



**GENERAL TERMS AND CONDITIONS FOR
THE PURCHASE OF GOODS AND SERVICES
FOR MAN ENTITIES IN POLAND:**

MAN Bus Sp. z o.o.

MAN Trucks Sp. z o.o.

MAN Accounting Center Sp. z o. o.

As of 01 October 2013

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PURCHASE OF GOODS AND SERVICES

As of 01 October 2013

General terms and conditions for the purchase of goods and services by the MAN companies in Poland (MAN Bus Sp. z o.o., MAN Trucks Sp. z o.o., MAN Accounting Center Sp. z o.o.)

1. Definitions

Any references in these general terms and conditions for the purchase of goods and services by the **MAN companies in Poland (MAN Bus Poznań Sp. z o.o., MAN Trucks Sp. z o.o., MAN Accounting Center Sp. z o.o.)**, hereinafter in short "**MAN**" to the below-mentioned terms shall be understood as follows:

1.1 Terms and conditions

Terms and conditions shall refer to the following general terms and conditions for the purchase of goods and provision of services by/ to the benefit of MAN.

1.2 Goods

Goods shall mean all movables as well as all forms of energy and water – in the liquid and gaseous form.

1.2.2 Services

Services shall mean all services related to transport, assembly, disassembly, refuse and wastewater collection, property management and other services, including operation and maintenance of machines and equipment which are performed for the benefit of MAN and all the activities performed within the scope of a mandate contract.

1.3 Purchase of goods

Purchase of goods shall relate to the sale, delivery or other agreement which constitutes the basis for the acquisition of goods by MAN, except for contracts for provision of services, construction works contracts, and contracts for design, manufacture or delivery of equipment. Orders are considered contracts as well.

1.4 Seller

Seller shall mean an entity, including a business entity as within the meaning of Article 431 of the Civil Code, who offers the conclusion of contract or is a recipient of MAN's enquiry or purchase order.

1.5 Written form

Written form shall be understood as defined in Article 78 of the Civil Code, unless these Terms and Conditions state otherwise. Any declarations filed by MAN or the Seller/Service Provider by means of a facsimile or an electronic mail are considered equivalent to the written form.

1.6 Enquiry

Enquiry shall mean an invitation for submitting offers in relation to a bidding contest conducted by MAN and addressed to the Seller.

1.7 Contract for Provision of Services

Contract for Provision of Services shall mean a contract which constitutes the basis for the provision of Services for the benefit of MAN by the Service Provider. Orders are considered contracts as well.

1.8 The Service Provider shall mean an entity, including a business entity within the meaning of Article 431 of the Civil Code, who offers the conclusion of contract or is a recipient of MAN's enquiry or order for provision of services.

2. Scope of Terms and Conditions

2.1

These Terms and Conditions shall apply to all contracts for purchase of goods, provision of services, including all the activities associated with or preceding the conclusion of the said contracts. These Terms and Conditions shall also apply to the preparation and submission of offers by the Seller/Service Provider in response to enquiries.

2.2

Unless agreed otherwise, these Terms and Conditions shall apply to any applicable version. The current version of the Terms and Conditions shall be made available to the Seller/Service Provider prior to the conclusion of a contract. The current version of the Terms and Conditions shall be available electronically at all times at:

www.mantruckandbus.pl

2.3

Unless MAN and the Seller or the Service Provider agreed otherwise in writing, the application of any contract templates of the Seller or the Service Provider shall be excluded. The contract templates shall not be applied also when their inclusion has not been expressly objected by MAN. Acceptance of goods or services by MAN without an explicit reservation or payment by MAN for the purchased goods or services without objection, shall under no circumstances mean any acceptance of the Seller's contract templates.

2.4

In case of any discrepancies between the provisions of the contract concluded by MAN and the Seller or the Service Provider and these Terms and Conditions, the provisions of the contract shall prevail.

2.5

In case of any discrepancies between annexes to the contract, annexes with higher numbers shall prevail, in compliance with the sequence specified in point 2.6 of these Terms and Conditions. In case any annexes attached to the contract are not numbered or are on par with regard to the sequence specified in point 2.6 of the Terms and Conditions, the most recent annexes shall prevail.

2.6

In order to facilitate the interpretation of contract between MAN and the Seller or the Service Provider, the order of documents constituting the parts of the contract shall be as follows:

- contract / order placed by MAN,
- protocol or protocols from negotiations between MAN and the Seller/Service Provider, whereas the content of the protocols prepared shortest before the contract's conclusion shall prevail,
- these Terms and Conditions,
- MAN enquiry,
- technical requirements and quality standards defined for the Goods.

3. Applicable law

All the contracts to which these Terms and Conditions apply shall be governed and interpreted by the Polish law, unless expressly agreed otherwise. The application of the United Nations Convention on the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods shall be excluded.

4. Enquiries and offers

4.1

All enquiries submitted by MAN shall be binding only if submitted in writing.

4.2

If MAN sends an enquiry together with the enquiry form used by MAN, the Seller/Service Provider shall submit an offer using the said form.

4.3

Offers shall be prepared in Polish, English or German. The offer shall be complete and contain all the information necessary for evaluation whether the goods offered by the Seller or the services offered by the Service Provider comply with the requirements specified in the enquiry. In case of offers submitted using the enquiry form used by MAN, the Seller/Service Provider shall include all the information required by MAN.

Along with the offer, the Seller/Service Provider shall submit a written acknowledgement of the content and acceptance of these Terms and Conditions.

4.4

In case MAN clearly specified the requirements for the goods or services in the enquiry, the Seller or the Service Provider shall indicate all discrepancies between the requirements specified by MAN's enquiry and the content of the offer, providing the reasons for exceptions regarding the requirements or conditions specified by MAN.

The list of such discrepancies shall be annexed to the offer submitted by the Seller or the Service Provider.

4.5

Any replies to the enquiries as well as offers and annexes attached to these replies or offers submitted by the Seller/Service Provider are free of charge for MAN. MAN may, at all times, demand the free submission of additional information or documents regarding the contracted goods/ services by the Seller/ Service Provider.

4.6

Offers should explicitly fix both the currency and the price. All the prices are provided in the net value, excluding the amount of the value added tax in accordance with the mandatory provisions of law, unless clearly stated otherwise. If not stated otherwise, the prices fixed in the offer shall include costs of loading, transport, shipment, packaging, insurance, and unloading until delivery of goods to the MAN's seat or a plant indicated in the enquiry, as well as provision of the necessary documentation.

In case of the Services – unless stated otherwise, the prices fixed in the offer shall include costs of materials, equipment, loading, transport, shipment, packaging, insurance, unloading, assembly of items used by the Service Provider to provide the Services and costs of travelling and accommodation of the personnel necessary to provide the Services until the Services are accepted at the MAN's seat or a plant indicated in the enquiry, as well as costs of documentation and training. Unless agreed otherwise, all the prices provided in the offer are lump prices comprising all works, materials, activities necessary for the execution of the contract even if these works, materials or activities are not clearly listed.

4.7

Offers shall be sent to the address defined in the enquiry together with the number of the enquiry and the number of the offer.

4.8

The enquiries submitted by MAN cease to be binding if the Seller/Service Provider fails to make an offer within two weeks of serving the enquiry, unless the enquiry specifies another deadline.

If MAN fails to submit a statement of acceptance of the Seller's/Service Provider's order, the offer is considered not accepted.

5. Special obligations of the Seller/Service Provider in relation to the preparation of an offer

5.1

The Seller/Service Provider shall verify the completeness and consistency of documents provided by MAN in relation to the enquiry's submission immediately upon their receipt. The Seller/Service Provider shall inform the MAN unit which sent the enquiry in writing about all missing documents and information within 3 working days of receiving the enquiry.

5.2

The Seller/Service Provider is obliged to prepare the offer in accordance with the mandatory provisions of law which shall apply to all deliveries and provisions necessary for the proper execution of the contract/provision of services according to good practices and the best available technology, ensuring the best quality and safety standards and the achievement of the intended economic effect by MAN.

5.3

Unless agreed otherwise, MAN allows for the possibility to submit variant or alternative offers which diverge from the requirements defined in the enquiry. However, it should be explicitly stated that the submitted offer is variant or alternative.

5.3.1

The Seller/Service Provider shall explicitly identify the submitted variant or alternative offer as diverging from the requirements specified in the enquiry. The Seller submitting a variant or alternative offer is obliged to preserve the structure and layout (including the numbering of sections) specified in the enquiry. In case preserving the structure and layout specified in the enquiry is not possible due to the content of a variant or alternative offer, the Seller/Service Provider is obliged to explicitly identify all the discrepancies in the submitted offer.

5.3.2

Submitting a variant or alternative offer by the Seller shall be interpreted as a declaration by the Seller/Service Provider that the submitted variant or alternative offer is equivalent in terms of the law, technology, and a period of time to the offer submitted in accordance with the content of MAN's enquiry.

5.3.3

In case the Seller/Service Provider makes any changes in the documentation provided by MAN, the Seller/Service Provider is obliged to guarantee the participation in all works related to changes in the documentation to all representatives of MAN or alternatively to the representatives of entities who prepared the said documentation for MAN. The Seller/Service Provider shall bear all costs related to the participation of the said persons in all works related to changing the documentation.

6. Conclusion of contract

6.1

The Contract for Purchase of Goods/ Provision of Services shall be concluded in writing.

6.2

The Contract for Purchase of Goods/ Provision of Services shall be deemed concluded upon its serving by MAN. The contract may be serviced via e-mail as well.

6.3

Submission of the order without a signature, made by MAN's Purchase Department via e-mail, is accepted.

7. Invoices; terms of payment

7.1

Invoices for purchase of goods or provision of services shall be sent by the Seller or the Service Provider to the address defined in the MAN's order. The invoice shall include Tax Identification Number (NIP) or another corresponding identification number of the Seller, identification number of the Seller/Service Provider assigned by MAN, number and date of the order, additional information regarding MAN agreed upon by MAN and the Seller/Service Provider (e.g. unload place, number and date of bill of lading, quantity and identification numbers of the Goods together with an index or a place of provision of services) as well as the price of the Goods fixed in the contract or remuneration for the Services provided with a separately specified amount of the value added tax.

7.2

Unless specified otherwise, the payment shall be made within 30 days of collecting the invoice. The invoice shall be issued upon delivery of goods or provision of services by the Service Provider in accordance with the contract, confirmed by the final acceptance protocol. In the event of improper issuing of the invoice, the Seller/Service Provider shall issue the correcting VAT invoice or the adjustment note on MAN's request. In case of an early receipt and acceptance of deliveries or provision of services, the invoice shall be issued according to the agreed date for the Goods delivery or other agreed date for provision of services.

7.2.1

The Service Provider shall issue invoices for each settlement period agreed upon in the Contract for Provision of Services. If the Contract for Provision of Services does not define the settlement period, the settlement period shall be a calendar month. The invoice must be issued within 7 working days upon the end of the agreed settlement period.

7.2.2

An invoice shall be accompanied by all documents necessary for settlement.

7.3

In case the parties agreed upon a payment schedule, MAN shall make payments in accordance with the said schedule. MAN makes payments on the 5th, 15th, and 25th day of each month.

7.4

In the event of improper execution of the contract by the Seller/Service Provider, MAN shall be authorized to withhold payment or its part until the contract is properly executed.

7.5

The agreed price of Purchase of Goods/ Provision of Services shall be paid into a bank account. In the event of changing the bank or the bank account during the cooperation of MAN and the Seller/Service Provider, the new bank name or bank account number shall be provided by the Seller/Service Provider separately in writing. Any change of bank or the bank account number shall be reported immediately by the Seller/Service Provider, no later than within 3 working days. Documents regarding changes of the bank or account number shall include signatures of persons authorized to represent the Seller/Service Provider and other information concerning the authorized contact person. The above-mentioned information shall be provided by the Seller/Service Provider by a registered letter or as an attachment to an electronic mail in a form allowing for reproduction of the original letter. The Seller's/Service Provider's failure to provide the information shall exempt MAN from any liability for proper execution of bank transfers.

8. Compliance with the applicable laws

The Seller/Service Provider is obliged to comply with the applicable laws and the regulations issued by competent authorities during execution of the Contract for Purchase of Goods or the Contract for Provision of Services. The obligation shall apply, in particular, to the design, construction or production, transport and assembly of the Goods, provision of services in a way which is in compliance with all safety requirements, quality standards and which does not violate provisions regarding occupational health and safety, and environmental protection as well as third party rights, and which in relation to Services is in compliance with any safety requirements, quality standards and which does not violate provisions regarding occupational health and safety, and environmental protection as well as third party rights. The Seller/Service Provider shall be fully liable for any fines and personal and material damage caused by the violation of those provisions and standards.

9. Obligation of cooperation; Execution of contract

9.1

The Seller/Service Provider is obliged to immediately and regularly inform MAN of any relevant issues regarding the execution of purchase of Goods/ execution of the Contract for Provision of Services and to ensure participation of duly authorized representatives in all discussions regarding execution of the Contract for Purchase of Goods/ provision of services. In case of the Contract for Provision of Services the Seller/Service Provider is obliged to ensure participation of a duly authorized representative in all discussions regarding execution of the Contract for Provision of Services. This representative should be duly authorized to make the necessary decisions and give orders to other people contracted by the Service Provider for the execution of the contract.

9.2

The Seller/Service Provider is obliged to consider and respect any MAN's rights as well as regulations and dispositions binding on its premises in relation to the execution of the Contract for Purchase of Goods or Contract for Provision of Services. In particular, the Seller/Service Provider is obliged to provide appropriate guidance to all persons acting on his behalf during the execution of the Contract in order to ensure due execution of the Contract for Purchase of Goods /Contract for Provision of Services.

9.3

The Seller /the Service provider is obliged to ensure that all procedures related to the execution of the Contract for Purchase of Goods /Contract for Provision of Services are organized in such a way, so that they do not cause any difficulties in the running activities of MAN.

9.4

MAN reserves the right to object to a particular person to be entrusted with the duties defined in point 9.1 of these Terms and Conditions or to dismiss a particular person from this function.

9.5

In the event of changing of deadlines for the completion of particular execution stages of the Contract for Purchase of Goods/Contract for Provision of Services or contract delivery date, the parties shall agree upon new deadlines for the performance of obligations arising out of the Contract, without prejudice to the MAN's right to seek remedy for damages caused by non-compliance with deadlines by the Seller/Service Provider.

9.6

If the provision of Services takes place with the participation of more than one Service Provider, each of the service providers is required to take all necessary actions to guarantee other providers the possibility of timely and proper provision of Services. All disputes and difficulties in this regard shall be immediately reported to MAN's Professional Department. In such a case, MAN is entitled to decide on the further provision of Services at its own discretion.

9.7

MAN is not liable to the Service Provider for any hindrance and impediments caused by other contractors working for MAN.

9.8

Any hindrance or impediments regarding the proper execution of the Contract for Provision of Services shall be promptly reported in writing by the Service Provider to the MAN's Purchase Department. A failure to report any hindrance and impediments shall deprive the Service Provider from all claims arising out of these hindrance and impediments.

10. MAN's Cooperation

10.1

MAN has the right to continuously supervise the execution of the Contract for Purchase of Goods. MAN has the right to continuously supervise execution of the Contract for Provision of Services by the Service Provider or its subcontractors. The right is exercised by the authorized persons who are allowed – in compliance with the mandatory provisions of law – to stay on premises of the Service Provider of its subcontractors.

10.2

The Service Provider is obliged to submit a report on provision of services on MAN's request. Content, deadline, and means of submission of a report shall be defined by MAN in a request for its submission.

10.3

If, as a part of execution of the Contract for Provision of Services, MAN provides the Service Provider independently or through third parties with materials, resources or equipment, or performs certain services, the Service Provider is obliged to diligently control the quality of these materials, resources, equipment or services at his own risk, and to immediately report in writing to MAN any detected defects and faults, in particular those which may hinder or prevent the proper execution of the Contract.

10.4

The Service Provider is obliged to store materials supplied by MAN in appropriate conditions guaranteeing preservation of qualities of those materials and the possibility to properly provide the Services. The Service Provider shall not be entitled to any additional remuneration for storing the materials supplied by MAN.

10.5

The materials supplied to the Service Provider by MAN shall be stored separately from other materials stored by the Service Provider. The materials shall also be permanently and visibly marked as the property of MAN. Removing the materials from the agreed storage place cannot occur without prior written consent of MAN, unless the transfer is necessary in relation to the provision of Services or in order to prevent these materials from destruction or damage.

10.6

The Services Provider is fully liable for the materials supplied by MAN in the amount of their market value. The Service Provider is obliged to insure the supplied materials against fire, flood, theft, and other damages.

10.7

The Service Provider is required to execute the Contract for Provision of Services by means of its own enterprise. Partial or complete execution of the contract by a subcontractor is accepted. Partial or complete execution of the contract by a subcontractor shall not release the Service Provider from the liability for execution of the Contract.

10.8

The Service Provider shall be fully responsible for any actions of the Subcontractors and is required to verify whether they comply with the provisions of law, in particular the labor law and product safety law.

11. Hindrance and impediments

11.1

Any hindrance and impediments concerning the proper execution of the contract for purchase of Goods/ Provision of Services shall be immediately reported by the Seller/Service Provider to the MAN's Purchase Department in writing. A failure to report any impediments and hindrance shall deprive the Seller from all claims arising out of these impediments and hindrance.

12. Assignment of claims

12.1

The Seller/Service Provider is not allowed to assign any claims accrued from MAN in relation to the Contract for Purchase of Goods/ Provision of Services to any third party without prior written consent of MAN or authorize any third party to pursue such claims.

13. Restraint on the mutual consideration. Setting off

13.1

Any restrictions of MAN's right to refrain from the mutual consideration for the benefit of the Seller/Service Provider or limitation of the possibility to set-off, shall be ineffective towards MAN.

13.2

The Seller hereby authorizes MAN to effect set-offs, including contractual ones, of any claims to which MAN is entitled from the Seller/Service Provider against any claims to which the Seller/Service Provider is entitled from MAN.

14. Unfair competition. Liability of collective entities.

14.1

The Seller/Service Provider is obliged to guarantee that its employees and other persons acting on its behalf under other legal relationships, shall not commit the offence to the detriment of MAN as indicated in chapter 2 of the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws of 2003, No. 153, item 1503, as amended).

14.2

In respect of execution of the Contract for Purchase of Goods/ Provision of Services, the Seller/Service Provider is obliged to comply with the following rules:

- its behavior (actions, cancellations or omissions) cannot violate the mandatory provisions of law. This prohibition also refers to the employees, representatives of the Seller/Service Provider and other persons acting on their behalf or to their benefit and relates particularly to acts that may lead to committing the offence delineated in Article 16 of the Act on Liability of Collective Entities for Acts Prohibited by Law of 28 October 2002 (Journal of Laws 2002, no. 197, item 1661, as amended). This prohibition shall relate particularly but not exclusively to such prohibited acts as e.g.: breach of trust, capital fraud, obstruction of the pursuit of claims, money laundering, maintaining inaccurate documentation, obstruction of public tender, bribery and paid protection, fraud,

forgery of documentation, attestation of untruth, using of attestation of untruth, computer sabotage, fiscal offence against tax obligation and calculations of donations or subsidies, fiscal offences against customs duties and the rules of circulation of goods and services with foreign countries, exporting of hazardous waste against the mandatory provisions of law, breach of trade secret, copying of products, counterfeiting, forgery of value marks;

- is obliged to undertake all possible actions in order to protect MAN's reputation and in order to avoid any actions or omissions that could lead to damage of MAN's reputation;

- is obliged to act within the scope of the entrusted tasks (and within granted powers of attorney or other authorizations). Any waiver from the scope of the entrusted tasks (or granted powers of attorney or other authorizations) is possible only upon receiving prior written consent of MAN;

- is obliged to directly inform the Management Board of MAN or persons appointed in writing by the Management Board of MAN of any known fact that can lead to violation or threatening of MAN's business in any way. It relates especially to the information on any prohibited acts that can be committed in relation to the execution of the tasks entrusted by MAN.

14.3

The Seller/Service Provider is obliged to return on each MAN's request, any letters and documents that certify or confirm their authorization or authorizations of other persons to make decisions on behalf of MAN. The request for return of a document means the cancellation of the authorization, unless the request states otherwise. The return of a document shall take place not later than after completion of actions described in it, unless the original copy of a document has been submitted to the competent administrative authority or court. In such an event a confirmation of submitting the original copy of a document should be submitted.

14.4

Granting of further authorizations by the Seller/Service Provider is allowed only if it has been approved in the authorization. The MAN's Legal Department should be informed in writing about granting any further authorization.

14.5

The Parties mutually and explicitly agree that any breach of the above-mentioned rules and responsibilities may be treated as the basis of liability of the Seller/Service Provider towards MAN. The Seller/Service Provider is aware of the fact that the breach of those rules may constitute the basis for termination of the contract with MAN (or any other legal relationship). MAN reserves the right to claim compensation for damages in accordance with general principles due to the breach of rules or responsibilities described in these Terms and Conditions.

15. Copyrights and industrial property rights; confidentiality; advertising

15.1

MAN or MAN's shareholders are entitled to any rights, including intellectual property rights, in relation to all the drawings, drafts, calculations, and other documents as well as models and designs provided for the Seller/Service Provider in relation to the conclusion of the contract. Subjects of these rights cannot be made available to any third party without prior written consent of MAN. The Seller/Service Provider may use the subjects only in order to execute the contract concluded with MAN, and after the execution they should be immediately returned to MAN, without an additional request.

15.2

Brand names and trademarks as well as part numbers of MAN shall be placed on the Goods if required by the documents provided in relation to execution of the contract or if the Seller is given such an instruction by MAN. The Goods marked in this way may be transferred to MAN only. In case of justified return of the Goods marked with a brand name, trademark or a part number of MAN, the Seller shall undertake all actions necessary to prevent any use of

the Goods, unless MAN gives the Seller a different instruction in this matter.

15.2.1

The Service Provider is allowed to place brand names and trademarks of MAN or other entities connected by capital with MAN, in particular of MAN's shareholder, on items and products manufactured by the Service Provider in relation to the contract for Provision of Services if such an authorization is clearly stated in the documents provided by MAN in respect of the execution of the contract or if MAN gives such an instruction to the Service Provider. The items and products marked in this way may be transferred to MAN only. In case of justified return of items or products marked with a brand name, trademark or a part number of MAN, the Service Provider shall undertake all actions necessary to prevent any use of these items or products, unless MAN gives the Service Provider a different instruction in this matter.

15.3

The Seller/Service Provider is obliged to treat any information, documents and other items provided by MAN to the Seller/Service Provider in relation to preparation of an offer, conclusion and execution of the contract as MAN business secrets within the meaning of Article 11, Section 4 of the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws of 2003, No. 153, item 211, as amended). The obligation to keep a secret shall not cease after execution of the contract by the Seller, provided that the information, documents or other items covered by the MAN business secret were not in public domain or officially known.

15.4

The Seller/Service Provider is also obliged to keep the fact of concluding the contract with MAN secret, unless it is required to be disclosed according to the mandatory provisions of law to persons authorized by law to gain such information. Disclosure of the fact of cooperation with MAN by the Seller/Service Provider for advertising purposes is allowed only after receiving prior written consent of MAN. Such consent is given by MAN only for a particular advertising action described by the Seller/Service Provider in the application addressed to MAN.

15.5

In accordance with Article 11, Section 4 of the Industrial Property Law Act of 30 June 2000, the parties agree that only MAN may obtain the patent for an invention or the protection right for utility model as well as right of registration of an industrial model in relation to the invention and designs created in connection with or during execution of the Contract for Purchase of Goods/Provision of Services. The Seller/Service Provider is obliged to include respective provisions within this scope in the contracts concluded with employees or other persons engaged in execution of the Contract for Purchase of Goods/Provision of Services.

15.6

The Seller/Service Provider is obliged to provide MAN with complete documentation related to designs and inventions described in point 15.5 of these Terms and Conditions.

15.7

The Seller/Service Provider is obliged to immediately transfer all copyrights onto MAN if those rights relate to the works created in connection to the execution of the Contract for Purchase of Equipment/ Provision of Services.

15.8

If during the execution of the Contract for Purchase of Goods/Provision of Services, the Seller/Service Provider uses items or programs protected by copyrights or industrial property rights owned by any third parties, the Seller/Service Provider shall be obliged to undertake any actions not to infringe those rights. The Seller/Service Provider shall be fully liable for compensation claims or other claims raised by the authorized third parties in relation to the infringement of their rights.

15.9

The breach of the provisions of points 15.1-15.8 of these Terms and Conditions by the Seller/Service Provider shall be recognized as a material breach of the contract concluded between the

Seller/Service Provider and MAN, which constitutes a reason for an immediate termination of the contract by MAN.

15.10

If, as an effect of breach of the rights of third parties defined in point 15.8 of these Terms and Conditions by the Seller/Service Provider, the authorized third party requires MAN to cease using the Goods, the Seller shall be obliged to repair the breach and its effects at its own expense and to return to MAN the remuneration received for the Goods including penalty interest of 10% on an annual basis. The above does not exclude the possibility to claim any further compensation by MAN as well as to raise other claims in order to remove or decrease damages caused by the breach of the rights of third parties by the Seller. In case of Services, the Service Provider is obliged to redress the damage.

15.11

All means of production manufactured by the Seller/Service Provider based on the data or documents provided by MAN, such as e.g. moulds, patterns, matrices, models, designs, tools, forms, welding patterns, programs etc., may be used by the Seller/Service Provider only for the realization of orders placed by MAN. The Seller/Service Provider may not use these means of production for its own purposes or to offer or make them available to third parties.

15.12

Any technical documentation (drawings, plans, calculations, spare parts lists, programs etc.) that in particular is or may be necessary for the purpose of assembly, operation, usage, repair, manufacture or purchase of spare parts as well as obtaining permits required by law shall be transferred to MAN by the Seller/Service Provider in due course and in a number of copies required by MAN and properly made. Such documentation shall be transferred by the date agreed in the contract.

16. Other obligations of the Seller/Service Provider

16.1

The Seller is obliged to conduct quality control of the Goods before their delivery to MAN. The Seller is particularly obliged to verify whether Goods demonstrate the agreed qualities and can be used as defined by the contract or as customary accepted for the Goods of this kind. The scope and content of quality control conducted by the Seller may be determined in the contract concluded by the parties. The Seller is obliged to conduct the quality control in accordance with the kind and importance of the Goods and the best available knowledge concerning the technical qualities of the Goods.

16.1.1

Unless agreed otherwise in the Contract for Provision of Services, the Service Provider shall immediately after the conclusion of this contract, receive the documentation necessary for the proper execution of the contract. The Service Provider is obliged to verify the completeness and correctness of the documents provided by MAN in relation to the conclusion of the Contract for Provision of Services. Possible deficiencies or mistakes shall be immediately reported to MAN by the Service Provider and in agreement with MAN, any appropriate changes and additions to these documents shall be made.

16.1.2

The Service Provider is obliged to conduct quality control of its Services on an ongoing basis.

16.2

The Seller/Service Provider shall use and improve, or update, the system assuring quality in compliance with the state-of-art technical knowledge, adequate in terms of kind and properties of the Goods provided by the Seller/Services provided by the Service Provider.

16.3

In relation to parts of machines or motor vehicles which were expressly marked in technical documentation or separate agreements, the Seller is obliged to record separately when, how and by whom the subject of delivery has been checked in terms of the properties subject to documentation and what the outcomes of the necessary and required quality tests were. Control

documentation shall be kept in accordance with the applicable provisions of law and presented on MAN's written request. The Seller is obliged to require its employees to maintain records in this matter, within their possibilities arising out of the applicable provisions of law.

16.4

Breach of the obligations defined in points 16.1–16.3 by the Seller results in the assumption, to which the Seller hereby gives consent, that particular batch of the Goods had concealed defects.

16.4.1

The Contract for Provision of Services relates to the execution of Services in a complete and proper manner and the execution by the Service Provider of all other works connected to provision of Services together with complete documentation unless the Contract for the Provision of Services states otherwise.

16.4.2

If MAN designates a project coordinator in relation to the conclusion of the Contract for Provision of Services, the project coordinator is not entitled to subcontract any additional works in the name of MAN or to making agreements on changes to the contract. Such entitlements are given only to the Purchase Department.

16.4.3

If during the execution of the contract for Provision of Services it turns out that it is necessary to change the scope of performed Services, each party is obliged to immediately notify other party of the fact in writing.

16.4.3

The offer including changes to the Contract for Provision of Services shall be governed by the provisions applying to the offer.

16.5

All changes regarding the scope must be made in a form of an annex (change of order) to the Contract for Provision of Services. This shall not apply to the works which arise out of the necessity to protect life or health of people or to avoid significant damage of the property of MAN or third parties.

16.6

MAN shall be authorized to change the scope, manner and deadlines for execution of the Contract for Provision of Services and to give proper guidance concerning those changes to the Service Provider. MAN shall take into consideration the technical and staff capabilities of the Service Provider when making changes of that kind.

16.7

The Service Provider is obliged, immediately upon conclusion of the Contract for Provision of Services, to contact the department of MAN specified in the enquiry or order to agree on details regarding provision of Services, in compliance with the provisions of the Contract for Provision of Services, its annexes and these Terms and Conditions. The Service Provider shall, in particular, agree on such a way of provision of Services which does not cause any difficulties in the running activities of MAN or does not hinder the execution of the contracts concluded with MAN by other entities.

16.8

In case of provision of Services based on managing the MAN's assets, the Service Provider is obliged to undertake any activities aiming at, in particular, long-term optimization of utilizing those assets within the activities conducted by MAN.

16.8.1

Before starting the Services provision, the Service Provider is obliged, in particular, to check the location of all installations and equipment, to adapt the way of providing Services to existing conditions and to protect the property of MAN against damage or destruction during or in relation to providing Services.

16.8.2

The Service Provider is obliged to plan such deadlines for provision of all Services which require cooperation of MAN and third parties, with whom MAN concluded appropriate contracts, so that MAN or these third parties could in the most possible deadline verify the scope of their activities and prepare for their execution.

16.8.3

The Service Provider who acquires equipment, materials, resources etc. necessary for provision of Services from third parties is obliged to indicate those third parties to MAN in order to ensure the quality. The indication of such third parties shall be performed in the Service Provider's offer. MAN can refuse to approve, for justified reasons, of acquiring by the Service Provider of such equipment, materials or resources necessary for provision of Services from the third parties indicated by the Service Provider.

16.8.4

The Service Provider is obliged to maintain diligently the complete documentation of any Services provided to MAN.

16.8.5

MAN is authorized to access the documentation of the provided Services. MAN is authorized to require copies or certified copies of all documents collected by the Service Provider within the documentation, at all times.

16.8.6

The documentation shall be stored in the Service Provider's seat or, if possible, in the place of provision of Services and correspond to the current stage of provision of Services. The documentation shall be properly secured against access of unauthorized third parties.

16.8.7

In case of termination or completion of the Contract for Provision of Services, the Service Provider is obliged to provide the complete documentation of the Services provided to MAN.

16.8.8

MAN may make available to the Service Provider the tools necessary to execute the contract for Provision of Services. These tools remain the property of MAN and the value of remuneration for their availability shall be included in the price agreed upon by the parties. The Service Provider is obliged to use these tools only for purpose of the execution of the contract concluded with MAN. The Service Provider is obliged to conclude the insurance contract on these tools against fire, flood, and theft and to transfer all claims which the Service Provider is entitled to due to these insurance contracts, to the benefit of MAN. Additionally, the Service Provider is obliged to perform, at its own expense, all the repairs of these tools. Any tool damage shall be reported immediately to MAN by the Service Provider.

16.9

If the Services provided by the Service Provider require an acceptance, the following provisions shall apply:

16.9.1

The proof of diligent provision of Services by the Service Provider shall be the protocol of final acceptance of Services confirming their diligent execution with no faults or defects.

16.9.2

Prior usage, running, or an administrative acceptance required by the provisions of law concerning objects in relation to which the Services were provided by the Service Provider, shall not constitute their acceptance. Also, the Service Provider's notification on the provision of Services shall not constitute their acceptance.

16.9.3

Submission of the notice of readiness for acceptance by the Service Provider shall mean the assertion that the Services have been executed in compliance with the contract, in particular, that they are free from any faults or defects.

16.9.4

The Parties may agree upon a date for preliminary acceptance preceding the final acceptance as well as the dates of the partial acceptances.

16.9.5

Each acceptance requires a protocol to be signed by duly authorized representatives of both parties. The refusal to sign the acceptance protocol together with its reasons shall be included in the protocol. The protocol shall contain the information regarding persons participation in acceptance and indicate whether the Services have been executed properly and timely, and in case of

detection of any faults or defects – the indication of new deadline for their removal and re-acceptance.

16.9.6

All costs connected with the re-acceptance of the Services shall be incurred by the Service Provider. If during the re-acceptance it turns out that the Service Provider has not removed the detected faults or defects or if new faults or defects are discovered, MAN may entrust the removal of these faults or defects to a third party at the expense and risk of the Service Provider or withdraw from the contract.

16.9.7.

Verification of the correctness of the execution of Services shall take place in agreement with MAN but at the expense and risk of the Service Provider. If MAN makes its personnel available to the Service Provider for the purpose of such verification, the Service Provider shall be fully liable for damages to those persons. The Service Provider shall be also fully liable for any damages to MAN's property induced by the verification.

16.9.8

If the parties did not specify the date of commencing provision of Services by the Service Provider in the Contract for Provision of Services, the Service Provider is obliged to commence the provision of Services immediately.

16.9.9

Unless agreed otherwise, the Service Provider is obliged to submit the schedule of executing the Contract for Provision of Services to MAN within 5 working days upon the conclusion of the Contract. The schedule must be approved by the Professional Department of MAN. The Professional Department of MAN may raise objections to the Service Provider in relation to the content of the schedule. The Service Provider is obliged to consider justified objections of MAN and change the schedule accordingly.

16.10

During the execution of the Contract for Provision of Services, changing of deadlines specified in the schedule is possible only in agreement with the Professional Department of MAN. Changes of the schedule cannot influence the final deadline for the execution, defined in the Contract. However, if due to changes in the schedule it should be necessary to change deadlines defined in the Contract.

16.10.1

The Service Provider is obliged to immediately inform the Purchase Department of MAN in writing about the intention of earlier or later execution of Services. MAN is entitled to refuse the acceptance of Services before the agreed deadline for their delivery. In case of such a refusal, the Service Provider shall incur any costs and risks related to refusal of the early acceptance of Services by MAN until the deadline for the execution of Services.

16.10.2

If the Service Provider is in default with the execution of Services, it shall be obliged to pay contractual penalties in the amount agreed every time in the Contract. MAN reserves the right to claim compensation under the Act and related to the default in provision of Services by the Service Provider, and in particular compensation due for any damage resulting from production withholding, and exceeding the above-mentioned amount of contractual penalty.

16.10.3

If MAN, as a consequence of the force majeure cannot accept the Services in the agreed deadline and place, the Service Provider shall not be entitled to any compensation claims from MAN for the delay in acceptance of the Services. In such a case the Service Provider cannot require MAN to satisfy the mutual obligations arising out of the contract. The force majeure in the meaning of these Terms and Conditions shall be any unforeseen, inevitable, and serious occurrences such as natural catastrophes, wars, riots, tumults, strikes, administrative measures, and other. MAN shall inform the Service Provider, whenever possible, on the estimated duration of the impediments caused by the force majeure. For the duration of the impediments, the Service Provider is obliged to properly secure the executed Services at its own expense and risk.

16.10.4

MAN is released from the obligation to accept any ordered Services completely or partially and is authorized to withdraw from the contract, to this extent, within two months upon the day the force majeure ceased to exist, only if these Services due to the delay caused by the force majeure have become economically useless for MAN.

16.10.5

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

16.10.6

If the Service Provider provides services in an inappropriate manner, MAN shall request the Service Provider to remove the occurred irregularities within the period of time defined by MAN. If the Service Provider cannot execute the request of MAN within the period of time defined by MAN, then MAN is entitled to withdraw from the Contract. The Service Provider shall incur all costs related to the withdrawal. MAN is entitled to any deduction (including a contractual one) of costs related to the removal of irregularities from the payments due to the Service Provider against MAN.

16.10.7

If the Service Provider provides the Services in an inappropriate or faulty manner again, MAN is entitled to withdraw from the contract without designation of an additional deadline for the Service Provider in order to allow for the appropriate execution of the Services. The Service Provider shall incur all costs related to the withdrawal. MAN is entitled to any deduction (including a contractual one) of costs related to the removal of irregularities from the payments due to the Service Provider against MAN.

16.10.8

If regardless of an ineffective expiration of a deadline specified for the Service Provider by MAN in accordance with point 16.10.6 of these Terms and Conditions, MAN decides not to withdraw from the Contract, then MAN may remove the irregularities alone or have them removed by a third party. The Service Provider shall incur all costs related to such a removal of irregularities. MAN is entitled to a deduction (including a contractual one) of costs related to the removal of irregularities from the payments due to the Service Provider against MAN.

16.10.9

In case the inappropriate provision of Services by the Service Provider may result in or constitute a direct threat for life or health of people or may cause a material damage of property, MAN is entitled to take actions in order to prevent such consequences alone or with a help of a third party and at the expense and risk of the Service Provider. MAN shall inform the Service Provider of the irregularities found as soon as practicable and, if possible, ensure the participation of the Service Provider in their removal.

16.10.10

MAN is entitled to claim reduction of remuneration and compensation for damages due to improper provision of services. If an improper provision of services results in production withholding, MAN may claim a contractual penalty for each occurrence of the withholding.

The Service Provider is also obliged to release MAN from all compensation claims due to improper provision of Services raised by third parties and compensation of all consequential damages.

16.10.11

Unless other liability rules are agreed in other part of these Terms and Conditions, the Service Provider is obliged to cover all damages sustained by MAN directly or indirectly, as a result of inappropriate or faulty provision of Services, breach of the administrative provisions regarding safety by the Service Provider or due to any other reasons attributable to the Service Provider, even if the Service Provider cannot be blamed. Unless agreed otherwise, the Service Provider undertakes to conclude the civil liability insurance contract in the scope of its own business activity, damages due to a hazardous product or damages caused to the natural environment. The above-mentioned insurance contract shall be concluded for the duration of the contract between MAN and the

Service Provider. MAN may request the submission of the insurance policy along with the detailed terms and conditions of the insurance. MAN shall be only liable for damages to the Service Provider caused by willful misconduct.

17. MAN's verification

17.1

MAN is obliged to conduct the initial control regarding the compliance of the delivered Goods with the order, deficiencies or faults, transport damages and quality control. Possible faults or deficiencies found by MAN during the initial control shall be immediately reported to the Seller. Deadline for the removal of faults shall be arranged with MAN.

17.2

Other verifications of the Goods by MAN shall take place during the control of the production process and final controls. Faults which have been found shall be reported to the Seller immediately upon finding them by MAN.

18. Manufacture of Goods; Reports on changes

18.1

If during the execution of the contract it turns out that due to technical or other reasons, it becomes necessary to derogate from the previously agreed properties of the Goods, each party shall be obliged to inform the other party thereof in writing.

18.2

If the required change influences the previously agreed price of purchase of Goods, then the parties undertake to agree on a new price.

18.3

If due to the time of making a change in the execution of the contract, the observance of the previously agreed deadline for the delivery of the Goods by the Seller is impossible or significantly hindered, then the parties shall agree on a new deadline for the delivery of the Goods.

18.4

Any changes in the manufacture of the Goods shall be realized only after submission of a written change of order. This shall not apply to the works which arise out of the necessity to protect life or health of people or to avoid significant damage of the property of MAN or third parties.

19. Tools

MAN may make available to the Seller the tools necessary to execute the manufacture of Goods. These tools remain the property of MAN and the value of remuneration for their availability shall be included in the price agreed upon by the parties. The Seller is obliged to use those tools only for purpose of the execution of the contract concluded with MAN. The Seller is obliged to conclude the insurance contract on tools provided to the Seller against fire, flood, and theft and to transfer all claims which the Seller is entitled to due to these insurance contracts, to the benefit of MAN. Additionally, the Seller is obliged to perform, at its own expense, all the repairs of these tools. Any tool damage shall be reported immediately to MAN by the Seller.

20. Consideration

20.1

The parties understand the delivery of the Goods by the Seller as the Seller's declaration that the Goods have the properties defined by the contract and are free from any faults.

20.2

The Seller is obliged to deliver Goods that are free from any faults and compliant with the Contract, together with the complete documentation in Polish (such as: guarantee cards, instructions, product data sheets, certificates etc.), unless the Contract for Purchase of Goods states otherwise. The contracted Goods shall include all parts and elements necessary for the appropriate, correct, reliable operation, even if they were not expressly indicated in the enquiry or the order.

20.3

If the operation or incorporation of the Goods is conditioned by the receipt of any authorization for their utilization or any other official certificate or declaration allowing operation of the Goods, the Seller shall obtain such decisions, certificates or declarations and submit them to MAN not later than on the day of delivery of the Goods.

20.4

Delivery of any faulty Goods by the Seller shall not be considered the execution of the Contract. Delivery of the faulty Goods shall include a delivery by the Seller of any goods other than defined by the Contract or a delivery of goods in the wrong amount or a delivery of faulty goods or a delivery of goods without the required documentation.

20.5

MAN shall not be obliged to accept Goods which are not free of faults. MAN reserves the right to accept any faulty Goods without prejudice to the rights conferred to it by the Act or the Contract.

21. Transfer of risks

21.1

Unless agreed otherwise, loading, shipping, transport, unloading of the Goods ordered by MAN takes place at the risk of the Seller. The Seller is obliged to conclude an insurance contract for transport.

21.2

Unless agreed otherwise, the delivered Goods shall be packaged according to the commercial practice and according to the properties of the packaged item. The Seller shall be liable for damage due to faulty packaging. The Seller agrees to collect all packaging materials.

21.3

The acceptance of Goods shall be confirmed by the proof of delivery of Goods issued by the Seller. The confirmation shall be made by the person authorized to act on behalf of MAN. The proof of delivery shall include the following data:

- No. of the order
- quantity and units of the order
- specification of Goods
- the plant of MAN and unloading place
- material indexes of MAN

22. Deadlines; delays

22.1

Deadline for the delivery of Goods shall be binding for the Seller.

22.2

The Seller is obliged to immediately inform the Purchase Department of MAN in writing about the intention of earlier or later delivery of the Goods. MAN is entitled to refuse acceptance of the Goods before the agreed deadline for their delivery. In case of such a refusal, the Seller shall incur any costs and risks related to the refusal of the early acceptance of the Goods by MAN until the deadline for the delivery of Goods.

22.4

If MAN, as a consequence of the force majeure cannot accept the Goods in the agreed deadline and place, the Seller shall not be entitled to any compensation claims from MAN for the delay in the acceptance of the Goods. In such a case the Seller cannot require MAN to satisfy the mutual obligations arising out of the Contract. The force majeure in the meaning of these Terms and Conditions shall mean any unforeseen, inevitable, and serious occurrences such as natural catastrophes, wars, riots, tumults, strikes, administrative measures, and other. MAN shall inform the Seller, whenever possible, on the estimated duration of the impediments caused by the force majeure. For the duration of the impediments, the Seller is obliged to properly secure the executed Goods at its own expense and risk.

22.5

MAN is released from the obligation to accept the ordered Goods completely or partially and is authorized to withdraw from the Contract, to this extent, within two months upon the day the force majeure ceased to exist, only if these Goods, in relation to the delay

caused by the force majeure have become economically useless for MAN.

23. The Seller's liability for faulty Goods/the Service Provider's liability for the improper provision of Services

23.1

The Seller is fully liable for the faults of Goods in accordance with the mandatory provisions of law, and in particular the provisions on the statutory liability for faults of a sold product.

23.2

Unless agreed otherwise, the statutory warranty shall expire after 24 months upon the delivery to MAN.

23.3

If the Seller provides any faulty Goods, MAN shall enable the Seller to remove the faults or to deliver any Goods free of any faults within the period of time defined by MAN, unless another delivery is useless for MAN. If the Seller cannot execute the request of MAN within the period of time defined by MAN, then MAN is entitled to withdraw from the contract and send the Goods back at the expense and risk of the Seller. The Seller shall incur all costs related to the withdrawal. MAN is entitled to a deduction (including a contractual one) of costs related to the removal of irregularities from the payments due to the Seller against MAN.

23.4

If the Seller delivers faulty Goods again, MAN shall be entitled to withdraw from the contract without designation of an additional deadline for the Seller to deliver any Goods free of any faults. The Seller shall incur all costs related to the withdrawal. MAN is entitled to a deduction (including a contractual one) of costs related to the removal of irregularities from the payments due to the Seller against MAN.

23.5

If regardless of an ineffective expiration of a deadline specified for the Seller by MAN in accordance with point 23.3 of these Terms and Conditions, MAN decides not to withdraw from the contract, then MAN may remove the faults of the Goods alone or have them removed by a third party. The Seller shall incur all costs related to such a removal. MAN is entitled to a deduction (including a contractual one) of costs related to the above-mentioned removal of faults from the payments due to the Seller against MAN.

23.6

In case the faults of the Goods delivered by the Seller may result in or constitute a direct threat for life or health of people or may cause a material damage of property, MAN is entitled to immediately remove the faults of Goods alone or with a help of a third party and at the expense and risk of the Seller. MAN shall inform the Seller of the faults found as soon as practicable and, if possible, ensure the participation of the Seller in their removal.

23.7

MAN is entitled to claim reduction of the price of any faulty Goods and compensation for damages. If a delivery of any faulty Goods results in production withholding, MAN may claim a contractual penalty for each occurrence of the withholding, as defined in point 22.3. The Seller is also obliged to release MAN from all compensation claims due to a delivery of faulty Goods raised by third parties and from compensation of all consequential damages.

23.8

The Service Provider shall be fully liable for an improper provision of the Services.

23.9

If the Service Provider provides Services in an inappropriate manner, MAN shall request the Service Provider to remove the occurred irregularities within the period of time defined by MAN. If the Service Provider cannot execute the request of MAN within the period of time defined by MAN, then MAN is entitled to withdraw from the contract. The Service Provider shall incur all costs related to the withdrawal. MAN is entitled to a deduction (including a contractual one) of costs related to the removal of irregularities from the payments due to the Service Provider against MAN.

23.10

If the Service Provider provides Services in an inappropriate or faulty manner again, MAN shall be entitled to withdraw from the contract without designation of an additional deadline for the Service Provider in order to allow for the appropriate execution of the Services. The Service Provider shall incur all costs related to the withdrawal. MAN is entitled to a deduction (including a contractual one) of costs related to the removal of irregularities from the payments due to the Service Provider against MAN.

23.11

If regardless of an ineffective expiration of a deadline specified for the Service Provider by MAN in accordance with point 23.9 of these Terms and Conditions, MAN decides not to withdraw from the contract, then MAN may remove the irregularities alone or have them removed by a third party. The Service Provider shall incur all costs related to such a removal. MAN is entitled to a deduction (including a contractual one) of costs related to the removal of irregularities from the payments due to the Service Provider against MAN.

23.12

In case the inappropriate provision of Services by the Service Provider may result in or constitute a direct threat for life or health of people or may cause a material damage of property, MAN is entitled to take actions in order to prevent those consequences alone or with a help of a third party and at the expense and risk of the Service Provider. MAN shall inform the Service Provider of the irregularities found as soon as practicable and, if possible, ensure the participation of the Service Provider in their removal.

23.13

MAN is entitled to claim reduction of remuneration and compensation for damages due to improper provision of services. If an improper provision of services results in production withholding, MAN may claim a contractual penalty for each occurrence of the withholding, as defined in point 22.9.

The Service Provider is also obliged to release MAN from all compensation claims due to improper provision of Services raised by third parties and from compensation of all consequential damages.

24. Liability / civil liability insurance / collaterals

24.1

Unless agreed otherwise, the Seller/Service Provider is obliged to cover all damages sustained by MAN directly or indirectly, as a result of faulty Goods/ inappropriate or faulty provision of Services, breach of the administrative provisions regarding safety by the Seller/Service Provider or due to any other reasons attributable to the Seller/Service Provider, even if they cannot be blamed.

24.2

Unless agreed otherwise, the Seller/Service Provider undertakes to conclude the civil liability insurance contract in the scope of the own business activity, damages due to a hazardous product or damages caused to the natural environment. The above-mentioned insurance contract shall be concluded for the duration of the contract between MAN and the Seller/Service Provider. MAN may request the submission of the insurance policy along with the detailed terms and conditions of the insurance.

24.3

Compensation claims due to the absence of the Goods' properties which existence was assured by the Seller as well as the Seller's liability claims for the hazardous product shall remain unchanged.

24.4

MAN shall be only liable for damages to the Service Provider caused by willful misconduct.

25. Personal data protection

The parties are required to gain, store and process any personal data in such a way, so that it does not violate the mandatory provisions of law.

**26. Final provisions**

Any changes to the content of the legal relationship between MAN and the Seller/Service Provider require a written form on pain of nullity. The above provision also applies to sending of this contract in a form defined in point 6.1 of these Terms and Conditions.

27. Severability clause

If any of the provisions of these Terms and Conditions or other provisions binding the Parties to the contract proves to be ineffective or unenforceable in the future, this shall not affect the validity of the remaining provisions of the contract. The above refers accordingly to any possible omissions in the contract.

28. Place of execution. Competent court.**28.1**

The place of the execution of the provisions arising out of the Contract for Purchase of Goods/ Provision of Services shall be the seat of MAN, unless the parties expressly agree on another place of execution of the provisions.

28.2

The competent court for settlement of disputes between the Parties shall be a common court of law having jurisdiction over the seat of MAN. MAN may, however, claim its rights in a court law having jurisdiction over the seat of the Seller/Service Provider.

28.3

In case of any disputes, the Polish version of these General Terms and Conditions for Purchase shall prevail.