

General Terms and Conditions of Purchase of MAN Components s.r.o.

(Status as of 01.02.2026)

1. Introduction

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") are terms and conditions in accordance with Section 273 of Act No. 513/1991 Coll. Commercial Code, as amended.
- 1.2 Unless otherwise agreed, contractual relationships between the supplier of goods (hereinafter referred to as "goods") or the service provider (hereinafter referred to as "services") on the one hand (hereinafter referred to as "Supplier") and MAN Components s.r.o., with its registered office at Partizánska 916, 957 01 Bánovce nad Bebravou, Slovak Republic, Company ID No.: 36 348 783 (hereinafter referred to as "MAN") on the other hand (the Supplier and MAN hereinafter collectively referred to as the "Parties") VNP valid at the time of conclusion of the contract, as well as the principles of the Code of Conduct for Suppliers and Business Partners of MAN (hereinafter referred to as *the Code of Conduct*)¹, compliance regulations and special internal documents specific to the procurement of individual goods and services (e.g. *Code of Conduct for the Provision of Advertising and Communication Services*), which form an integral part of these GTC.
- 1.3 The application of the supplier's terms and conditions is excluded unless the parties agree otherwise in writing in each individual case.

2. Order and conclusion of the contract

- 2.1 The contract between MAN and the supplier shall come into effect (i) upon signature of the contract by the authorised representatives of the parties, or (ii) by MAN issuing a written order based on the supplier's offer in accordance with MAN's procurement documents (hereinafter referred to as the "order") and the supplier's unconditional written acceptance of the order (hereinafter referred to as *the order confirmation*). The deadline for the supplier to confirm the order is 7 (seven) days from receipt of the order. For the purposes of establishing a contractual relationship, the written form is also preserved in the case of sending the order in electronic form in pdf format by e-mail, by a person authorised to act on behalf of MAN in accordance with the entry in the relevant commercial register, or by an employee of the MAN purchasing department, even without a handwritten signature. The supplier is obliged to confirm the order within the above-mentioned period by sending a signed and stamped order in PDF format by e-mail.
- 2.2 If the order confirmation or the actual performance provided by the supplier deviates from the wording of the order, MAN shall only be bound to the supplier if it has agreed to such deviation from the order in writing. Acceptance of the delivery or part thereof, or payment of the price or part thereof, shall not be deemed to constitute approval of any deviation from the content of the order.
- 2.3 Upon receipt of a request to submit a quotation or order, the supplier is obliged to check the accuracy and completeness of the information contained therein. The supplier must immediately notify MAN of any discrepancies, ambiguities or omissions that can be identified with the exercise of due care in preparing the quotation and calculating the price.

3. Delivery of goods and provision of services

- 3.1 Performance shall be deemed to have been provided properly and on time if the goods are delivered in the quantity, quality and design and at the time and place specified in the order. In the case of delivery of goods involving manufacture or assembly, as well as in the case of provision of services, the decisive time and place of performance shall be the place and time of acceptance by MAN.

- 3.2 The supplier is obliged to inform MAN of any possible delay in the delivery of goods or provision of services immediately after becoming aware of it.
- 3.3 In the event of failure to meet delivery deadlines, MAN shall be entitled to demand delivery even after the agreed deadline and, at the same time, compensation for damages caused by the delayed delivery or compensation for damages due to non-delivery, or to withdraw from the contract. Other claims by MAN shall remain unaffected.
- 3.4 In the event of strikes, lockouts, operational disruptions or circumstances for which MAN is not responsible and which have or may have an impact on MAN's interest in the supplier's performance, MAN shall be entitled to withdraw from the contract in whole or in part or to demand delivery at a later date.
- 3.5 In the event of defective performance, MAN shall be entitled to withhold payment of the price until proper performance has been provided. The supplier shall provide assembly and operating instructions in Slovak without being requested to do so. Upon request, the supplier shall also provide, free of charge and without delay, any documents necessary for the maintenance and repair of the subject matter of performance.
- 3.6 The supplier is obliged to train MAN employees if the parties have agreed on this or if employee training was part of the order, whereby the training must be conducted in the Slovak language. In case of doubt, it is assumed that the remuneration for training is included in the price.
- 3.7 At MAN's request, the supplier is obliged to notify MAN of third parties from whom it procures goods, materials, raw materials and other items necessary for its production for MAN, for quality assurance reasons. MAN is entitled, in justified cases, to request the replacement of third parties after the expiry of the period granted to the supplier to remedy the deficiencies.

Production of goods on the basis of an order

- 3.8 If the supplier manufactures goods ordered by MAN (on the basis of an order), the following provisions shall apply:
 - 3.8.1 If, during the performance of the contract, it becomes apparent that deviations from the agreed characteristics of the goods to be delivered are necessary for technical or other reasons, the parties shall notify each other of this without delay.
 - 3.8.2 MAN shall be entitled to demand changes to the agreed performance even after conclusion of the contract if and to the extent that such a change is possible and reasonable for the (sub-)supplier's operations.
 - 3.8.3 If the requested change affects the agreed price, the parties undertake to agree on a new price, taking into account additional costs or cost reductions.
 - 3.8.4 If, due to the time impact of the change in performance, it is not possible to meet the originally agreed delivery date or if meeting the performance date is only possible with disproportionate effort, the parties undertake to agree on a new delivery date that is reasonable in view of the new scope of performance.
- 3.9 The supplier is obliged to fulfil all its obligations related to the registration of employees through whom the supplier will provide services to the Social Insurance Agency and the relevant health insurance company, including the existence and validity of the employment relationship of each person on the supplier's side. The supplier shall also ensure the above on the part of its subcontractors. In the case of the use of foreign nationals, the supplier is obliged to comply with all related legal requirements and is also obliged to ensure this on the part of its subcontractors, whereby the above applies not only to the legal requirements of the country of residence of the customer or provider, but also to the country of residence of the subcontractors.
- 3.10 The supplier is obliged to comply with all obligations and prohibitions arising from regulations governing illegal employment, in particular from Act No. 82/2005 Coll. on illegal work and illegal employment and on amendments to certain acts, as amended (hereinafter referred to as "*Act on Illegal Employment*") and ensure performance exclusively through natural persons in

relation to whom there is no violation of the prohibition of illegal employment; this obligation of the supplier remains in force even if the performance is provided through subcontractors. The supplier therefore declares that it is not a person who illegally employs a natural person pursuant to Section 7b(5) of the Act on Illegal Employment. If this declaration becomes untrue, the supplier undertakes to inform MAN of this fact without undue delay after becoming aware of it, and MAN shall be entitled to withdraw from the contract.

- 3.11 If, due to a breach of duty by the supplier, MAN is lawfully fined or required to make additional payments under the Illegal Employment Act, or if the obligation to pay the fine or additional payments is transferred to MAN, the supplier shall be obliged to reimburse MAN for this amount in full within 7 days of receiving a request from MAN. MAN shall be entitled to withhold payment of any invoice from the supplier up to the amount that MAN had to pay as a result of the supplier's breach of the law. If it is proven that the supplier has in any way violated the law on illegal employment, or if due to a strange supplier, a legally binding fine or additional payments will be imposed on MAN in accordance with the law on illegal employment, or the obligation to pay the fine or additional payments is transferred to MAN, MAN shall be entitled to withdraw from this Agreement.
- 3.12 Within the scope of generally binding legal regulations in the field of protection against illegal employment, the supplier shall provide MAN with cooperation within 5 working days/immediately upon request, which includes, among other things, the obligation to provide MAN with a current list of all natural persons through whom the supplier fulfils its contractual obligations, together with their personal data and supporting documents, on the basis of which MAN will be able to verify that the supplier is not violating the prohibition of illegal employment in relation to these natural persons; MAN may request this cooperation from the supplier repeatedly.
- 3.13 If, during the term of the contractual relationship between the supplier and MAN, it is proven that the supplier's declarations under this article of the GTC are false, MAN shall be entitled to claim a contractual penalty of EUR 5,000.00 from the supplier for each case of illegal employment and compensation for damages incurred by MAN as a result of such false declarations by the supplier or incurred by third parties who have claimed damages from MAN as a result of such false declarations by the supplier. The contractual penalty shall not affect the compensation for damages, and these claims shall be asserted independently of each other.
- 3.13 In the event an employee of the supplier's subcontractor asserts a claim against the supplier for payment of wages that were not paid to the employee of the supplier's subcontractor by the subcontractor on the due date at the latest and which are due for the performance of work that is the subject of the Contractor's obligation under this contract, the Contractor undertakes to proceed in accordance with the relevant applicable legal regulations and pay the Contractor's subcontractor's employee a wage corresponding to the minimum wage within the statutory period, if this obligation arises for the Contractor from the relevant applicable legal regulations. For the avoidance of doubt, the Contractor shall not be entitled to reimbursement of any costs under this provision by the Customer.
- 3.14 If an employee of the supplier exercises his right to payment of wages from MAN, whose direct subcontractor is the supplier, as the employer of this employee, as a result of the supplier not paying his wages within the meaning of Section 130a of Act No. 311/2001 Coll. Labour Code, as amended (hereinafter referred to as the "Labour Code"), MAN shall be entitled to a contractual penalty of EUR 1,000.00 for each such case, as well as to compensation for damages incurred by MAN as a result of such a claim by the employee of the MAN supplier. The contractual penalty shall not affect the compensation for damages, and these claims shall be asserted independently of each other.

Provision of advice

- 3.9 The special conditions for the provision of consulting services are set out in Annex 1 to these GTC.

4. Tools

- 4.1 The tools provided by MAN to the supplier remain the property of MAN. The supplier is obliged to use the tools exclusively for the production of goods ordered by MAN. The supplier is obliged to insure the tools belonging to MAN at its own expense to cover the value of the items and against normal insurance risks.
- 4.2 The supplier is obliged to carry out the necessary maintenance and all servicing /repair work on the tools at its own expense. It shall be obliged to notify MAN immediately of any malfunctions. If it fails to do so through its own fault, claims for damages shall remain unaffected.

5. Provision of services on MAN premises

- 5.1 If the service is provided on MAN premises, the supplier:
- shall be responsible for the manner in which the service is provided, for the selection of its employees and their safety at work,
 - shall ensure, in cooperation with MAN, that the service is provided in accordance with the technical and organisational instructions and relevant internal MAN guidelines, and therefore the supplier shall notify MAN of a contact person who is familiar with the principles of providing services on MAN premises in accordance with the relevant internal guidelines before commencing the provision of services.
 - ensure that its employees are trained to perform their duties in the agreed manner and to the agreed standard, and comply with health and safety regulations (in particular Section 18 of Act No. 124/2006 Coll. on occupational health and safety and on amendments to certain acts), OPP and ŽP MAN and all other relevant applicable legal regulations, and shall ensure that the performance is provided in accordance with the relevant internal MAN guidelines.
 - The contact person designated by MAN and MAN shall, if necessary/at regular intervals, organise coordination meetings and familiarise themselves with the necessary information.

6. Transport, packaging, transfer of ownership and transfer of risk of damage

- 6.1 Unless otherwise agreed in writing, the supplier shall deliver the performance at its own expense and risk to the agreed place of delivery specified in the order, namely: i) the plant at Partizánska 916, 957 01 Bánovce nad Bebravou or ii) the SIHOŤ PARK Chocholná – Velčice plant. Cash on delivery shipments will not be accepted.
- 6.2 The supplier is obliged to properly pack, label and ship the goods with due care. The supplier is liable for damage caused by improper packaging. The supplier shall take back the packaging at its own expense.
- 6.3 The supplier shall attach a delivery note to the delivery containing all the details from the order, namely: order number, exact description of the goods, order item. The delivery shall also include a completed supplier's declaration for export and customs control purposes, as well as documents proving the origin of the goods for customs purposes, etc. Together with the goods, the supplier shall also deliver all documents relating to the goods (attests, certificates, CMR), if required or if agreed by the parties.
- 6.4 MAN shall only confirm the delivery note if the goods are delivered without obvious defects and in accordance with the order. Confirmation of the delivery note does not constitute confirmation of proper delivery of the goods in the agreed quality and quantity.
- 6.5 The supplier is obliged to ensure that:
- a) the goods are accompanied by a delivery note (accompanying document) stating the contents and order number;
 - b) Each part of the goods shall contain information about the contents and order number on the packaging.
 - c) The dispatch of goods whose acceptance at the destination requires the presence/cooperation of MAN shall be notified to MAN in writing at least 2 working days in advance, together with the contents and the complete order number.
- 6.6 At the latest with the invoice for the delivered goods and/or services, the supplier shall send MAN an overview of the delivered goods in an editable format, which shall include, in

particular, serial or production numbers and other specifications of the goods, if it is possible to fulfil this obligation.

- 6.7 Ownership and risk of damage to the goods shall pass to MAN:
- a) for deliveries without installation, upon written confirmation of receipt (i.e. upon delivery, including unloading) of undamaged goods at the destination specified in the confirmed order;
 - b) for deliveries with installation, by signing the MAN performance acceptance report.

7. Price and payment terms

7.1 The price stated in the order is fixed and final. Unless otherwise agreed, all prices are net prices excluding value added tax or similar taxes ("VAT"). The applicable VAT or similar taxes will be charged by MAN unless the Supplier is legally obliged to pay these taxes and the reverse charge mechanism does not apply. The parties agree that all invoices issued under this contract must comply with applicable law and that each party is responsible for fulfilling its tax obligations in accordance with applicable regulations, including income tax. If the price is subject to withholding tax, MAN may only withhold withholding tax at the rate specified by law and pay this amount to the tax office on behalf of the Supplier.

If there is a double taxation agreement (DTA) between the country of the Supplier's registered office/place of residence and the Slovak Republic, MAN may withhold the maximum amount of withholding tax in accordance with the applicable double taxation agreement from payments to the Supplier if the conditions for a reduction in withholding tax (or exemption from it) are met.

The same applies to payments falling within the scope of Council Directive 2011/96/EU on the common system of taxation applicable to parent companies and subsidiaries or Council Directive 2003/49/EC on a common system of taxation applicable to interest and royalty payments between Member States of the European Union. It is the Supplier's responsibility to ensure that the formal requirements for withholding tax reduction (or exemption) are met. All necessary applications and certificates of residence must be prepared and provided by the Supplier. MAN is obliged to cooperate with the Supplier in reducing withholding tax (or exemption). If the conditions for withholding tax reduction (or exemption) are not met, MAN is entitled to withhold withholding tax in accordance with applicable law and pay it to the tax office.

- 7.2 Unless otherwise agreed in writing, the costs of transport (in the Slovak Republic, freight paid, and in the case of transport from abroad, DAP according to INCOTERMS 2020), shipping, packaging and insurance are included in the agreed price.
- 7.3 Invoices must comply with the requirements of the law, in particular Act No. 222/2004 Coll. (Value Added Tax Act), and must be sent to MAN exclusively by email tosk.finance.dept@man.eu. In addition to the legal requirements, they must also contain the following information: order number, delivery note number and other details required by the order. The delivery note/waybill with CMR must be attached to the invoice in the same e-mail message. Files that do not contain the required details will not be considered.
- 7.4 Electronic invoicing - The Supplier shall send electronic invoices to the Customer no later than the next working day after the deadline for issuing invoices in accordance with Act No. 222/2004 Coll. on value added tax. Electronic documentation shall be deemed to have been delivered to the Customer at the moment of its dispatch by the Supplier to the contact and/or billing e-mail address sk.finance.dept@man.eu.
- Content and formal requirements of invoices – invoices must be issued in accordance with the formal and content requirements of the concluded Agreement on the Issuance of Electronic Invoices and applicable legal regulations; in particular, the Supplier is obliged to ensure that the invoice contains the information specified in Section 74 of the VAT Act. Electronic invoices will be issued in ISDOC and PDF file formats. The Supplier is obliged to ensure that both formats contain the same information. No Party to the Agreement is entitled to interfere with or change the content of documents that have already been sent. Invoice attachments may be issued in pdf, doc, docx, xls, xlsx or jpg file formats.
- 7.5 Invoices are due 30 days after their proper delivery to MAN.

8. Warranty period and liability for defects

- 8.1 The Supplier is responsible for ensuring that the goods have the agreed properties and are delivered in accordance with the terms of the contract, and that throughout the warranty period they will have the agreed or specified properties and can be used for the agreed purpose.
- 8.2 The MAN employee shall inspect the goods as soon as possible after delivery. MAN shall inspect the goods exclusively in a manner and to an extent that can reasonably be expected of it or that is customary or appropriate in view of the scope, nature and type of goods, i.e. on a random basis and on a trial basis.
- 8.3 The warranty period is 24 months and begins after final commissioning (including training and trial operation, if agreed) or, if commissioning is not applicable, upon first use or provision of services, unless otherwise agreed in writing. However, the warranty period shall expire at the latest three years after the date of delivery of the goods or provision of the service, unless otherwise agreed by the parties.
- 8.4 If the supplier does not remedy the defects within a reasonable period of time, MAN may assert other statutory claims (replacement of goods, discount). In urgent cases or in the event of a breach of duty on the part of the supplier, MAN may, without prejudice to its statutory claims, arrange for the replacement or repair of the defects itself or have them repaired by a third party at the supplier's expense.
- 8.5 MAN reserves the right to supervise the manufacture of the subject matter of the performance and its acceptance at the supplier's premises. This does not affect the contractor's liability for defects.
- 8.6 Further claims by MAN remain unaffected.

9. Subcontractors

- 9.1 The supplier is entitled to use a subcontractor at to fulfil its obligation only with the prior written consent of MAN. Even in this case, it shall be liable as if it had fulfilled the contractual obligations itself.

10. Set-off and right of retention

- 10.1 The parties agree to offset MAN's claims against any due and undue claims of against the supplier. Offsetting claims of the supplier against MAN with MAN's claims is invalid.
- 10.2 Any restriction of MAN's right of retention to secure claims against the supplier is invalid.

11. Prohibition of assignment of claims

- 11.1 Claims against MAN may only be assigned with the prior written consent of MAN. The assignment of MAN's claims against the supplier is permitted.

12. Compliance

- 12.1 The supplier undertakes to act in accordance with the applicable legal regulations and, in particular, to comply with the rules of competition. The supplier expressly undertakes and ensures that it, its employees and persons authorised by it will not engage in any prohibited conduct, nor will they incite or assist third parties to engage in such conduct. Prohibited conduct includes, in particular, offering, providing, requesting or accepting illegal payments, benefits or other advantages for oneself or a third party.
- 12.2 The supplier undertakes to observe and comply with the principles and obligations set out in the Code of Conduct (see No. 1 Introduction). If the supplier uses a subcontractor to perform the contract, it shall oblige this third party to comply with the Code of Conduct.

- 12.3 If the supplier or subcontractor fails to comply with the principles of the Code of Conduct, MAN shall be entitled to terminate the contract in accordance with Article 22 of these GTC.
- 12.4 The supplier undertakes to take appropriate security measures in accordance with cyber security legislation when ensuring the fulfilment of the contractual relationship, including communication between the parties. MAN is entitled to verify the adequacy of the security measures taken by the supplier and to require the supplier to take more stringent measures.
- 12.5 In the event of a leak of data obtained by the supplier in connection with its business relationship with MAN, the supplier is obliged to notify MAN of this incident without delay, provide it with the necessary cooperation and, after consultation with MAN, take the necessary measures to clarify the situation, remedy the damage and prevent any future leaks.
- 12.6 MAN is entitled to carry out inspections of the supplier after prior notification and during normal working hours in order to ensure the supplier's contractual obligations, in particular those arising from this Section 12 and the Code of Conduct. If the supplier uses a subcontractor to fulfil the contract, the supplier must ensure that MAN or the supplier obtains the corresponding right to audit the third party. The costs of the audit shall be borne by the supplier if breaches of the contractual obligations of the contractual partner are found. This shall not apply if these breaches were not caused by the supplier or its subcontractor.

13. Confidentiality

- 13.1 The supplier undertakes to treat all commercial and technical data that is not publicly available and that it learns about from the business relationship as a trade secret, unless otherwise specified.
- 13.2 All information, whether in electronic form, transmitted electronically or communicated verbally, which MAN or a company belonging to the MAN group makes available to the supplier within the scope of the performance of the contract, or which the supplier learns in any other way (unless publicly available) (models, matrices, templates, samples, tools and other means of production, as well as drawings, calculations or other documents) shall be considered confidential information. Confidential information also includes all information that is made available in connection with the performance of the contract or in pre-contractual relations (hereinafter referred to as "*Confidential Information*"). Confidential information may not be disclosed to third parties or used for the performance of third parties without the express consent of MAN.
- 13.3 The Parties shall maintain confidentiality regarding Confidential Information within the meaning of this Article 13, protect it from disclosure and access by third parties, in particular through appropriate technical and organisational measures, and not to disclose or make it available to third parties, either in whole or in part, directly or indirectly, and to use it exclusively in accordance with this Agreement and for the performance thereof. Companies affiliated with MAN in accordance with the relevant legal regulations are not considered third parties for MAN. The Supplier may reproduce Confidential Information only if it is absolutely necessary for the performance of the contract. The Supplier may only disclose Confidential Information to those of its employees or employees of affiliated persons who need to know the Confidential Information for the purposes of performing the Agreement to the extent necessary to achieve the objective. The Supplier shall impose confidentiality obligations on its employees and subcontractors to at least the same extent as specified in these GTC.
- 13.4 The obligation to maintain confidentiality regarding Confidential Information shall not apply if and to the extent that the Supplier proves that the Confidential Information in question:
- (a) were publicly known and freely accessible at the time of their provision or became so later through no fault of the supplier,
 - (b) were provided to the supplier by a third party without breach of confidentiality,
 - (c) were developed by the supplier without breaching any confidentiality obligations regarding Confidential Information,
 - (d) they were expressly approved in writing by MAN for disclosure to the Contractual Partner, or
 - (e) must be disclosed in accordance with legal regulations or on the basis of a legally binding court decision, in which case the supplier shall immediately notify MAN of this requirement in writing, and

the scope of disclosure is as limited as possible; the supplier shall make every effort to ensure that the court or state authority treats the Confidential Information as confidential.

- 13.5 Upon termination of the contractual relationship, the supplier shall return all documents and media containing Confidential Information to MAN without being asked to do so.

14. Advertising

- 14.1 The supplier may only disclose its business relationship with MAN with the prior written consent of MAN.
- 14.2 If, in exceptional cases, the supplier's advertising is to refer to its business relationship with MAN, this may only be done with MAN's written consent. Any consent granted shall be limited to the purpose for which it was obtained.

15. Labelling of goods

- 15.1 Company and product markings, as well as MAN part numbers, must be affixed to goods/services ordered by MAN, based on MAN drawings or in accordance with MAN requirements. These marked goods/services may only be delivered to MAN.
- 15.2 The supplier is obliged to prevent the use of goods marked with the MAN trade name/logo that have been returned/rejected by MAN if it cannot ensure that the goods are not identifiable as goods supplied by MAN.

16. Unlawful restriction of competition

- 16.1 The supplier is obliged to take appropriate organisational measures to ensure that its employees and subcontractors do not violate the provisions of Act No. 187/2021 Coll. on the protection of competition or commit a criminal offence against competition within the meaning of the Criminal Code (Act No. 300/2005 Coll.).

17. Ownership Rights

- 17.1 MAN retains all rights, including copyrights and rights to register intellectual property rights to the delivered goods manufactured on the basis of its order. The supplier, as the manufacturer, is not entitled to register patents or industrial property rights to confidential information.
- 17.2 The contractual relationship and mutual communication, or the transfer of confidential information, as well as the transfer of data, drawings, samples, etc., regardless of whether intellectual/industrial property rights, rights to patent applications, patents, design patents, utility models or trademarks, or trademark rights, ownership rights, licence rights, do not establish any rights for the supplier to use them.

18. Industrial property rights of third parties

- 18.1 The supplier shall indemnify MAN against all claims asserted for infringement of third-party industrial property rights.

19. Data protection

- 19.1 All personal data that the supplier, its employees or subcontractors come into contact with in connection with the delivery of goods or the provision of services to MAN shall be treated as confidential. The supplier is obliged to comply with the applicable legal provisions on data protection, in particular the obligations arising from the European Data Protection Regulation ("GDPR") and Act No. 18/2018 Coll. on the protection of personal data ("ZOOÚ"). In particular, the Supplier is obliged to ensure that it, its employees and subcontractors maintain confidentiality regarding all of the above-mentioned personal data.

- 19.2 The supplier, its employees and subcontractors may not disclose or make available this personal data to anyone without MAN's consent. The confidentiality obligation shall remain in force even after the contractual relationship with MAN has ended. The confidentiality obligation does not apply if it is necessary for the performance of the tasks of courts and law enforcement authorities, or in relation to the Office for Personal Data Protection of the Slovak Republic in the performance of its tasks under the GDPR and the ZOOÚ. The provisions on the confidentiality obligation under special regulations remain unaffected.
- 19.3 If, in the performance of its contractual obligations towards MAN, the supplier is required to process personal data on behalf of and for the purposes of MAN, the supplier is obliged to conclude a personal data processing agreement with MAN in accordance with Article 28 of the GDPR and to fulfil all the obligations of a processor within the meaning of the GDPR, ZOOÚ and the personal data processing agreement. Unless otherwise specified in the personal data processing agreement, the following rules apply:
- a) personal data shall be processed solely for the purposes of fulfilling the obligations arising from the relevant order (hereinafter referred to as "purpose limitation");
 - b) the supplier shall ensure that its employees have access to personal data only to the extent necessary within the scope of the purpose limitation. All employees have been bound in writing to comply with the applicable personal data protection regulations. This fact must be proven upon request;
 - c) the supplier shall take technical and organisational measures in line with the current state of the art in order to guarantee and permanently ensure the level of personal data protection;
 - d) the transfer of personal data to third countries is permitted only in accordance with the conditions set out in Article 44 et seq. of the GDPR; and
 - e) the supplier shall delete the data immediately as soon as it is no longer required for the intended purpose and in accordance with the statutory retention periods.
- 19.4 The supplier undertakes to inform its employees if MAN processes their personal data in connection with the performance of the contract and that this data may be made available to third parties. This may occur, for example, when preparing technical drawings or documentation (and submitting them in connection with calls for tenders) or when using MAN IT systems and applications. In this context, the supplier shall ensure that it has the appropriate legal basis for processing the personal data of employees in accordance with the GDPR.

20. Liability insurance

- 20.1 The supplier shall take out and maintain liability insurance for damage caused in the course of its activities and for damage to products with adequate coverage for damage to health and property for the duration of the contract. If the supplier's insurance policy stipulates maximum compensation for all insured events in the insurance year, this compensation must correspond to at least four times the amount of coverage available for individual insured events.
- 20.2 MAN is entitled to request confirmation of the existence/duration of the insurance relationship at any time. If, upon request by MAN, proof of insurance cannot be provided, MAN is entitled to terminate the contract with the supplier.

21. Changes in the supplier's ownership structure

- 21.1 Significant changes in the supplier's ownership structure in accordance with applicable law must be notified to MAN in writing without delay. This obligation exists in addition to all statutory disclosure requirements (e.g. obligation to enter in the commercial register).
- 21.2 If a change in the ownership structure of the supplier or the directly or indirectly controlling company a change in the majority and control of the supplier, including subsidiaries (e.g. transfer of a majority shareholding or acquisition of a controlling influence by a third party), could disproportionately damage MAN's interests, MAN shall be entitled to withdraw from the contract. The withdrawal shall take effect on the date of delivery of the notice of withdrawal to the supplier.

22. Termination of the contract

22.1 Unless otherwise agreed in the contract, the contract may be terminated in the following ways:

- a) By agreement between the parties,
- b) By notice,
- c) By withdrawal.

22.2 Each contracting party is entitled to terminate the contract without giving any reason, with a notice period of two months, starting from the first day of the month following the date of delivery of the notice.

22.3 Withdrawal is possible if permitted by law or this contract. Withdrawal from the contract terminates the contract when the expression of will of the party entitled to withdraw from the contract is delivered to the other party. Withdrawal from the contract terminates all rights and obligations of the parties under the contract. However, withdrawal from the contract does not affect the right to compensation for damages, contractual provisions relating to the choice of law, the resolution of disputes between the contracting parties, and provisions which, by their nature, are intended to continue even after the termination of the contract.

23.4 In the event of early termination of the contract, the supplier is entitled to that part of the remuneration which corresponds to the goods and services delivered and provided by the supplier until the termination of the contract.

23. Severability clause

If one or more provisions of these GTC or provisions referred to in these contractual provisions are or become invalid, this shall not affect the validity of the remaining provisions and the validity of the contract.

24. Governing law and jurisdiction

24.1 The contractual provisions are governed by Slovak law, excluding conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

24.2 The place of performance for deliveries and services is the relevant MAN plant to which the performance is to be delivered.

24.3 All disputes arising or arising in connection with the delivery of goods and services (including disputes over non-contractual claims) shall be decided in arbitration proceedings in accordance with the Rules of Procedure of the Arbitration Court of the Slovak Bar Association.

Appendix 1 to MAN's General Terms and Conditions of Purchase (re Article 3 GTC)

"MAN Consulting Terms and Conditions"

The contractual partner providing consulting services ("consultant") is obliged to provide consulting services independently and on its own responsibility, while acting purposefully and with regard to achieving the consulting objective defined in the contract. MAN reserves the right to commission other consultants to provide consulting services in the same matter.

The provision of advice by the advisor through another person (e.g. subcontractors or external staff) is only possible with the written consent of MAN.

If the services of an additional consultant are necessary, the consultant shall inform MAN of the need to engage an additional consultant and, at MAN's request, shall advise it on the selection of a consultant.

MAN is obliged to cooperate with the consultant in necessary cases, but only to the extent specified in the consultant's offer. If the need for cooperation becomes apparent at a later date, it shall be to the extent necessary and customary.

If it becomes apparent that the agreed amount of remuneration (hereinafter also referred to as "remuneration") will be exceeded in the event of further provision of advice, the advisor shall inform MAN of this fact in writing and state the reasons for exceeding the agreed amount, the consequences of not providing further advice and possible alternative courses of action, in particular measures aimed at saving costs. Until MAN decides on the next steps, the advisor is not entitled to provide advice.

The consultant is obliged to inform MAN immediately in writing of all matters that are important for the performance of his duties. If there are any uncertainties regarding generally accepted technological rules that could affect the advice provided, the consultant is obliged to inform MAN immediately in writing.

If MAN has commissioned the consultant to coordinate the consulting activities of third parties, the consultant is obliged to coordinate them in such a way that they are in accordance with his obligations towards MAN. During consultations, the consultant shall verify the authenticity of third-party information and documents and take their comments and outputs into account before using them as a basis for their advice or incorporating them into the advice they provide.

The consultant may not represent MAN in legal matters. However, the consultant is authorised to issue instructions to third parties on behalf of MAN that are necessary for the performance of the services ordered, for the achievement of the objectives of the consultancy and for ensuring its smooth running, provided that they have no negative consequences for MAN in terms of quality and deadlines.

MAN is entitled to unilaterally change or extend the scope of the requested consultancy if this change is justified and the consultant is able to carry it out.

The remuneration for providing consultancy services specified in the order also includes all costs associated with providing consultancy services, including all travel and incidental expenses, unless otherwise agreed. Additional services or costs that may affect the amount of remuneration and whose necessity arises during the provision of services must be agreed in advance in writing by MAN. If a party violates this obligation, it shall be obliged to compensate MAN for any damage incurred as a result.

If the services provided are invoiced on a time basis, they must be proven to MAN in writing in a comprehensible and verifiable manner. The document must also include the relevant qualification/category of the consultant.

If it becomes apparent that the objective of the consultancy will not be achieved for reasons for which the consultant is responsible, MAN may terminate the consultancy prematurely. In the event of premature termination of the consultancy for reasons for which the consultant is responsible, the consultancy provided shall only be invoiced if it is usable by MAN.

The consultant shall provide the consultancy within the timeframe agreed in MAN's order. If appropriate or if requested by MAN, the consultant shall draw up and submit to MAN a schedule for the provision of consultancy, no later than one week after MAN's order or request. The consultant shall specify verifiable consulting steps and the completion date for individual services and tasks in the schedule. If MAN approves the schedule, it shall become part of the contract.

The consultant is obliged to document the delivery of documents and other materials prepared by him to other parties involved in the provision of consulting services, in particular to keep a list of the dates of individual inputs and outputs from which the current status of the provision of consulting services can be determined. MAN is entitled to inspect or request this documentation at any time.

Unless otherwise agreed, MAN shall accept the services provided upon written notification by the consultant of the completion of the services, provided that they contain a verifiable result, represent performance as a whole and the consultancy has been provided in full and in accordance with the contract. Acceptance shall take effect upon written confirmation by MAN. If MAN does not accept the services provided in writing or rejects them, even though the services have been provided in full and in accordance with the contract, the consultant may request acceptance of the services provided again and set a deadline. The last day of the deadline shall be deemed the date of acceptance.

If the consultancy is provided on MAN's (administrative) premises, the consultant shall be instructed by MAN in accordance with internal guidelines on safety rules for movement on these premises.

The originals of documents (presentations, minutes, etc.) prepared by the consultant must be handed over to MAN and, at its request, also on electronic media/data carriers. The consultant shall return the documents provided to him by MAN when he no longer needs them to perform his task. The consultant shall have no right to retain documents or services.

The consultant grants MAN an exclusive, materially and territorially unlimited, irrevocable and transferable licence to use the results of the work created in the course of providing consultancy services, including the rights to all documents, presentations, reports and minutes prepared by the consultant, for all known uses of the copyrighted work. MAN is entitled to dispose of them within the scope of the licence granted, to grant sub-licences to third parties or to assign the licence, to which the consultant agrees. The licence fee is already included in the price for the services.

The consultant shall transfer to MAN the rights to use and exploit all copyrighted items. The consultant further assures MAN that it is not aware of any circumstances, in particular industrial property rights of third parties, which would impede or prevent the use of the results of the consulting services provided, and that no claims for infringement of industrial property rights have been or can be asserted against it.

The Party shall indemnify MAN for all third-party claims arising from the infringement of industrial property rights.

The other provisions of these GTC shall apply mutatis mutandis.

Appendix 2

Compliance regulations <https://www.man.eu/corporate/en/about-man/compliance-and-risk/compliance.html> - [Suppliers and partners](#) | [MAN Truck & Bus](#)

Code of Conduct for Advertising and Communication Services – [Advertising and Communication Principles of the Volkswagen Group](#)

Link to the general terms and conditions of the Group: [MAN](#)