



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 for the MANTED[®] Portal (referred to hereinafter as "**Portal**") of MAN Truck & Bus Aktiengesellschaft (referred to hereinafter as "**MAN**") shall apply exclusively, in the version valid at the time the order is placed, 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 be obliged to check the Documents and Information supplied before using them in any form whatsoever.
- 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, bus or engine type and equipment in each case. The respective relevant Documents and Information should therefore be used for new or different truck, bus or engine models.
- 1.6 The User shall be given a personal password in order to use the Portal. The User is not authorised to disclose this password to third parties. The User shall keep his 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 During the registration process, the User shall be obliged to complete his data accurately and in full. The User must keep his personal profile up to date in the Portal. The User must himself update all changes regarding his name, his company name and legal form, his company's registered office and similar facts of importance to the contractual relationship. MAN shall not assume any liability whatsoever for damages arising as a result of incorrect information being provided by the User.
- 1.8 MAN reserves the right to block the User's access/download or to delete the User from the Portal if he breaches these General Terms and Conditions. Similarly, MAN also reserves the right to delete the User's access to the Portal on security grounds if the User has not logged in to the Portal for more than 18 months.
- 1.9 The Portal may contain links to third-party websites. MAN checked the directly-linked websites at the time of link creation and was satisfied that they were free of illegal content. However, MAN has no influence on the contents of linked pages and is not in a position to check them continually. MAN shall not be held responsible for the content of such sites.
- 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 shall be carefully compiled and regularly updated by MAN. The User shall be responsible for finding out about updates to Documents and Information already obtained by the User.

- 1.11 MAN reserves the right to amend or supplement these Conditions of Use at any time, with effect for the future. The amendments shall be notified to the User in text form before the planned change, together with notification of the date on the amendments will become effective. The User shall be deemed to have consented to the amendment to the contract if the User does not object in text form within six weeks of receiving the notification of amendment. MAN shall refer to this specifically in the notification of amendment. The objection must be sent to the address specified in the notification of amendment or to the address stated in 1.12. If the User does not object to the change in the Conditions of Use, MAN shall make the amended version of the Conditions of Use the basis for the contract. If the User objects to such an amendment of the Conditions of Use, MAN reserves the right to pronounce termination. MAN shall only make amendments for cogent reasons, especially as a result of new technical developments, changes in case law or other equivalent reasons. If the amendment significantly alters the balance of the contract the amendment shall not apply.

The respective current version of the Conditions of Use is filed on the Internet at www.manted.de.

- 1.12 In case of any questions concerning the Portal the User should contact:

MAN Truck & Bus AG,
Dept. SMTSE
Dachauer Str. 667,
80995 München

Fax: + 49 (0)89 1580 4264,
E-mail: 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 his intention of using the online services in accordance with these Terms and Conditions.
- 2.3 The User may amend or delete his log-on data at any time. The User must request deletion of his user account in writing by sending an e-mail or fax to the address given in 1.12.
- 2.4 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. Any sale of Documents and Information and portal content shall be authorised only with MAN's prior consent. The User shall contact MAN Department SMTSE (Dachauer Str. 667, 80995 Munich) in this respect. The User shall be entitled 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 by faults affecting third-party telecommunications systems. No compensation shall be due for losses due to supply delays.

4. Data Protection and Confidentiality

The legal notices/data protection provisions of MAN Truck & Bus AG shall apply in the version valid on the date the order is placed.

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 in the program and documentation made available.

5.3 MAN shall not grant the User a licence or any other right in proprietary rights. The User undertakes not to use the Portal in breach of copyright.

The Documents and Information supplied are protected by copyright and the User may only use them for the purposes of his attachment, body and conversion work for MAN vehicles. Re-publication in the User's name or disclosure to third parties shall be prohibited. Moreover, the User shall be prohibited from any more extensive use of the Documents and Information supplied by MAN. All other contractual conditions agreed with MAN shall also apply to MAN workshops.

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 accuracy 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 be or become void or challengeable, the validity of the remaining provisions hereof shall in no way be affected.