights and rights of disposal. The contracting party shall not be entitled to additional remuneration for this.

5.3

The contracting party shall assign to MAN the rights of use and exploitation of all copyrighted services in connection with the performance of the contract. Furthermore, the contracting party shall provide assurances that it is not aware of any circumstances, particularly those pertaining to the industrial property rights of third parties, which make it difficult or inadmissible to produce the objects and processes required to fulfil the contract and that no claims for infringement of industrial property rights have been or can be asserted against it.

5.4

The contracting party shall indemnify MAN from all third-party claims arising from a possible infringement of industrial property rights resulting from a breach by the contracting party of the obligations pursuant to Sections 5.2 and 5.3.

6 Storage, insurance

6.1

The following regulations outlined in Sections 6.2 to 6.4 below shall apply to repair services that do not fall under Sections 1.2.3.1 and 1.2.3.2.

6.2

The contracting party shall be obliged to store the repair object from the time of its transfer to the contracting party until the conclusion of the repair service with the due diligence of a prudent businessman.

The contracting party shall not receive any separate remuneration in return for the storage of the repair object. This shall constitute a secondary obligation of the non-gratuitous services which the contracting party is obliged to provide.

The contracting party shall be obliged to store the repair object provided by MAN separately from other goods unless this conflicts with its intended use in accordance with the regulations. The contracting party shall do this on a long-term basis, and shall clearly label the repair object as property of MAN. In addition, the contracting party may not remove the repair object from the place of storage without the prior consent of MAN.

6.3

The contracting party shall be obliged to fully insure the repair object against fire and water damage and theft and/or other damage within the context of its existing operational insurance, and to keep this insurance in place until the conclusion of the repair services.

The contracting party shall assign all claims to which it is entitled from the insurer in the case of loss or damage to MAN. MAN shall accept this assignment.



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6.4

The contracting party shall be obliged to confirm in writing its ownership of the repair object at MAN's request.

7 Return delivery

Insofar as repair objects must be returned to MAN, the repair object must be accompanied by the relevant delivery and shipping documentation containing the required reference terms from the consignment note.