



## Compliance Clauses of MAN Truck & Bus Deutschland GmbH (MAN)

### Compliance clause:

1. The Business Partner undertakes to act solely within the scope of the applicable law in force, in particular, to comply with the rules of fair competition. The Business Partner explicitly undertakes and guarantees that neither it nor its employees or any other parties commissions will perform any unlawful acts or incite or aid and abet third parties to perform such acts. Unlawful acts include offering, granting, requesting, or accepting illegal payments, benefits, or other advantages for oneself or a third party.

2. The Business Partner undertakes to observe and comply with the principles and duties of care stipulated in the “MAN Code of conduct for Suppliers & Business Partners”, including the legal requirements relating to the supply chain, which shall also be an integral part of the contract. The “MAN Code of Conduct for Suppliers & Business Partners is available under:  
<https://www.mantruckandbus.com/en/company/compliance/compliance-and-integrity.html>

3. If the Business Partner engages third parties to fulfill its duties arising from the business relationship with MAN, it undertakes to provide such third parties with the “MAN Code of Conduct for Suppliers & Business Partners” and to oblige them to comply with it. If the Business Partner or one of its vicarious agents do not comply with the principles stipulated in the “MAN Code of Conduct for Suppliers & Business Partners”, MAN has the right to terminate the contract for good cause.

### Non assignment clause:

Claims of the Business Partner against MAN arising from the contractual relationship may not be assigned to third parties without the prior written consent of MAN. If the assignment of the claim according to applicable law is nevertheless effective, the Business Partner must reimburse all additional costs in connection with the assignment.

### Audit right:

MAN shall be entitled to carry out audits at the Business Partner’s premises by prior notice and during normal business hours in order to ensure the Business Partner’s contractual obligations, in particular the obligations pursuant to Compliance and the “MAN Code of Conduct for Suppliers & Business Partners”. To the extent the Business Partner engages third parties to fulfill its duties arising from the business relationship with MAN, the Business Partner shall ensure that MAN or the Business Partner is granted a corresponding audit right with the third party. The costs of the audit shall be borne by the Business Partner if violations of the Business Partner’s contractual obligations are identified in the course of the audit, unless such violations are not due to the fault of the Business Partner.