

**NOTICE TO SUPPLIER:**

All orders for the supply of vehicle parts and / or services (and including any which requires the production of a Completed Vehicle) 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 Supply of Vehicle 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 and when MTBUK issues and delivers its written acceptance of the Purchase Order to the Supplier) will together comprise and evidence the legally binding 'Contract' between MTBUK and the Supplier. Because of its formal nature, please read this document carefully.

AGREED GENERAL TERMS & CONDITIONS:**1. DEFINITIONS & INTERPRETATION:**

In these General Terms and Conditions, the Purchase Order and the Contract and except where the context otherwise requires, the words, expressions, and definitions and the rules of interpretation set out in Schedule 1 will have the meanings assigned to them in that Schedule and be interpreted accordingly.

2. BASIS OF & FORMATION OF CONTRACT:

2.1. All orders and any Contract between the Parties for the supply of Parts and / or Services (and / or if applicable the production of a Completed Vehicle and as the case may be) shall be strictly subject to these General Terms and Conditions and the special terms and conditions set out in the applicable Purchase Order. Where the Purchase Order requires that the Supplier shall also produce a Completed Vehicle within the context of Project Work, the additional terms and conditions set out in Schedule 2 shall also apply. Where these General Terms and Conditions are silent regarding or inconsistent in relation to any matter set out in the Purchase Order, the special terms and conditions of the applicable Purchase Order (including any which are set out in any documents referred to and / or deemed incorporated therein) will apply.

2.2. The Supplier variously represents and agrees:
(a) that its signature to the said Purchase Order shall be given for and on its behalf by a properly authorised person and shall comprise formal confirmation that it agrees to supply the Parts and / or Services (and, if applicable, to produce the Completed Vehicle) in accordance with the various terms and conditions set out in these General Terms and Conditions and the Purchase Order and to the exclusion of all other conditions whenever and however communicated;
(b) to ensure that all of the details and information (including as to Price and payment terms) which are material to or relevant to the Supplier are contained or disclosed in the Purchase Order and are true, complete and accurate in all respects;
(c) to ensure that it delivers written confirmation of its Specific Warranties no later than at the same time as it delivers the Purchase Order to MTBUK (unless delivered to MTBUK prior to the Supplier's signature to the Purchase Order) and (in either event) agrees that the said Specific Warranties shall be deemed to be incorporated in to the Purchase Order.

2.3. Subject to clause 2.4, the Parties agree that the special terms and conditions of the relevant Purchase Order (including any which are set out in any documents referred to and / or deemed incorporated therein) and these General Terms and Conditions will collectively and variously comprise and evidence the legally binding 'Contract' between MTBUK and the Supplier regarding all matters set out in those documents.

2.4. The Purchase Order shall be deemed to be accepted by the Supplier on the earlier of:

- (a) the Supplier issuing written or oral acceptance of the Purchase Order;
- (b) any other act by the Supplier consistent with it having accepted or intending to fulfil the Purchase Order, at which point and on which date the Contract shall come into existence.

2.5. The Supplier will deliver to MTBUK the original of its signed copy (including of any faxed, emailed, scanned or pdf copy which may have been sent to MTBUK previously) of the original Purchase Order (or, if applicable, its written confirmation of its oral acceptance of the Purchase Order) and its Specific Warranties within two Business Days of the date of its or their signature, transmission or oral confirmation and as the case may be. Any default or failure to comply with the provisions of this paragraph shall entitle MTBUK to decline to proceed with / withdraw the order and / or terminate the Contract without any liability to the Supplier whatsoever.

3. MTBUK'S OBLIGATIONS / PRICE, CHARGES & PAYMENT:

3.1. If required under the terms of the Contract, MTBUK will deliver the Chassis (which shall substantially conform to the Specification) to the Supplier at the Workshop.

3.2. Provided the Supplier performs all of its obligations under the Contract, MTBUK will pay the Price in accordance with and subject to the remaining provisions of this clause:

- (a) The Price shall be as set out in the Purchase Order and shall (in respect of Parts) be inclusive of all costs of packaging, insurance and carriage and (in respect of Services) shall be the full and exclusive remuneration of the Supplier in relation thereto. In relation to all Products, and unless otherwise agreed in writing in a document signed by MTBUK, no extra charges shall be effective or payable.

(b) The Supplier shall invoice MTBUK as follows:

- i. in respect of Parts, on or at any time after completion of delivery of physical possession of the Parts to MTBUK;
- ii. in respect of Services, on or at any time after on or at any time after completion of the Services and the return of physical possession of the Chassis to MTBUK;
- iii. in respect of a Completed Vehicle, on or at any time after completion of delivery of physical possession of the Completed Vehicle to MTBUK.

(c) Each invoice issued by the Supplier shall include such supporting information as may be required by MTBUK to verify the accuracy of the invoice, including MTBUK's applicable Purchase Order number.

3.3. In consideration of the supply of the Products (and providing always that the Supplier has complied with all of its obligations and responsibilities under the Contract and has properly rendered a correctly detailed invoice in relation thereto) MTBUK shall pay the Price to a bank account nominated in writing by the Supplier:

- (a) within thirty Business Days; or
- (b) within such other time period as has been agreed in writing in a document signed by MTBUK.

3.4. 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 Product.

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

4. THE SUPPLIER'S GENERAL OBLIGATIONS:

4.1. The Supplier agrees to facilitate and support the back-to-back performance of MTBUK's obligations and responsibilities under the Customer Agreement by the supply of the Parts and / or Services (and, if applicable, by the production of the Completed Vehicle) in accordance with the provisions of the Contract.

4.2. The Supplier will:

- (a) ensure that all of the Parts and / or Services (and, if applicable, the Completed Vehicle) conform with all applicable statutory and regulatory requirements and controls, all Customer Requirements, Manufacturer Requirements and MTBUK Requirements and that they also meet all of MTBUK's and the Customers reasonable requirements and expectations in relation thereto;
- (b) do all such things as MTBUK may reasonably require or deem necessary to:
 - i. assist MTBUK to perform all of its obligations and meet all of its responsibilities under both the Contract and the Customer Agreement;
 - ii. enable MTBUK to effect an efficient, orderly and timely resolution (with minimum disruption and cost caused to MTBUK and the Customer) of any warranty claims; and
 - iii. assist MTBUK to promote and maintain good commercial and working relations with the Customer so as to encourage and permit the development of further and mutually beneficial business between them all.

4.3. The Supplier shall provide, at its own cost and expense:

- (a) all relevant and necessary goods, parts, materials, labour, plant, equipment, machinery, Intellectual Property Rights, transportation, handling, tools, appliances and all other things or equipment or processes which are required or are otherwise necessary for the purposes of the Project. (Save as may be expressly set out in any Purchase Order, MTBUK is not obliged to provide any of the aforementioned items.)
- (b) all requisite materials, facilities, access to and safe and suitable working conditions at the relevant delivery location to enable MTBUK, if applicable, to effect delivery of the Chassis to the Supplier.

4.4. The Supplier shall ensure that its duly authorised and suitably experienced representative be present for the purposes of inspecting and taking delivery of the Chassis and that he sign a Delivery Note or such other document as MTBUK may require to evidence and confirm acceptance of delivery. Acceptance of delivery by such representative, on the foregoing basis, shall constitute conclusive evidence that the Supplier has examined the Chassis and found it to be variously in good and satisfactory condition and substantially in accordance with any applicable Specification. Without prejudice to any of the other provisions of this clause the Supplier will, upon taking delivery of the Chassis, fully comply with and carefully adhere to MTBUK's Delivery Damage and Deficiency Procedures.

4.5. During the course of its performance of its responsibilities and obligations under the Contract, the Supplier will not change, modify or otherwise alter the Chassis (including in relation to any of its mechanical integrity, construction, performance or engineering or otherwise than as may be expressly permitted by the Manufacturers Guidelines to Fitting Bodies) or otherwise process or deal with it in any way which compromises or invalidates any of MTBUK's or the Manufacturers warranties to the Customer, or any of the Manufacturers warranties to MTBUK.

4.6. During the course of its performance of its responsibilities and obligations under the Contract the Supplier will:

- (a) keep MTBUK regularly informed as to the progress thereof;
- (b) answer all and any requests for information from MTBUK within two Business Days of such request being made;
- (c) keep and maintain complete and accurate records (including in relation to time spent, personnel engaged, materials used and costs incurred by it) evidencing the performance of its obligations and responsibilities under the Contract; and
- (d) provide copies of such records to MTBUK upon demand.

4.7. The Supplier shall permit MTBUK (and also the Customer if so required by MTBUK) to attend upon the Workshop (or any other site or premises where the Chassis or Parts may be situated or held or where the Services are performed) to monitor, check and inspect the progress of the Supplier's works and services, at any time.

4.8. The Supplier agrees that any checking or approval (express or implied) given by MTBUK (or the Customer) during the course of any such attendance shall not affect or otherwise waive or compromise MTBUK's (or the Customer's) right to reject any of the Services or Parts or the Completed Vehicle and as the case may be.

4.9. The Supplier will, at its own cost and expense, take immediate action in response to and otherwise comply with all requests reasonably made by MTBUK to perform such other or alternative works or services and / or to use such other or alternative, parts, materials, procedures, machinery or equipment as MTBUK (or the Customer) may reasonably require or deem necessary:

- (a) to ensure the Suppliers compliance with the provisions of the Contract;
- (b) for the purposes of rectifying or remedying any faults, defects, omissions or errors which appear, or seem to appear, in the Parts and / or the Services (and, if applicable, in the production of the Completed Vehicle); and otherwise
- (c) for the purposes of the Project.

5. DELIVERY OF PARTS (AND / OR COMPLETED VEHICLE) AND / OR COMPLETION OF SERVICES:

5.1. The Supplier shall deliver physical possession of the Parts (and, if applicable, the Completed Vehicle) to MTBUK and shall complete the Services on the date(s) set out (and at the delivery location or site specified) in the Purchase Order (or, if no such date or delivery location or site is specified, on such date and to such delivery location or site – including directly to the Customer at its premises - as MTBUK may request in writing within five Business Days of the date of delivery of such request).

5.2. Time of delivery of physical possession of the Parts (and, if applicable, the Completed Vehicle) to MTBUK and the completion of the Services (including, if applicable, all and any of the same which are required for the purpose of producing the Completed Vehicle) shall be of the essence in relation to the Contract.

5.3. Delivery of physical possession of the Parts shall be completed on the completion of unloading of the Parts by the Supplier (or Supplier Agent) at the delivery location at which point title and risk in the Parts will pass to MTBUK. Completion of the Services shall be effected once all of the required works and services have been performed in accordance with the terms and conditions of the Contract and when the Services also meet all of MTBUK's and the Customers reasonable requirements and expectations in relation thereto.

5.4. In relation to Parts the Supplier shall variously ensure that:

- (a) the Parts are properly packed and secured in such manner as to enable them to reach the delivery location safely and in good condition;
- (b) each delivery of the Parts is accompanied by a delivery note which shows the date of the Purchase Order, MTBUK's Purchase Order number, the type and quantity of the Parts (including the code number of the Parts, where applicable), special storage instructions (if any) and, if the Parts are being delivered by instalments, the outstanding balance of Parts remaining to be delivered;
- (c) delivery of the Parts conforms / complies with all applicable Customer Requirements, Manufacturer Requirements and MTBUK Requirements as they may be varied or altered by MTBUK and as notified by MTBUK to the Supplier in writing from time to time.

5.5. In relation to the Completed Vehicle, delivery will not be deemed to have been effected to MTBUK unless and until:

- (a) MTBUK has carried out a Pre - Delivery Inspection check in relation thereto; and
- (b) an authorised representative of MTBUK has signed a Delivery Note indicating its acceptance of delivery;

(c) MTBUK has taken delivery of physical possession of the Completed Vehicle.

5.6. In any event, taking delivery and any purported completion as aforesaid or any use made of or any payment made in respect of any of the Products by MTBUK shall not constitute or otherwise indicate any formal, legal or contractual acceptance or any waiver or approval in relation thereto and shall be without prejudice to any right or remedy that MTBUK may have against the Supplier, including any subsequent right of rejection of any of the Products.

6. SUPPLIERS WARRANTIES:

Suppliers General Warranties in relation to the Parts

6.1. The Supplier warrants that the Parts shall variously:

- (a) correspond with any applicable description or specification;
- (b) be of satisfactory quality (including within the meaning of the Sale of Goods Act 1979, as amended);
- (c) be fit for Purpose (and in which respects MTBUK relies on the Supplier's skill and judgement) as well as for their normal commercial purpose;
- (d) be free from any defects or faults in all parts, design, materials and workmanship and that they will remain so for a period of no less than the applicable Warranty Period;
- (e) conform / comply with all of the following: MTBUK's previous instructions, requirements and requests; the Manufacturers Guidelines to Fitting Bodies (including in relation to their suitability and fitting); all applicable Customer Requirements, Manufacturer Requirements and MTBUK Requirements; all applicable statutory and regulatory requirements and controls.

Suppliers General Warranties in relation to the Services

6.2. The Supplier warrants that it shall, in supplying the Services, variously and at all times:

- (a) use the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (b) use suitably supervised, trained and experienced personnel;
- (c) ensure that the Services are free from any defects or faults in all parts, design, material and workmanship and that they will remain so for no less than the applicable Warranty Period;
- (d) be fit for Purpose (and in which respects MTBUK relies on the Supplier's skill and judgement) as well as for their normal commercial purpose;
- (e) conform / comply with all of the following: MTBUK's reasonable instructions, requirements and requests (and as they may be varied and as notified to the Supplier from time to time); the Manufacturers Guidelines to Fitting Bodies; all applicable Customer Requirements, Manufacturer Requirements and MTBUK Requirements; all applicable statutory and regulatory requirements and controls.

Project Work / Suppliers General Warranties in relation to the Completed Vehicle

6.3. If the Contract provides or requires that the Supplier produce a Completed Vehicle, the Supplier warrants, as an additional and separate warranty and obligation, that the Completed Vehicle shall, from delivery of physical possession to MTBUK, variously:

- (a) be of satisfactory quality (including within the meaning of the Sale of Goods Act 1979, as amended);
- (b) be free from any defects or faults in all parts, design, materials and workmanship and that they will remain so for no less than the applicable Warranty Period;
- (c) be fit for Purpose (and in which respects MTBUK relies on the Supplier's skill and judgement) as well as for its normal commercial purpose;
- (d) conform / comply with all of the following: MTBUK's previous instructions, requirements and requests; the Manufacturers Guidelines to Fitting Bodies; all applicable Customer Requirements, Manufacturer Requirements and MTBUK Requirements; all applicable statutory and regulatory requirements and controls.

Suppliers Specific Warranties

6.4. The Supplier further warrants, and as an additional and separate warranty and obligation, that during the applicable Warranty Period:

- (a) all of the Parts and / or Services (and / or, if applicable, the Completed Vehicle) will fully comply with all of the provisions of the Specific Warranties;
- (b) the Supplier will otherwise support the General Warranties and Specific Warranties by fully, expeditiously, competently and promptly complying with all of its indemnity, replacement, repair, maintenance and other obligations in relation thereto at all times.

6.5. For the avoidance of any doubt, none of the General or Specific Warranties given by the Supplier under the provisions of this clause shall be taken to have been given in relation to the construction or quality of the Chassis and which, save as may otherwise appear in the Contract, remains the sole responsibility of MTBUK.

6.6. Where the Suppliers Specific Warranties are silent regarding, conflict with, purport to vary or are otherwise inconsistent in relation to any matter set out in these General Terms and Conditions, these General Terms and Conditions and any applicable special terms and conditions set out in the applicable Purchase Order will apply.

7. REJECTION / REPAIR OF THE PARTS AND / OR SERVICES (AND / OR COMPLETED VEHICLE):

7.1. MTBUK may, at any time within the applicable Warranty Period, reject any of the Parts and / or Services and / or the Completed Vehicle, if required to be produced by the Supplier (and as the circumstances may permit or require) if any of them individually or collectively:

(a) contain, comprise or manifest (or produce in the Completed Vehicle) any Material Defect at any time within the applicable Warranty Period;

(b) fail to conform or comply with the requirements of any of the General Warranties or Specific Warranties given under clauses 6.1 to 6.4 inclusive hereof.

7.2. In the event that MTBUK rejects any of the Parts and / or Services (and / or the Completed Vehicle, if required to be produced by the Supplier) under the provisions of the previous paragraph the Supplier will refund the Price (if already paid), and / or all and any other sums paid by MTBUK in relation thereto, within five Business Days of MTBUK requiring the Supplier to do so.

7.3. If MTBUK rejects any of the Parts and / or Services (and / or the Completed Vehicle, if required to be produced by the Supplier) under any of the provisions of clause 7.1 or by reason or consequence of any other defect or fault or any Supplier Default, MTBUK may (without prejudice to any other rights or remedies it may have under the terms of the Contract or otherwise in law and in any event subject to MTBUK's sole discretion and election in relation thereto) at any time within the applicable Warranty Period, require the Supplier to and the Supplier shall in that event (within five Business Days of such requirement and free of any additional charge to MTBUK) repair, replace and / or otherwise rectify the effects of any such defect or fault and otherwise remedy any such Supplier Default (and as the case may be) and in all cases as MTBUK may require or direct.

7.4. MTBUK shall permit (if the Supplier so requests by Notice within five Business Days of any rejection by MTBUK under the earlier provisions of this clause) and give reasonable assistance to the Supplier to allow it to examine and to perform such investigations or tests on the Services and/ or Parts (or Completed Vehicle, if applicable) which are alleged to be defective or faulty, as may be reasonably required or necessary for the purposes of determining the cause of the alleged defect or fault. The Supplier will provide MTBUK with full written details of such investigations or tests as are carried out under this clause, as well as their findings and conclusions in relation thereto, within five Business Days of the date of any request being made for the same by MTBUK.

7.5. Any such repair, replacement or rectification works or services which are carried out and any replacement Parts (or other parts or materials utilised in the course of such repairs etc) and / or Services shall be subject to the General Warranties and Specific Warranties for the remainder of the applicable Warranty Period.

7.6. In the event that the Supplier fails or neglects to perform, or inadequately performs, any of its obligations under this clause within five Business Days of MTBUK requiring them to do so, MTBUK may (without prejudice to any other rights or remedies it may have under the terms of the Contract or otherwise in law) purchase substitute /alternative or replacement Parts and / or Services (or other or similar parts, materials or services) from a third- party supplier, including any member of the Network. In that event, MTBUK shall be entitled to render an invoice to the Supplier for the full amount of the costs and expenses which MTBUK may suffer or incur in relation to same and the Supplier will pay such invoice, in full and without deduction or set off, within five Business Days of the delivery of the said invoice.

8. FURTHER ASSURANCES BY SUPPLIER IN RELATION TO WARRANTY CLAIMS:

The Supplier recognises and agrees that time is of the essence as to the resolution, by the Supplier, of all claims under clauses 6 and 7 hereof. The Supplier undertakes and agrees that it will at all times:

(a) co-operate with MTBUK regarding and otherwise use its best endeavours to fully, expeditiously, competently and promptly resolve all such claims in any event within five Business Days of being required to do so by MTBUK;

(b) indemnify MTBUK in full, and on demand, for the value of any such claim.

9. RETENTION OF TITLE BY MTBUK:

9.1. The Chassis shall at all times remain the property of MTBUK.

9.2. The Supplier shall have no right, title or interest in or to the Chassis save (subject to clause 9.3. hereof) as to a temporary right of access to the same for the purposes of performing its obligations and responsibilities under the Project.

9.3. In the event that MTBUK delivers the Chassis to the Supplier for any reason or purpose the Supplier undertakes to:

(a) hold the Chassis on a fiduciary basis as MTBUK's bailee;

(b) store the Chassis separately from all other property held by the Supplier (and so that it, and all its component parts, remains separately identifiable as MTBUK's property);

(c) not remove, deface or obscure any identifying mark, including any MAN logo, on or relating to the Chassis;

(d) maintain the Chassis in good and satisfactory condition and in full and proper working order and repair;

(e) give immediate written Notice to MTBUK in the event that the Supplier is subject to or otherwise suffers an Insolvency Event;

(f) give MTBUK such information relating to the condition and whereabouts of the Chassis as MTBUK may require from time to time;

(g) not release or otherwise part with, permit or otherwise suffer any loss of possession of the Chassis to any third party without obtaining MTBUK's prior written consent;

(h) return, at their own cost and expense, all Removed Items, which are not required to be retained by the Supplier for reincorporation in to the Vehicle, to MTBUK, within five Business Days of their removal;

(i) allow MTBUK access to and to physically inspect all of the Chassis, Parts, Services, and / or Work in Progress (and / or the Completed Vehicle, and as the case may be) at any time and for any reason.

9.4. Without prejudice to any of the earlier provisions of this clause, and including within the context of Project Work, the Supplier also undertakes to perform the Services on the Chassis and to hold all of the Parts, Work in Progress and the Completed Vehicle (and as the case may be) on a fiduciary basis as MTBUK's bailee.

9.5. If at any time MTBUK has any reasonable cause to believe or suspect (including as a consequence of any Insolvency Event or anything said or done or by or any act or omission of the Supplier or any Supplier Agent) that the Supplier may not be able to or might otherwise fail to comply with any of its obligations or responsibilities to MTBUK under the Contract, or that as a consequence MTBUK is in actual, threatened or likely breach of any material obligation or responsibility under the Customer Agreement or otherwise exposed to any substantial or unnecessary commercial risk, then MTBUK may, at any time and without limiting any other of its rights or remedies, require the Supplier to deliver up possession of all and any of the Chassis, Parts, Work in Progress and / or the Completed Vehicle (and as the case may be) and, if the Supplier fails to do so promptly, MTBUK may (and the Supplier irrevocably agrees to procure that MTBUK may) by itself or by any MTBUK Representative, enter any premises of the Supplier or of any third party where any of the same are held in order to take possession of them.

10. RISK AND INSURANCE:

10.1. The risk of loss, theft, damage or destruction of or to the Chassis and / or all and any other Insurable Items shall pass to the Supplier on any delivery of physical possession of any of the same to the Supplier and shall thereafter remain at the sole risk of the Supplier until such time as the Supplier has returned it and / or them (and as the case may be) to the physical possession of MTBUK.

10.2. In the event that MTBUK delivers the Chassis and / or any other Insurable Items to the Supplier for any reason, and until such time as the Supplier has returned them to the physical possession of MTBUK, the Supplier undertakes to and shall, at its own cost and expense:

(a) keep the Chassis and / or all other Insurable Items insured on MTBUK's behalf under a policy of insurance with an insurer that is acceptable to MTBUK comprehensively against all risks of loss, damage or destruction including by fire, theft or accident (and in relation to such other risks as MTBUK may from time to time consider reasonably required or necessary and notify to the Supplier in writing) and for no less than the aggregate of the full retail value of the Chassis and for the full replacement value of all other Insurable Items;

(b) pay to the insurer any premiums required to maintain the said policy of insurance (and in the event that the Supplier fails to pay and MTBUK pays such premiums to the insurer on the Supplier's behalf to pay the same to MTBUK forthwith on demand being made by MTBUK);

(c) ensure that such insurance policy be endorsed to name MTBUK as a loss payee in relation to any claim relating to the Chassis and all other Insurable Items;

(d) pay any deductibles due on any claims under such insurance policy;

(e) provide MTBUK with at least thirty Business Days' prior Notice of any intended cancellation or material change (including any reduction in coverage or policy amount) in the applicable insurance policy;

(f) not do or permit to be done anything which could invalidate the said insurance policy.

10.3. From the date of commencement of the Contract and throughout the applicable Warranty Period the Supplier shall maintain in force the following insurance policies with an insurer that is acceptable to MTBUK:

(a) public liability insurance for not less than five million pounds sterling per claim; and

(b) product liability insurance for not less than five million pounds sterling for claims arising from any single event and not less than ten million pounds sterling in aggregate for all claims arising in any year.

10.4. In relation to all of the insurance policies referred to in this clause, the Supplier shall:

(a) on demand, supply MTBUK with true and complete copies of the relevant insurance policy documents and of such other documents as MTBUK may require to evidence the implementation and maintenance of the said insurance

policy, the noting of MTBUK's interests thereon, and the payment of the premiums;

(b) give immediate Notice (including full written particulars of all relevant facts, details, events and circumstances) to MTBUK in the event of any loss, accident or damage occurring in relation to the Chassis and / or any other Insurable items, and whether arising out of or in connection with the Supplier's or any third party's custody, possession, power or control or use or operation thereof or otherwise howsoever.

11. NO EXCLUSION OR LIMITATION OF LIABILITY FOR DEATH /

PERSONAL INJURY / FRAUD OR MISREPRESENTATION ETC: Nothing in the Contract shall exclude or in any way limit either Party's liability for death or personal injury caused by its own negligence or, in the case of MTBUK, any MTBUK Representative or, in the case of the Supplier, any Supplier Agent (as applicable); or for fraud or fraudulent misrepresentation; or for any other liability which cannot be excluded by law.

12. SUPPLIERS INDEMNITY IN RELATION TO THIRD PARTY CLAIMS: The Supplier shall indemnify MTBUK against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and all legal and other professional costs and expenses on an indemnity basis) suffered or incurred by MTBUK arising out of or otherwise in connection with any claim made by any third-party (including the Customer) against MTBUK in relation to any of the following:

(a) for actual or alleged infringement of any third party's Intellectual Property Rights arising out of or in connection with the provision of the Parts and / or Services (or, if applicable, otherwise in connection with the production of the Completed Vehicle) to the extent that any such infringement is attributable to the acts or omissions of the Supplier or any Supplier Agent or any of its or their suppliers;

(b) for death, personal injury or damage to property arising out of, or in connection with the provision or supply of faulty or defective Parts and / or Services (or, if applicable, of a faulty or defective Completed Vehicle or the provision of any other goods, or works or services used in or otherwise utilised in connection with its production) to the extent that any such fault or defect is attributable to the acts or omissions of the Supplier or any Supplier Agent or any of its or their suppliers;

(c) for breach of any contract (including the Customer Agreement) or the commission of any tort (including negligence or breach of statutory duty and howsoever arising) to the extent that any such breach or the commission of a tort is attributable to the acts or omissions of the Supplier or any Supplier Agent or any of its or their suppliers.

13. TOTAL LOSS EVENT: The Supplier shall notify MTBUK (initially, both by telephone call and email to MTBUK's Contract Manager) forthwith upon the occurrence of any Total Loss Event and further by way of Notice (which shall include full written particulars of all relevant facts, details, events and circumstances) to MTBUK within five Business Days of such occurrence. If a Total Loss Event occurs the Supplier shall pay to MTBUK the Total Loss Amount, within ten Business Days of demand being made for payment of the same by MTBUK.

14. TERMINATION OF CONTRACT BY MTBUK FOR MATERIAL BREACH & / OR INSOLVENCY EVENT:

14.1. MTBUK may, without prejudice to any other right or remedy which may be available to it, 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 irreparable; commits a material breach of the Contract which breach, if remediable, is not remedied within five Business Days of written demand being made for the same by MTBUK; is subject to an Insolvency Event.

14.2. A breach by the Supplier of any of its obligations under any of the clauses herein which relate to the Supplier's General Obligations, Delivery of Parts (and / or Completed Vehicle) and / or Completion of the Services, General Warranties , Specific Warranties, Further Assurances in relation to Warranty Claims, Rejection / Repair of the Parts and / or Services (and / or Completed Vehicle) , Risk & Insurance, Assignment and Subcontracting and Ethical Trading / Anti-Bribery Undertakings shall be deemed to be a material breach of the Contract entitling MTBUK to terminate the same without any liability to the Supplier whether under the Contract or otherwise howsoever.

14.3. Without prejudice to any other rights or remedies that MTBUK may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the Contract by the Supplier and that, accordingly, MTBUK shall be entitled, without proof of special damages, to the remedies of injunction, specific performance, delivery up or other equitable relief for any threatened or actual breach of the terms of the Contract.

15. TERMINATION OF CONTRACT BY MTBUK FOR OTHER BREACH OR CAUSE: Without limiting any of its other rights or remedies, and whether under the Contract or by law, MTBUK may terminate the Contract:

(a) in respect of the supply of Parts with immediate effect, and at any time before delivery, by giving Notice to the Supplier. (In that event, the Parties will negotiate in good faith with a view to both determining and reaching an agreement as to the

amount, if any, that should be paid by and between the Parties by way of fair and reasonable compensation at the point of termination. However, the Parties agree that no such compensation shall be payable to the Supplier, whether under the provisions of this clause or otherwise howsoever, in respect of any of the following: the supply of any Parts which comprise Ancillary Equipment or Bodywork or other items, goods, parts or materials which were or are otherwise and normally held by the Supplier as 'stock'; any loss of anticipated profits or any consequential loss. Each Party will promptly comply with all reasonable requests for information, detail or documents which are made by the other Party to enable them to reach an informed conclusion as to the amount, if any, that should be paid under the provisions of this paragraph.);

(b) in respect of the supply of Services, including any which are intended to produce a Completed vehicle within the context of Project Work by giving twenty Business Days Notice to the Supplier. (In that event, the Parties will negotiate in good faith with a view to both determining and reaching an agreement as to the amount, if any, that should be paid by and between the Parties by way of fair and reasonable compensation at the point of termination. However, the Parties agree that no such compensation shall be payable to the Supplier, whether under the provisions of this clause or otherwise howsoever, in respect of any of the following: the supply of any Services which have not been commenced on the date that Notice is delivered to the Supplier; any loss of anticipated profits or any consequential loss. Each Party will promptly comply with all reasonable requests for information, detail or documents which are made by the other Party to enable them to reach an informed conclusion as to the amount, if any, that should be paid under the provisions of this paragraph.);

(c) if there is a Change of Control in relation to the Supplier;

(d) if a Total Loss Event occurs;

(e) MTBUK has any reasonable cause to believe or suspect (including as a consequence of any Supplier Default or anything said or done or any act or omission by the Supplier or any Supplier Agent) that the Supplier may not be able to or might otherwise fail to comply with any of its responsibilities or obligations under the Contract ('Anticipatory Breach'), or may not be able to pay its debts as and when they fall due for payment; or if

(f) the Supplier is in any repeated or ongoing breach of any term or other requirement or obligation of the Contract which is not remedied within five Business Days of written demand being made for the same by MTBUK; or if

(g) MTBUK is, by reason of any repeated or ongoing breach of any term or other requirement or obligation of the Contract or of any Anticipatory Breach by the Supplier or any Supplier Agent or of any Supplier Default, in actual, threatened or likely breach of any material obligation that MTBUK may have to any third party (including any of the Manufacturer, Customer and Network) or which may otherwise expose MTBUK to any substantial or unnecessary commercial risk.

16. CONSEQUENCES OF & ACTION REQUIRED AFTER TERMINATION OF CONTRACT:

16.1. On termination of the Contract for any reason the Supplier will forthwith and on demand by MTBUK:

(a) discontinue all work on and all other operations otherwise connected with the Contract and / or the Project;

(b) deliver up to MTBUK:

(i) the Chassis /Parts/ Work in Progress / Completed Vehicle (and as the case may be at the material time); and

(ii) a written report detailing the progress of and current position in relation to the performance of the Suppliers responsibilities and obligations under the Contract;

(iii) all Deliverables and MTBUK Materials.

16.2. Furthermore, and immediately following any such termination of the Contract, the Supplier's temporary right to access to (and any other right to possession of, including any right to assert a lien in relation to) any of the Chassis, Parts, Work in Progress or Completed Vehicle (and as the case may be) shall terminate whereupon MTBUK may by itself or by its authorised representatives (without notice and at the Supplier's expense) retake or otherwise recover possession of the said Chassis, Parts, Work in Progress and / or Completed Vehicle and for those purposes may (and the Supplier will procure that MTBUK and / or its authorised representatives are permitted to) enter the Workshop or any other premises or property, including any third party premises or property, at which any of the Chassis, Parts, Services, Work in Progress and / or Completed Vehicle may be located, held or are being performed and as the case may be.

16.3. Without prejudice to the Supplier's primary obligations under clause 16.1, and for a period of sixty Business Days following any such termination, the Supplier shall provide MTBUK (and also the Customer if so required by MTBUK) with all necessary assistance (to include the provision and delivery up of all information, data, specifications, plans, worksheets, records and materials) which MTBUK (or the Customer) may reasonably require or request for the purposes of enabling MTBUK to:

(a) manage the completion of the supply and delivery of the Parts and / or Services and / or the production and delivery of the Completed Vehicle on time to

the Customer and otherwise in accordance with the Customer Agreement; and to otherwise

(b) effect an efficient, orderly and timely transfer, with minimum disruption and cost caused to MTBUK or the Customer, of the completion of the Supplier's obligations and responsibilities under the Contract, and of any of MTBUK's obligations and responsibilities under the Customer Agreement, by any third party supplier as MTBUK (or the Customer) may nominate.

16.4. Provided always that the Supplier firstly complies with all of its other obligations under clauses 16.1 to 16.3 inclusive, the Parties will also negotiate in good faith with a view to both determining and reaching an agreement as to the amount, if any, that should be paid by and between the Parties by way of fair and reasonable compensation at the point of termination. For the avoidance of doubt, no such compensation shall be payable to the Supplier, whether under the provisions of this clause or otherwise howsoever, in respect of any of the following: any termination of the supply of Parts which comprise Ancillary Equipment or Bodywork or other items, goods, parts or materials which were or are otherwise and normally held by the Supplier as 'stock'; any termination of the supply of any Services which have not been commenced on the date of termination and / or where the Supplier has not actively and diligently sought to mitigate its losses; any loss of anticipated profits or any consequential loss. Each Party will promptly comply with all reasonable requests for information, detail or documents which are made by the other Party to enable them to reach an informed conclusion as to the amount, if any, that should be paid under the provisions of this paragraph.

17. THE REGULATIONS: 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, contractors or suppliers of the Supplier. 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, contractors or suppliers of the Supplier to MTBUK and / or any subsequent termination of the employment (or other engagement) of any of the same.

18. ASSIGNMENT AND SUBCONTRACTING: MTBUK may at any time assign, transfer, charge, delegate, subcontract or otherwise deal in any other manner with any or all of its rights or obligations under the Contract. The Supplier may not assign, transfer, charge, delegate, subcontract or otherwise deal in any other manner with any or all of its rights or obligations under the Contract without MTBUK's prior written consent and, in that event, strictly subject to any terms and conditions as MTBUK may reasonably require or impose in relation thereto.

19. CHANGE MANAGEMENT:

19.1. At the commencement of the Contract each Party will appoint and notify the other Party of the name and contact details of their respective Contract Manager. The said Contract Managers shall liaise and discuss the progress of, and any other matters relating to the Suppliers performance of its obligations and responsibilities under, the Contract, as and when circumstances may require.

19.2. 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 form.

19.3. If MTBUK (or the Customer, through MTBUK) requests any such change the Supplier shall, promptly (and in any event no later than within five Business Days of MTBUK's request and without further charge to MTBUK) provide a written estimate to MTBUK of the likely time required to implement the change; any necessary variations to the Price as a result of the change; the likely effect, if any, of the change on any applicable delivery date, completion or any other material date or timescale; any other impact of the requested change on the terms or conditions of the Contract and the Customer Agreement.

19.4. The Supplier shall use its best endeavours to respond constructively and positively to all RFC's made by MTBUK and will not unreasonably refuse to agree to or otherwise decline to implement any of the same at any time.

19.5. MTBUK shall be under no obligation to agree to any part of any RFC which, in MTBUK's opinion, will or is likely to result in a substantial or material increase in the Price or the time engaged in or the cost of performing any aspect of the Contract; or if the Supplier will not agree to indemnify MTBUK, on terms acceptable to MTBUK, in relation to any losses, damages, costs or expenses or any liabilities which are likely to be incurred by MTBUK in implementing or performing or otherwise as a consequence of any part of the applicable RFC, including any that may be required to be paid by MTBUK (or which may conflict with any of MTBUK's obligations or responsibilities) to any third party (including the Manufacturer, Customer and any member of the Network) or which may oblige MTBUK to undertake any substantial or unnecessary commercial risk, including within the scope and performance of the Customer Agreement.

19.6. Any such agreement reached by the Parties in relation to the applicable RFC, and all applicable terms and conditions, must be recorded in writing in the same RFC form and be 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 shall be deemed to vary, and to be incorporated into, the Contract without further notice or formality.

19.7. 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.

19.8. 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 the scope or performance, and / or which do not materially alter any of the key terms, of the Contract (and which do not materially alter any of the Customers reasonable expectations under the Customer Agreement) on whatever basis and understandings as may be agreed between, and as are agreed in writing (including by email) by, properly authorised representatives of both of them.

20. CONFIDENTIALITY:

20.1. Neither Party shall at any time, without the prior written consent of the other Party, use or disclose to any third party (other than to the Manufacturer, or, and as the case may be, any MTBUK Representative or Supplier Agent who need to know the same for the purposes of the Project) any information of the other Party which is identified as confidential, or which is confidential by its nature. In the case of MTBUK all of its technical or commercial know-how, costs, costings, pricing initiatives or information, specifications, innovations, inventions or processes, and any relating to or deriving from any of its Intellectual Property Rights is hereby identified as confidential for the purposes of this clause.

20.2. The Supplier shall put in place and maintain appropriate technical, organisational and security measures to safeguard such information of MTBUK which is identified as confidential or which is confidential by its nature against unauthorised or unlawful use, processing or disclosure (and against any accidental loss or destruction of or damage to any of the same) and whether by itself or any Supplier Agent or otherwise howsoever.

20.3. The Supplier shall return to MTBUK all of MTBUK's confidential information coming in to the possession of the Supplier (and any Supplier Agent) forthwith upon demand being made by MTBUK upon completion of the Project or upon any earlier termination of the Contract.

21. ENTIRE AGREEMENT: The terms and conditions of the Contract shall constitute the whole agreement between the Parties and supersede all previous agreements between the Parties relating to its subject matter. Each Party acknowledges and agrees that:

(a) in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently or orally or in writing or otherwise howsoever) which is not expressly set out in the Contract;

(b) all liability for and any remedies in respect of any statement, representation, assurance or warranty which is not expressly set out in the Contract are excluded.

22. ETHICAL TRADING / ANTI-BRIBERY UNDERTAKINGS:

22.1. The Supplier shall variously and at all times:

(a) comply with all 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 but not limited to, adequate procedures under the Bribery Act 2010) to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate;

(c) immediately notify MTBUK if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract; and (d) ensure that all persons associated with the Supplier, or other persons who are performing services or providing goods in connection with the Contract, shall comply with this clause.

22.2. For the purpose of this clause:

(a) the meaning of 'adequate procedures' and 'foreign public official' and the issue of 'whether a person is associated with another person' shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and sections 6(5), 6(6) and 8 of that Act respectively; and

(b) a person associated with the Supplier includes, but is not limited to, any supplier of the Supplier.

22.3. If the Supplier engages any third parties to fulfil its duties (and whether or not it is permitted to do so under the terms of the Contract), it undertakes to:

(a) ensure that those third parties fully comply with all Relevant Policies and Relevant Requirements; and

(b) issue them with a copy of the MAN 'Code of Conduct for Suppliers & Business Partners' and to ensure that such third parties fully comply with it.

22.4. The Customer will permit MTBUK to audit the Supplier's compliance with the provisions of this clause at any time (including after the Contract has been completed), and will provide MTBUK with all such information, data, documentation, assistance and other facilities as MTBUK may reasonably require to enable MTBUK to carry out such audit.

22.5. Moreover if the contractual relationship with the Supplier or a business dealing in connection with the Supplier's work becomes the object of an official inquiry or a preliminary investigation, the Supplier will, at MTBUK's request, provide a person named by MTBUK and bound to secrecy under the law of his / her profession with all information relevant for the investigation or the inquiry. The Supplier will provide access to all documents and records which are of importance in connection with the investigation of the official inquiry. The person appointed by MTBUK is authorized to disclose to MTBUK any information, documents, and records relating to the investigation or inquiry that may be relevant for an assessment of the Supplier's reliability with regards to the contractual relationship. MTBUK and the person appointed shall take account of the corresponding data protection provisions.

22.6. Any failure to comply with or other breach of the terms of this clause (including the Relevant Policies and the Relevant Requirements) shall be deemed to be a breach of a material term of the Contract entitling MTBUK to terminate the same without any liability to the Supplier whether under the Contract or otherwise howsoever.

23. FORCE MAJEURE:

23.1. Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond the reasonable control of the affected Party ('Force Majeure Event'). In the case of the Supplier in such circumstances (and provided always that the Supplier has taken reasonable steps to avoid the event or the impact of its consequences) the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed provided that if the period of delay or non-performance continues for more than 30 days MTBUK may terminate the Contract by giving five Business Days Notice to the Supplier .

23.2. However, if any such delay or failure resulting from a Force Majeure Event causes MTBUK to be at risk of (and / or the Customer threatens or otherwise indicates that it intends to hold MTBUK liable for) any actual or anticipatory breach of a material term of the Customer Agreement, MTBUK may terminate the Contract with the Supplier immediately upon the giving of Notice without any liability to the Supplier whatsoever.

24. INTELLECTUAL PROPERTY / MTBUK MATERIALS:

24.1. The Supplier assigns to MTBUK, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Products and the Deliverables.

24.2. The Supplier shall obtain waivers of all moral rights in the Products, and the Deliverables, 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.

24.3. The Supplier shall, promptly at MTBUK's request, do (and / 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.

24.4. All MTBUK Materials are and shall at all times remain the exclusive property of MTBUK and the Supplier shall hold them strictly to the order of and return them to MTBUK on demand.

25. **NOTICES:** Any Notice under the Contract, shall be given in writing, written in English, and 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 salesadminuk@man.eu and in the case of the Customer to its last known email address). Any Notice or other 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. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

26. **SEVERANCE:** If any Court or Tribunal of competent authority finds any provision of the Contract (or part of any such provision) to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions

of the Contract shall not be affected. If any such invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted under the preceding sentence the provision shall continue to apply with the minimum modification necessary to make it legal, valid and enforceable.

27. **SURVIVAL OF OBLIGATIONS ON TERMINATION OF CONTRACT:** Save as appears otherwise in the Contract, any termination or expiry thereof (and however and whenever caused or arising) shall be without prejudice to any of the other rights and obligations of the Parties accrued up to the date of termination or expiry and whether under the Contract, in law or otherwise howsoever.

28. **THIRD PARTIES:** Any party 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. For the avoidance of doubt neither the Customer nor any member of the Network is a Party to the Contract and neither is the Manufacturer.

29. **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 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). All of MTBUK's rights and remedies arising under the Contract are cumulative and do not exclude , or effect any waiver of any of, its rights provided by law.

30. **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

• **Ancillary Equipment:** all and any appliance, equipment , device or machine (including any tyres, materials , computers and any other electronic instruments, tools, tail lift, crane, drawbar coupling device, ramp, chair-lift, hydraulic pumping equipment, tipping system, skip loader, moving floor, wet kit, fridge, heating, air-conditioning, temperature control equipment, weighing equipment, power take off, mixer or tank) which is to be manufactured , procured or supplied and / or attached, affixed, applied to or otherwise incorporated within the Chassis and / or to the Bodywork by the Supplier, including as part of any Services to be provided by it under the Contract and including any which are expressly set out in the Purchase Order.

• **Bodywork:** all and any vehicle body or bodywork or similar form of coachwork , construction , fitting, fixing , fixture, framework , housing or other structure (including , any casing, curtain, frame , housing panel, siding, shutter, and whether fixed and permanent , solid, temporary or removable) which is to be manufactured , procured or supplied and / or attached, affixed, applied to or otherwise incorporated within the Chassis or to any Ancillary Equipment by the Supplier including as part of any Services to be provided by it under the Contract and including any which are expressly set out in the Purchase Order.

• **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

• **Change of Control:** as defined by section 416 of the Income and Corporation Taxes Act 1988.

• **Chassis:** the MAN chassis and applicable drivers cab (and all of its component parts) which may be delivered to the Supplier for the purposes of the Project.

• **Completed Vehicle :** shall mean a Vehicle which has all the qualities and attributes of a completed, properly and competently fitted and engineered , fully functioning and operational vehicle (comprising the Chassis with all applicable Parts satisfactorily attached or affixed thereto) which is fit for the Purpose and for its normal commercial purpose and which also and variously conforms and complies with all the requirements of the Contract (including all applicable Customer Requirements, Manufacturer Requirements , MTBUK Requirements and statutory and regulatory requirements and controls).

• **Contract:** the contract between MTBUK and the Supplier for the supply of the Parts and / or Services (and / or, if applicable, for the production and delivery of the Completed Vehicle) made in accordance with the various terms and conditions set out in these General Terms and Conditions and in the relevant Purchase Order which is formed on the basis set out in clause 2.

• **Contract Manager:** the person appointed by the applicable Party to manage the performance of its obligations and responsibilities under the Contract (and / or Project and as the case may be).

• **Customer:** MTBUK's end user / customer to whom MTBUK intends to supply the Completed Vehicle under the Customer Agreement.

• **Customer Agreement:** the agreement between MTBUK and the Customer providing for the supply of the Completed Vehicle.

• **Customer Requirements:** the particular requirements of the Customer (including any technical requirements or instructions) regarding the Parts and / or Services (and / or, if applicable, the production of the Completed Vehicle) and as

they may have been confirmed to the Supplier prior to the creation of a Contract on the basis set out in clause 2.

- **Deliverables:** all documents, products, materials and any other items (in any form or media) developed by the Supplier or any Supplier Agent as part of or in relation to the Contract and / or the Project including without limitation any manufacturing tools or appliances, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- **Delivery Damage and Deficiency Procedures:** MTBUK's standard form delivery damage and deficiency procedures (and as they appear on the date of the Contract at www.man.eu/ddanddproceduresuk) and which the Supplier must follow if the Supplier takes delivery of physical possession of the Chassis for any reason or purpose.
- **Delivery Note:** a delivery note substantially in MTBUK's standard form.
- **General Terms and Conditions:** these General Terms and Conditions for the Supply of Vehicle Parts and / or Services, including the Schedules.
- **General Warranties:** all of the general warranties given by the Supplier in clauses 6.1, 6.2 and 6.3 of these General Terms and Conditions.
- **Guidelines to Fitting Bodies:** the Manufacturers guidelines to fitting vehicle bodies as they appear on (and by reference to the particular and applicable vehicle types and models as more particularly described in) the Manufacturers website at www.manted.de/manted/aufbaurichtlinien/gb_all.html on the date of the Contract and as they may thereafter be varied by the Manufacturer and notified to the Supplier by MTBUK or the Manufacturer from time to time.
- **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 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 or indicates that it intends 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.
- **Insurable Item(s):** all of the Chassis, Parts, Services or Work in Progress and (where the context permits and if applicable) the Completed Vehicle.
- **Intellectual Property Right(s):** 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 Chassis, 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 Manufacturers Guidelines to Fitting Bodies and also its particular requirements (including any technical requirements or instructions), if any, regarding the Parts and / or Services and / or their incorporation or attachment to the Chassis and / or within the context of the production of the Completed Vehicle and as they may have also been confirmed to the Supplier prior to the creation of a Contract on the basis set out in clause 2.
- **Material Defect:** any defect or fault in the Parts and / or Services (including in relation to their parts, design, materials and workmanship) which causes or may cause a substantial and materially adverse effect on the normal use, operation and workings of the Vehicle (including in relation to its mechanical performance and safety including road safety and in relation to any driver or passenger) and any which breaches, or which does not otherwise conform or comply with the requirements of, any applicable statutory or regulatory requirement or control.
- **MTBUK Materials:** all documents, products, items and materials and other property of MTBUK (and of MAN and any MTBUK Representative and in any form or media), including without limitation manufacturing or design tools or appliances, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts) which have come in to the custody, possession, power or control of the Supplier or any Supplier Agent.

- **MTBUK Representative:** any of MTBUK's directors, employees, servants or agents as well as any third party or member of the Network which MTBUK engages to act for and on its behalf for the purposes of the Contract.
- **MTBUK Requirements:** the particular requirements of MTBUK (including any technical requirements or instructions) regarding the Parts and / or Services (and / or, if applicable, the production of the Completed Vehicle) and as they may have been confirmed to the Supplier prior to the creation of a Contract on the basis set out in clause 2.
- **Network:** MTBUK's network of repair and maintenance operatives.
- **Notice:** any notice referred to in these General Terms and Conditions as a Notice.
- **Parts:** all and any of the goods, parts, spare parts, equipment, machinery, materials or other items (including any part of them and any Ancillary Equipment and / or Bodywork) which are to be manufactured, procured or supplied and / or incorporated into and / or otherwise used in any of the manufacture, production, sale, distribution, repair, maintenance or any other form of process, use or operation of or otherwise in relation to any commercial vehicle manufactured or sold by MAN, by the Supplier including as part of any Services to be provided by it under the Contract and including any which are expressly set out in the Purchase Order.
- **Party:** either MTBUK or the Supplier. ('Parties' shall mean both of them.)
- **Pre Delivery Inspection:** the pre-delivery inspection procedure carried out by MTBUK by reference to its standard checklist.
- **Price:** the price payable to the Supplier for the supply of the Parts and / or Services (and / or, where applicable, for the production of the Completed Vehicle) as set out in the Purchase Order.
- **Products:** The Parts and / or the Services and / or, if applicable, the Completed Vehicle and as the case may be.
- **Project:** the provision by the Supplier (for MTBUK) of the Parts and / or Services (and / or, if applicable, the production of the Completed Vehicle and as the case may be) under the Contract so as to facilitate and support the back-to-back performance of all of MTBUK's obligations and responsibilities under the Customer Agreement.
- **Project Work:** any Contract in which the Purchase Order requires that the Supplier shall provide Parts and / or Services and also to produce, or substantially produce, a Completed Vehicle.
- **Purchase Order:** MTBUK's order (containing the special terms and conditions of the Contract, including any which are set out in any documents referred to or deemed incorporated therein) for the supply of the Parts and / or Services (and / or, if applicable the production of the Completed Vehicle) as set out in MTBUK's standard form purchase order and which has been accepted by the Supplier in accordance with clause 2.4. (A 'draft Purchase Order' shall mean one that has been submitted to the Supplier for consideration by MTBUK in its standard form, but which has not yet been accepted and / or signed and delivered to MTBUK by the Supplier in accordance with clause 2.4 and subject to clause 2.5.)
- **Purpose:** the production and supply of a Completed Vehicle for the Customer in accordance with the provisions of the Customer Agreement.
- **Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- **Relevant Policies:** the 'MAN Code of Conduct for Suppliers and Business Partners' as set out at <http://contracts.man.co.uk/cofc1> as well as such other of the MAN 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 the Bribery Act 2010.
- **Removed Item(s):** all items comprising part of the Chassis, at the time of any delivery of it to the Supplier by MTBUK, which are subsequently removed from the Chassis, by the Supplier or any Supplier Agent, during the course of the Project including any tanks, wheels, exhausts and wings.
- **Schedules:** the schedules attached to these General Terms and Conditions.
- **Services:** all and any works and / or services (including without limitation any Deliverables and any vehicle body, bodybuilding, coachbuilding, design, fixing, fitting, assembly, construction and conversion works and services and any relating to any Ancillary Equipment or Bodywork and / or, if applicable, providing or required for the production of the Completed Vehicle) or any part of them which are to be performed, procured or supplied by the Supplier including as part of any Services to be provided by it under the Contract and including any which are expressly set out in the Purchase Order.
- **Specific Warranties:** all of the specific warranties (as distinct from the General Warranties) given by the Supplier (including in relation to suitability, fitness for purpose, performance, quality and warranty periods and claims) to MTBUK and / or the Customer in relation to the Products (including all those given in relation to any replacement, repair or maintenance thereof) prior to, and / or including for the purposes of, the creation of a Contract on the basis set out in clause 2.
- **Specification:** any technical data, configuration or other specification for the Chassis which is set out by MTBUK in the Purchase Order.

- **Supplier:** the Party who agrees to supply any of the Products to MTBUK subject to the terms and conditions of the Contract.
- **Supplier Agent:** any of the Suppliers directors, employees, servants or agents or any Supplier or other third party that it engages.
- **Supplier Default:** any act or omission or failure by the Supplier or any Supplier Agent to perform any relevant obligation or responsibility under the Contract.
- **Total Loss Amount:** the aggregate of: (a) the full retail value of the Chassis; (b) the full replacement value of all other Insurable Items; and (c) such other sum as properly and adequately indemnifies MTBUK against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and all legal and other professional costs and expenses on an indemnity basis) claimed against or suffered or incurred by MTBUK (including any which MTBUK may be liable to pay to any third party, including the Customer or the Manufacturer) in connection with, by reason of or otherwise as a consequence of the applicable Total Loss Event.
- **Total Loss Event:** any event which occurs in relation to the Chassis or any other Insurable Item when any of the same is, or appears in MTBUK's reasonable opinion to be, lost, damaged, destroyed, stolen, seized or confiscated or when the Chassis and / or the Completed Vehicle, and as the case may be, is, in the reasonable opinion of MTBUK's insurer(s), damaged beyond reasonable repair.
- **Vehicle:** the vehicle which is to be supplied by MTBUK to the Customer under the Customer Agreement.
- **Warranty Period:** the period of 60 months commencing on the date of delivery of physical possession of the Parts and / or, if applicable, the Completed Vehicle and / or on the date of completion of the Services (and as the case may be) or for such other period(s) as may have been agreed between the Parties in relation thereto and, in that event, which is / are also expressly set out in the Purchase Order.
- **Work in Progress:** all the physical end product of all of the Services (including and in relation to the Parts) and which is in the custody, possession, power or control of the Supplier at the material time.
- **Workshop:** the Supplier's workshop/address, as it appears in the Purchase Order, at which any of the Chassis / Parts/Work in Progress / Completed Vehicle are intended to be held and / or at which the Services are intended to be performed.

SCHEDULE 1 (CONTINUED) - RULES OF INTERPRETATION

- (a) the Background and the Schedules form 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 includes the Background and the Schedules;
- (b) clause and paragraph headings are indicative of their subject matter but shall not otherwise affect the interpretation of these General Terms and Conditions;
- (c) references to clauses and schedules are to the relevant clauses and schedules of these General Terms and Conditions;
- (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) 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;
- (g) all references to 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;
- (h) any obligation in these General Terms and Conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.

SCHEDULE 2 – PROJECT WORK

In any Contract for Project Work the following terms and conditions shall also apply:

A. BACKGROUND

The background / common knowledge, understanding and expectation between the Parties is as follows:

- i. MTBUK are importers of high end commercial vehicle Chassis from the Manufacturer;
- ii. The Supplier specialises in the provision of services and / or the manufacture or supply of goods, parts or materials of the type required by MTBUK to support the provision of a 'One Stop - Chassis to Completed Vehicle' conversion service to its customers;
- iii. MTBUK proposes to enter into an agreement with the Customer providing for the supply of a Completed Vehicle;

- iv. The Supplier agrees to facilitate and support the back-to-back performance of MTBUK's obligations and responsibilities under the proposed agreement with the Customer;
- v. MTBUK will provide the Chassis and the Supplier will supply the Services and / or Parts (and as the case may be) and produce and deliver the Completed Vehicle to MTBUK, subject to the terms and conditions set out in these General Terms and Conditions and the Purchase Order (including any which are set out in any documents referred to and / or deemed incorporated therein).

B. CONTRACT FORMULATION

- i. Prior to the formation of Contract for Project Work between the MTBUK and the Supplier, MTBUK will respond to all reasonable requests for information made by the Supplier to enable it to make informed decisions in relation to, and the Supplier shall be deemed, for the purposes of the Contract, to have full notice of all of MTBUK's obligations and responsibilities under, any proposed Customer Agreement.
- ii. The Supplier recognises and agrees that the 'Multi-Build / Multi-Party' nature of the Customer Agreement generally requires that MTBUK procure that all service providers (including the Supplier and any third-parties) contract with MTBUK on the same or similar standard terms and conditions and in a uniform, and carefully timed, manner.
- iii. Upon receipt of a draft Purchase Order from and prior to its signature and return to MTBUK, the Supplier shall variously and promptly:
 - (a) liaise with the Customer to discuss and verify the Customer Requirements (and in which respects MTBUK relies on the Supplier's skill and judgement); and having done so
 - (b) confirm to MTBUK whether or not it will provide the Parts and / or Services and produce the Completed Vehicle referred to therein; and, if it will do so, also
 - (c) deliver to MTBUK written confirmation of the Specific Warranties which the Supplier will provide in relation thereto;
 - (d) liaise with MTBUK so as to discuss and reach agreement in relation to the final form and content of the Purchase Order prior to its signature and return.
- iv. The Supplier acknowledges and agrees that if the Parties reach agreement in relation to the final form and content of the Purchase Order, MTBUK may enter in to a formal Customer Agreement in which event:
 - (a) the General Warranties and Specific Warranties referred to in these General Terms and Conditions may be substantially incorporated within the Customer Agreement; and
 - (b) MTBUK may assign and / or otherwise pass on the benefits of all of the General Warranties and Specific Warranties to the Customer at any time and without further notice or formality.