



General Terms and Conditions for the sale and delivery of brand-new commercial vehicles and any units contained therein, including as xKD sets, as well as the sale and delivery of MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories

The following "Terms and Conditions" apply to the offer and sale of factory-new commercial vehicles and any units contained therein, including as xKD sets, and also to MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories from the Seller (MAN Truck & Bus SE) to the Purchaser, provided that said Purchaser is an entrepreneur who, in concluding the Agreement, is acting in pursuance of its commercial or self-employed professional activities or is a legal entity under public law or a public special fund. Vehicle sale as an xKD set means: Knocked down, e.g. CKD (completely knocked down), SKD (semi-knocked down), TiB (truck in the box) and CiB (chassis in the box).

General terms and conditions of the Purchaser that conflict with these Terms and Conditions shall not be binding on the Seller, even if the purchase order is based on them and the Seller has not expressly rejected their content.

I. Conclusion of Agreement/transfer of rights and obligations of the Purchaser

1. Unless otherwise expressly agreed in the quotation, all quotations provided by the Seller shall be without obligation. The Purchaser shall be committed to the purchase order for no longer than 6 weeks. The Purchase Agreement shall be deemed concluded if the Seller confirms acceptance of the order for purchase of the item detailed within the said deadline in writing, or carries out the delivery. The Seller's written order confirmation shall form the authoritative basis of the agreement. All agreements, verbal subsidiary agreements and contractual amendments shall be valid only if the Seller has confirmed them in writing.
2. The transfer of the Purchaser's rights and obligations under the Purchase Agreement shall be subject to the written consent of the Seller.

II. Prices

1. The price for the purchased item is the price ex works, without cash discount and other reductions. Any additional services agreed (e.g. transfer costs, packaging, financing costs) shall be charged as an additional expense. The Purchaser shall be liable for customs duties, freight and similar charges.
2. Unless otherwise agreed, all prices are net prices excluding value-added tax, sales tax, turnover tax, and similar taxes (hereinafter referred to as "value-added tax or similar taxes"). The legally required value-added tax or similar taxes incurred are charged in addition to the net prices, unless the Purchaser is liable for value-added tax or similar taxes by law and the reverse charge procedure or a similar mechanism is to be applied. The Purchaser shall support the Seller to the best of its ability in acquiring a tax exemption or the application of a zero tax rate for the deliveries. The Purchaser shall transfer to the Seller all documents requested in this context within 14 days of a written request to do so by the Seller (e.g. exemption certificates for deliveries, confirmation of arrival for deliveries internal to the EU, or proofs of export where relevant). If the Seller is subject to an obligation to pay value-added tax or similar taxes resulting from a breach of obligations arising from this paragraph on the part of the Purchaser, the Purchaser must reimburse the Seller for this value-added tax or similar taxes. Should the payment be subject to statutory withholding tax, the Purchaser must retain the withholding tax only in the amount permitted in accordance with the national law in the Purchaser's country of domicile, and must pay this to the financial authority on behalf of the Seller. Should a Double Taxation Convention ("DTC") exist between Germany and the Purchaser's country of domicile, the Purchaser shall only be permitted to withhold the maximum withholding tax contribution provided for in the applicable DTC from the Seller, provided the conditions for a reduction in withholding tax (where applicable to zero) are present. The Seller shall be responsible for fulfilling the formal requirements for a reduction in withholding tax (where applicable to zero). All necessary applications and certificates of residence must be produced and procured by the Seller. The Purchaser is required to support the Seller to the best of its ability in acquiring a reduction in withholding tax (where applicable to zero). The Purchaser undertakes to provide the Seller with official proof of the tax paid on the Seller's account and to provide such proof immediately and without prompting.
3. Prices shall be based on the cost basis given at the time of the quotation. In the event of material changes to this cost basis before receipt of the order confirmation, the Seller reserves the right to adjust the price. A change of at least 5% shall be deemed material. In this case, the Purchaser shall be entitled to withdraw within 2 weeks of receipt of the order confirmation.

III. Payment – delay in payment, offsetting and right of retention

1. The purchase price and prices for additional services shall be due for payment when the purchased item is delivered and the invoice is handed over or sent. The payment of the purchase price must be made free of charge to the account specified by the Seller according to the agreements reached.

Payment of the purchase price must be made from a bank account belonging to the buyer. Exceptions to this are the following:

- a. Cash payments up to a maximum value of €9,999.99
- b. Payments by a third party, insofar as this has been agreed in advance in writing with the seller (e.g. cash pooling, leasing or financing).

Letters of credit, bills of exchange, cheques and payment orders shall be accepted only in accordance with an agreement and only in payment, not in lieu of performance, and all bill, collection and other expenses shall be payable by the Purchaser. Forwarding and prolongation shall not count as performance. The Seller shall not assume any liability for on-time

submission, protestation, notification and return in the event of dishonouring. Interest shall not be paid on any advance payments.

Should the Purchaser delay payment of the purchase price, the Seller shall be entitled to demand interest on arrears at a rate of 9 percentage points above the main refinancing operations rate of the European Central Bank (ECB) (www.bundesbank.de).

2. The Purchaser may offset claims of the Seller only where the Purchaser's claim is undisputed or legally enforceable. The aforementioned excludes any counter-claims made by the Purchaser arising from the same contractual relationship. The Purchaser may only assert a right of retention where it relates to claims arising from the Purchase Agreement.
3. If the Purchaser is required to pay interest and costs outside the principal service, then any payment by the Purchaser that is insufficient to redeem the entire debt shall first be offset against the costs, then against the interest and finally against the principal service.

IV. Delivery and delay in delivery

1. Delivery dates and lead times may be agreed as binding or non-binding, and shall be fixed in writing. Unless otherwise agreed, the delivery lead time shall commence on the date of the written order confirmation, after all technical and commercial details have been clarified and all agreed payments on account have been made. The deadline shall be deemed met if the shipment is ready for dispatch within the delivery lead time and the Purchaser is informed of this.

In the case of spare parts, the deadline shall be deemed met if the parts are made available or dispatched ex works within the period.

If during the delivery period the Purchaser demands any changes to the design or the scope of delivery or fails to fulfil its contractual obligations promptly when they become due, this shall result in an interruption of the delivery period; the Seller shall not be responsible for any resulting delays in delivery. The Seller shall be entitled to make partial deliveries.

2. If a non-binding delivery deadline or a non-binding delivery lead time is exceeded by 6 weeks, the Purchaser shall be entitled to call upon the Seller to deliver. On receipt of such a request the Seller shall be deemed to be in default. If the Purchaser is entitled to claim compensation for the delay in delivery, this shall be limited to a maximum of 5% of the agreed purchase price if the Seller has acted with ordinary negligence.
3. If, in addition, the Purchaser wishes to withdraw from the agreement and/or demand compensation instead of performance, it must, after expiry of the 6-week period specified in Subsection 2, sentence 1 of this Section, set the Seller a reasonable time limit for the delivery. Compensation claims in the event of slight negligence are ruled out. If, whilst the Seller is in default, a chance incident makes it impossible for it to deliver, it shall nevertheless be liable subject to the aforementioned liability limitations. The Seller shall not be liable if the loss or damage would have occurred even if delivery had been made on time.
4. If a binding delivery deadline or a binding delivery period is exceeded, the Seller is already in default when the delivery deadline or delivery period is exceeded. The rights of the Purchaser are then determined in accordance with Subsection 2, sentence 3 and Subsection 3 of this Section.
5. The limitations of liability and exclusions of liability set out in this Section do not apply to damage arising from grossly negligent or intentional breach of duty by the Seller, its legal representative or agent, or in the event of loss of life, bodily injury, or damage to health.
6. In the case of force majeure or disruption of operations at the Seller's or at its suppliers' in which the Seller through no fault of its own is temporarily unable to deliver the purchased item by the date agreed or within the period agreed, the periods and deadlines named in Subsections 1 to 4 of this Section shall be extended by the duration of the disruption caused by these circumstances. If such disruptions cause a delay in performance of more than 6 months, the Purchaser shall be entitled to withdraw from the Agreement. Other rights to withdraw from the Agreement shall remain unaffected.
7. If the Purchaser exercises its right to withdraw from the Agreement on account of failure to meet the delivery period, the Purchaser shall, in addition to repayment of any advance payment made, also be entitled to demand interest at a rate of 9 percentage points above the main refinancing operations rate of the ECB (www.bundesbank.de).
8. The Seller reserves the right to make changes to the construction, design, and colour of the scope of delivery during the delivery period provided that, when taking into account the interests of the Seller, the changes are not unreasonable for the Purchaser. If the Seller uses characters or numbers to designate the purchase order or the purchased item, no rights may be derived solely from this. Any information that is provided in descriptions that are valid at the time the Agreement is concluded and that concern the scope of delivery, appearance, services, dimensions and weights, fuel consumption, operating costs, freight rates and other values relating to the purchased item shall be deemed approximate. They shall serve as a yardstick for determining if the purchased item is free of defects pursuant to Section VII. "Liability for defects".

V. Acceptance and shipment

1. The Purchaser shall be entitled to inspect the purchased item at the agreed acceptance location within 6 days following notification that the purchased item is ready for dispatch. The right to perform an inspection shall be deemed to have been tacitly renounced if the inspection is not carried out within the specified period or if the dispatch order is issued. The purchased item shall then be deemed to have been transferred and duly delivered when it is delivered to the Purchaser or its appointed agent.

MAN Genuine Parts, MAN Genuine Parts eoline and MAN Genuine Accessories are dispatched without prior indication of readiness for dispatch. Should the contents of a shipment with undamaged packaging not comply with the shipping note, notification of this must be received by the Seller within 21 days of receipt; complaints or claims must be made in the same period using the forms provided by the Seller or using an IT system made available by the Seller. If the above action is not taken, the delivery is considered to have been duly accepted.

Provided that no contractual agreements to the contrary exist in individual cases, all risks are transferred to the Purchaser upon dispatch of the purchased item ex works. If, after notification of readiness for dispatch, the Purchaser delays for more than 2 weeks in taking possession of the purchased item, in issuing the shipping instructions, in fulfilling the payment agreements or in providing the agreed surety, then, after the expiry of an appropriate period of grace that has been stipulated in writing, the Seller shall be entitled to demand 15% of the purchase price as compensation. This compensation shall be higher or lower, if the Seller can furnish proof of a larger extent of damage or the Purchaser can furnish proof of a smaller extent of damage, or of no damage whatsoever.

2. If the Seller does not exercise its right under Subsection 1 of this Section, it shall then, without prejudice to its other rights, be entitled to dispose freely of the purchased item and to deliver an equivalent purchased item in its place in accordance with the terms of the Agreement and within a reasonable period.
3. All transport containers and transport frames shall remain the property of the Seller and must be returned by the Purchaser to the respective supplying plant immediately and free of charge. The Seller shall be entitled to charge the Purchaser a security deposit for any transport containers delivered. The corresponding amount of the security deposit shall be credited to the Purchaser when the transport containers are returned. The amount of the respective security deposit shall be based on rates which shall be set at the Seller's discretion.
Security deposits shall be billed at regular intervals to be set by the Seller. Payment of the security deposit shall be made without cash, through bank transfer or by cheque.
The Seller reserves the right to charge deposits for all types of containers.

VI. Retention of title

1. The purchased item shall remain the property of the Seller until the Purchaser has fulfilled the Seller's claims under the Purchase Agreement. The retention of title shall also apply to claims of the Seller against the Purchaser that arise during the normal course of business, until the claims in connection with the purchase are settled.
At the Purchaser's request, the Seller shall be obliged to waive its retention of title if the Purchaser has incontestably fulfilled all obligations in connection with the purchased item, and adequate security is available for the remaining claims arising from normal business relations.
The Purchaser who is a member of the Seller's sales network and the Purchaser who provides more than just insignificant value creation on the object of purchase, are entitled to resell the object of purchase in the normal course of business. The same applies to all Purchasers from the above-mentioned group of purchasers for MAN Genuine Parts, MAN Genuine Parts eoline and MAN Genuine Accessories. The Purchaser hereby assigns to the Seller the Purchaser's claims arising from the resale of the purchased item in the amount of the purchase price agreed with the Seller. This assignment shall apply irrespective of whether the purchased item has been resold without, or only after, processing. The Purchaser shall remain entitled to collect the claim even after the assignment. The Seller's entitlement to also collect the claim shall remain unaffected by this. However, the Seller shall not collect the claim as long as the Purchaser meets its payment obligations, is not in default and, in particular, has not applied to institute insolvency proceedings. While retention of title applies, the Seller is entitled to have Section II of the vehicle registration document in its possession.
2. Should the Purchaser fail to pay the purchase price due and prices for additional services or fails to pay in accordance with the terms of this contract, the Seller shall be entitled to withdraw from the contract and/or in the event of a culpable breach of contractual obligations on the part of the Purchaser shall be entitled to claim compensation instead of performance if the Seller has given the Purchaser notice to remedy the breach without result, unless such notice is deemed unnecessary according to the statutory provisions. Without prejudice to the Purchaser's payment obligations, the Seller shall be entitled to sell the retrieved purchased item, plus accessories, on the open market at the best possible terms. The Seller shall, at its discretion, also be entitled to arrange for a publicly appointed and sworn expert to ascertain the customary value of the purchased item. The Purchaser shall bear all costs of the retrieval and realisation of the purchased item. The realisation costs shall be 5% of the customary sale value, without provision of proof. They shall be set higher or lower if the Seller can furnish proof of higher costs or the Purchaser can furnish proof that lower costs or no costs at all have been incurred. If the Purchaser fails to fulfil its obligations, and if the Seller asserts its retention of title, under no circumstances may it be claimed by way of objection that the purchased item is required to maintain the Purchaser's business.
3. While the retention of title applies, the object of purchase may not be pledged or transferred by way of security without the Seller's written consent.
In the event of an intervention by creditors of the Purchaser and, in particular, in the event of an attachment in execution of the object purchased, the Purchaser shall notify the Seller thereof by registered letter. The costs of the measures to eliminate the intervention, including the costs of intervention proceedings in particular, shall be borne by the Purchaser if the Seller is unable to recover such costs from the opposing party.
During the period of retention of title the Purchaser must insure the purchased item for theft, burglary, fire, third-party liability and damage with the proviso that the Seller shall be entitled to the rights under the insurance policy until payment in full of the remaining amounts due. The insurance policy, and also premium receipts, shall be submitted to the Seller on request. During the period of the retention of title, the Purchaser is obliged to maintain the purchased item in proper condition and immediately and professionally conduct any repairs that become necessary.
4. If the country in which the purchased item is located does not permit retention of title but allows the Seller to reserve other rights to the purchased item, then the Seller may exercise such rights. The Purchaser is obliged to take all measures at its own expense that are necessary to enable the right to

ownership or, in place of this, other rights to the purchased item to enter into force or be upheld.

5. The Seller has the right to waive the rights to retention of title that are regulated in this Section by means of a written notification to this effect to the Purchaser. The Purchaser shall agree to the waiver by accepting the service provision that it has commissioned and/or delivery of goods by the Seller immediately succeeding the submission of the notification of the waiver, or by issuing a written declaration to the Seller.

VII. Liability for defects

1. The Purchaser's right to assert claims on account of defects in the purchased item shall expire 12 months after delivery of the purchased item. If the purchased item is sold on to the end customer (contracting partner of the Purchaser), then claims shall expire 12 months after the purchased item is delivered to the end customer, provided that delivery to the end customer is effected within 12 months of the purchased item being completed by the Seller, unless one of the following provisions applies.
Claims of the Purchaser on account of defects in the purchased items specifically listed below shall expire as follows:
 - a. Due to defects in drive chain assemblies installed in new commercial vehicles (engine, gearbox, transfer case and drive axle(s) – known as the driveline) (except for attachments for these units) within 24 months of delivery of the purchased item to the end customer or after 36 months of completion of the purchased item by the seller, whichever is reached first; these deadlines apply exclusively to the following components in fully electric city buses: high-voltage battery, battery modules, BMS battery management system, CMC cell management controller and battery housing.
 - b. On account of defects in new and replacement components relating to the engine, gearbox and driven axles within 24 months of installation (with unlimited mileage within the first 12 months of installation, and then up to a mileage of max. 200,000 km) or within 30 months of these components being completed by the Seller, whichever occurs first;
 - c. On account of defects in MAN Genuine Parts, MAN Genuine Parts eoline and MAN Genuine Accessories within 24 months of delivery.
 - d. For transporters / minibuses with the model designation MAN TGE a period of limitation of 24 months after delivery of the object of purchase shall apply, irrespective of the approval type. In the event of resale to the end customer, the right to assert claims shall expire 24 months after delivery of the purchased item to the end customer provided that the purchased item is delivered to the end customer within 12 months of its completion by the Seller.
 - e. The reduction of the periods prescribed by the statute of limitations in sentences 1 and 2 of Subsection 1 shall not apply to damage arising from a grossly negligent or an intentional breach of its obligations by the Seller, its legal representatives or agents, or in the event of loss of life, bodily injury, or damage to health.
2. If, in accordance with the statutory regulations, the Seller is liable for damage caused by slight negligence, the Purchaser's liability is limited:
Liability shall apply only in the event that material contractual obligations are breached, such as those that the Purchase Agreement intends to impose on the Seller by virtue of its very content and purpose or whose performance is a prerequisite for the proper execution of the Purchase Agreement in the first place, and on compliance with which the Purchaser may, and does, regularly rely. This liability shall be limited to the typical damage foreseeable at the time the Agreement was concluded. Insofar as the damage is covered by insurance taken out by the Purchaser for the type of damage in question (fixed-sum insurance policies are excluded), the Seller shall be liable only for possible concomitant disadvantages for the Purchaser (e.g. higher insurance premiums or interest-related disadvantages) until the claim in question has been settled by the insurance company.
Personal liability of the legal representatives, agents and employees of the Seller's company for loss or damage caused by ordinary negligence on their part is excluded.
Subclause 2 of this clause applies accordingly to the aforementioned limitation of liability and the aforementioned exclusion of liability.
3. Irrespective of whether the Seller is at fault, any liability of the Seller in respect of fraudulent concealment of a defect, from taking over a warranty or a procurement risk and according to the product liability law shall remain unaffected.
4. If the purchased item is an xKD set, the regulations regarding liability for defects, as set out under Subsection 1, sentence 1 and Subsection 1a of this Section, shall apply with the following modifications:
 - a. The date of completion of the purchased item by the Seller in accordance with Subsection 1, sentence 1 and Subsection 1a of this Section is deemed to be the date on which the Seller delivers the purchased item to the Purchaser.
 - b. The phrase "in new commercial vehicles" in Subsection 1a of this Section shall be replaced by "in new commercial vehicles or xKD sets".
5. Moreover, the Seller shall provide a guarantee against rust corrosion of truck cabs for a period of 60 months from the date of first registration or 66 months from the date of completion by the Seller / delivery of xKD sets from the Seller to the Purchaser, whichever occurs first.
Prerequisites for this are as follows:
 - a. Any preservation work in accordance with the maintenance instructions must be carried out by an authorised workshop (the Purchaser must provide the Seller with proof or the guarantee shall expire).
 - b. Any mechanical defects that occur must be rectified by a specialist workshop. Protective body-cavity coatings must be applied in accordance with the Seller's instructions.
6. The paint and body guarantee for transporters with the MAN TGE model designation is governed by the stipulations of Appendix 1 to these Terms & Conditions.
7. In respect of the procedure for the elimination of defects, the following shall apply:

- a. The Purchaser shall address claims in respect of defects to the Seller. In the event of oral notification of claims, the Purchaser shall be provided with a written confirmation of receipt of the notification in question.
 - b. If the purchased item breaks down because of a defect, the Purchaser may, with the Seller's prior consent, contact a different specialist workshop.
 - c. For the parts that are installed in the course of the elimination of defects, the Purchaser is entitled to make claims arising from defects until the period of limitation of liability for the purchased item under the purchase agreement has expired.
 - d. Any parts that are replaced become the property of the Seller.
8. Changes in ownership of the purchased item shall not affect claims for elimination of defects.
9. No defects / guarantee cases shall apply in the event of, for example, damage due to
- the effect of an external mechanical force
 - failure to adhere to the Operator's Manual
 - the omission of prescribed maintenance work or incorrect performance of maintenance work
 - improperly modified parts
 - installation of parts from third parties
 - normal wear, in particular of batteries, clutch linings, brake linings, brake drums, V-belts, bearings, trailer couplings, fifth-wheel couplings, windscreen wiper blades, glass (physical damage), bulbs, spiral hoses and spiral cables
 - incorrect handling
 - consequences of accidents
 - blocked or soiled fuel lines or filters, or
 - in the case of a component-related reduction in the battery capacity of high-voltage batteries over time, provided that this value does not fall below 70% of the installed capacity before the expiry of the liability for defects or warranty period, or
 - if a defect in a high-voltage battery is the result of it not being properly charged.

VIII. Liability for other forms of loss or damage

1. Other claims on the part of the Purchaser that are not regulated by Section VII. "Liability for defects" shall lapse in accordance with the statutory periods for the limitation of liability.
2. Liability for delay in delivery is definitively stipulated in Section IV. "Delivery and delay in delivery". For any other claims for compensation against the Seller, the provisions of Subsections 2, 3, and 4 of Section VII. "Liability for defects" shall apply mutatis mutandis.

IX. Consent to the sharing of data - Connected Vehicle

1. Functions

The purchased item is a "Connected Vehicle". This means that data is transmitted from the vehicle to a "back-end" at MAN Truck & Bus SE ("MAN T&B") or to its affiliate within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) TB Digital Services GmbH ("TBDS"), Munich. TBDS operates the RIO platform ("<https://start.rio.cloud/>"), via which a range of fleet management and logistics services can be used by the Purchaser. These services are based on the data transmitted from the Connected Vehicle.

2. Data

The data transmitted from the purchased item to MAN T&B and TBDS may also include personal data in connection with the vehicle identification number. The following data is transmitted from the purchased item to MAN T&B and TBDS, for example:

- Vehicle status information (e.g. engine speed, road speed, fuel consumption)
- Ambient conditions, (e.g. temperature, rain sensor, distance sensor)
- Operating statuses of system components (e.g. fluid levels, tyre pressure, battery status)
- Malfunctions and defects in important system components (e.g. lights, brakes)
- Response of systems in specific driving situations (e.g. triggering Emergency Brake Assist, activating stability control systems)
- Information on events harmful to the vehicle
- Position data

3. Purposes

MAN T&B and TBDS use the data for the provision of services that may also be performed by affiliates of MAN T&B or TBDS within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), and additionally for the following purposes (evaluation results are only generated in anonymised form):

- Continuous development of the range of services
- Plausibility checks and calculation of performance indicators for the reduction in fuel consumption and wear
- Error diagnosis and error prevention
- Compliance with guarantee obligations and product liability (recall actions)
- Improvements to the quality of vehicle functions and product and service optimisations

4. Declaration of consent

The Purchaser agrees that vehicle data recorded in the course of operating the purchased item and potentially relatable to a specific person may be transmitted to TBDS and MAN T&B for the purposes specified above

All analyses carried out by TBDS and/or MAN T&B are used for the purposes specified above.

Your personal data may be disclosed to the investigating authorities or courts upon request.

The Purchaser can revoke its consent to the above transmission of data, effective going forward, by stating this in writing to MAN T&B or TBDS; in the event that consent is revoked, the aforementioned analyses or any other services commissioned by the Purchaser may not be performed if they require data to be transferred.

5. Transfer of fuel and energy consumption data

On the basis of EU Commission Implementing Regulation 2021/392 of 4 March 2021, the fuel or energy consumption associated with the vehicle identification number is transferred to the EU Commission for passenger cars and light commercial vehicles. The buyer / vehicle owner may refuse to allow this transfer.

6. Disposal of the purchased item

Should the Purchaser sell the purchased item to a third party, it undertakes to inform the third party of the provisions of this Connected Vehicle clause.

X. Export control

1. The export or re-export of the purchased item may be fully or partially subject to sanctions, export or re-export provisions (e.g. German Foreign Trade and Payments Act (AWG), German Foreign Trade Regulations (AWV), German War Weapons Control Act (KWaffKontrG), EC Dual-Use Regulation, and US Export Administration Regulations (EAR)) or to rules and regulations on restrictive measures in relation to certain countries, people or regions. The Seller shall be released from the obligation to export or re-export the purchased item with immediate effect if the Seller does not receive the necessary permits for the export or re-export, or does not receive these permits in good time. Under such circumstances, the Seller is entitled to withdraw from a contract that has already been concluded. In this case, the Purchaser is not entitled to claims for damages or reimbursement of expenses.
2. Furthermore, the Seller is entitled at any time to refuse performance of the Agreement for reasons relating to export control or sanctions law and to withdraw from the Agreement. In this case, the Purchaser is not entitled to claims for damages or reimbursement of expenses.
3. The Purchaser undertakes to comply at all times with all applicable export, re-export and import laws and regulations in relation to the use, transfer, sale, export, re-export and import of the purchased item. Exceptions to this require prior examination and subsequent written confirmation by the Seller.

XI. Applicable law

The Purchase Agreement shall be subject to the laws of the Federal Republic of Germany. The application of uniform laws on the conclusion of international purchase agreements for movable property and on the international purchase of movable property is excluded.

XII. Place of performance and place of jurisdiction

The place of performance shall be the respective supplying plant of the Seller. The place of jurisdiction for both parties for all present and future direct and indirect claims arising from the business relationship, including for cases involving bills of exchange and documents, shall be Munich, Germany. However, the Seller reserves the right to choose to have disputes under the present agreement decided in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with these rules, whereby any such decision shall be final and binding on both parties to the agreement; alternatively, the Seller may choose to bring a case at the court with jurisdiction for the Purchaser's place of domicile, or at the court for the place where the highest national court of the Purchaser has its seat.

XIII. Data protection information

The Seller gathers and processes data belonging to the Purchaser with regard to the relevant business transactions, which also includes personal references. Relevant information on data protection in accordance with Art. 13 of the EU's General Data Protection Regulation (GDPR) (obligation to provide information during data collection) can be accessed via the following link: www.man.eu/data-protection-notice.

XIV. Sharing data with financial service providers

In connection with the fulfilment of the Agreement, data of the Purchaser collected within the context of the conclusion of the Purchase Agreement (e.g. details of the Purchaser, purchased item, price, payment terms, etc.) shall be shared with financial service providers (e.g. banks, credit insurance providers, etc.) in the event that the Purchaser undergoes a refinancing.

XV. Consent of financial service providers to the installation of features

Financial service providers are expressly referred to the fact that the purchased item can be modified by the installation of function parameters or software solutions ("features") and/or updates for features after the conclusion of the Purchase Agreement, and by entering into the Purchase Agreement concerning the purchased item, hereby consent to any such potential modifications to the purchased item.

Appendix 1:

MAN TGE Paint and Body Guarantee

Last updated: 10/2021

1. MAN Truck & Bus SE provides a body guarantee for MAN TGE vehicles, subject to the following conditions, and specifically
 - a 3-year guarantee against paint flaws and
 - a 12-year guarantee against rust corrosion.Rust corrosion in this sense is sheet perforation on the body which has advanced from the inside (cavity) to the outer side.
2. The term of the guarantee starts when the vehicle is handed over by MAN Truck & Bus SE or an authorised MAN sales partner to the first buyer, or from the date of first registration, depending on which event occurs first. Regardless of this, the term of the guarantee starts when the vehicle is delivered, approved, or used by an authorised MAN sales partner.
3. In order for a service arising from this guarantee to be provided, it is essential that all service work has been performed in accordance with the specifications of MAN Truck & Bus SE.
4. If there is a defect that is covered by this guarantee, MAN Truck & Bus SE will have the defect remedied by an authorised MAN workshop (rectification).
5. Any claims in relation to MAN Truck & Bus SE that go beyond rectification are excluded from this guarantee. In particular, there is no entitlement to the delivery of a defect-free vehicle (replacement delivery) under this guarantee. The same applies to claims for replacement, such as the provision of a replacement car, compensation for damages, or compensation for fruitless expenses. This also applies if a defect cannot be ultimately remedied through rectification.
6. This guarantee does not restrict the legal rights of the holder of the guarantee, as Purchaser of the vehicle, with respect to the Seller of the vehicle in the event of deficiencies, and possible claims arising from product liability law against MAN Truck & Bus SE as the manufacturer of the vehicle as well as arising from guarantees granted in any other way by Man Truck & Bus SE.
7. Natural wear, i.e. any restriction of the vehicle due to wear and tear, which is not caused by deficiencies in the material or workmanship, is excluded from this guarantee.
8. Bodies, installations and disassembly as well as defects on the vehicle that are caused by these are not covered by this guarantee. The same applies to any accessory not installed or delivered by the factory.
9. Claims in relation to MAN Truck & Bus SE that arise from this guarantee are ultimately excluded if the defect is caused by the following circumstances:
 - The vehicle has previously been improperly repaired, improperly maintained or improperly serviced by the guarantee holder themselves or by a third party that is not an authorised MAN workshop, or
 - Specifications regarding the operation, handling, or upkeep of the vehicle (e.g. the operating instructions) have not been followed, or
 - The vehicle has been damaged as a result of the intervention of a third party or external influences (such as an accident, hail, or flood), or
 - Parts have been installed or retrofitted in the vehicle without being approved for use by MAN Truck & Bus SE, or the vehicle has been amended in a manner not approved by MAN Truck & Bus SE (e.g. tuning), or
 - The vehicle has been improperly handled or placed under excessive stress (e.g. in motor sports competitions or by overloading), or
 - The guarantee holder has not immediately reported a defect, or
 - The guarantee holder has not immediately provided opportunity for rectification, despite a request.
10. The following applies for processing guarantee claims:
 - a. Claims arising from this guarantee may be asserted exclusively with authorised MAN workshop in the territory of the EEA and in Switzerland.
 - b. The proper implementation of service work must be verified using a maintenance record.
 - c. In the context of rectification, MAN Truck & Bus SE may at its own discretion either replace or repair the deficient part. Replaced parts shall become the property of MAN Truck & Bus SE.
 - d. Until the expiry of the guarantee period for the vehicle, the guarantee holder may assert guarantee claims based on the MAN Truck & Bus SE guarantee for parts installed, painted, or repaired in the context of rectification.
 - e. If the vehicle becomes inoperable due to a defect, the guarantee holder is obliged to contact the authorised MAN workshop that is located nearest to it and ready to provide service. This workshop will then decide whether the necessary work is performed on site, or in their workshop.