

General Terms and Conditions for the sale and delivery of brand-new commercial vehicles and any units contained therein, including as xKD sets, as well as the sale and delivery of MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories

本通用條款和條件適用於全新商用車及其包含的任何裝置（包括xKD套件）之銷售和交付，以及MAN原裝零部件、MAN原裝零部件ecoline和MAN原裝配件之銷售和交付。

The following "Terms and Conditions" apply to the offer and sale of factory-new commercial vehicles and any units contained therein, including as xKD sets, and also to MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories from the Seller (MAN Truck & Bus SE) to the Purchaser, provided that said Purchaser is an entrepreneur who, in concluding the Agreement, is acting in pursuance of its commercial or self-employed professional activities or is a legal entity under public law or a public special fund. Vehicle sale as an xKD set means: Knocked down, e.g. CKD (completely knocked down), SKD (semi-knocked down), TiB (truck in the box) and CiB (chassis in the box).

以下“條款和條件”適用於賣方 (MAN Truck & Bus 公司) 向買方提供並銷售嶄新商用車及其包含的任何裝置 (包括xKD套件)，也適用於MAN原裝零部件、MAN原裝零部件ecoline和MAN原裝配件，前提條件是上述買方是一名企業家，在簽訂本協議時，從事商業活動或自雇專業活動，或是根據公法或公共特別基金成立的法人實體。作為xKD套件銷售的車輛是指：散件組裝，例如CKD（全散件組裝），SKD（半散件組裝），TiB（卡車裝配）和CiB（底盤裝配）。

General terms and conditions of the Purchaser that conflict with these Terms and Conditions shall not be binding on the Seller, even if the purchase order is based on them and the Seller has not expressly rejected their content.

如果買方的通用條款和條件與本條款和條件相衝突，那麼買方的通用條款和條件將對賣方不具有約束力，即便採購訂單是基於買方的通用條款和條件，並且賣方沒有明確拒絕該等通用條款和條件。

I. Conclusion of Agreement/transfer of rights and obligations of the Purchaser

一、協議簽訂/買方的權利和義務之轉讓

1. Unless otherwise expressly agreed in the quotation, all quotations provided by the Seller shall be without obligation. The Purchaser shall be committed to the purchase order for no longer than 6 weeks. The Purchase Agreement shall be deemed concluded if the Seller confirms acceptance of the order for purchase of the item detailed within the said deadline in writing, or carries out the delivery. The Seller's written order confirmation shall form the authoritative basis of the agreement. All agreements, verbal subsidiary agreements and contractual amendments shall be valid only if the Seller has confirmed them in writing.

1. 除非報價中另有明確約定，否則賣方提供的所有報價均不受約束。買方對採購訂單的承諾期不得超過六（6）周。如果賣方在上述最後期限內以書面形式確認接受詳細說明的採購訂單，或進行了交付，則視為簽訂了《購買協議》。賣方的書面訂單確認函應構成協議的權威依據。所有協議、口頭附屬協議和合同修訂只有在賣方書面確認的情況下才行之有效。

2. The transfer of the Purchaser's rights and obligations under the Purchase Agreement shall be subject to the written consent of the Seller.

2. 買方不得隨意轉讓其在《購買協議》項下的權利和義務，除非事先獲得賣方的書面同意。

II. Prices

二、價格

1. The price for the purchased item is the price ex works, without cash discount and other reductions. Any additional services agreed (e.g. transfer costs, packaging, financing costs) shall be charged as an additional expense. The Purchaser shall be liable for customs duties, freight and similar charges.

1. 所購產品的價格為出廠價，不包含現金折扣和其他優惠。雙方約定的任何額外服務（例如轉移成本、包裝、融資成本）應作為額外費用予以收取。買方應承擔關稅、運費和類似費用。

2. Unless otherwise agreed, all prices are net prices excluding value-added tax, sales tax, turnover tax, and similar taxes (hereinafter referred to as "value-added tax or similar taxes"). The legally required value-added tax or similar taxes incurred are charged in addition to the net prices, unless the Purchaser is liable for value-added tax or similar taxes by law and the reverse charge procedure or a similar mechanism is to be applied.

2. 除非另有約定，否則所有價格均為不包含增值稅、銷售稅、營業稅和類似稅款（以下統稱為“增值稅或類似稅款”）的淨價。法律規定的增值稅或相關類似稅款是在淨價之外收取的，除非買方需要依法承擔增值稅或類似稅款，並且逆向徵稅程序或類似機制將適用。

The Purchaser shall support the Seller to the best of its ability in acquiring a tax exemption or the application of a zero tax rate for the deliveries. The Purchaser shall transfer to the Seller all documents requested in this context within 14 days of a written request to do so by the Seller (e.g. exemption certificates for deliveries, confirmation of arrival for deliveries internal to the EU, or proofs of export where relevant). If the Seller is subject to an obligation to pay value-added tax or similar taxes resulting from a breach of obligations arising from this paragraph on the part of the Purchaser, the Purchaser must reimburse the Seller for this value-added tax or similar taxes.

買方應盡其所能幫助賣方為交付貨物獲得免稅或適用零稅率。買方應在賣方提出書面要求後十四天（14天）內向賣方提交所有相關檔（例如交貨免稅證明、歐盟內部交貨的到貨確認書或相關出口證明）。對於由於買方違反本條

款規定的義務而導致的賣方支付增值稅或類似稅款，則買方必須向賣方償還賣方已經支付的增值稅或類似稅款。

Should the payment be subject to statutory withholding tax, the Purchaser must retain the withholding tax only in the amount permitted in accordance with the national law in the Purchaser's country of domicile, and must pay this to the financial authority on behalf of the Seller.

如果在買方向賣方支付款項時需要繳納法定預扣稅款，則買方必須僅按照買方所在國的國家法律規定的金額保留預扣稅款，並代表賣方向財政機關支付該稅款。

Should a Double Taxation Convention ("DTC") exist between Hong Kong, China and the Purchaser's country of domicile, the Purchaser shall only be permitted to withhold the maximum withholding tax contribution provided for in the applicable DTC from the Seller, provided the conditions for a reduction in withholding tax (where applicable to zero) are present.

如果中國香港和買方所在國之間存在雙重徵稅協定，買方只能在預扣稅減免（適用於零稅率）的條件下，從向賣方支付的款項中預扣適用雙重徵稅協定中規定的最大預扣稅款。

The Seller shall be responsible for fulfilling the formal requirements for a reduction in withholding tax (where applicable to zero). All necessary applications and certificates of residence must be produced and procured by the Seller.

賣方應負責滿足預扣稅減免（如適用於零稅率）的正式要求，賣方必須出示並獲取所有必要的申請和居住證明。

The Purchaser is required to support the Seller to the best of its ability in acquiring a reduction in withholding tax (where applicable to zero).

買方需要盡其所能幫助賣方獲得預扣稅減免（適用於零稅率）。

The Purchaser undertakes to provide the Seller with official proof of the tax paid on the Seller's account and to provide such proof immediately and without prompting.

買方承諾向賣方提供稅務機關出具的完稅證明（該稅款由賣方承擔），並且無需賣方提示立即提供該等證明。

3. Prices shall be based on the cost basis given at the time of the quotation. In the event of material changes to this cost basis before receipt of the order confirmation, the Seller reserves the right to adjust the price. A change of at least 5% shall be deemed material. In this case, the Purchaser shall be entitled to withdraw within 2 weeks of receipt of the order confirmation.

價格應基於報價時給出的成本基礎。如果在收到《訂單確認函》之前，該等成本基礎發生重大變化，賣方保留調整價格的權利。重大變化應當是指至少百分之五（5%）的變化。在這種情況下，買方有權在收到《訂單確認函》後兩（2）周內撤回訂單。

III. Payment - delay in payment, offsetting and right of retention

三、付款——延遲付款、沖抵和保留權

1. The purchase price and prices for additional services shall be due for payment when the purchased item is delivered and the invoice is handed over or sent. The payment of the purchase price must be made free of charge to the account specified by the Seller according to the agreements reached.

1. 貨物款項和額外服務的價格應在交付所購產品並交出或發送發票時予以支付。根據雙方之間達成的協議，買方必須將貨物款項支付到賣方指定的帳戶中，無需多支付其他費用。

Payment of the purchase price must be made from a bank account belonging to the buyer. Exceptions to this are the following:

- Cash payments up to a maximum value of €9,999.99
- Payments by a third party, insofar as this has been agreed in advance in writing with the seller (e.g. cash pooling, leasing or financing).

必須從屬於買方的銀行帳戶中支付貨物款項。以下情況除外：

- 最高價值為9,999.99歐元的現金支付；
- 由協力廠商進行的付款，只要事先與賣方達成書面協議（例如現金池、租借或融資）。

Letters of credit, bills of exchange, cheques and payment orders shall be accepted only in accordance with an agreement and only in payment, not in lieu of performance, and all bill, collection and other expenses shall be payable by the Purchaser. Forwarding and prolongation shall not count as performance. The Seller shall not assume any liability for on-time

submission, protestation, notification and return in the event of dishonouring. Interest shall not be paid on any advance payments.

信用證、匯票、支票和付款通知只能根據協議接受，只能作為付款，而不能代替履約。所有帳單、收款和其他費用應由買方予以支付。發貨和延期均不應被視為履約。在賣方及時提交、聲明、通知和退貨的情況下，如果任何信用證、匯票、支票等被拒絕兌現，賣方不承擔在該等情況下出現的任何責任。任何預付款均不需要支付利息。

Should the Purchaser delay payment of the purchase price, the Seller shall be entitled to demand interest on arrears at a rate of 9 percentage points above the main refinancing operations rate of the European Central Bank (ECB) (www.bundesbank.de).

如果買方延遲支付貨物款項，賣方有權要求買方支付拖欠款項的利息，利率為歐洲中央銀行 (www.bundesbank.de) 主要再融資業務利率以上九 (9) 個百分點。

- The Purchaser may offset claims of the Seller only where the Purchaser's claim is undisputed or legally enforceable. The aforementioned excludes any counter-claims made by the Purchaser arising from the same contractual relationship. The Purchaser may only assert a right of retention where it relates to claims arising from the Purchase Agreement.

買方不能沖抵賣方的索賠，除非買方的索賠是沒有爭議或者可依法執行的。上述規定不包括買方因同一合同關係而提出的任何反索賠。買方只能在與《購買協議》引起的索賠有關的情況下主張保留權。

- If the Purchaser is required to pay interest and costs outside the principal service, then any payment by the Purchaser that is insufficient to redeem the entire debt shall first be offset against the costs, then against the interest and finally against the principal service.

如果買方需要支付本金之外的利息和費用，而且買方支付的款項不足以償還全部債務，那麼買方支付的這筆款項應首先沖抵成本，然後沖抵利息，最後沖抵本金。

- Any deposit / Down-payment from the Purchaser is non-refundable unless it's agreed by the Seller.**

除非賣方同意所有預付款都是不能退款的

IV. Delivery and delay in delivery

四、交貨和延遲交貨

- Delivery dates and lead times may be agreed as binding or non-binding, and shall be fixed in writing. Unless otherwise agreed, the delivery lead time shall commence on the date of the written order confirmation, after all technical and commercial details have been clarified and all agreed payments on account have been made. The deadline shall be deemed met if the shipment is ready for dispatch within the delivery lead time and the Purchaser is informed of this.

- 交貨日期和交付週期可以約定為具有約束力或不具有約束力，並應以書面形式確定。除非另有約定，在所有技術和商業細節都已闡明，並已支付所有約定的預付款之後，交付週期應從書面訂單確認函之日起開始計算。如果貨物在交付週期內準備好發貨，並已經通知買方，則視為按時交貨。

In the case of spare parts, the deadline shall be deemed met if the parts are made available or dispatched ex works within the period.

對於零部件，如果零部件在交付週期內提供或出廠，則應視為按時交付。

If during the delivery period the Purchaser demands any changes to the design or the scope of delivery or fails to fulfil its contractual obligations promptly when they become due, this shall result in an interruption of the delivery period; the Seller shall not be responsible for any resulting delays in delivery. The Seller shall be entitled to make partial deliveries.

如果在交貨期內，買方要求對設計或交付範圍進行任何變更，或者買方未能在到期時及時履行其合同義務，這樣將導致交貨期中斷；賣方對由此造成的交貨延誤不承擔任何責任。賣方有權進行部分交貨。

- If a non-binding delivery deadline or a non-binding delivery lead time is exceeded by 6 weeks, the Purchaser shall be entitled to call upon the Seller to deliver. On receipt of such a request the Seller shall be deemed to be in default. If the Purchaser is entitled to claim compensation for the delay in delivery, this shall be limited to a maximum of 5% of the agreed purchase price if the Seller has acted with ordinary negligence.

如果不具有約束力的交貨期或不具有約束力的交付週期超過六 (6) 周，買方有權要求賣方交付。在這種情況下，賣方收到買方要求交貨的請求後，賣方應被視為違約。如果買方有權就賣方延遲交貨要求賠償，並且賣方發生一般過失行為，則賠償金額應限制在約定購買價格的百分之五 (5%) 以內。

- If, in addition, the Purchaser wishes to withdraw from the agreement and/or demand compensation instead of performance, it must, after expiry of the 6-week period specified in Subsection 2, sentence 1 of this Section, set the Seller a reasonable time limit for the delivery. Compensation claims in the event of slight negligence are ruled out.

此外，如果買方希望撤銷協議和/或要求賣方賠償而非履約，則必須在本條第2款第1句規定的六 (6) 週期限到期後，為賣方設定合理的交貨期限。如果賣方發生輕微過失行為，買方則不需要向賣方索賠。

If, whilst the Seller is in default, a chance incident makes it impossible for it to deliver, it shall nevertheless be liable subject to the aforementioned liability limitations. The Seller shall not be liable if the loss or damage would have occurred even if delivery had been made on time.

如果在賣方違約期間，偶然事故導致賣方無法交付貨物，則賣方仍應根據上述責任限制承擔責任。賣方按時交貨，如果發生損失或損壞，賣方也不承擔責任。

- If a binding delivery deadline or a binding delivery period is exceeded, the Seller is already in default when the delivery deadline or delivery period is exceeded. The rights of the Purchaser are then determined in accordance with Subsection 2, sentence 3 and Subsection 3 of this Section.

如果超過具有約束力的交貨期限或有約束力的交貨期，則當超過交貨期限或交貨期時，賣方已經被視為違約。買方的權利應根據本條第2款第3句和第3款予以確定。

- The limitations of liability and exclusions of liability set out in this Section do not apply to damage arising from grossly negligent or intentional breach of duty by the Seller, its legal representative or agent, or in the event of loss of life, bodily injury, or damage to health.

本條規定的責任限制和責任免除不適用於因賣方、賣方之法定代表人或代理人的嚴重過失或故意違反義務造成的損害，也不適用於因生命損失、人身傷害或健康損害造成的損害。

- In the case of force majeure or disruption of operations at the Seller's or at its suppliers' in which the Seller through no fault of its own is temporarily unable to deliver the purchased item by the date agreed or within the period agreed, the periods and deadlines named in Subsections 1 to 4 of this Section shall be extended by the duration of the disruption caused by these circumstances. If such

disruptions cause a delay in performance of more than 6 months, the Purchaser shall be entitled to withdraw from the Agreement. Other rights to withdraw from the Agreement shall remain unaffected.

如果發生不可抗力或賣方或其供應商的運營中斷，且賣方非因自身原因暫時無法在約定日期或約定期限內交付所購產品，則本條第1款至第4款中規定的期限和截止日期應順應延長 (延長天數相當於由於這些情況造成的中斷時間天數)。如果該等中斷導致履約延遲超過六 (6) 個月，買方有權撤銷本協議。買方撤銷本協議之後的其他權利不受影響。

- If the Purchaser exercises its right to withdraw from the Agreement on account of failure to meet the delivery period, the Purchaser shall, in addition to repayment of any advance payment made, also be entitled to demand interest at a rate of 9 percentage points above the main refinancing operations rate of the ECB (www.bundesbank.de).

如果買方因賣方未能滿足交貨期而使撤銷協議的權利，則買方有權要求賣方退還買方已經支付的任何預付款，還有權要求賣方支付歐洲中央銀行 (www.bundesbank.de) 主要再融資業務利率以上九 (9) 個百分點的利息。

- The Seller reserves the right to make changes to the construction, design, and colour of the scope of delivery during the delivery period provided that, when taking into account the interests of the Seller, the changes are not unreasonable for the Purchaser. If the Seller uses characters or numbers to designate the purchase order or the purchased item, no rights may be derived solely from this. Any information that is provided in descriptions that are valid at the time the Agreement is concluded and that concern the scope of delivery, appearance, services, dimensions and weights, fuel consumption, operating costs, freight rates and other values relating to the purchased item shall be deemed approximate. They shall serve as a yardstick for determining if the purchased item is free of defects pursuant to Section VII. "Liability for defects".

賣方保留在交貨期內對交貨範圍的結構、設計和顏色進行變更的權利，但在考慮到賣方利益的情況下，這些變更對買方來說應是合理的。如果賣方使用文字或數字來指定採購訂單或所購產品，這些文字或數字僅用於說明，不會賦予賣方任何權利。在本協議簽訂時有效的說明中提供的任何資訊，如涉及交貨範圍、外觀、服務、尺寸和重量、燃料消耗、運營成本、運費和與所購產品有關的其他數值，均應視為近似資訊。這些資訊應作為依據第七條“瑕疵擔保責任”確定所購產品是否無瑕疵的標準。

V. Acceptance and shipment

五、驗收和裝運

- The Purchaser shall be entitled to inspect the purchased item at the agreed acceptance location within 6 days following notification that the purchased item is ready for dispatch. The right to perform an inspection shall be deemed to have been tacitly renounced if the inspection is not carried out within the specified period or if the dispatch order is issued.

- 買方有權在收到所購產品準備發貨的通知後六 (6) 天內，在約定的驗收地點對所購產品進行檢驗。如果買方未在規定期限內對所購產品進行檢驗或已經發出發運單，則應視為買方已經默認放棄進行檢驗的權利。

The purchased item shall then be deemed to have been transferred and duly delivered when it is delivered to the Purchaser or its appointed agent.

當所購產品交付給買方或其指定的代理人時，即被視為已轉讓並按時交付。



MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories are dispatched without prior indication of readiness for dispatch. Should the contents of a shipment with undamaged packaging not comply with the shipping note, notification of this must be received by the Seller within 21 days of receipt; complaints or claims must be made in the same period using the forms provided by the Seller or using an IT system made available by the Seller. If the above action is not taken, the delivery is considered to have been duly accepted.

MAN原裝零部件、MAN原裝零部件ecoline和MAN原裝配件在不需要事先表示準備發貨的情況下予以發貨。如果包裝未損壞的貨物內容與裝運通知不符，買方必須在收到該等貨物後的二十一（21）天內通知賣方；同時，買方必須使用賣方提供的表格或賣方提供的IT系統進行投訴或索賠。如果買方未採取上述行動，則視為交貨已被正式接受。

Provided that no contractual agreements to the contrary exist in individual cases, all risks are transferred to the Purchaser upon dispatch of the purchased item ex works. If, after notification of readiness for dispatch, the Purchaser delays for more than 2 weeks in taking possession of the purchased item, in issuing the shipping instructions, in fulfilling the payment agreements or in providing the agreed surety, then, after the expiry of an appropriate period of grace that has been stipulated in writing, the Seller shall be entitled to demand 15% of the purchase price as compensation. This compensation shall be higher or lower, if the Seller can furnish proof of a larger extent of damage or the Purchaser can furnish proof of a smaller extent of damage, or of no damage whatsoever.

如果在個別情況下不存在相反的合同協議，則所有風險在所購產品出廠時轉移給買方。如果在發出貨物準備就緒通知後，買方在接管所購產品、發出裝運指示、履行付款協議或提供約定擔保方面延遲超過兩（2）周，則在書面規定的適當寬限期到期後，賣方有權要求買方支付購買價格的百分之十五（15%）作為賠償金。如果賣方能夠提供更嚴重程度的損壞證明，那麼該賠償金額應該更高；或者如果買方能夠提供更輕微程度的損壞或沒有任何損壞的證明，那麼該賠償金額應該更低。

2. If the Seller does not exercise its right under Subsection 1 of this Section, it shall then, without prejudice to its other rights, be entitled to dispose freely of the purchased item and to deliver an equivalent purchased item in its place in accordance with the terms of the Agreement and within a reasonable period.

如果賣方未行使其在本條第1款下的權利，則在不影響賣方其他權利的情况下，賣方有權根據本協議條款在合理期限內自由處置所購產品，並在其所在地交付同等的所購產品。

3. All transport containers and transport frames shall remain the property of the Seller and must be returned by the Purchaser to the respective supplying plant immediately and free of charge. The Seller shall be entitled to charge the Purchaser a security deposit for any transport containers delivered. The corresponding amount of the security deposit shall be credited to the Purchaser when the transport containers are returned. The amount of the respective security deposit shall be based on rates which shall be set at the Seller's discretion.

所有運輸集裝箱和運輸車架應歸賣方所有，買方必須立即免費將它們退還給相關的供應工廠。賣方有權就交付的任何運輸集裝箱向買方收取保證金。當買方退回運輸集裝箱時，賣方應將相應金額的保證金返還給買方。相應保證金的金額應基於賣方自行決定的費率。

Security deposits shall be billed at regular intervals to be set by the Seller. Payment of the security deposit shall be made without cash, through bank transfer or by cheque.

保證金應定期支付，具體付款週期由賣方決定。不得使用現金來支付保證金，應通過銀行轉賬或支票予以支付。

The Seller reserves the right to charge deposits for all types of containers.

賣方保留對所有類型的集裝箱收取押金的權利。

VI. Retention of title

六、所有權保留

1. The purchased item shall remain the property of the Seller until the Purchaser has fulfilled the Seller's claims under the Purchase Agreement. The retention of title shall also apply to claims of the Seller against the Purchaser that arise during the normal course of business, until the claims in connection with the purchase are settled.

在買方解決賣方在《購買協議》項下提出的索賠之前，所購產品應始終是賣方的財產。所有權保留也適用於買方在正常業務過程中對賣方提出的索賠，直到與購買有關的索賠得到解決。

At the Purchaser's request, the Seller shall be obliged to waive its retention of title if the Purchaser has incontrovertibly fulfilled all obligations in connection with the purchased item, and adequate security is available for the remaining claims arising from normal business relations.

應買方的要求，如果買方已無可爭議地履行了與所購產品有關的所有義務，並且正常商業關係產生的尚未解決的索賠有足夠的擔保，則賣方應當放棄保留所有權。

The Purchaser who is a member of the Seller's sales network and the Purchaser who provides more than just insignificant value creation on the object of purchase, are entitled to resell the object of purchase in the normal course of business. The same applies to all Purchasers from the above-mentioned group of purchasers for MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories. The Purchaser hereby assigns to the Seller the Purchaser's claims arising from the resale of the purchased item in the amount of the purchase price agreed with the Seller. This assignment shall apply irrespective of whether the purchased item has been resold without, or only after, processing. The Purchaser shall remain entitled to collect the claim even after the assignment. The Seller's entitlement to also collect the claim shall remain unaffected by this. However, the Seller shall not collect the claim as long as the Purchaser meets its payment obligations, is not in default and, in particular, has not applied to institute insolvency proceedings. While retention of title applies, the Seller is entitled to have Section II of the vehicle registration document in its possession.

如果買方是賣方銷售網絡中的一員，並且在購買標的物上提供很多價值創造，那麼買方有權在正常業務過程中轉售購買標的物。該規定同樣適用於上述MAN原裝零部件、MAN原裝零部件ecoline和MAN原裝配件買方群體中的所有買方。買方特此將買方因轉售所購產品而產生的所有權按照與賣方商定的購買價格轉讓給賣方。無論所購產品是否在未經處理的情況下轉售，或僅在處理後轉售，本轉讓條款均適用。即使在轉讓之後，買方仍有權領取索賠。賣方領取索賠的權利不受轉讓的影響。但是，只要買方履行其付款義務，沒有違約，特別是沒有申請啟動破產程序，賣方就不應領取索賠。在保留所有權適用的情況下，賣方有權擁有車輛登記檔第二部分。

2. Should the Purchaser fail to pay the purchase price due and prices for additional services or fails to pay in accordance with the terms of this contract, the Seller shall be entitled to withdraw from the contract and/or in the event of a culpable breach of contractual obligations on the part of the Purchaser shall be entitled to claim compensation instead of performance if the Seller has given the Purchaser notice to remedy the breach without result, unless such notice is deemed unnecessary according to the statutory provisions. Without prejudice to the Purchaser's payment obligations, the Seller shall be entitled to sell the retrieved purchased item, plus accessories, on the open market at the best possible terms. The Seller shall, at its discretion, also be entitled to arrange for a publicly appointed and sworn expert to ascertain the customary value of the purchased item. The Purchaser shall bear all costs of the retrieval and realisation of the purchased item. The realisation costs shall be 5% of the customary sale value, without provision of proof. They shall be set higher or lower if the Seller can furnish proof of higher costs or the Purchaser can furnish proof that lower costs or no costs at all have been incurred. If the Purchaser fails to fulfill its obligations, and if the Seller asserts its retention of title, under no circumstances may it be claimed by way of objection that the purchased item is required to maintain the Purchaser's business.

如果買方未能支付到期貨物款項和額外服務價格，或者未能按照本合同條款進行支付，賣方有權解除合同，而且/或者如果買方嚴重違反合同義務，並且買方已向買方發出通知讓其糾正違約行為而無結果，則賣方有權要求買方進行賠償而非履行合同，除非根據法律規定，該通知被認為是不必要的。在不影響買方付款義務的情况下，賣方有權在公開市場上以盡可能好的價格出售收回的所購產品及其配件。賣方也有權自行決定安排一名公開委任的公證專家來確定所購產品的常規價值。賣方應承擔賣方在收回並變現所購產品的過程中發生的所有費用。變現成本應為常規銷售價值的百分之五（5%），無需提供證明。如果賣方能夠提供發生了較高成本的證明，那麼該變現成本金額將會更高；如果買方能夠提供發生了較低成本或根本沒有成本的證明，那麼該變現成本金額將會更低。如果買方未能履行其義務，並且賣方主張保留所有權，則在任何情況下都不得以反對的方式聲稱所購產品是為了維持買方的業務。

3. While the retention of title applies, the object of purchase may not be pledged or transferred by way of security without the Seller's written consent.

在保留所有權適用的情況下，未經賣方書面同意，不得以擔保的方式質押或轉讓購買標的物。

In the event of an intervention by creditors of the Purchaser and, in particular, in the event of an attachment in execution of the object purchased, the Purchaser shall notify the Seller thereof by registered letter. The costs of the measures to eliminate the intervention, including the costs of intervention proceedings in particular, shall be borne by the Purchaser if the Seller is unable to recover such costs from the opposing party.

如果買方的債權人進行幹預，特別是在執行所購標的物時發生扣押，買方應通過掛號信立即通知賣方。如果賣方無法從對方處收回相關費用，則買方採取的消除幹預的措施發生的費用，尤其包括幹預訴訟費用的費用，應由買方承擔。

During the period of retention of title the Purchaser must insure the purchased item for theft, burglary, fire, third-party liability and damage with the proviso that the Seller shall be entitled to the rights under the insurance policy until payment in full of the remaining amounts due. The insurance policy, and also premium receipts, shall be submitted to the Seller on request. During the period of the retention of title, the Purchaser is obliged to maintain the purchased item in proper condition and immediately and professionally conduct any repairs that become necessary.

在所有權保留期間，買方必須為所購產品投保盜竊險、入室盜竊險、火災險、協力廠商責任險和損害險，但前提是買方有權享有保險單項下的權利，直到買方全額支付剩餘應付款項。保險單和保險費收據應根據買方的要求提交給賣方。在保留所有權期間，買方有義務妥善維持所購產品，並及時專業地進行任何必要的維修。

4. If the country in which the purchased item is located does not permit retention of title but allows the Seller to reserve other rights to the purchased item, then the Seller may exercise such rights. The Purchaser is obliged to take all measures at its own expense that are necessary to enable the right to

ownership or, in place of this, other rights to the purchased item to enter into force or be upheld.

如果所購產品所在的國家不允許保留所有權，但允許賣方保留對所購產品的其他權利，則賣方可以行使該等權利。買方有義務自費採取一切必要措施，使所購產品之所有權或其他權利生效或得到維護。

- The Seller has the right to waive the rights to retention of title that are regulated in this Section by means of a written notification to this effect to the Purchaser. The Purchaser shall agree to the waiver by accepting the service provision that it has commissioned and/or delivery of goods by the Seller immediately succeeding the submission of the notification of the waiver, or by issuing a written declaration to the Seller.

賣方有權通過向買方發出書面通知的方式放棄本條款規定的保留所有權的權利。買方應在賣方提交棄權通知後或向賣方發出書面聲明後，立即接受賣方委託提供的服務和/或交付的貨物，從而同意棄權。

VII. Liability for defects

七、瑕疵擔保責任

- The Purchaser's right to assert claims on account of defects in the purchased item shall expire 12 months after delivery of the purchased item. If the purchased item is sold on to the end customer (contracting partner of the Purchaser), then claims shall expire 12 months after the purchased item is delivered to the end customer, provided that delivery to the end customer is effected within 12 months of the purchased item being completed by the Seller, unless one of the following provisions applies.

- 買方就所購產品的瑕疵提出索賠的權利應在所購產品交付後十二個（12）個月到期。如果所購產品被出售給最終客戶（買方的合同合作夥伴），則索賠應在所購產品交付給最終客戶十二個（12）個月後到期，前提是賣方完成所購產品後十二個（12）個月內向最終客戶交付，除非以下規定之一適用。

Claims of the Purchaser on account of defects in the purchased items specifically listed below shall expire as follows:

買方因下文列出的所購產品存在的瑕疵而提出的索賠應在以下情況下失效：

- Due to defects in drive chain assemblies installed in new commercial vehicles (engine, gearbox, transfer case and drive axle(s) – known as the driveline) (except for attachments for these units) within 24 months of delivery of the purchased item to the end customer or after 36 months of completion of the purchased item by the seller, whichever is reached first; these deadlines apply exclusively to the following components in fully electric city buses: high-voltage battery, battery modules, BMS battery management system, CMC cell management controller and battery housing.
 - 由於新商用車上安裝的傳動鏈總成（發動機、變速箱、分動箱和驅動軸——稱為動力傳動系統）（這些裝置的附件除外）存在瑕疵，在將所購產品交付給最終客戶後二十四（24）個月內或賣方完成所購產品後三十六（36）個月內，以時間先到者為準；這些截止日期僅適用於全電動城市客車中的以下組件：高壓電池、電池模組、BMS電池管理系統、CMC電池管理控制器和電池外殼。
- On account of defects in new and replacement components relating to the engine, gearbox and driven axles within 24 months of installation (with unlimited mileage within the first 12 months of installation, and then up to a mileage of max. 200,000 km) or within 30 months of these components being completed by the Seller, whichever occurs first;
 - 由於與發動機、變速箱以及與驅動軸相關的新部件和更換部件在安裝後二十四（24）個月內（在安裝後的前十二個（12）個月內不限里程，累積里程最多不超過20萬公里）或賣方完成這些部件後三十（30）個月內記憶體在瑕疵，以先發生的為準；
- On account of defects in MAN Genuine Parts, MAN Genuine Parts ecoline and MAN Genuine Accessories within 24 months of delivery.
 - 由於MAN原裝零部件、MAN原裝零部件ecoline和MAN原裝配件在交付後二十四（24）個月記憶體在瑕疵。
- For transporters / minibuses with the model designation MAN TGE a period of limitation of 24 months after delivery of the object of purchase shall apply, irrespective of the approval type. In the event of resale to the end customer, the right to assert claims shall expire 24 months after delivery of the purchased item to the end customer provided that the purchased item is delivered to the end customer within 12 months of its completion by the Seller.
 - 對於型號為MAN TGE的運輸車/小型客車，無論批准類型如何，均應在交付購買標的後二十四（24）個月內適用。如果轉售給最終客戶，索賠權應在所購產品交付給最終客戶後二十四（24）個月到期，前提是所購產品在賣方完成後十二（12）個月內交付給最終用戶。
- The reduction of the periods prescribed by the statute of limitations in sentences 1 and 2 of Subsection 1 shall not apply to damage arising from a grossly negligent or an intentional breach of its obligations by the Seller, its legal representatives or agents, or in the event of loss of life, bodily injury, or damage to health.
 - 第1款第1句和第2句中法定時效規定的期限縮短不適用於因賣方、賣方法定代理人或代理人嚴重過失或故意違反義務造成的損害，也不適用於因生命損失、人身傷害或健康損害造成的損害。

- If, in accordance with the statutory regulations, the Seller is liable for damage caused by slight negligence, the Purchaser's liability is limited:

如果根據法律規定，賣方對輕微過失造成的損害負責，買方的責任是有限的：

Liability shall apply only in the event that material contractual obligations are breached, such as those that the Purchase Agreement intends to impose on the Seller by virtue of its very content and purpose or whose performance is a prerequisite for the proper execution of the Purchase Agreement in the first place, and on compliance with which the Purchaser may, and does, regularly rely. This liability shall be limited to the typical damage foreseeable at the time the Agreement was concluded. Insofar as the damage is covered by insurance taken out by the Purchaser for the type of damage in question (fixed-sum insurance policies are excluded), the Seller shall be liable only for possible concomitant disadvantages for the Purchaser (e.g. higher insurance premiums or interest-related disadvantages) until the claim in question has been settled by the insurance company.

只有在重大合同義務被違反的情況下，才需要承擔責任，這些責任包括《購買協議》中規定的賣方需要履行的以滿足《購買協議》目的之責任，或者作為正確執行《購買協議》之先決條件的責任，以及買方可能且確實經常依賴以遵守合同的責任。該等責任僅限於協議簽訂時可預見的典型損害。只要買方為相關損害類型購買了保險（不包括定額保險單）

，賣方應僅對買方可能發生的不利情況（例如更高的保險費或與利息相關的不利情況）負責，直到保險公司解決相關索賠。

Personal liability of the legal representatives, agents and employees of the Seller's company for loss or damage caused by ordinary negligence on their part is excluded.

賣方公司的法定代表人、代理人 and 雇員因其一般過失造成的損失或損害的個人責任除外。

Subclause 2 of this clause applies accordingly to the aforementioned limitation of liability and the aforementioned exclusion of liability.

相應地，本條款第2款適用於上述責任限制和上述責任免除。

- Irrespective of whether the Seller is at fault, any liability of the Seller in respect of fraudulent concealment of a defect, from taking over a warranty or a procurement risk and according to the product liability law shall remain unaffected.

- 無論賣方是否有過錯，根據產品責任法，賣方因欺詐性隱瞞瑕疵而需要承擔的任何保修或採購風險責任均不受影響。

- If the purchased item is an xKD set, the regulations regarding liability for defects, as set out under Subsection 1, sentence 1 and Subsection 1a of this Section, shall apply with the following modifications:

- 如果所購產品是xKD套件，則本條款第1款第1句和第1a款中規定的有關瑕疵擔保責任的規定應適用，並進行以下修改：

- The date of completion of the purchased item by the Seller in accordance with Subsection 1, sentence 1 and Subsection 1a of this Section is deemed to be the date on which the Seller delivers the purchased item to the Purchaser.

- 賣方根據本條款第1款第1句和第1a款的規定完成所購產品的日期視為賣方將所購產品交付給買方的日期。

- The phrase "in new commercial vehicles" in Subsection 1a of this Section shall be replaced by "in new commercial vehicles or xKD sets".

- 本條款第1a款中的短語“在新的商用車中”應替換為“在新的商用車或xKD套件中”。

- Moreover, the Seller shall provide a guarantee against rust corrosion of truck cabs for a period of 60 months from the date of first registration or 66 months from the date of completion by the Seller / delivery of xKD sets from the Seller to the Purchaser, whichever occurs first.

- 此外，賣方應該自首次登記之日起六十（60）個月或自賣方完成/賣方向買方交付xKD套件之日起六十六（66）個月（以時間先發生者為準）保證貨車駕駛室不致鐵鏽腐蝕。

Prerequisites for this areas follows:

其前提條件如下：

- Any preservation work in accordance with the maintenance instructions must be carried out by an authorised workshop (the Purchaser must provide the Seller with proof or the guarantee shall expire).

- 根據維護說明進行的任何維護工作必須由授權門店進行（買方必須向賣方提供證明，否則保修將到期）。

- Any mechanical defects that occur must be rectified by a specialist workshop. Protective body-cavity coatings must be applied in accordance with the Seller's instructions.

- 任何出現的機械瑕疵都必須由專業維修廠進行糾正。必須按照賣方的說明塗覆保護性體腔塗層。

- The paint and body guarantee for transporters with the MAN TGE model designation is governed by the stipulations of Appendix 1 to these Terms & Conditions.

- MAN TGE型號的運輸工具的油漆和車身保修需要遵守本條款和條件附錄1的規定。

- In respect of the procedure for the elimination of defects, the following shall apply:

關於消除瑕疵的程式，應適用以下規定：

- a. The Purchaser shall address claims in respect of defects to the Seller. In the event of oral notification of claims, the Purchaser shall be provided with a written confirmation of receipt of the notification in question.
 - a. 買方應向賣方提出與瑕疵有關的索賠。如果買方是口頭索賠通知，那麼賣方應向買方提供收到相關通知的書面確認函。
 - b. If the purchased item breaks down because of a defect, the Purchaser may, with the Seller's prior consent, contact a different specialist workshop.
 - b. 如果所購產品因瑕疵而發生故障，買方可在獲得賣方事先同意的情况下，聯繫另一家專業維修廠。
 - c. For the parts that are installed in the course of the elimination of defects, the Purchaser is entitled to make claims arising from defects until the period of limitation of liability for the purchased item under the purchase agreement has expired.
 - c. 對於在消除瑕疵過程中安裝的零部件，買方有權就瑕疵提出索賠，直到《購買協議》項下所購產品的責任限制期到期。
 - d. Any parts that are replaced become the property of the Seller.
 - d. 任何被更換的零部件均為賣方的財產。

9. Changes in ownership of the purchased item shall not affect claims for elimination of defects.
 所購產品所有權的變更不應影響消除瑕疵的索賠。
 9. No defects / guarantee cases shall apply in the event of, for example, damage due to

對於因為以下原因造成的損壞，不適用任何瑕疵/保修情況，例如：

- the effect of an external mechanical force
- 外部機械力的作用
- failure to adhere to the Operator's Manual
- 未能遵守操作手冊
- the omission of prescribed maintenance work or incorrect performance of maintenance work
- 沒有進行規定的維護或錯誤地執行維護
- improperly modified parts
- 不當修改零部件
- installation of parts from third parties
- 由協力廠商安裝零部件
- normal wear, in particular of batteries, clutch linings, brake linings, brake drums, V-belts, bearings, trailer couplings, fifth-wheel couplings, windscreen wiper blades, glass (physical damage), bulbs, spiral hoses and spiral cables
- 正常磨損，尤其是蓄電池、離合器襯片、制動器襯片、制動鼓、V形皮帶、軸承、掛鉤裝置、第五輪連接器、擋風玻璃雨刮片、玻璃（物理損壞）、燈泡、螺旋膠管和螺旋電纜
- incorrect handling
- 錯誤的搬運
- consequences of accidents
- 事故後果
- blocked or soiled fuel lines or filters, or
- 在 case of a component-related reduction in the battery capacity of high-voltage batteries over time, provided that this value does not fall below 70% of the installed capacity before the expiry of the liability for defects or warranty period, or
- 如果高壓電池的電池容量隨著時間的推移出現衰減，前提是該值在瑕疵擔保責任或保修期到期前不低於裝機容量的70%，或者如果高壓電池的瑕疵是由於錯誤充電造成的。
- 燃油管道或篩檢程式堵塞或髒汙，或者

如果高壓電池的電池容量隨著時間的推移出現衰減，前提是該值在瑕疵擔保責任或保修期到期前不低於裝機容量的70%，或者如果高壓電池的瑕疵是由於錯誤充電造成的。

VIII. Liability for other forms of loss or damage

八、其他形式的損失或損害的責任

1. Other claims on the part of the Purchaser that are not regulated by Section VII. "Liability for defects" shall lapse in accordance with the statutory periods for the limitation of liability.
1. 對於第七條“瑕疵擔保責任”沒有規定的買方的其他索賠，應當按照法定的責任限制期限予以終止。
2. Liability for delay in delivery is definitively stipulated in Section IV. "Delivery and delay in delivery". For any other claims for compensation against the Seller, the provisions of Subsections 2, 3, and 4 of Section VII. "Liability for defects" shall apply mutatis mutandis.
2. 延遲交貨需要承擔的責任在第四條“交貨和延遲交貨”中有明確規定。對於針對賣方的任何其他賠償要求，應該參見第七條“瑕疵擔保責任”第2款、第3款和第4款的規定比適用。

IX. Consent to the sharing of data - Connected Vehicle

九、同意共用數據——聯網車輛

1. Functions 功能

The purchased item is a "Connected Vehicle". This means that data is transmitted from the vehicle to a "back-end" at MAN Truck & Bus SE ("MAN T&B") or to its affiliate within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) TB Digital Services GmbH ("TBDS"), Munich. TBDS operates the RIO platform ("https://start.rio.cloud/"), via which a range of fleet management and logistics services can be used by the Purchaser. These services are based on the data transmitted from the Connected Vehicle.

所購產品是一輛“聯網車輛”。這意味著數據從車輛傳輸到MAN Truck & Bus 公司（以下簡稱為“MAN T&B”）的後端，或傳輸到其附屬公司TB數據服務股份有限公司（以下簡稱為“TBDS”，一家位於德國慕尼黑的公司），具體定義詳見《德國股份公司法》第15條規定。TBDS操作RIO平臺（網址為：<https://start.rio.cloud/>），買方可通過該平臺使用一系列車隊管理和物流服務。這些服務都是基於從聯網車輛傳輸的數據。

2. Data 數據

The data transmitted from the purchased item to MAN T&B and TBDS may also include personal data in connection with the vehicle identification number. The following data is transmitted from the purchased item to MAN T&B and TBDS, for example:

從所購產品傳輸到MAN T&B和TBDS的數據也可能包括與車輛識別號有關的個人數據。以下數據從所購產品傳輸到MAN T&B和TBDS，例如：

- Vehicle status information (e.g. engine speed, road speed, fuel consumption)
- 車輛狀態資訊（例如發動機轉速、行駛速度、油耗）
- Ambient conditions, (e.g. temperature, rain sensor, distance sensor)
- 環境條件（例如溫度、雨水感測器、距離感測器）
- Operating statuses of system components (e.g. fluid levels, tyre pressure, battery status)
- 系統部件的運行狀態（例如液位、輪胎壓力、電池狀態）
- Malfunctions and defects in important system components (e.g. lights, brakes)
- 重要系統部件（例如燈、制動器）的故障和瑕疵
- Response of systems in specific driving situations (e.g. triggering Emergency Brake Assist, activating stability control systems)
- 系統在特定駕駛狀況下的回應（例如觸發緊急制動輔助系統、啟動穩定性控制系統）
- Information on events harmful to the vehicle
- 對車輛有害的事件資訊
- Position data
- 位置資料

3. Purposes 目的

MAN T&B and TBDS use the data for the provision of services that may also be performed by affiliates of MAN T&B or TBDS within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), and additionally for the following purposes (evaluation results are only generated in anonymised form):

MAN T&B和TBDS將數據用於提供服務，該服務也可能由MAN T&B或TBDS的附屬公司予以提供，具體定義詳見《德國股份公司法》第15條規定，此外該等數據還將用於以下目的（評估結果僅以匿名形式生成）：

- Continuous development of the range of services
- 持續擴展服務範圍
- Plausibility checks and calculation of performance indicators for the reduction in fuel consumption and wear
- 降低油耗和磨損性能指標的合理性檢查和計算
- Error diagnosis and error prevention
- 錯誤診斷和錯誤預防
- Compliance with guarantee obligations and product liability (recall actions)
- 履行保修義務和產品責任（召回行動）
- Improvements to the quality of vehicle functions and product and service optimisations
- 提高車輛功能品質以及優化產品和服務

4. Declaration of consent 同意聲明

The Purchaser agrees that vehicle data recorded in the course of operating the purchased item and potentially relating to a specific person may be transmitted to TBDS and MAN T&B for the purposes specified above
買方同意，在操作所購產品過程中記錄的可能與特定人員相關的車輛數據可以傳輸給TBDS和MAN T&B，以用於上述目的。

All analyses carried out by TBDS and/or MAN T&B are used for the purposes specified above.

TBDS和/或MAN T&B進行的所有分析均用於上述目的。

Your personal data may be disclosed to the investigating authorities or courts upon request.

您的個人數據可能會根據要求向調查機關或法院予以披露。

The Purchaser can revoke its consent to the above transmission of data, effective going forward, by stating this in writing to MAN T&B or TBDS; in the event that consent is revoked, the aforementioned analyses or any other services commissioned by the Purchaser may not be performed if they require data to be transferred.

買方可通過書面形式向MAN T&B或TBDS聲明，撤銷其對上述數據傳輸的同意書，該聲明將繼續生效；在同意書被撤銷的情況下，如果買方要求傳輸數據，則不得進行上述分析或買方委託的任何其他服務。

5. Transfer of fuel and energy consumption data

燃料和能源消耗數據的傳輸

On the basis of EU Commission Implementing Regulation 2021/392 of 4 March 2021, the fuel or energy consumption associated with the vehicle identification number is transferred to the EU Commission for passenger cars and light commercial vehicles. The buyer / vehicle owner may refuse to allow this transfer.

根據2021年3月4日歐盟委員會發布的實施條例2021/392，與車輛識別號相關的燃料或能源消耗數據會上報到歐盟轎車和輕型商用車輛委員會。買方/車主可拒絕該等數據的傳輸。

6. Disposal of the purchased item

6. 所購產品之處置

Should the Purchaser sell the purchased item to a third party, it undertakes to inform the third party of the provisions of this Connected Vehicle clause.

如果買方將所購產品出售給協力廠商，買方承諾將會向協力廠商告知本聯網車輛條款的規定。

X. Export control

十、出口管制

1. The export or re-export of the purchased item may be fully or partially subject to sanctions, export or re-export provisions (e.g. German Foreign Trade and Payments Act (AWG), German Foreign Trade Regulations (AWV), German War Weapons Control Act (KrWaffKontrG), EC Dual-Use Regulation, and US Export Administration Regulations (EAR)) or to rules and regulations on restrictive measures in relation to certain countries, people or regions. The Seller shall be released from the obligation to export or re-export the purchased item with immediate effect if the Seller does not receive the necessary permits for the export or re-export, or does not receive these permits in good time. Under such circumstances, the Seller is entitled to withdraw from a contract that has already been concluded. In this case, the Purchaser is not entitled to claims for damages or reimbursement of expenses.
1. 所購產品的出口或再出口可能全部或部分受到制裁、出口或再出口規定的約束（例如，《德國對外貿易和支付法》、《德國對外貿易條例》、《德國戰爭武器管制法》、《歐共體兩用條例》以及《美國出口管理條例》）或與特定國家、民族或地區有關的限制性措施的規則和條例。如果賣方沒有獲得合法的出口或再出口許可證，或者沒有及時獲得這些許可證，則賣方應立即免除出口或再出口所購產品的義務。在這種情況下，賣方有權撤銷已經簽訂的合同。在這種情況下，買方無權要求賣方賠償損失或補償費用。
2. Furthermore, the Seller is entitled at any time to refuse performance of the Agreement for reasons relating to export control or sanctions law and to withdraw from the Agreement. In this case, the Purchaser is not entitled to claims for damages or reimbursement of expenses.
2. 此外，賣方有權在任何時候以出口管制或制裁法為由拒絕履行本協議，並撤銷本協議。在這種情況下，買方無權要求賣方賠償損失或補償費用。
3. The Purchaser undertakes to comply at all times with all applicable export, re-export and import laws and regulations in relation to the use, transfer, sale, export, re-export and import of the purchased item. Exceptions to this require prior examination and subsequent written confirmation by the Seller.
3. 買方承諾始終遵守與所購產品的使用、轉讓、銷售、出口、再出口和進口有關的所有適用的出口、再出口和進口法律法規。例外情況是需要賣方進行預先檢查並隨後提供書面確認函。
4. To the extent that the purchased items are not vehicles or xKD sets and the MAN Genuine Parts, MAN Genuine Parts ecoline or MAN Genuine Accessories are not sold, exported, or re-exported to Purchasers within the EU or to the United States of America, Japan, the United Kingdom, South Korea, Australia, Canada, New Zealand, Norway, or Switzerland, the following shall apply. 如果購買的物品不是車輛或 xKD 套件，且 MAN 原廠零件、MAN 原廠零件 ecoline 或 MAN 原廠配件未向歐盟境內或美國的購買者出售、出口或再出口日本、英國、韓國、澳洲、加拿大、紐西蘭、挪威或瑞士，適用以下規定。

- a) The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement. 買方不得直接或間接出售、出口或再出口間接傳輸至俄羅斯聯邦或在俄羅斯境內使用聯合據本協議提供或與本協議相關的任何商品。
- b) The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph XI 4 a) is not frustrated by the customer of the Purchaser. 買方應盡最大努力確保第 XI 4 a) 段的目的得到執行讓買方的客戶不感到困擾。
- c) The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by the customer of the Purchaser, that would frustrate the purpose of paragraph XI 4a). 買方應建立並維持足夠的監控機制以偵測客戶的行為（以避免妨礙第 XI 4 a) 段的目的）。
- d) Any violation of paragraphs XI 4 a), b) or c) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to: 任何違反第 XI 4 a)、b) 或 c) 段的行為均構成嚴重違反本協議的基本要素，以及賣方有權尋求適當的補救措施，包括但不僅限於：
(i) termination of this Agreement; and 終止本協議並
(ii) a penalty of 5% of the total value of this Agreement or price of the goods exported, whichever is higher. 本協議價格總價值或出口貨物的總價 5% 的罰款，以較高者為準。
- e) The Purchaser shall without intentional delay inform the Seller about any problems in applying paragraphs XI 4 a), b) or c) including any relevant activities by the customer of the Purchaser that could frustrate the purpose of paragraph XI 4 a). The Purchaser shall make available to the Seller information incl. respective documentation concerning compliance with the obligations under paragraph XI 4 a), b) or c) within two weeks of the simple request of such information. 買方應立即通知賣方關於適用第 XI 4 a)、b) 或 c) 段的任何問題包括客戶的任何相關活動包括買方的客戶的行為可能會妨礙第 XI 4 a) 段的目的。買方有義務當賣方提出關於第 XI 4 a)、b) 或 c) 段目的的核實要求的兩周內向賣方提供合規性資訊和檔。

XI. Applicable law

十一、適用法律

The Purchase Agreement shall be subject to the laws of Hong Kong, the People's Republic of China. The application of uniform laws on the conclusion of international purchase agreements for movable property and on the international purchase of movable property is excluded.

本購買協議應遵守中華人民共和國香港的法律，不適用於訂立動產國際購買協議以及關於動產國際採購的統一法律。

XII. Place of performance and place of jurisdiction

十二、履約地點和管轄地

The place of performance shall be the respective supplying plant of the Seller. The place of jurisdiction for both parties for all present and future direct and indirect claims arising from the business relationship, including for cases involving bills of exchange and documents, shall be Hong Kong, China. However, the Seller reserves the right to choose to have disputes under the present agreement decided in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with these rules, whereby any such decision shall be final and binding on both parties to the agreement; alternatively, the Seller may choose to bring a case at the court with jurisdiction for the Purchaser's place of domicile, or at the court for the place where the highest national court of the Purchaser has its seat.

履約地點應為賣方單獨的供應工廠。雙方因業務關係而產生的所有現有的和未來的直接和間接索賠（包括涉及匯票和單據的案件）的管轄地，應為中國香港。但是，賣方有權選擇根據國際商會仲裁規則，由根據這些規則指定的一名或多名仲裁員裁決本協議項下的爭議，任何該等裁決均為最終的，並且對協議雙方均具有約束力；或者，賣方也可以選擇向買方居住地有管轄權的法院提起訴訟，或向買方最高國家法院所在地法院提起訴訟。

XIII. Data protection information

十三、資料保護信息

The Seller gathers and processes data belonging to the Purchaser with regard to the relevant business transactions, which also includes personal references. Relevant information on data protection in accordance with Art. 13 of the EU's General Data Protection Regulation (GDPR) (obligation to provide information during data collection) can be accessed via the following link: www.man.eu/data-protection-notice.

賣方收集和處理屬於買方的與相關商業交易有關的數據，其中還包括個人資料。根據《歐盟通用數據保護條例》第13條（數據收集期間提供資訊的義務）的規定，關於數據保護的相關資訊可通過以下鏈接進行訪問：www.man.eu/data-protection-notice。

XIV. Sharing data with financial service providers

十四、與金融服務提供商共用數據

In connection with the fulfilment of the Agreement, data of the Purchaser collected within the context of the conclusion of the Purchase Agreement (e.g. details of the Purchaser, purchased item, price, payment terms, etc.) shall be shared with financial service providers (e.g. banks, credit insurance providers, etc.) in the event that the Purchaser undergoes a refinancing.

就本協議之履行而言，在買方進行再融資的情況下，應與金融服務提供商（例如銀行、信用保險公司等）共用在簽訂《購買協議》時收集的買方數據（例如買方的詳細資訊、所購產品、價格、付款條件等）。

XV. Consent of financial service providers to the installation of features

十五、金融服務提供商同意安裝功能

Financial service providers are expressly referred to the fact that the purchased item can be modified by the installation of function parameters or software solutions ("features") and/or updates for features after the conclusion of the Purchase Agreement, and by entering into the Purchase Agreement concerning the purchased item, hereby consent to any such potential modifications to the purchased item.

金融服務提供商明確表示，在簽訂《購買協議》後，所購產品可以通過安裝功能參數或軟體解決方案（以下統稱為“功能”）和/或更新功能進行修改，通過簽訂與所購產品有關的《購買協議》，特此同意對所購產品進行任何相關的潛在修改。

Appendix 1:

附錄1:

MAN TGE Paint and Body Guarantee

MAN TGE油漆和車身保修

1. MAN Truck & Bus SE provides a body guarantee for MAN TGE vehicles, subject to the following conditions, and specifically
 - a 3-year guarantee against paint flaws and
 - a 12-year guarantee against rust corrosion.

Rust corrosion in this sense is sheet perforation on the body which has advanced from the inside (cavity) to the outer side.
MAN Truck & Bus 公司為MAN TGE車輛提供車身保修服務，但須滿足以下條件，特別是：

 - 針對油漆瑕疵提供三（3）年保修，以及
 - 針對銹蝕提供十二（12）年保修。

在本文件中，“銹蝕”是指車身上的鍍金出現了穿孔，從內側（腔體）穿透到外側。
2. The term of the guarantee starts when the vehicle is handed over by MAN Truck & Bus SE or an authorised MAN sales partner to the first buyer, or from the date of first registration, depending on which event occurs first. Regardless of this, the term of the guarantee starts when the vehicle is delivered, approved, or used by an authorised MAN sales partner. 保修期從 MAN Truck & Bus 公司或MAN授權的銷售合作夥伴將車輛移交給第一買家時開始，或從首次登記之日起開始，具體以先發生者為準。無論如何，保修期從MAN授權的銷售合作夥伴交付、批准或使用車輛時開始。
3. In order for a service arising from this guarantee to be provided, it is essential that all service work has been performed in accordance with the specifications of MAN Truck & Bus SE. 為了提供保修服務，所有維修工作必須按照MAN Truck & Bus公司制定的規範進行。
4. If there is a defect that is covered by this guarantee, MAN Truck & Bus SE will have the defect remedied by an authorised MAN workshop (rectification). 如果產品在保修期限內出現瑕疵，MAN Truck & Bus公司將讓授權MAN門店對瑕疵進行補救（整改）。
5. Any claims in relation to MAN Truck & Bus SE that go beyond rectification are excluded from this guarantee. In particular, there is no entitlement to the delivery of a defect-free vehicle (replacement delivery) under this guarantee. The same applies to claims for replacement, such as the provision of a replacement car, compensation for damages, or compensation for fruitless expenses. This also applies if a defect cannot be ultimately remedied through rectification.
任何針對MAN Truck & Bus 公司的超出整改範圍的索賠均不在本保修範圍之內。特別是，根據本保修規定，不能保障交付的車輛或替代車輛完全無瑕疵。本保修規定同樣適用於針對替代車輛的索賠，如提供一輛替代車輛、賠償損失或賠償無效成本。如果瑕疵不能通過整改最終得到補救，本保修規定同樣適用。
6. This guarantee does not restrict the legal rights of the holder of the guarantee, as Purchaser of the vehicle, with respect to the Seller of the vehicle in the event of deficiencies, and possible claims arising from product liability law against MAN Truck & Bus SE as the manufacturer of the vehicle as well as arising from guarantees granted in any other way by Man Truck & Bus SE.
本保修規定不會限制保修卡持有人（作為車輛的買方）在車輛出現瑕疵時對車輛賣方提出的合法權利，也不會限制該等人員根據產品責任法而對MAN Truck & Bus 公司（作為車輛的製造商）提出的索賠，亦不會限制該等人員因MAN Truck & Bus公司以任何其他方式提供的保修而提出的索賠。
7. Natural wear, i.e. any restriction of the vehicle due to wear and tear, which is not caused by deficiencies in the material or workmanship, is excluded from this guarantee. 自然磨損，即非材料或工藝瑕疵引起的磨損對車輛造成的任何限制，不包括在本保修範圍內。
8. Bodies, installations and disassembly as well as defects on the vehicle that are caused by these are not covered by this guarantee. The same applies to any accessory not installed or delivered by the factory. 車身、安裝和拆卸以及由此引起的車輛瑕疵不在本保修範圍內。本規定同樣適用於未由工廠安裝或交付的任何配件。
9. Claims in relation to MAN Truck & Bus SE that arise from this guarantee are ultimately excluded if the defect is caused by the following circumstances: 如果瑕疵是由以下情況引起的，那麼針對MAN Truck & Bus公司提出的索賠最終不包括在本保修範圍內：
 - The vehicle has previously been improperly repaired, improperly maintained or improperly serviced by the guarantee holder themselves or by a third party that is not an authorized MAN workshop, or 車輛之前曾由保修卡持有人擅自或非授權MAN門店的協力廠商進行過不當維修、不當維護或不當保養，或
 - Specifications regarding the operation, handling, or upkeep of the vehicle (e.g. the operating instructions) have not been followed, or 未遵守有關車輛操作、操控或保養的規範（例如操作說明書），或

The vehicle has been damaged as a result of the intervention of a third party or external influences (such as an accident, hail, or flood), or 車輛因協力廠商介入或外部影響（例如事故、冰雹或洪水）而造成的損壞，或

Parts have been installed or retrofitted in the vehicle without being approved for use by MAN Truck & Bus SE, or the vehicle has been amended in a manner not approved by MAN Truck & Bus SE (e.g. tuning), or 在未經MAN Truck & Bus公司批准使用的情况下，在車輛上安裝或改裝了零部件，或以未經MAN Truck & Bus公司許可的方式對車輛進行了改裝（例如調校），或

The vehicle has been improperly handled or placed under excessive stress (e.g. in motor sports competitions or by overloading), or 車輛操縱不當或承受過大壓力（例如參加賽車比賽或車輛超載），或

The guarantee holder has not immediately reported a defect, or 保修卡持有人未立即報告瑕疵，或

The guarantee holder has not immediately provided opportunity for rectification, despite a request. 儘管保修卡持有人提出要求，但並未立即提供機會進行整改。

10. The following applies for processing guarantee claims: 以下內容適用於處理保修期間內出現的索賠：

- a. Claims arising from this guarantee may be asserted exclusively with authorised MAN workshop in the territory of the EEA and in Switzerland. 在保修期間內，可向位於歐洲經濟區和瑞士的授權MAN門店專門提出索賠。
- b. The proper implementation of service work must be verified using a maintenance record. 必須使用維護記錄，以證明正確實施了維修工作。
- c. In the context of rectification, MAN Truck & Bus SE may at its own discretion either replace or repair the deficient part. Replaced parts shall become the property of MAN Truck & Bus SE.
在整改過程中，MAN Truck & Bus公司可自行決定更換或修理有瑕疵的零部件。更換的零部件應歸MAN Truck & Bus公司所有。
- d. Until the expiry of the guarantee period for the vehicle, the guarantee holder may assert guarantee claims based on the MAN Truck & Bus SE guarantee for parts installed, painted, or repaired in the context of rectification. 在車輛保修期到期之前，保修卡持有人可根據MAN Truck & Bus公司對在整改過程中安裝、噴塗或維修的零部件的保修規定提出相關索賠。
- e. If the vehicle becomes inoperable due to a defect, the guarantee holder is obliged to contact the authorized MAN workshop that is located nearest to it and ready to provide service. This workshop will then decide whether the necessary work is performed on site, or in their workshop. 如果車輛因瑕疵而無法使用，保修卡持有人有義務聯繫距離最近的並能提供服務的授權MAN門店。然後，由該門店根據瑕疵的實際情況決定是在現場還是在其門店進行必要的維修。