

The following "Terms and Conditions of Sale and Delivery" apply to orders (quotations) and sales of vehicles.

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 the contract

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 order confirmation in written form 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 text form.
2. If the order confirmation deviates from the purchase order and the Seller has made explicit reference to these deviations in the order confirmation, the Agreement shall enter into force under the conditions in the order confirmation. In such cases, however, the Purchaser has the right to withdraw from the Agreement, whereby this must be submitted in writing within two weeks after receipt of the order confirmation.
3. Transfers of rights and obligations of the Purchaser arising from the Purchase Agreement require the consent of the Seller in written form, unless the interest of the Purchaser worthy of protection outweighs an exclusion of assignment or the Purchaser has a claim against the Seller for money.

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, the prices shall be net excluding value-added tax or comparable taxes. The statutory value-added tax or comparable taxes will be charged in addition to the net prices.
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 two weeks of receipt of the order confirmation.

III. Payment – late payment and offsetting

1. The purchase price and prices for additional services shall be due for payment upon delivery or submission of the invoice, but in any case before the purchased item is handed over. The payment of the purchase price must be made free of charge to the account specified by the Seller according to the agreements reached.
2. Payment of the purchase price must be made from a bank account belonging to the Purchaser. Exceptions to this are the following:
 - a. Cash payments up to a value of EUR 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).
3. In the event that the Seller is in default (also in the case of delay in acceptance), the Purchaser is entitled to charge default interest at a statutory rate (for business enterprises: Section 456 Austrian Commercial Code (UGB), for consumers: Section 1000 (1) Austrian General Civil Code (ABGB)).
4. 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.

5. 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 delivery periods are non-binding unless they have been expressly agreed as fixed. Unless otherwise agreed, the delivery period shall commence upon receipt of the written order confirmation, provided that all technical and commercial details have been clarified and all agreed payments on account have been made. The delivery deadline shall be deemed met if the shipment is ready for dispatch within the delivery period and the Purchaser is informed of this.
2. 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.
3. If a non-binding delivery deadline or a non-binding delivery period is exceeded by eight 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, the item entitled IX "Compensation claim and product liability" of these Terms and Conditions shall apply.
4. If, in addition, the Purchaser wishes to withdraw from the agreement and/or demand compensation instead of performance, it must set the Seller a reasonable time limit for the delivery after expiry of the eight-week period. Claims for compensation are based on the item entitled IX "Compensation claim and product liability" of these Terms and Conditions.
5. If a binding delivery date or a binding delivery period is exceeded, the Seller is already in default when the delivery date or delivery period is exceeded. In this case, the Purchaser's rights are then determined in accordance with the provisions in the item entitled IX "Compensation claim and product liability".
6. Force majeure or other unforeseeable events occurring at the Seller or its suppliers (e.g. operational disruptions, war, natural disasters, riots, interruption of transport, bottlenecks in the supply chain, shipwreck, strike, lockout, seizure, blockade, fire, official orders or pandemics), which temporarily prevent the Seller from delivering the object of purchase on the agreed date or within the agreed period through no fault of its own or caused only by ordinary negligence, shall modify the dates and periods specified in clauses 1 to 5 of this section by the duration of the disruptions to performance 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 charge interest at a rate of 5% above the base interest rate or, in the case of consumer businesses, at the statutory amount (§ 1000 Para. 1 Austrian General Civil Code (ABGB)).
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 the 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, shipment, default of acceptance

1. The Purchaser shall be entitled to inspect the purchased item at the agreed acceptance location within six 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.
2. Unless otherwise contractually agreed in a specific case, all risk shall pass to the Purchaser with the handover or dispatch of the purchased item. 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 collateral, then, after the expiry of an appropriate period of grace that has been stipulated in text form, the Seller shall be entitled to withdraw from the Agreement and 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.
3. If the Seller does not withdraw as specified in subsection 2 of this Section, the Seller shall then, without prejudice to its other rights, (e.g. compensation claim pursuant to subsection 2), 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.
4. If the return of used vehicles is agreed, the Purchaser is obliged to hand these vehicles over to the Seller in an operational, clean condition no later than when the (new) purchased item is handed over. The Purchaser shall compensate the Seller in full for any value-reducing changes to these used vehicles that are performed between the time of the valuation and the handover thereof to the Seller and that are not caused by normal wear. In this case, and in the case that more than eight weeks passes between the time of the valuation and the handover to the Seller, the Seller can also demand that the used vehicles are re-evaluated. The Purchaser shall be liable for concealed defects on the used vehicles and for ensuring that the used vehicles are in its freely available unencumbered possession. In the event that the agreed return of used vehicles does not take place, or the Seller legitimately refuses to return them, the Seller is entitled to demand a no-fault penalty of 15 % of the agreed price for the used vehicles. In addition to the penalty, the Seller can also claim compensation from the Purchaser for any losses exceeding this.
5. In the case of financing, whereby the financier takes over a purchase agreement, but not upstream and economically linked legal relationships (in particular the trading in of used vehicles), the Seller can assert claims arising from such upstream legal relationships directly – even after a financier enters the Agreement – against the Purchaser.

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.
2. 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.
3. 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.
4. 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 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.

5. Should the Purchaser fail to pay the purchase price and prices for additional services or fail to pay in accordance with the terms of this Agreement, the Seller shall be entitled to withdraw from the Agreement 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.
6. Where the retention of title exists, the Purchaser may only have the right of use to the purchased item with the Seller's approval. 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.
7. 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.
8. 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.
9. All obligations of the Purchaser and any securities provided for these shall continue to apply, even if use is not possible in the event of damage, loss, destruction or seizure of the purchased item, as well as in the case of loss of ownership, regardless of the cause or culpability, thus also in the event that third parties are at fault, in the case of natural disasters, force majeure, accidents, actions taken by administrative bodies or any other reasons.
10. 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.

11. During the period of the retention of title, the Seller has the right to possession of the vehicle documents (COC document, type certification document, individual approval).

VII. Warranty

1. The Seller warrants that the purchased item is free from defects. The Purchaser's claims due to defects, including the subsequent claims (i.e. with respect to warranties/compensation claims) shall expire 12 months after delivery of the purchased item. The statutory regulations shall apply to all customers who are consumers in the meaning of Section 1 Austrian Consumer Protection Act (KSchG).
2. Claims of the Purchaser on account of defects in the purchased items specifically listed below shall expire as follows:
 - a. 24 months after delivery of the purchased item, which is not a fully electrically driven bus or truck, to the end customer for defects on drive units, engine, gearbox, transfer case and drive axles (except for attachments of these units) installed in new commercial vehicles that are not fully electrically driven buses or trucks, or after 36 months from completion of the purchased item, which is not a fully electrically driven bus or truck, by the Seller, whichever occurs first, unless otherwise stipulated in Appendix 1 A.) I.) to these Terms and Conditions of Sale;
 - b. Due to defects on components installed in new fully electrically driven buses and trucks specified in Appendix 1 B.) of these Terms and Conditions of Sale, the period for liability of defects shall be governed by the terms specified in Appendix 1 B.), unless otherwise stipulated in Appendix 1 A.) II.) to these Terms and Conditions of Sale;
 - c. 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;
 - d. On account of defects in MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories within 24 months of delivery.
 - e. 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.
 - f. In addition to the other provisions of this Section, the Seller shall provide a guarantee in respect of high-voltage batteries installed in vans with the model designation MAN TGE, such guarantee to be for a period of 8 years from delivery of the purchased item or up to a mileage of 160,000 km, whichever occurs first. Any reduction in battery capacity over time is component-related and shall not constitute a defect for the purposes of this guarantee unless this value falls below 70% of the usable capacity before the expiration of the above-mentioned periods. This guarantee shall not be valid if the defect arose due to a failure to use, treat, and/or maintain the high-voltage battery in accordance with the operating instructions; this applies in particular to the proper charging of the high-voltage battery.
3. In addition, the Seller shall grant a warranty against rust corrosion of truck cabs for a period of 60 months from the date of first registration. 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 warranty shall expire).
 - b. Any mechanical damage that occurs must be rectified by a specialist workshop. Body cavity preservation must be carried out in accordance with the Seller's instructions.
4. The paint and body guarantee for vans with the MAN TGE model designation is governed by the stipulations of Appendix 2 to these Terms & Conditions.

5. If rectification of material defects is to be carried out, the following applies:
 - a. The Purchaser shall assert claims for rectifying defects with 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 Seller's property.
 - e. The Purchaser may assert claims for a defect of title against the Seller.
6. Changes in ownership of the object of purchase do not affect the claims for elimination of defects.
7. No defects shall apply in the event of, for example, damage due to
 1. the effect of an external physical force
 2. failure to adhere to the operator's manual
 3. the omission of prescribed maintenance work or incorrect performance of maintenance work
 4. improperly modified parts
 5. installation of parts from third parties
 6. 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
 7. incorrect handling
 8. consequences of accidents
 9. blocked or soiled fuel lines or filters
8. In the event of claims of the Purchaser with respect to a compensation claim, the provisions of item IX shall also apply. Compensation claim and product liability.

VIII. Liability of the Seller in the event of impossibility

1. If the delivery of the item becomes impossible for the Seller, the Seller's liability shall be governed by Section IX. "Compensation claim and product liability".
2. If, while the Seller is in default of delivery within the meaning of the section "Delivery and Default of Delivery", delivery becomes impossible by chance, the Seller shall also be liable to the extent set out in section IX. "Compensation claim and product liability". The Seller shall not be liable if the loss or damage would have occurred even if delivery had been made on time.

IX. Compensation claim and product liability

1. Compensation claims of the Purchaser shall only exist insofar as there is either personal injury or gross negligence or intent on the part of the Seller. In the case the Purchaser is a consumer (Section 1 Austrian Consumer Protection Act (KSchG)), the Seller is liable in the event of ordinary negligence, even if there is no personal injury.
2. 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 entered into. Any liability for lost profit shall be excluded.
3. Insofar as the loss is covered by the insurance taken out by the Purchaser for the instance of damage in question (excluding fixed-sum insurance policies), the Seller shall be liable only for any concomitant disadvantages suffered by the Purchaser (e.g. higher insurance premiums or interest-related disadvantages) until the claim in question has been settled by the insurance company.
4. The personal liability of legal representatives, agents and employees of MAN Truck & Bus Vertrieb Österreich GesmbH shall be excluded for any damage/loss caused by these parties.

5. The reversal of the burden of proof in accordance with Section 1298 (1 and 2) Austrian General Civil Code (ABGB) (Presumption of culpability) shall be excluded, provided the Purchaser is no consumer in the meaning of Section 1 Austrian Consumer Protection Act (KSchG) is involved.
6. All claims with respect to a compensation claim shall expire within one year after gaining knowledge of the damage and its originator. In case the Purchaser is a consumer (Section 1 KSchG), this limitation period is three years.
7. The Seller's liability according to the provisions of the product liability law shall remain unaffected.

X. Use of software

If software is included in the scope of delivery, the Purchaser is granted the non-exclusive right to use the supplied software, including documentation. It is supplied for use with the object of purchase specified. Use of this software on more than one system is prohibited. The Purchaser may only duplicate, revise, translate or convert the software from the object code to the source code where legally permissible. The Purchaser undertakes not to remove or change the manufacturer information, in particular copyright notices, without the express prior consent of the Seller. All other rights to the software and documentation, including copies, are retained by the Seller and the software supplier. The allocation of sub-licences is not permitted.

The statutory obligation to update is excluded, provided the Purchaser is not a consumer in the meaning of Section 1 Austrian Consumer Protection Act (KSchG).

XI. 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 (AußWG), 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.

XII. Data protection – Group data processing

1. The contractor and controller in the meaning of the GDPR is: MAN Truck & Bus Vertrieb Österreich GesmbH, 1230 Vienna, Carlberggasse 66. You can also use the contact form in the data protection information on the MAN product website <https://www.man.eu/at/de/homepage.html> to contact the data protection team or to assert rights of the data subject.
2. It collects, processes and transmits various data of the customer or the customer's company, such as name, address, VAT ID, contractual and credit data (master data) as part of the business relationship or initiation of business; this also includes contact details of the contact partner (e.g. phone number, e-mail), information on the related/offered products or services (quotation and order data) and data on vehicle use (configuration, software, driving data recording).
3. The data subject is neither legally nor contractually obliged to provide the information in question. However, failure to provide the data makes implementation of the contract significantly harder or could result in MAN not signing any contract at all. The same applies for correspondence between the controller and the customer.

4. The legal bases for data processing are as follows for contract fulfilment/initiation in accordance with Article 6 (1b) GDPR and balancing of interests in accordance with Article 6 (1f) GDPR:
 - The existence of a relevant and appropriate relationship between the controller and the data subject
 - The protection of MAN or MAN's business partners against wrongful conduct
 - Direct advertising (also within the Volkswagen Group, including based on the specialisation of individual business units in certain business areas)
 - Data transmission within the Group (Volkswagen Group) for internal administrative reasons (including customer and employee data) improvement of own products or services.
5. Personal data can be disclosed to other bodies in certain cases if the disclosure of personal data is necessary in order to execute or initiate a contractual relationship, such as in the event of financing for the object of the contract or in the event of shared order processing with project-specific partners (e.g. body manufacturers).

The contractor passes on personal data to commissioned external service providers as part of commissioned data processing (e.g. organisation of trade fair events, dispatch of e-mail newsletters, hosting and operation of CRM systems).

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.

XIII. 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.

XIV. Consent to the sharing of data – Connected Vehicle

1. Functions

The purchased item is a "Connected Vehicle". This includes the transmission of data from the vehicle to a "backend" at MAN Truck & Bus SE ("MAN T&B") or its affiliated company TB Digital Services GmbH ("TBDS"), Munich (for TGE model series vehicles, the data is transmitted to a "backend" at CARIAD SE). 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 or, for TGE model series vehicles, to CARIAD SE 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, or to CARIAD SE (for TGE model series vehicles):

 - 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)
 - Data concerning the interaction with interfaces and functions (e.g. use of existing menus)
 - Physical sensor/control unit signals (e.g. currents, voltages, forces, accelerations, masses)
 - Malfunctions and defects in important system components (e.g. lights, brake system)
 - 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 or CARIAD SE (for TGE model series vehicles) use the data for the provision of services that may also be performed by affiliates of MAN T&B or TBDS or with CARIAD SE (for TGE model series vehicles) 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)
- Product and service optimisations as well as quality improvement of vehicle functions – also includes technically required "over the air" updates, which must additionally be displayed and confirmed with further information in the vehicle display.

4. Declaration of consent

The Purchaser agrees that vehicle data recorded in the course of operating the purchased item and potentially relating to a specific person may be transmitted to TBDS and MAN T&B, to CARIAD SE for TGE model series vehicles, for the purposes specified above.

All analyses carried out by TBDS and/or MAN T&B or by CARIAD SE (for TGE model series vehicles) are used for purposes specified above.

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 or CARIAD SE; 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, they undertake to inform the third party of the provisions of this Connected Vehicle clause.

7. The customer agrees to be contacted by phone on behalf of MAN Truck & Bus Vertrieb Österreich GmbH or a company in the Volkswagen Group in the meaning of Section 174 Austrian Telecommunications Act (TKG).

XV. Choice of law/place of jurisdiction

1. Purchase orders/agreements within the scope of these General Terms & Conditions are subject to the law of the Republic of Austria. The application of uniform laws on the conclusion of international purchase agreements for movable property and on the international purchase of movable property is hereby excluded (UN Convention on Contracts for the International Sale of Goods or UNCITRAL).
2. The place of jurisdiction of the Seller's registered office shall apply exclusively for all current and future claims resulting from the business relationship with business enterprises (Section 1 KSchG).
3. The same jurisdiction shall apply if the Purchaser does not have a general place of jurisdiction within Austria or has moved its usual domicile or place of residence abroad after the Agreement was concluded, or its usual domicile or place of residence is not known when proceedings are opened. Apart from this the court responsible for the Purchaser's place of residence is the venue for claims of the Seller against the Purchaser.

XVI. Terms and conditions for used vehicles for vehicles and trailers

These Terms and Conditions for New Vehicles (see above) shall apply to purchase orders (quotations) and sales of used vehicles and trailers to the Purchaser with the exception of Item VII. Instead, the following applies:

Liability due to defects

1. Any claims made by the Purchaser due to defects in the purchased item, including any subsequent claims derived from these defects (e.g. with respect to guarantees/compensation claims) are excluded.
2. Claims resulting from the product liability law shall not be affected by the above exclusion of liability.

§ 2 Appendices

- Provision for liability for defects period
- MAN TGE Paint and Body Guarantee

....., dated

Place

Date

.....
Company signature

Annex 1:

A.) The following regulations under A.) apply to sales in EU countries plus the UK, Norway, Switzerland, Croatia, Iceland, Bosnia and Herzegovina, Canary Islands, North Macedonia.

I.) For defects on/in new, non-fully electrically driven commercial vehicles from the TGX and TGS series with the 4x2 and 6x2 axle configuration (except vehicles with MAN HydroDrive) drive units (the "driveline"), engine, gearbox, transfer case and drive axles (except for attachments of these units), the period of liability for defects is 36 months from delivery of the purchased item to the end customer or 48 months from completion of the purchased item. If a total mileage of 450,000 km is reached in the period from the 25th month of the liability for defects period, then the liability for defects ends automatically (example: The period of liability for defects has not yet expired 20 months after delivery of a purchased item that has already covered a mileage of 500,000 km. The period of liability for defects has already expired 28 months after delivery of a purchased item that has already covered a mileage of 460,000 km).

II.) For defects on the driveline defined in the following subsection B.) I.) and on high-voltage components (excluding the high-voltage batteries) in fully electrically driven commercial vehicles from the TGX and TGS series with the 4x2 and 6x2 axle configuration, the period of liability for defects is 36 months from delivery of the purchased item to the end customer or 48 months from completion of the purchased item. If a total mileage of 450,000 km is reached in the period from the 25th month of the liability for defects period, then the liability for defects ends automatically (example: The period of liability for defects has not yet expired 20 months after delivery of a purchased item that has already covered a mileage of 500,000 km. The period of liability for defects has already expired 28 months after delivery of a purchased item that has already covered a mileage of 460,000 km).

B.) Unless otherwise regulated in Section A.) II.) of this Appendix 1, the liability for defects for the following components for brand-new fully electrically driven buses and trucks is 24 months from delivery to the end customer or 36 months from completion, whichever occurs first:

I.) Driveline and high-voltage components consisting of:

- Electric motor (drive motor)
- Traction inverter
- Electric drive cable harness
- Propshaft
- Drive axle
- Charging socket
- Vehicle electrical system charging converter
- High-voltage distributor
- Control unit for high-voltage distributor (HDU)
- Charging socket distributor
- Equipotential bonding distributor
- Battery thermal management system (heating/cooling)
- High-voltage lines (wiring)
- Control unit for high-voltage system (e.g. battery cooling)
- Electric power take-off/ePTO
- High-voltage air compressor
- AUX inverter (for eBus only)

II.) High-voltage battery consisting of:

- Battery modules
- Battery Management System (BMS)
- Cell management controller (CMC)
- Battery case
- Other components (mechanical components, connectors, battery junction box)

Annex 2:

MAN TGE Paint and Body Guarantee

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 vehicle, 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.