

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

General terms and conditions of the Buyer that conflict with these terms and conditions are not binding on the Seller, even if they are used as a basis for the order and the Seller has not expressly objected to their content.

### I. Conclusion

1. The seller's offers are subject to change without notice, unless expressly stated otherwise in the offer. The buyer is bound to the order for a maximum of 6 weeks. The purchase contract is concluded when the seller confirms the acceptance of the order for the specified object of purchase in text form within the respective specified periods or carries out the delivery. The seller's order confirmation in text form is the decisive basis of the contract. All agreements, verbal ancillary agreements and amendments to the contract are only valid if they have been confirmed by the seller in text form.
2. If the order confirmation deviates from the order and the seller has expressly pointed out these deviations in the order - confirmation, the contract is concluded on the terms of the order confirmation. In this case, however, the buyer is entitled to a right of withdrawal, which he can exercise in writing within two weeks of receipt of the order confirmation.
3. Transfers of rights and obligations of the buyer from the purchase contract require the consent of the seller in text form, unless the buyer's legitimate interest in an exclusion of assignment prevails or if it is a monetary claim of the buyer against the seller.

### II. Prices

1. The price of the object of purchase is ex works without discount and other discounts. Agreed ancillary services (e.g. Transfer costs, packaging, financing costs) will be charged additionally. Customs duties, freight and similar charges shall be borne by the buyer.
2. Unless otherwise agreed, the prices are net prices excluding sales tax or comparable taxes. The statutory sales tax or comparable taxes will be charged in addition to the net prices.
3. The prices are based on the cost basis given at the time of submission of the offer. In the event of significant changes to this basis up to the time of receipt of the order confirmation, the seller reserves the right to adjust the price. A change of at least 5% is considered significant. In these cases, the buyer is entitled to a right of withdrawal, to be exercised within 2 weeks of receipt of the order confirmation.

### III. Payment – Late payment and set-off

1. The purchase price and prices for ancillary services are due for payment upon delivery or sending of the invoice, but in any case before handover of the object of purchase. In accordance with the agreements made, payment of the purchase price must be made free of charge to the account specified by the seller.
2. Payment of the purchase price must be made from a bank account belonging to the buyer. Exceptions to this are:
  - a. Cash payments up to a value of 9,999.99 euros
  - b. Payments by a third party, insofar as this has been agreed in advance in text form with the seller (e.g. in the case of cash pooling, leasing or financing).
3. In the event of default on the part of the buyer (also default of acceptance), the seller is entitled to charge interest on arrears at the statutory rate (for entrepreneurs: § 456 UGB, for consumers: § 1000 para. 1 ABGB).
4. The buyer can only offset claims of the seller if the buyer's claim is undisputed or a legally binding title exists. Excluded from this are counterclaims of the buyer from the same purchase contract. He can only assert a right of retention if it is based on the claims arising from the purchase contract.
5. If the buyer has to pay interest and costs in addition to the main performance, a payment by the buyer that is insufficient to repay the entire debt shall first be credited against the costs, then against the interest and finally against the main performance.

### IV. Delivery and delay in delivery

1. Delivery dates and delivery periods, unless expressly agreed, are subject to change. 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 down payments, if agreed, have been made. It is complied with if the shipment is ready for dispatch within the delivery period and the buyer is informed of this.

2. If the buyer demands any changes in the design or with regard to the scope of delivery during the term of the delivery period or if he does not meet his contractual obligations on time when due, this shall interrupt the term of the delivery period; The seller is not responsible for any resulting delays in delivery. The seller is entitled to make partial deliveries.
3. At the earliest 8 weeks after exceeding a non-binding delivery date or delivery period, the buyer may request the seller to deliver. Upon receipt of the request, the seller is in default. If the buyer is entitled to compensation for damage caused by default, Section IX "Damages and Product Liability" of these terms and conditions shall apply.
4. If, in addition, the buyer wishes to withdraw from the contract and/or claim damages in lieu of performance, he must set the seller a reasonable deadline for delivery after the expiry of the 8-week period. Claims for damages are governed by Section IX "Damages and Product Liability" of these Terms and Conditions.
5. If a binding delivery date or a binding delivery period is exceeded, the seller shall be in default as soon as the delivery date or delivery period is exceeded. The rights of the buyer are then determined in accordance with the provisions in point IX "Damages 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, confiscation, blockade, fire, official orders or pandemics) that temporarily prevent the Seller from selling the object of purchase at the agreed time without any fault of its own or only due to slight negligence. deadline or within the agreed period, the dates and deadlines specified in sections 1 to 5 of this section shall change by the duration of the disruptions in performance caused by these circumstances. If such disruptions lead to a delay in performance of more than 6 months, the buyer can withdraw from the contract. Other rights of withdrawal remain unaffected.
7. If the buyer has exercised his right of withdrawal due to non-compliance with the delivery period, the buyer is entitled, in addition to the repayment of any down payment made, to charge interest at a rate of 5% above the base interest rate or, in the case of consumer transactions, at the statutory rate (§ 1000 para. 1 ABGB).
8. We reserve the right to make changes to the design or shape, deviations in colour and changes to the scope of delivery on the part of the Seller during the delivery period, provided that the changes or deviations are reasonable for the Buyer, taking into account the interests of the Seller. If the seller uses signs or numbers to designate the order or the ordered object of purchase, no rights can be derived from this alone. Information in descriptions valid at the time of conclusion of the contract regarding the scope of delivery, appearance, performance, dimensions and weights, fuel consumption, operating costs, Freight rates and other values with regard to the object of purchase are to be regarded as approximate. They serve as a benchmark for determining whether the object of purchase is free from material defects in accordance with Section VII Liability for Material Defects.

### V. Acceptance, dispatch, Default of acceptance

1. The buyer has the right to inspect the object of purchase at the agreed place of acceptance within 6 days of notification of readiness for shipment. The right to inspect is tacitly waived if the inspection is not carried out or the dispatch order is placed. The object of purchase shall then be deemed to have been taken over and properly delivered upon delivery to the buyer or his representative.
2. Unless otherwise contractually agreed in individual cases, all risks are transferred to the buyer upon handover or dispatch of the object of purchase. If the buyer remains in arrears for more than 2 weeks after notification of readiness for dispatch with the acceptance of the object of purchase or the preparation of the shipping instructions or the fulfilment of the payment agreements or the preparation of the agreed security, the seller shall be

entitled to withdraw from the contract after expiry of a reasonable grace period set in writing and to claim 15% of the purchase price as damages. The compensation is to be set higher or lower if the seller proves a higher damage or the buyer proves that a lower damage or no damage at all has occurred.

3. If the Seller waives the right to withdraw from the contract in accordance with Section 2 of this Section, the Seller, without prejudice to his other rights (e.g. damages in accordance with Section 2), shall have the authority to freely dispose of the object of purchase and to deliver a similar object of purchase in its place within a reasonable period of time in accordance with the terms of the contract.
4. If the take-back of used vehicles has been agreed, the buyer is obliged to hand over these vehicles to the seller in a ready-to-use, cleaned condition at the latest when the (new) object of purchase is handed over. The buyer must pay full compensation for changes to the value of these used vehicles from the time of appraisal until it is handed over to the seller, which are not caused by normal wear and tear. In this case, and also in the event that more than 8 weeks have elapsed between the date of appraisal and delivery to the seller, the seller may also request a revaluation of the used vehicles. The buyer is liable for concealed defects in the used vehicles and for the fact that the used vehicles are in his freely available, unencumbered property. In the event that the agreed return of the used vehicles does not take place or the seller justifiably refuses to take them back, the seller is entitled to demand a strict contractual penalty in the amount of 15% of the agreed price for the used vehicles. In addition to the contractual penalty, the seller may also claim compensation for damage exceeding this from the buyer who is not a consumer.
5. In the case of financing in which the financier only takes over the purchase contract, but not upstream and economically related legal relationships (especially the exchange of used vehicles), the seller can assert claims from such upstream legal relationships - even after a financier has entered into the contract - directly against the buyer.

#### **VI. Ownership**

1. The object of purchase remains the property of the seller until the claims to which the seller is entitled on the basis of the purchase contract have been settled.
2. In addition, the retention of title shall also remain in force for claims of the seller against the buyer arising from the current business relationship until settlement of claims due in connection with the purchase.
3. At the request of the Buyer, the Seller shall be obliged to waive the retention of title if the Buyer has incontestably fulfilled all claims in connection with the object of purchase and there is adequate security for the remaining claims arising from the current business relationship.
4. The buyer, who is a member of the seller's distribution network, as well as the buyer, who provides a not only insignificant added value to the object of purchase, are entitled to resell the object of purchase in the normal course of business. The Buyer hereby assigns to the Seller the Buyer's claims arising from the resale of the object of purchase in the amount of the purchase price agreed with the Buyer. This assignment shall apply regardless of whether the purchased item has been resold without or only after processing. The buyer remains authorized to collect the claim even after the assignment. The seller's authority to collect the claim remains unaffected. However, the seller will not collect the claim as long as the buyer fulfils his payment obligations, is not in default of payment and, in particular, has not filed an application for the opening of insolvency proceedings.
5. If the Buyer does not pay the due purchase price and prices for ancillary services or does not pay them in accordance with the contract, the Seller may withdraw from the contract and/or claim damages instead of performance in the event of culpable breach of duty by the Buyer if he has unsuccessfully set the Buyer a reasonable deadline for performance, unless the setting of a deadline is dispensable in accordance with the statutory provisions. Without prejudice to the buyer's payment obligations, the seller is entitled to make the best possible use of the repossessed object of purchase together with accessories by private sale. At his discretion, the seller is also entitled to have the ordinary value of the object of purchase determined by a publicly appointed and sworn expert. The buyer bears all costs of taking back and recycling the object of purchase. The

exploitation costs amount to 5% of the normal sales value without proof. They are to be set higher or lower if the seller proves higher costs or the buyer proves that lower costs or no costs at all have been incurred. If the buyer does not meet his obligations and the seller asserts his retention of title, it can in no case be objected that the object of purchase must serve to maintain the buyer's business.

6. As long as the retention of title exists, the buyer may only dispose of the object of purchase with the consent of the seller. A pledging or transfer of ownership by way of security of the object of purchase during the existence of a retention of title is inadmissible without the written consent of the seller.
7. In the event of intervention by creditors of the Buyer, in particular in the event of seizure of the object of purchase, the Buyer shall notify the Seller by registered letter. The costs of measures to eliminate the encroachment, in particular intervention processes, shall be borne by the buyer if the seller is unable to collect them from the other party.
8. During the period of retention of title, the buyer must insure the object of purchase against theft, burglary, fire, liability and damage, with the proviso that the rights arising from the insurance contract are due to the seller until the final payment and in this amount. The insurance policy and premium receipts must be presented to the seller upon request. The buyer has the obligation to maintain the object of purchase in proper condition for the duration of the retention of title and to carry out any necessary repairs immediately and professionally.
9. All obligations of the buyer and the securities ordered for them shall remain in force even in the event of impossibility of use, damage, loss, destruction or deprivation of the object of purchase as well as in the event of loss of the right of ownership, regardless of the cause or fault, thus also in the event of fault by third parties, natural disasters, force majeure, accident, official intervention or whatever other reasons.
10. The Buyer hereby assigns to the Seller the Buyer's claims arising from the resale of the object of purchase in the amount of the purchase price agreed with the Buyer. This assignment shall apply regardless of whether the purchased item has been resold without or only after processing. The buyer remains authorized to collect the claim even after the assignment. The authority for the seller to collect the claim remains unaffected. However, the seller will not collect the claim as long as the buyer fulfils his payment obligations, is not in default of payment and, in particular, has not filed an application for the opening of insolvency proceedings.
11. For the duration of the retention of title, the seller has the right to possess the vehicle documents (COC document, type certificate, individual approval).

#### **VII. Liability for defectiveness**

1. The seller warrants that the object of purchase is free of defects as defined by law. Claims of the buyer due to defectiveness including consequential claims derived therefrom (i.e. from the title warranty/damages) shall become statute-barred 12 months after delivery of the object of purchase. The statutory provisions apply to all customers who are consumers within the meaning of § 1 KSchG.
2. Claims of the buyer due to material defects in the items of purchase specifically listed below shall become statute-barred as follows:
  - a. due to material defects in the engine, transmission, transfer case and drive axle(s) installed in new commercial vehicles that are not fully electrically powered buses or trucks (excluding add-on parts of these units) in 24 months from delivery of the object of purchase to the end customer or after 36 months from completion of the object of purchase by the seller, whichever is accomplished first, except Exhibit 1 A.) I.) to these Terms and Conditions of Sale states otherwise;
  - b. due to material defects in the materials listed in Appendix 1 B.) to these Terms and Conditions of Sale which are installed in new fully electrically powered buses and trucks, the warranty period for material defects shall be governed by Appendix 1 B.) to these Terms and Conditions of Sale, except something different is stipulated in Appendix 1 A.) II.);
  - c. due to material defects in new units and replacement units concerning the engine, transmission and driven axles within 24 months from installation (in the first 12 months from installation without mileage limit, thereafter up to a maximum

mileage of 200,000 km) or 30 months after completion of these units by the seller, whichever is achieved first;

- d. due to material defects in MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories within 24 months of delivery.
  - e. For vans / minibuses with the model designation MAN TGE, a limitation period of 24 months from delivery of the object of purchase applies, regardless of the type of registration. In the event of resale to the end customer, the claims shall become statute-barred 24 months after delivery of the object of purchase to the end customer, provided that delivery to the end customer takes place within 12 months of completion of the object of purchase by the seller.
  - f. For high-voltage batteries installed in vans with the model designation MAN TGE, the Seller grants – in addition to the other provisions of this section – a warranty of 8 years from delivery of the object of purchase or up to a mileage of 160,000 km, whichever is achieved first. A reduction in the battery capacity over time is component-related and does not constitute a defect within the meaning of this warranty, provided that this value does not fall below 70% of the usable capacity before the expiry of the above-mentioned periods. This warranty does not apply if the defect is caused by the fact that the high-voltage battery has not been used, treated and/or maintained in accordance with the operating instructions; this applies in particular to the proper charging of the high-voltage battery.
3. In addition, the seller grants a guarantee against rusting-through truck cabs for a period of 60 months from the date of first registration on the condition that
    - a. Any post-preservation in accordance with the maintenance instructions must be carried out by an authorized workshop (proof must be provided to the seller by the buyer, otherwise the warranty will expire).
    - b. Any mechanical damage that has occurred must be repaired by a specialist workshop. In this case, cavity preservation must be carried out in accordance with the seller's instructions.
  4. The paint and body warranty for vans with the model designation MAN TGE is regulated in Appendix 2 to these Terms and Conditions.
  5. If a remedy of material defects is to be carried out, the following applies:
    - a. Claims for the elimination of material defects must be asserted by the buyer against the seller. In the case of verbal notifications of claims, the buyer must be given a confirmation of receipt of the notification in text form.
    - b. If the object of purchase becomes inoperable due to a material defect, the buyer may, with the prior consent of the seller, contact another specialist workshop.
    - c. For the parts installed as part of a rectification of defects, the buyer can assert claims for material defects on the basis of the purchase contract until the expiry of the limitation period of the object of purchase.
    - d. Replaced parts become the property of the seller.
    - e. Claims due to a defect of title can be asserted by the buyer with the seller.
  6. A change of ownership of the object of purchase shall not affect claims for rectification of defects.
  7. There are no material defects, e.g. in the case of damage due to
    - the action of mechanical force from outside
    - non-compliance with the operating instructions
    - the omission of prescribed maintenance work or the improper execution of maintenance work
    - of improperly altered parts
    - the installation of third-party parts
    - normal wear and tear, in particular of batteries, clutch linings, brake pads, brake drums, V-belts, bearings, trailer couplings, fifth wheels, windshield wiper rubbers, glass (violent damage), light bulbs, spiral flex hoses and spiral cables
    - faulty driving behaviour
    - the consequences of accidents
    - clogged or dirty fuel lines or filters

#### **VIII. Liability of the seller in case of impossibility**

1. If the delivery of the item becomes impossible for the Seller, the Seller's liability shall be governed by Section IX. "Damages and Product Liability".
2. If, while the seller is in default of delivery within the meaning of the section "Delivery and delay in delivery", delivery becomes impossible for the seller, he shall also be liable under Section IX "Damages and Product Liability". The seller is not liable if the damage would have occurred even if delivery had been made on time.

#### **IX. Indemnity and product liability**

1. Other claims of the buyer, which are not regulated in Section VII Liability for defects, are limited to gross negligence or intent. In the case of consumer transactions (§ 1 KSchG), the seller is liable for slight negligence
  - a. also for personal injury caused.
  - b. regarding other damages only if it concerns main performance obligations. In this case, the claim for damages is also limited to a maximum of 25% of the agreed purchase price.
2. Liability exists only in the event of a breach of essential contractual obligations, such as those which the purchase contract intends to impose on the seller according to its content and purpose or the fulfillment of which is essential for the proper execution of the purchase contract and on the observance of which the buyer regularly relies and may rely. Liability is limited to the typical damage foreseeable at the time of conclusion of the contract. Any liability for loss of profit is excluded.
3. Insofar as the damage is covered by an insurance policy taken out by the buyer for the claim in question (with the exception of lump-sum insurance), the seller shall only be liable for any associated disadvantages of the buyer, e.g. higher insurance premiums or interest disadvantages until the claim has been settled by the insurance company.
4. The personal liability of the legal representatives, vicarious agents and employees of MAN Truck & Bus Vertrieb Österreich GesmbH for damage caused by them is excluded.
5. The reversal of the burden of proof pursuant to § 1298 sentences 1 and 2 ABGB (presumption of fault) is excluded if it is not a consumer transaction within the meaning of § 1 KSchG.
6. All claims arising from the title of damages shall become statute-barred within one year of knowledge of the damage and the injuring party. In the case of consumer transactions (§ 1 KSchG), this limitation period is three years.
7. The liability of the seller according to the provisions of the Product Liability Act remains unaffected.

#### **X. Software Usage**

Insofar as software is included in the scope of delivery, the buyer is granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the object of purchase intended for this purpose. Use of the software on more than one system is prohibited. The buyer may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by law. The buyer undertakes not to remove manufacturer's information – in particular copyright notices – or to change them without the prior express consent of the seller. All other rights to the software and documentation, including copies, shall remain with the Seller or the Software Supplier. The granting of sub-licences is not permitted.

The statutory obligation to update is excluded if the buyer is not a consumer according to § 1 KSchG.

#### **XI. Export Control**

1. The export or re-export of the object of purchase may be subject in whole or in part to the sanctions, export and re-export regulations (e.g. AußWG, Dual-Use Regulation, EAR) as well as regulations and regulations on restrictive measures with regard to certain countries, persons and regions. The seller is released with immediate effect from the obligation to export or re-export the object of purchase if the seller does not obtain the permits required for export or re-export or does not obtain them in time. The seller is entitled to withdraw from a contract that has already been concluded. In this case, the buyer is not entitled to claims for damages or reimbursement of expenses.
2. In addition, the seller is free at any time to refuse to fulfill the contract for reasons of export control or sanctions law and to



withdraw from the contract. In this case, the buyer is not entitled to claims for damages or reimbursement of expenses.

3. The buyer undertakes, in the case of use, transfer, sale, export, re-export and importation of the Comply with all applicable export, re-export and import laws and regulations at all times. Exceptions to this require prior examination and subsequent written confirmation by the seller.

## **XII. Data protection – group data processing**

1. The contractor and controller within the meaning of the EU General Data Protection Regulation is: MAN Truck & Bus Vertrieb Österreich GesmbH, 1230 Vienna, Carlberggasse 66; To contact the data protection team or to exercise your rights as a data subject, 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>.
2. As part of the business relationship or initiation, it collects, processes and transmits various data of the customer or of the customer's company, such as name, address, VAT ID, contract and creditworthiness data (master data). In addition, contact details of the contact persons (e.g. telephone, e-mail), information on the products or services purchased/offered (offer 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 will result in the execution of the contract being made considerably more difficult or by MAN refraining from concluding a contract altogether. The same applies to correspondence between the controller and the customer.
4. The legal basis for data processing is for the fulfilment/initiation of a contract in accordance with Art. 6 para. 1 b) GDPR and balance of interests in accordance with Art. 6 para. 1 f) GDPR in the following cases:
  - Existence of a relevant and appropriate relationship between the controller and the data subject
  - Protection of MAN or MAN's business partners against unlawful conduct
  - Direct advertising (also within the Volkswagen Group, partly due to the specialization of individual parts of the company in certain business areas)
  - Data transfer within the group of companies (Volkswagen Group) for internal administrative purposes (including customer and employee data) Improvement of own products or services.
5. In certain cases, the personal data may also be passed on to other bodies if the transfer of personal data is necessary for the execution or initiation of a contractual relationship, e.g. in the case of financing the subject matter of the contract or in the case of joint order processing with project-related partners (e.g. body manufacturers).

The contractor also passes on personal data to commissioned external service providers in the context of order processing. (e.g. organization of trade fair events, sending e-mail newsletters, hosting and operation of CRM systems).

Financial service providers: In connection with the fulfillment of the contract, the buyer's data collected as part of the conclusion of the purchase contract (e.g. buyer data, object of purchase, price, terms of payment, etc.) will be passed on to financial service providers (e.g. banks, credit insurance companies, etc.) in the event of the seller's refinancing.

## **XIII. Consent of financial service providers to the installation of features**

Financial service providers are expressly informed that the object of purchase can be changed by installing functional parameters or software solutions ("features") and/or updates for features after the conclusion of the purchase contract and agree to such possible changes to the object of purchase as soon as the purchase contract regarding the object of purchase is entered into.

## **XIV. Consent to data transfer - Connected Vehicle**

1. Functions

The object of purchase 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 TB Digital Services GmbH ("TBDS"), Munich (in the case of vehicles of the TGE model series, the data is transmitted to a "backend" at CARIAD

SE). TBDS operates the RIO platform ("<https://start.rio.cloud/>"), through which various services within the scope of fleet management and logistics processes can be used by the buyer. These services are based on the data transmitted from the "Connected Vehicle".

2. Data

The data transmitted from the object of purchase to MAN T&B and TBDS or, in the case of vehicles of the TGE model series, to CARIAD SE, may also be personal data in connection with the vehicle identification number. From the object of purchase, for example, the following data is transmitted to MAN T&B and TBDS or, in the case of vehicles of the TGE model series, to CARIAD SE:

- Vehicle status information (e.g. engine revs, speed, fuel consumption)
- Environmental conditions (e.g. temperature, rain sensor, distance sensor)
- Operating states of system components (e.g. fill levels, tire pressure, battery status)
- Data regarding the interaction with interfaces and functions (e.g. use Existing Menus)
- Physical sensor / control unit signals (e.g. currents, voltages, forces, accelerations, masses))
- Faults and defects in important system components (e.g. Lights, brakes)
- Reactions of the systems in special driving situations (e.g. triggering the emergency brake assistant, insertion of the stability control systems)
- Information on vehicle-damaging incidents
- Position

3. Purpose

MAN T&B and TBDS or, in the case of vehicles of the TGE model series, CARIAD SE use the data for the provision of services, which can also be provided by companies affiliated with MAN T&B or TBDS or, in the case of vehicles of the TGE model series, with CARIAD SE, and also for the following purposes (evaluation results are only generated in anonymised form):

  - Continuous development of the service offering
  - Plausibility check and determination of key figures for consumption and wear reduction
  - Fault diagnosis and fault prevention
  - Compliance with warranty obligations and product liability (product recalls)
  - Product and service optimizations as well as Improving the quality of vehicle functions – also includes technically required "over the air" updates, which must also be shown and confirmed with further information on the vehicle display.

4. Consent

**The buyer agrees that any personal vehicle data recorded in the course of the operation of the object of purchase will be transmitted to TBDS and MAN T&B for the above-mentioned purposes, and to CARIAD SE in the case of vehicles of the TGE model series.**

All evaluations carried out by TBDS and/or MAN T&B or, in the case of vehicles of the TGE model series, by CARIAD SE serve the above-mentioned purposes.

The Buyer may revoke the consent to the aforementioned transmission of data in writing with effect for the future vis-à-vis MAN T&B or TBDS or CARIAD SE; in the event of a revocation, the above-mentioned evaluations or, if applicable, other services commissioned by the Buyer, which require data transmission, cannot be provided.

6. Passing on fuel or energy consumption

**On the basis of the EU Commission's Implementing Regulation 2021/392 of 4 March 2021, the fuel or energy consumption associated with the vehicle identification number for passenger cars and light commercial vehicles will be passed on to the EU Commission. The buyer / vehicle owner may refuse to pass this on.**

7. Sale of the object of purchase

If the buyer sells the object of purchase to a third party, he undertakes to inform the third party about the provisions of this Connected Vehicle clause.

## **XV. Choice of Law/Place of Jurisdiction**

1. Orders/agreements within the scope of these General Terms and Conditions are subject to the laws of the Republic of Austria.

The application of the Uniform Laws on the Conclusion of International Contracts for the Sale of Goods and on the International Sale of Goods (UN-KaufR or UNCITRAL) is hereby excluded

2. For all current and future claims arising from the business relationship with entrepreneurs (§ 1 KSchG), the exclusive place of jurisdiction is the registered office of the seller.
3. The same place of jurisdiction shall apply if the buyer does not have a general place of jurisdiction in Austria, moves his domicile or habitual abode out of Austria after conclusion of the contract or if his domicile or habitual abode is not known at the time the action is brought. In all other respects, in the event of claims by the seller against the buyer, the buyer's place of residence shall be the place of jurisdiction.

#### **XVI. Used Car Conditions for Motor Vehicles and Trailers**

For orders (offers) and sales of used motor vehicles and trailers to the buyer, these new car terms and conditions (see above) apply in the case of business transactions, with the exception of Section VII. Instead, the following applies:

##### **Liability due to defectiveness**

1. Claims of the buyer due to defectiveness of the object of purchase, including consequential claims derived therefrom (i.e. from the title warranty/damages) are excluded.
2. Claims arising from the Product Liability Act are not affected by the above disclaimer

#### 2 Supplements

- Regulation of liability for material defects
- Paint and body warranty MAN TGE

Place                      . . . , on . . .

Date

.....  
Signing by the company

### Appendix 1:

**A.) The following regulations under A.) are valid for sales in EU countries plus UK, Norway, Switzerland, Croatia, Iceland, Bosnia and Herzegovina, Canary Islands, North Macedonia.**

I.) For material defects in the engine, transmission, transfer case and drive axle(s) (excluding add-on parts of these units) installed in new, non-fully electrically driven, commercial vehicles of the TGX and TGS series with the axle configuration 4x2 and 6x2 (except vehicles with MAN HydroDrive), the material defect liability period is 36 months from delivery of the object of purchase to the end customer or 48 months from completion of the object of purchase. However, if a total mileage of 450,000km is achieved in the period from the 25th month of the material defect liability period, then the liability for material defects ends automatically (e.g.: The liability period for material defects has not yet ended if the object has been delivered 20 months before but the object already has 500,000km mileage. In the case of an object of purchase in which the liability period for material defects has reached 28 months after delivery and 460,000km mileage, the liability has ended).

II.) For material defects in the following section B.) I.) defined powertrain and defined high-voltage components (with the exception of high-voltage batteries) in the case of fully electrically powered commercial vehicles of the TGX and TGS series with the axle configuration 4x2 and 6x2, the liability period for material defects is 36 months from delivery of the object of purchase to the end customer or 48 months from completion of the object of purchase. However, if a total mileage of 450,000km is achieved in the period from the 25th month of the material defect liability period, then the liability for material defects ends automatically (e.g.: The liability period for material defects has not yet ended if the object has been delivered 20 months before but the object already has 500,000km mileage. In the case of an object of purchase in which the liability period for material defects has reached 28 months after delivery and 460,000km mileage, the liability has ended).

**B.) Except as provided in Section A.) II.) of this Annex 1, the liability for material defects for the following components in the case of brand-new fully electrically powered buses and trucks shall be 24 months from delivery to the end customer or 36 months from completion, whichever is achieved first:**

**I.) Powertrain + high-voltage components consisting of:**

- Electric motor (traction motor)
- Traction inverter
- Harness El. Drive
- Drive shaft
- Drive axle
- Charging socket
- On-board charging converter
- High-voltage distributor
- HV distributor control unit (HDU)
- Charging socket distributor
- Equipotential bonding distributor
- Battery temperature conditioning (heating/cooling)
- High-voltage cables (cabling)
- High-voltage system control unit (e.g. battery cooling)
- Electric power take-off / ePTO
- High voltage-Air compressor
- AUX inverter (only for eBus)

**II.) High-voltage battery consisting of:**

- Battery Modules
- BMS Battery Management System
- CMC Cell Management Controller
- Battery Housing
- Other components (mechanics, connectors, Battery Junctionbox)

# MAN Truck & Bus Vertrieb Österreich GesmbH

## General Terms and Conditions of Sale and Delivery of Motor Vehicles

As of September 2023



### Appendix 2:

#### Paint and body warranty MAN TGE

1. MAN Truck & Bus SE grants a warranty on the bodywork of MAN TGE vehicles under the following conditions, namely:
  - a 3-year warranty against paint defects as well as
  - a 12-year warranty against rust penetration.Rust penetration in this sense is a sheet metal perforation on the body that has progressed from the inside (cavity) to the outside.
2. The warranty period begins when the vehicle is handed over to the first-time purchaser by MAN Truck & Bus SE or by an authorised MAN sales partner or from the date of first registration, whichever occurs first. Irrespective of this, the warranty period begins when the vehicle is delivered, registered or used by an authorised MAN sales partner.
3. The prerequisite for a benefit from this guarantee is that all service work has been carried out in accordance with the specifications of MAN Truck & Bus SE.
4. In the event of a defect covered by this warranty, MAN Truck & Bus SE will have the defect rectified by an authorised MAN workshop (rectification).
5. Claims against MAN Truck & Bus SE that go beyond the rectification of defects are excluded from this warranty. In particular, this warranty does not cover any claims for the delivery of a defect-free vehicle (replacement delivery). The same applies to claims for compensation, e.g. for the provision of a replacement car, for damages or reimbursement of futile expenses. This also applies if a defect cannot be finally remedied by rectification.
6. This warranty does not limit the statutory rights of the warranty holder as the purchaser of the vehicle in the event of defects vis-à-vis the seller of the vehicle and possible claims under the Product Liability Act against MAN Truck & Bus SE as the manufacturer of the vehicle, as well as from warranties otherwise granted by MAN Truck & Bus SE.
7. Natural wear and tear, i.e. any impairment of the vehicle due to wear and tear that is not caused by defects in materials or workmanship, is excluded from this warranty.
8. Structures, installations and extensions as well as defects in the vehicle caused by these are not covered by this warranty. The same applies to accessories that have not been installed and/or delivered at the factory.
9. Finally, claims against MAN Truck & Bus SE arising from this warranty are excluded if the defect is caused by:
  - the vehicle has previously been improperly repaired, improperly maintained or improperly cared for by the warranty holder himself or by a third party who is not an authorised MAN workshop, or
  - rules relating to the operation, handling and care of the vehicle (e.g. instructions for ownership) have not been followed, or
  - the vehicle has been damaged by external influences or external influences (e.g. accident, hail, flooding) or
  - parts have been fitted or installed in the vehicle, the use of which has not been approved by MAN Truck & Bus SE, or the vehicle has been modified in a manner not approved by MAN Truck & Bus SE (e.g. tuning), or
  - the vehicle has been mishandled or overused (e.g. during motorsport competitions or by overloading), or
  - the warranty holder has not reported a defect immediately, or
  - the warranty holder has not immediately given the opportunity to rectify the defect despite being requested to do so.
10. The following applies to the processing of warranty claims:
  - a. Claims arising from this warranty can only be asserted at authorised MAN workshops in the territory of the EEA and in Switzerland.
  - b. The proper execution of the service work must be proven by means of the maintenance certificate.
  - c. As part of the rectification, MAN Truck & Bus SE may, at its own discretion, either replace or repair the defective part. Replaced parts become the property of MAN Truck & Bus SE.
  - d. For the parts installed, painted or repaired as part of the rectification, the warranty holder can assert warranty claims based on the MAN Truck & Bus SE warranty until the expiry of the vehicle's warranty period.
  - e. If the vehicle becomes inoperable due to a defect, the warranty recipient is obliged to contact the nearest authorised MAN workshop. The latter decides whether the necessary work will be carried out on site or in his workshop.