

**NOTICE TO SUPPLIER:**

All orders for the purchase of any Goods, Parts or Services issued by MAN Truck & Bus UK Limited ('MTBUK' - Company Number 02688514, Registered Office: Frankland Road, Blagrove, Swindon, SN5 8YU) to the Supplier are subject to (i) the following General Terms and Conditions of Contracts for the Purchase of Goods, Parts and / or Services, including the Schedules, and (ii) to any special terms and conditions appearing in the Purchase Order. Please note that those documents (read and taken together) will together comprise and evidence the legally binding 'Contract' between MTBUK and the Supplier. Because of its formal nature, please read this document carefully.

1. DEFINITIONS & INTERPRETATION: In these General Terms and Conditions, the Purchase Order and the Contract (and all as hereinafter defined) the words, expressions and definitions and the rules of interpretation set out in Schedule 1 shall have the meanings assigned to them in that Schedule and be interpreted accordingly.

2. BASIS OF & FORMATION OF CONTRACT:

2.1. The Purchase Order constitutes an offer by MTBUK to purchase Goods, Parts and / or Services from the Supplier in accordance with these General Terms and Conditions. Where these General Terms and Conditions are silent regarding or inconsistent in relation to any matter set out in the Purchase Order, the terms and conditions of the applicable Purchase Order (including any which are set out in any documents referred to therein or which are attached thereto by MTBUK) will apply.

2.2. The Purchase Order shall be deemed to have been accepted by the Supplier: (a) if the Supplier fails to reject the Purchase Order, by Notice communicated to MTBUK, within five Business Days of delivery of the Purchase Order by MTBUK; or on the earlier of either: (b) the Supplier issuing written or oral acceptance of the Purchase Order; or (c) any other act by the Supplier consistent with it having accepted or intending to fulfil the Purchase Order, at which particular point (and as the case may be) the Contract shall come into existence.

2.3. The Parties agree that the relevant Purchase Order and these General Terms and Conditions will together comprise and evidence the legally binding 'Contract' between MTBUK and the Supplier, in relation to the applicable Goods, Parts and Services supply of and the Products and regarding all other matters set out in those documents.

2.4. Any Quotation or any other document issued by the Supplier prior to the formation of the Contract shall be of no effect save to the extent that any detail or information contained therein has been included in (or to the extent that MTBUK relies on any of the same when producing or delivering) any applicable Specification and / or the Purchase Order to the Supplier.

3. SUPPLY OF GOODS AND / OR PARTS:

3.1. The Supplier warrants and shall ensure that the Goods or Parts (and as the case may be) shall:

- (a) correspond with their description and any applicable Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- (c) be fit for any purpose held out by the Supplier or made known to the Supplier by MTBUK, expressly or by implication, and in this respect MTBUK relies on the Supplier's skill and judgment;
- (d) be free from defects in parts, design, materials and workmanship and remain so for no less than 24 months after delivery (or for such other period as may have been agreed between the Parties and as appears in the Purchase Order);
- (e) conform / comply with all applicable statutory and regulatory requirements and controls including in relation to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and / or Parts;
- (f) conform / comply with all applicable MTBUK Requirements and (in the particular case of Parts) Manufacturer Requirements and as they may be varied or altered by MTBUK (or MAN) and as notified by MTBUK to the Supplier in writing from time to time.

3.2. The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods, Parts and Services and as the case may be.

3.3. MTBUK shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing MTBUK

considers that the Goods and / or Parts do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, MTBUK shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary or required by MTBUK to ensure such conformity and compliance.

3.4. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and / or Parts and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and MTBUK shall have the right to conduct further inspections and tests after the Supplier has carried out any remedial actions.

3.5. The Supplier acknowledges and accepts the high level of importance which attaches to, and the high degree of reliance which MTBUK places on, the Supplier's compliance with all applicable MAN Requirements in relation to Parts. Consequently the Supplier agrees, as a separate and ongoing obligation, to use its best endeavours to ensure at all times that all Parts supplied and all Services performed in relation to any MAN vehicles comply strictly with all applicable MAN Requirements.

4. DELIVERY OF GOODS AND / OR PARTS:

4.1 The Supplier warrants and shall ensure that: (a) the Goods and / or Parts are properly packed and secured in such manner as to enable them to reach their destination safely, in good condition and in full working order; (b) each delivery of the Goods and / or Parts is accompanied by a delivery note which shows the date of the Purchase Order, MTBUK's Purchase Order number, the type and quantity thereof (including any applicable code number), special storage instructions (if any) and, if the Goods and / or Parts are being delivered by instalments, the outstanding balance of Goods and / or Parts remaining to be delivered. (If the Supplier requires MTBUK to return any packaging material for the Goods and / or Parts to the Supplier, that fact shall be clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier); (c) each delivery of the Goods and / or Parts conforms / complies with all applicable MTBUK Requirements and (in the particular case of Parts) Manufacturer Requirements as they may be varied or altered by MTBUK and as notified by MTBUK to the Supplier in writing from time to time.

4.2. Time is of the essence in relation to delivery of the Goods and / or Parts. The Supplier shall deliver the Goods and / or Parts: (a) on the date specified in the Purchase Order or, if no such date is specified, within five Business Days of the date of the Purchase Order;

(b) to the delivery location as is set out in the Purchase Order or as otherwise instructed by MTBUK before delivery or, if no such delivery location is specified, to MTBUK's head office at Frankland Road, Blagrove, Swindon, SN5 8YU;

(c) during MTBUK's normal hours of business on a normal Business Day, or as otherwise instructed by MTBUK.

4.3. Delivery of the Goods and / or Parts shall be completed on the completion of unloading of the Goods by the Supplier (or any Supplier Agent) at the applicable delivery location.

4.4. If the Supplier delivers more or less than the quantity of Goods and / or Parts ordered, MTBUK may reject the Goods and / or Parts delivered and, in the case of any rejected excess Goods and / or Parts they shall be, at MTBUK's election, held at the applicable delivery location or returnable to the Supplier and in any event at the Supplier's sole risk and expense. If the Supplier delivers more or less than the quantity of Goods and / or Parts ordered, and MTBUK accepts the delivery, MTBUK will be under no obligation to make any payment in relation thereto until a proper and accurate pro rata adjustment has been made to the relevant invoice.

4.5. The Supplier shall not deliver the Goods and / or Parts in instalments without MTBUK's prior written consent. However, any failure by the Supplier to deliver any one instalment on time or at all shall entitle MTBUK to any of the remedies set out in clause 6.

4.6. Title and risk in the Goods and / or Parts shall pass to MTBUK on completion of delivery within the meaning of clause 4.3.

5. SUPPLY OF SERVICES:

5.1. The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to MTBUK in accordance with the terms of the Contract.

5.2. Time is of the essence in relation to the performance of the Services. The Supplier shall meet any dates for the performance of the Services specified in the Purchase Order or which are otherwise notified to the Supplier by MTBUK.

5.3. In providing the Services, the Supplier shall:

(a) co-operate with MTBUK in all matters relating to the Services, and comply with all instructions of MTBUK in relation thereto

(b) perform the Services with the best care, skill and diligence in accordance with best practice standards and techniques in the Supplier's industry, profession or trade;

(c) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract and in any event competently, skilfully, diligently and on time;

(d) ensure that the Services conform with all applicable descriptions and specifications, including any set out in any applicable Specification, and that the Services are fit for any purpose expressly or impliedly made known to the Supplier by MTBUK and in relation to which the Parties agree MTBUK relies on the Supplier's skill and judgment;

(e) provide all equipment, machinery, tools and vehicles and such other items as are required or necessary to perform the Services in accordance with the Contract;

(f) ensure that all goods, parts and / or materials which are supplied or used in or which otherwise form part of the Services and / or which are otherwise transferred to MTBUK, will be free from defects or faults in parts, workmanship, installation and design and remain so for no less than 24 months after delivery (or for such longer period as may have been agreed between the Parties and as appears in the Purchase Order);

(g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

(h) observe all health and safety rules and regulations and any other security requirements that apply, or which MTBUK may require the Supplier to observe, at any of MTBUK's premises;

(i) hold all MTBUK Materials in safe custody at the Suppliers own risk; maintain MTBUK Materials in good condition until returned to MTBUK and not dispose or use any MTBUK Materials other than in accordance with MTBUK's written instructions or authorisation; return all MTBUK Materials to MTBUK on demand;

(j) not do or omit to do anything which may cause MTBUK to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and in which respects, and the Supplier agrees that, MTBUK may rely or act on the Services;

(k) conform / comply with all applicable MTBUK Requirements and, in the particular case of Parts, with all applicable Manufacturer Requirements and as either or both of them may be varied or altered by MTBUK and as notified by MTBUK to the Supplier in writing from time to time; and

(l) deliver all Deliverables to MTBUK forthwith upon completion of the Services.

6. MTBUK's REMEDIES

6.1. If the Supplier either fails to deliver the Goods and / or Parts and/or fails to perform the Services by the date required by the Contract, or if no date is required by the Contract within a reasonable time; or delivers any Goods or Parts or performs any Services which do not comply with the provisions of clauses 3, 4 or 5, and as the case may be, then MTBUK shall, without limiting its other rights or remedies (whether or not it has accepted any of the Goods, Parts or Services and whether or not, in the case of Goods or Parts, title has passed) have all of the following rights, namely to:

(a) reject the applicable Goods, Parts or Services (in whole or in part);

(b) return the applicable Goods and / or Parts to the Supplier at the Supplier's own risk and expense and without notice;

(c) require the Supplier to repair or replace the applicable Goods and / or Parts;

(d) require the Supplier to repair or rectify the applicable Services;

(e) refuse to accept any further or subsequent delivery of any of the Goods and / or Parts which the Supplier attempts to make or any further performance of any of the Services;

(f) require the Supplier to pay all and any costs or expenditure incurred by MTBUK in obtaining substitute goods, parts and / or services from a third party;

(g) require the Supplier to refund any sums which MTBUK has paid in advance in relation to any of the foregoing;

(h) terminate the Contract (either in whole or in part) with immediate effect by giving written notice to, and without incurring any further liability to, the Supplier;

(i) claim for any damages costs, additional costs, losses or expenses incurred by MTBUK arising from the Supplier's failure to supply Goods and or Parts and / or to perform the Services in accordance with the Contract including under clauses 3, 4 or 5.

6.2. Without prejudice to any of its rights set out in clause 6.1, if any Goods, Parts or Services are not delivered or performed by the date required by the Contract, or if no date is required by the Contract within a reasonable time, MTBUK may, at its option and without limiting its other rights or remedies, claim or deduct ten per cent of the price of the Goods, Parts or Services (and as the case may be) for each week's delay in delivery or performance by way of an agreed contribution to MTBUK's losses or damages, up to a maximum of one hundred per cent of the total price of the applicable Goods, Parts or Services.

6.3. These General Terms and Conditions shall extend to any repaired or replacement Goods and / or Parts and to any repaired or rectified Services which are delivered or performed by the Supplier.

6.4. MTBUK's rights under the Contract shall be in addition to its rights and remedies implied by statute and common law.

7. PRICE, CHARGES AND PAYMENT:

7.1. The price for the Goods and / or Parts shall be as set out in the Purchase Order and shall be inclusive of the costs of packaging, insurance and carriage, unless otherwise agreed in writing in a document signed by MTBUK. No extra charges shall be effective in relation to the sale or delivery of the Goods and / or Parts unless agreed in writing and in a document signed by MTBUK.

7.2. The charges for the Services shall be as set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in relation to all of the same unless otherwise agreed in writing in a document signed by MTBUK. No extra charges directly or indirectly incurred in connection with the performance of the Services shall be effective unless agreed in writing and in a document signed by MTBUK.

7.3. In respect of Goods, and / or Parts the Supplier shall invoice MTBUK on or at any time after completion of delivery in accordance with the provisions of clause 4.3. In respect of Services, the Supplier shall invoice MTBUK on full completion of the Services. Each invoice shall include such supporting information as may be required by MTBUK to verify the accuracy and substance of the invoice, including the relevant Purchase Order number.

7.4. In consideration of the supply of the Goods and / or Parts and / or the performance of the Services by the Supplier, and providing always that the Supplier has complied with all of its obligations and responsibilities under the Contract, MTBUK shall pay the invoiced amounts within thirty Business Days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

7.5. All amounts payable by MTBUK under the Contract are exclusive of amounts in respect of any applicable valued added tax ("VAT"). However, MTBUK shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are properly chargeable on the supply of the applicable Goods, Parts or Services.

7.6. The Supplier shall maintain complete and accurate records of the costs incurred, time spent, personnel engaged in and the materials used by the Supplier in manufacturing, resourcing and supplying the Goods and / or Parts and / or in the performance of the Services (and as the case may be) and shall allow MTBUK to inspect, and take copies of, such records at all reasonable times on request.

7.7. MTBUK may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier under the Contract against any amount payable by MTBUK to the Supplier.

8. INTELLECTUAL PROPERTY RIGHTS:

8.1. The Supplier assigns to MTBUK, with full title guarantee and free from all third party rights, all Intellectual Property Rights, and shall obtain waivers of all moral rights to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, in relation to all of the following: the Goods and Parts; any other property, goods, services parts or materials that are transferred to MTBUK as part of or a product of the Services; and the Deliverables.

8.2. The Supplier shall, promptly at MTBUK's request, do (or procure to be done) all such further acts and things and execute all such other documents as MTBUK may from time to time require for the purpose of securing for MTBUK the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to MTBUK in accordance with the earlier provisions of this clause 8.

8.3. All MTBUK Materials are and shall at all times remain the exclusive property of MTBUK.

9. SUPPLIER'S INDEMNITY & INSURANCES:

9.1. The Supplier shall keep MTBUK indemnified in full against all costs, expenses, damages and losses (whether direct or indirect and including any interest, fines, legal and other professional fees and expenses) paid or incurred by or suffered or awarded against MTBUK as a result of or in connection with:

(a) any breach of any of the provisions of clauses 3, 4, 5, 8, 15 and 17 hereof;

(b) any changes in the scope or performance of the Contract, or any other aspect of it, which may be made as a consequence of any Request for Change made by the Supplier, which is agreed by MTBUK, in accordance with the terms of clause 14 hereof;

(c) any claim made against MTBUK by a third party:

(i) for death, personal injury or damage to property arising out of, or in connection with any defects or faults in any of the Goods and / or Parts and / or any negligence in the performance of Services, to the extent that any such defect, fault or negligence is attributable to the acts or omissions of the Supplier or any Supplier Agent;

(ii) arising out of, or in connection with, the supply of the Goods and / or Services, to the extent that such claim arises out of the breach, negligent performance or any failure or delay in performance of the Contract by the Supplier or any Supplier Agent;

(iii) for actual or alleged infringement of any third party's Intellectual Property Rights or any moral rights as set out in clause 8 to the extent that such claim arises out of the breach, negligent performance or any failure or delay in performance of the Contract by the Supplier or any Supplier Agent.

9.2. The Parties do not intend that the Regulations should apply to any of the provisions of, or during or upon any termination or expiry of, the Contract in relation to any personnel or employees or contractors of the Supplier, including in relation to the performance of any Services. However, if the Regulations do apply (or are subsequently held to apply by a Court or Tribunal of competent jurisdiction) the Supplier shall indemnify MTBUK and keep it indemnified against all costs, expenses, damages and losses (whether direct or indirect and including any interest, fines, legal and other professional fees and expenses, court or tribunal orders and all other liabilities or demands) suffered or awarded against or incurred or paid by MTBUK as a result of or in connection with: any relevant transfer of the employment (or other engagement) of any personnel or employees or contractors of the Supplier to MTBUK and / or any subsequent termination of the employment (or other engagement) of any of the same.

9.3. For the duration of the Contract and for a period of twenty four months thereafter, the Supplier shall maintain in force, with a reputable insurance company which is acceptable to MTBUK, professional indemnity insurance, product liability insurance and public liability insurance to cover all liabilities which may arise under or in connection with the Contract and shall, on MTBUK's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9.4. This clause 9 shall survive termination of any Contract.

10. MTBUK'S RIGHTS OF TERMINATION FOR MATERIAL BREACH / INSOLVENCY EVENT: Without limiting its other rights or remedies, MTBUK may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier: commits a material breach of the Contract which breach is irremediable; commits a material breach of the Contract which breach, if remediable, is not remedied within seven Business Days after the service of written notice requiring them to do so; is subject to an Insolvency Event.

11. MTBUK'S OTHER RIGHTS OF TERMINATION:

Without limiting any of its other rights or remedies, and whether under the Contract or by law, MTBUK may terminate the Contract: without any liability to the Supplier:

(a) in respect of the supply of Services, by giving the Supplier twenty Business Days written notice; and

(b) in respect of the supply of Goods and / or Parts, with immediate effect and at any time before delivery, by giving Notice to the Supplier, in which case MTBUK shall pay the Supplier fair and reasonable compensation for any Goods or Parts which have been resourced from a third party or which are in the process of manufacture by the Supplier at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

12. CONSEQUENCES OF TERMINATION OF CONTRACT:

12.1. On termination of the Contract or any part of it for any reason where the supply of any Goods and / or Parts and / or the performance of any Services are terminated, the Supplier shall, at MTBUK's election and in that event when required to do so, forthwith deliver to MTBUK all of the following: any Good or Parts which have been ordered but not delivered; the Deliverables, whether or not then complete; and all MTBUK Materials. If the Supplier fails to comply with any of the foregoing provisions, then MTBUK may without limiting its other rights or remedies enter the Supplier's premises and take physical possession of the said Good, Parts Deliverables and MTBUK Materials. In the meantime the Supplier shall be solely responsible for their safe keeping and will not use any of them for any purpose not connected with this Contract.

12.2. Save as appears otherwise in these General Terms & Conditions, the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. All clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. ASSIGNMENT AND SUBCONTRACTING: The Supplier shall not assign, transfer, charge, subcontract, delegate or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of MTBUK. MTBUK may at any time assign, transfer, charge or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any other manner any or all of its obligations under the Contract to any third party or agent.

14. CHANGE MANAGEMENT:

14.1. If either Party wishes to change the scope or performance of the Contract, or any other aspect of it, it shall submit details of the requested change to the other Party by way of formal written Request for Change ("RFC") in MTBUK's standard RFC form. Any agreement reached by the Parties in relation to the applicable RFC, including all applicable terms and conditions, must be recorded in writing in MTBUK's standard RFC form and signed by properly authorised representatives of both of them. Any such agreement shall be of no legal effect unless and until they are recorded and

signed by both Parties as aforesaid whereupon the signed RFC form shall be deemed to vary, and to be incorporated into, the Contract without further notice or formality. Save as appears in any such agreed and signed RFC all other provisions of the Contract shall be unaffected and remain in full force and effect.

14.2. Without prejudice to the previous provisions of this clause, the Parties are free to agree to and (subject to any such agreement) may make minor or financially inconsequential changes to, and / or which do not materially alter any of the key terms of, the Contract on whatever basis and understandings as may be agreed and which are also confirmed in writing (including by email) by MTBUK.

15. CONFIDENTIALITY: Neither Party shall use the other Party's confidential information (including all technical or commercial know-how, specifications, inventions, processes, pricing or initiatives or any other confidential information concerning the disclosing Party's business or its products, services or Intellectual Property Rights which the receiving Party may obtain) for any purpose other than to perform its obligations under the Contract. This clause 15 shall survive termination of the Contract.

16. ENTIRE AGREEMENT: The terms and conditions of the Contract shall constitute the whole agreement between the Parties and supersede all previous agreements and understandings between the Parties relating to its subject matter.

17. ETHICAL TRADING / ANTI- BRIBERY UNDERTAKINGS:

17.1. The Supplier shall:

(a) comply with all Relevant Policies and Relevant Requirements and will not, in particular, engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(b) have and maintain in place and observe throughout the term of the Contract its own policies and procedures, including, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate.

17.2. If the Supplier engages third parties, including contractors, to fulfil its duties (and whether or not it is permitted to do so under the terms of the Contract), it undertakes to ensure that those third parties fully comply with all Relevant Policies and Relevant Requirements.

17.3. The Supplier will permit any MAN Auditor to audit the Supplier's compliance with the provisions of this clause 17 ('Compliance Audit') at any time (including after any termination of this Agreement) on no less than 24 hours prior Notice requesting it to do so. During the course of any such Compliance Audit, or any follow-up audit, the Supplier shall

(a) co-operate with and do all such things as the MAN Auditor shall reasonably require to enable him to make fully informed decisions regarding and to prepare suitably detailed report as regards the Suppliers compliance, or failure to comply, with any of its responsibilities and obligations under this clause;

(b) allow the MAN Auditor:

(i) full and unencumbered access to and to inspect all of its land, buildings and premises, computer and other electronic systems and business applications;

(ii) to inspect (and, when requested to do so, promptly provide them with true copies of) all such business accounts, ledgers, books, correspondence, records and other documents (including any which may be stored on any computer or other electronic device) as he may reasonably require.

17.4. The provisions of clause 17.3 shall also apply if any Contract or MTBUK's relationship with the Supplier (or any business dealing in connection with the Supplier's works or services) becomes subject to an official inquiry or investigation, in which case the Supplier will additionally, and promptly at MTBUK's request, provide any MAN Auditor with all such other access, assistance, information and documentation as the MAN Auditor may reasonably consider to be required or necessary to enable him to make properly and fully informed decisions in relation to the said inquiry or investigation and / or its impact on the business and / or affairs of MTBUK or MAN.

17.5. Any failure to comply with or any other breach of the terms of this clause 17 by the Supplier, including in relation to the Relevant

Policies, the Relevant Requirements or any Compliance Audit, shall be deemed to be a breach of a material term of the Contract entitling MTBUK to terminate the same forthwith without any further or any liability to the Supplier whether under any Contract or otherwise howsoever.

18. NOTICES:

18.1. Any notice required to be given under the Contract, shall be in writing, written in English, and shall be delivered personally or by commercial courier or by recorded delivery post to each Party required to receive the notice at its registered office (if a company) or its principal place of business or sent by fax to the other Party's main fax number or by email, in the case of MTBUK to purchasinguk@man.eu (or in the case of any sale or purchase of Parts to partspurchasinguk@man.eu) and in the case of the Supplier to its last known email address.

18.2. Any notice or communication shall be deemed to have been received if delivered personally or by commercial courier at the time the notice is left at the proper address, or if sent by recorded delivery post on the second Business Day after posting or if sent by fax or email, at 9.00 am on the next Business Day after transmission.

18.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. THIRD PARTIES: A person who is not a Party to the Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise howsoever.

20. VARIATION AND WAIVER: No variation of the Contract, or any waiver of any of MTBUK's rights or remedies provided under the Contract or by law, shall be effective unless and until any such variation or waiver and any applicable terms or conditions in relation thereto are contained in a document headed as a 'Contract Variation', 'RFC' or a 'Contract Waiver' (and as the case may be) and which is signed by MTBUK (or its authorised representative).

21. GOVERNING LAW AND JURISDICTION: The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation ((including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 - WORDS, EXPRESSIONS AND DEFINITIONS

- **Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
- **Contract:** the contract made between MTBUK and the Supplier, for the supply of Products, in accordance with these General Terms and Conditions which is formed in the manner more particularly described in clause 2.
- **Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods, Parts or Services in any form or media, including without limitation manufacturing tools or appliances, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- **General Terms and Conditions:** These General Terms and Conditions for Contracts for Purchase of Goods, Parts and / or Services, including the Schedules.
- **Goods:** the goods (which are not also Parts) set out in the Purchase Order or Specification.
- **Insolvency Event:** any event which would entitle any creditor or any statutory or regulatory body to issue execution against or to effect distraint over (or which would entitle any of the same or the Party concerned to appoint, or to apply to a court to make an order as to or which may result in the appointment of an insolvency practitioner in relation to) all or any of the goods, chattels, assets, undertaking, property or business of the Party concerned; or when a Party (being an individual or a partner in and / or a firm) is the subject of or suffers any similar process of execution or distraint in relation to any of the same or if a

bankruptcy petition is issued against him or if he makes an application for an individual voluntary arrangement or makes an application to a court for protection from his creditors, or if he dies or when, by reason of illness or incapacity (whether mental or physical), he is incapable of managing his own affairs or becomes a patient under any mental health legislation; or when the Party concerned suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or, in the case of the Supplier, when the Supplier's financial position deteriorates to such an extent that in MTBUK's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- **Manufacturer:** the manufacturer of the commercial vehicle that the sale and purchase of the Products is intended to support, namely MAN Truck & Bus AG, Dachauer Straße 667, D-80995 München, Germany. (The abbreviation 'MAN' may also be used to describe and refer to the Manufacturer.)
- **Manufacturer Requirements:** the Manufacturer's particular requirements as to the Products and their supply (including any which accompany, or are referred to or otherwise described in or incorporated by reference into, the Purchase Order).
- **MAN Auditor:** any third-party auditor appointed by the MTBUK or MAN to carry out the Compliance Audit set out in clause 17.
- **MTBUK Materials:** all equipment, tools (including manufacturing tools) appliances, goods, parts, materials, documents and information (including without limitation drawings, specifications, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports) supplied by, or on behalf of, MTBUK to the Supplier in relation to the Goods, Parts or Services in any form or media.
- **MTBUK Requirements:** MTBUK's particular requirements as to the Products and their supply (including any which accompany, or is referred to or otherwise described in or incorporated by reference into, the Purchase Order).
- **Parts:** any parts, spare parts, equipment, goods, materials or other items (including any part of them) set out in the Purchase Order or Specification which are intended to be incorporated into or otherwise used in any of the production, sale, distribution, use or operation of any commercial vehicle manufactured or sold by MAN.
- **Products:** The Goods, Parts and / or the Services and as the case may be.
- **Purchase Order:** MTBUK's order for the supply of Goods, Parts and/or Services, as set out in MTBUK's standard purchase order form.
- **Parties:** MTBUK and the Supplier. 'Party' shall mean either MTBUK or the Supplier.
- **Quotation:** any quotation or other document issued or sent by the Supplier to MTBUK which contains details of or describes any of the Suppliers works, services, materials, goods, parts, equipment, processes, pricings, costings, production times or delivery dates intended or proposed to be used or to apply in the supply of the Goods and / or the Services
- **Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- **Relevant Policies:** (the MAN 'Code of Conduct for Suppliers & Business Partners' (and as it appears at <http://contracts.man.co.uk/cofc> on the date of the Contract) and such other of MAN's ethics, anti-bribery and anti-corruption policies, including any revisions or updates thereto, as MTBUK may notify to the Supplier from time to time.

- **Relevant Requirements:** all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- **Services:** the services (or any part of them, including without limitation any Deliverables) to be provided by the Supplier under the Contract as set out in the Purchase Order or Specification.
- **Specification:** any document or instructions, including any related plans and drawings, indicating MTBUK's particular requirements, including any technical requirements, as to the Goods, Parts and / or Services which are agreed between the Parties in writing or which MTBUK has communicated to the Supplier before or at the time when MTBUK delivers the Purchase Order to the Supplier.
- **Supplier:** the Party from whom MTBUK purchases and who agrees to supply the Products in accordance with the terms of the Contract.
- **Supplier Agent:** any of the Suppliers directors, employees, servants or agents or any contractor, supplier or other third party that it engages.

SCHEDULE 1 – (CONTINUED) RULES OF INTERPRETATION

- (a) Schedule 1 forms part of the Contract and shall have effect as if set out in full in the body of these General Terms and Conditions and any reference to the said General Terms and Conditions (and / or the Contract) includes Schedule 1 (including any amendments, alterations or revisions thereto).
- (b) References to clauses and schedules are to the relevant clauses and schedules of these General Terms and Conditions.
- (c) Clause and paragraph headings are indicative of their subject matter but shall not otherwise affect the interpretation of either these General Terms and Conditions or the Contract.
- (d) A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- (e) Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- (f) A reference to a Party includes its personal and / or authorised representatives, successors or permitted assigns and in the case of the Supplier shall include all Supplier Agents save where the Supplier Agent is not a party to the act or omission referred to or where the context does not permit otherwise;
- (g) Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (h) Any obligation in these General Terms and Conditions on a Party not to do something includes an obligation not to agree or allow that thing to be done.