



# General Conditions of Use for Free Use of the MAN MANTED® Portal

## 1. General – Scope of Application

- 1.1 The following General Conditions of Use of the MANTED® Portal of MAN Nutzfahrzeuge AG (referred to hereinafter as “MAN”) shall apply to all present and future business relations in the course of which MAN makes technical information such as 2D drawings, 3D models, data, conversion documents, etc., referred to hereinafter as “*Documents and Information*”, available for downloading. The User shall check the Information supplied before using it in any form whatsoever. Expansion or reduction of the portal content or changes to its functionalities are possible at any time.
- 1.2 *Entrepreneurs* for the purposes of these Terms and Conditions are individuals or legal entities or partnerships possessing legal personality with whom business relations are established and who are acting in that context in the exercise of a trade or business or a self-employed professional activity.
- 1.3 *Consumers* for the purposes of these Terms and Conditions are individuals with whom business relations are established without their being engaged in a trade or business or self-employed professional activity in that context.
- 1.4 *Users* for the purposes of these Terms and Conditions are both entrepreneurs and consumers.
- 1.5 The User is aware that the Documents and Information supplied apply only to a particular MAN truck model and equipment in each case. The relevant Documents and Information in each case should therefore be used for new or different truck models.
- 1.6 The User will be given a password in order to use the portal. The User is not authorised to disclose this password to third parties. The User shall keep the password secret at all times. The User shall be responsible for any misuse of the password, including third party use of the portal via the User’s password. In this case the User shall be subject to the same obligations as in own use.
- 1.7 MAN reserves the right to delete users from the portal if they breach these General Conditions of Use. MAN likewise reserves the right to bar downloading.
- 1.8 The portal may contain links to third party websites. MAN shall not be held responsible for the content of such sites.
- 1.9 The General Conditions of Use are subject to amendment at any time. The User shall note the version current at the time.
- 1.10 MAN reserves the right to expand, reduce or otherwise alter the content of the portal and the Documentation and functionalities of the applications at any time. Documents and Information available via the portal will be carefully compiled and regularly updated by MAN. The User is responsible for finding out about updates to Documents and Information already obtained by the User.

1.11 In case of any questions concerning the portal the User should contact:

MAN Nutzfahrzeuge AG  
Department ESC  
Dachauer Str. 667  
80995 Munich

Fax: + 0049 (0) 1580 4264  
E-mail: [info.manted@man.eu](mailto:info.manted@man.eu)

## **2. Owner and User Relationship**

- 2.1 The offer for use is without obligation. The right to make technical changes is reserved.
- 2.2 By registering the User states the intention of using the online services in accordance with these Terms and Conditions.
- 2.3 MAN shall inform the User upon receipt of the registration.

## **3. Availability of Documents and Information**

- 3.1 Documents and Information may be unavailable at times due to server failure. Disposal of Documents and Information and portal content is authorised only with MAN's prior consent. The User shall contact MAN Department ESC (Dachauer Str. 667, 80995 Munich) in this respect. The User has the right to use MAN software only for the User's own purposes. Such rights are not transferable to third parties.
- 3.2 Disruption may occur due to force majeure including strikes, lockouts and official measures and due to necessary technical and other measures involving MAN's or the network operator's equipment to ensure correct operation or improvement of the services (such as maintenance, repairs, software updates determined by the system, upgrades). Disruption may also be caused by short-term capacity bottlenecks due to peak loads on the services or faults affecting third party telecommunications systems. No compensation shall be due for losses due to supply delays.

## **4. Data Protection and Confidentiality**

- 4.1 The User is hereby advised in accordance with section 33 (1) of the Federal Data Protection Act that MAN will store the User's full address in machine-readable form and process it electronically for purposes connected with the owner and user relationship.
- 4.2 User questions and profiles (routine enquiries about a certain topic) may likewise be electronically stored and processed.
- 4.3 MAN guarantees that data supplied in accordance with 4.1 and 4.2 above shall be treated as confidential. This obligation shall remain in force after termination of the agreement.

## **5. Copyright**

- 5.1 All copyright is reserved.
- 5.2 MAN expressly reserves all rights of publication, reproduction, processing and exploitation in the content of the software supplied and the program and documentation made available.

5.3 MAN does not grant the User a licence or any other right in proprietary rights. The User shall not abuse the portal.

The User shall use the Documents and Information are protected by copyright and supplied only for the purposes of its MAN vehicle attachment, body and conversion work. Re-publication in the User's name or disclosure to third parties is not authorised.

## **6. Liability**

6.1 Claims for damages shall be excluded save in case of intent or gross negligence on the part of MAN or its employees.

6.2 MAN shall not be held liable for the up-to-dateness and completeness of Documents and Information already obtained by the User save in case of intent or gross negligence. Only the Documents and Information in the portal shall be deemed the currently valid versions. Furthermore, MAN shall not be held liable for incorrect use of the Documents and Information. Attachments, body work and conversions of commercial vehicles must always be carried out by specialist personnel. MAN shall not be held liable for damage arising due to the User's lack of technical knowledge.

## **7. Final Provisions**

7.1 The Law of the Federal Republic of Germany shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

7.2 The place of jurisdiction shall be MAN's registered office if the User is a merchant, a public-law corporation or a special fund under public law.

## **8. Severance**

Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected.