



Terms and Conditions of Service for MAN Now (the "Service T&Cs")

1 Subject

- 1.1** These MAN Truck & Bus SE ("**MAN T&B**") Service T&Cs govern the provision of the MAN T&B services described in Section 0 by MAN T&B to the user via the RIO platform run by TB Digital Services GmbH (hereinafter referred to as "**TBDS**"), Oskar-Schlemmer-Str. 19-21, 80807 Munich, Germany. They represent an individual agreement in addition to the RIO Platform T&Cs already concluded between the user and TBDS.
- 1.2** Unless otherwise expressly stipulated in these Service T&Cs, the provisions of the RIO Platform T&Cs already concluded between the user and TBDS shall apply to these Service T&Cs. The terms defined in the RIO Platform T&Cs shall also apply to these Service T&Cs.
- 1.3** These Service T&Cs are agreed via the RIO platform in accordance with the provisions in Sections 2.1 and 2.3 of the RIO Platform T&Cs.
- 1.4** Once the MAN vehicle(s) has/have been set up in the RIO administration area on the RIO platform, the user must click on the button for the MAN Now service in the RIO platform's Marketplace. The first time they open the MAN Now service, the user must confirm these service terms and conditions, including the service specification. The contract concerning the MAN Now service shall not come into force until acceptance is confirmed via MAN T&B (the user shall be informed in writing, via e-mail, or on the RIO platform).

In addition to this, following the submission of an offer by the user and prior to acceptance of that offer by MAN T&B, the latter shall reserve the right to perform a credit check, sanction list check and VAT ID check with regard to the user. MAN T&B shall also reserve the right to perform a VAT ID check, credit check and/or sanction list check at regular intervals following acceptance of the offer.

Use of the service shall be subject to there being no impediments to fulfilment as a result of national or international provisions, particularly export control regulations or embargoes or other such legal restrictions. The user shall undertake to provide all information and documents that are required for the use of the service. Any delays resulting from export checks or approval procedures shall result in the temporary suspension of the service. In the event that the necessary approvals are not granted, these Service T&Cs shall be deemed to have not been concluded; claims for compensation in this regard and in connection with missed deadlines as referred to above shall be excluded.

- 1.5** Section 312i(1)(1)(1)-(3) and Section 312i(1)(2) of the German Civil Code shall not apply with regard to the conclusion of these Service T&Cs.



2 MAN T&B service

2.1 MAN T&B shall provide the user with the following MAN T&B services during the term of these Service T&Cs:

Name of the MAN T&B service	Brief description of the MAN T&B service	Payment in EUR (net)
MAN Now	<p>The MAN Now service shows the customer options for retrofitting and for purchasing vehicle functions (features). The retrofit options and features shown are adapted based on compatibility checks for the vehicle in question, which use the vehicle's production data as a reference.</p> <p>Selected retrofit options and features can be booked directly via MAN Now. Some features are free of charge, while others are subject to a fee.</p>	Free of charge

The latest version of the detailed service specification, in addition to the technical requirements and fee payable for using the service, can also be viewed on the RIO platform's Marketplace at <https://rio.cloud> and are available for download.

2.2 The availability of the RIO platform for the MAN T&B services to be provided via the platform is determined in accordance with Section 3.2 of the RIO Platform T&Cs.

3 Changes

3.1 Amendments to these Service T&Cs shall require the agreement of both parties, unless otherwise stipulated in Section 3.

3.2 As part of its provision of the MAN T&B service, MAN T&B may make appropriate technical modifications, particularly to the extent that these are necessary in order to improve functionality or comply with legal requirements.

3.3 As part of its provision of the MAN T&B service, MAN T&B may also make changes to the content, provided this does not reduce the range of services for the user with regard to their use of the MAN T&B service and provided the user has not objected to that change in accordance with Section 3.4 below.

3.4 The user shall be notified in writing of reasonable changes to the MAN T&B service and appropriate price increases as part of the provision of the MAN T&B services; upon notification, the user shall be given the chance to object to a change within six (6) weeks. If no objection is made (in writing or by e-mail) to a reasonable change to a service/price increase within this six (6) week period, the change to the service/price increase shall be deemed to have been accepted, provided the user was made aware of this legal consequence when he/she was notified of the change. Should the user object to a change to a service/price increase, MAN T&B shall be entitled to immediately terminate these Service T&Cs vis-à-vis the user; in addition, the user shall be entitled to effect the ordinary termination of these Service T&Cs at any time or to deactivate MAN Now on the RIO platform.

4 Warranty and liability

4.1 Warranty



- 4.1.1 The user shall inform MAN T&B immediately in the event of a fault with the MAN T&B services. MAN T&B shall rectify any faults with the MAN T&B services within a reasonable period of time. Should TBDS fail to rectify a fault within a reasonable period of time on two (2) occasions, the user shall be entitled to effect the extraordinary termination of these Service T&Cs.

Other claims by the user shall be governed in accordance with Section 4.2.

- 4.1.2 Claims for defects shall be excluded, provided the cause lies with the user or one of their vicarious agents.

4.2 Liability

MAN T&B shall be liable for loss or damage that is attributable to intentional acts and/or gross negligence on the part of MAN T&B or its vicarious agents. Liability is excluded for loss or damage caused by MAN T&B or its vicarious agents due to ordinary negligence since the service is provided free of charge. MAN T&B shall only be liable for loss or damage resulting from failure to act with the usual due diligence on the part of MAN T&B or its vicarious agents if a cardinal obligation has been breached. Cardinal obligations are essential contractual obligations that ensure due implementation of the contract in the first place and the observance of which the user has relied upon and was entitled to do so.

In the event of a breach of these cardinal obligations caused by ordinary negligence, given the fact that the MAN T&B service is provided free of charge, MAN T&B shall also only be responsible for exercising a degree of care that MAN T&B itself applies to its own affairs.

4.3 Other exclusions

- 4.3.1 MAN T&B shall not be liable for the proper condition of vehicles belonging to the user for which the MAN T&B service is being provided. The MAN T&B service is merely intended to provide support to the user; responsibility for complying with legislation and for the use and condition of the vehicles shall remain with the owner or driver as appropriate. The provision of RIO boxes and/or RIO transmitter units and/or TBM2 shall not form an integral part of these Service T&Cs. No warranty shall be provided and/or no liability assumed under the terms of these Service T&Cs in this regard.
- 4.3.2 Likewise, no warranty shall be provided and/or liability assumed under these Service T&Cs for restrictions on the customer's ability to use the retrofit options and features displayed on the MAN T&B service if the technical condition of the vehicle has been modified from its original production condition.
- 4.3.3 Likewise, no warranty shall be provided and/or no liability assumed under the terms of these Service T&Cs for defective MAN T&B services (particularly for missing or incorrect data) and/or for damages resulting from malfunctions and/or breakdowns of vehicles, of RIO boxes and/or RIO transmitter units and/or TBM2, and/or from incorrect data input by the user.
- 4.3.4 Likewise, no warranty shall be provided and/or liability assumed under these Service T&Cs if for whatever reason the user is not notified of an upcoming maintenance appointment resulting in loss or damage for the user.

5 Term and termination

5.1 Term

These Service T&Cs are concluded for an indefinite period.



5.2 Termination

- 5.2.1** MAN T&B has the right to effect the ordinary termination of these Service T&Cs, subject to a notice period of three (3) months to the end of the month.
- 5.2.2** The right to termination for good cause remains unaffected for both parties.
- 5.2.3** Termination of these Service T&Cs, whatever the reason, shall not affect the RIO Platform T&Cs and, where applicable, other concluded Service T&Cs concerning other MAN T&B services. However, if the RIO Platform T&Cs are terminated for whatever reason, these Service T&Cs shall also come to an end at the same time.
- 5.2.4** The provision of the MAN T&B services under these Service T&Cs is dependent on the conclusion and continued applicability of the RIO Platform T&Cs. If the RIO Platform T&Cs are terminated for whatever reason, these Service T&Cs shall also come to an end at the same time.

6 Confidentiality

- 6.1** MAN T&B and the user shall each undertake to refrain from disclosing confidential information regarding the other party and to only use such information for the purposes of implementing these Service T&Cs and for the objective they are intended to achieve. This obligation shall continue to exist for a period of three (3) years following the termination of the agreement.
- 6.2** The confidentiality requirements set out in Section 7 above shall not apply in the event that the confidential information (i) was already known to the other party at the time that these Service T&Cs were concluded, and evidence can be provided of this, or was disclosed at a later date by a third party without any breach of the confidentiality agreement having taken place, (ii) was already in the public domain at the time that these Service T&Cs were concluded or entered into the public domain at a later date, provided this did not occur as a result of a breach of these Service T&Cs, (iii) is able to be used by a party with the prior consent of the other party for purposes that are not covered by these Service T&Cs, or (iv) must be disclosed as a result of a legal obligation or an order issued by a court or an authority; where permissible and possible, the party obliged to disclose the information must inform the other party of this in advance and provide them with the opportunity to take action to prevent the disclosure.

7 Other provisions

- 7.1** In the event that the MAN T&B services become unavailable as a result of force majeure, MAN T&B shall be released from its obligation to ensure the availability of the MAN T&B services for the duration and within the scope of the impact of the case of force majeure, provided MAN T&B has taken appropriate steps to prevent the consequences of this. Force majeure shall be understood to be any event over which MAN T&B has no influence and that fully or partially prevents MAN T&B from fulfilling its obligations; this includes fire damage, floods, strikes and lawful lockouts, as well as disruptions to operations for which it is not at fault or official decrees. This also includes failure of the RIO platform due to force majeure.

MAN T&B shall immediately inform the user of the occurrence and rectification of a case of force majeure and shall make every effort to rectify the case of force majeure and to limit its impact as far as is possible.
- 7.2** Should individual provisions of these Service T&Cs be or become invalid, either in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall agree to replace the invalid provision with an appropriate provision that most closely approximates to the sense and purpose thereof. Any loopholes in these Service T&Cs shall be closed accordingly.



- 7.3** MAN T&B is entitled to transfer rights and/or obligations under these Service T&Cs, either in whole or in part, to companies which are affiliated with MAN T&B within the meaning of sections 15 ff. of the German Stock Corporation Act. The user is entitled to terminate these Service T&Cs in the event of a full transfer of all rights and obligations.
- 7.4** The user is not entitled to transfer rights and/or obligations under these Service T&Cs, either in whole or in part, to third parties without the prior written consent of MAN T&B.
- 7.5** Any amendments and supplements to these Service T&Cs must be made in writing. The same shall apply with regard to any agreement to cancel this requirement for the written form.
- 7.6** These Service T&Cs are available in the relevant languages; in the event of discrepancies, the original German version shall prevail.
- 7.7** These Service T&Cs are subject to the law of the Federal Republic of Germany (with the exclusion of the conflict of laws). The exclusive place of jurisdiction for any disputes arising from or in connection with these Service T&Cs shall be Munich, Germany.

* * *