



Supplier handbook

MAN Energy Solutions
Future in the making



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List of abbreviations

OC	Order confirmation
AEO	Authorised Economic Operator
AFC	Approved for Construction
ASB	As Built
DIS	Direct shipment
HSE	Health, Safety & Environment
MAN ES	MAN Energy Solutions SE
VATD	VAT Directive
PSI	Pre-shipment inspection
RO	Routing Order
UstG	Umsatzsteuergesetz (Sales Tax Act)
IED	Incomplete export declaration
DN	Notice of readiness for dispatch

Change history

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0	First publication	30/06/2014	AS	MH
1	Content revision	01/10/2019	FG	MH
2	Content revision	01/07/2024	HS	GS

1 Preamble

“Our success is based on fostering good relations as we work together with our suppliers and partners”

This supplier handbook is dedicated to this motto. In order to overcome the increasing number of challenges posed by the global market, we need to keep progressing and developing. To this end, we want to work together with our partners to develop a network of suppliers who, together with us, are committed not only to meeting requirements in terms of quality and performance standards, but also to optimising costs and delivery times. The focus is on reliability, innovation and close collaboration.

Please understand this handbook as a guide to fostering a cooperative partnership between you as a supplier and MAN Energy Solutions SE (hereinafter referred to as MAN ES). We consider the topics highlighted herein to be particularly important to ensuring a smooth and efficient flow of materials and documentation.

In particular, we lay down herein the order processing requirements for plant and system technology, which are, by nature, largely delivered by way of direct shipment. It is intended to help you achieve our common goal of smooth, contractually compliant collaboration.

The handbook supplements our logistics specifications, which focus on deliveries for production and assembly.

We are confident that, with your constructive support, we will be able to compete with our global competitors into the future and we would like to thank you for continuing to successfully partner and collaborate with us.

Georg Schuster

Head of Procurement Product Line EPC Solutions

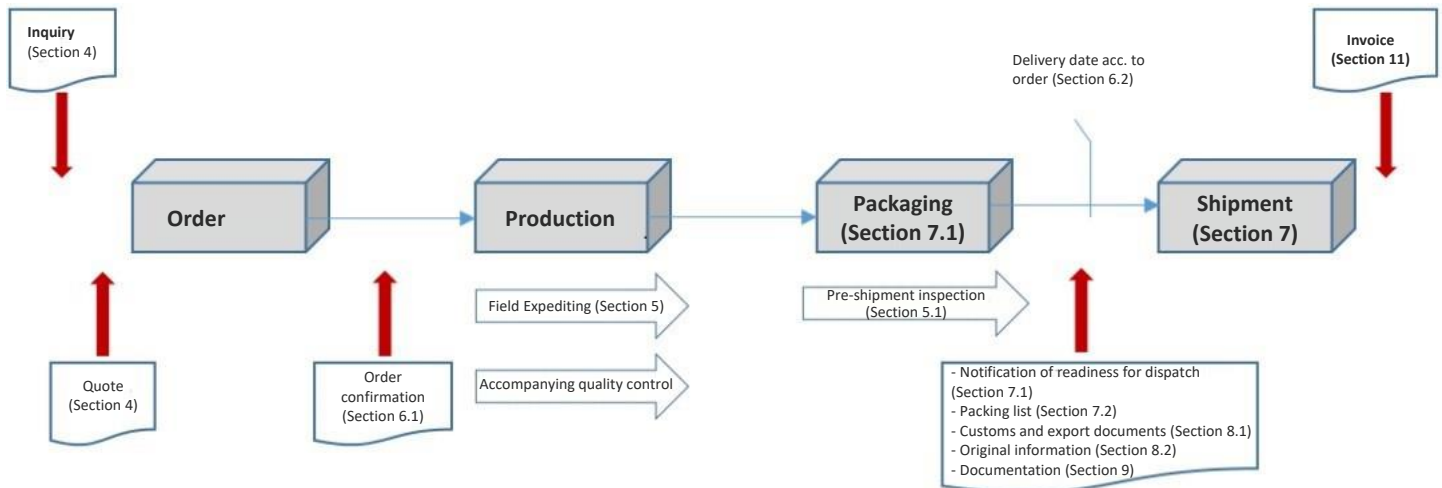
Purchasing Plant Power/Marine



Augsburg, 01/07/2024

2 Process overview

This figure illustrates the overall process:



3 General information

3.1 Corporate Responsibility

Not only do we act responsibly, but we also expect this from you as our supplier, with regard to environmental protection, employee rights and the prevention of corruption, for example. We would like to refer you to our Corporate Responsibility strategy, which you can find by visiting the following link:

<https://www.man-es.com/companv/sustainability>

3.2 Code of Conduct for Suppliers and Business Partners

We also expect you, as our supplier, to adhere to the principles set out in our “Code of Conduct for Suppliers and Business Partners”, just as we and our business partners do. This describes social responsibility, transparent business relationships, fair market conduct and the protection of data, trade secrets and business assets.

When dealing with us and our partners, this naturally also applies when engaging third parties, from whom we must demand the same.

The “Code of Conduct for Suppliers and Business Partners” can be found by visiting the following link:

https://www.man-es.com/docs/default-source/compliance/code-of-conduct-für-lieferanten-und-business-partner.pdf?sfvrsn=83402c3f_8

3.3 Compliance with country-specific regulations

When providing services on all MAN ES construction sites, country-specific regulations must always be observed (e.g. regarding working hours, proportion of local workforce, etc.).

3.4 Publications related to MAN Energy Solutions SE

Please note that any publications relating to MAN ES require our approval. Please contact our communications department: press@man-es.com

3.5 Supplier assessment

We carry out supplier assessments using SAP. Your assessment will be prepared as per routine and discussed with you upon request.

3.6 Supplier handbook validity

The regulations laid down for individual orders apply. These take precedence over any general supply agreements stipulated. In all other respects, the provisions of this handbook shall apply.

3.7 Relevance of information

Like all documents, this handbook is subject to constant additions and, if necessary, changes. The print date therefore represents the date it was last updated and on which the information is valid. You are welcome to download the latest version using the following link:

<https://www.man-es.com/documentation-/mandocumentation>

4 Inquiry/quotation process

By making an inquiry, we are asking you to send us a non-binding quote for the materials/services mentioned. An inquiry usually contains the following information:

- Material designation
- Technical documents
- Quantity required
- Desired payment and delivery conditions
- Technical contact for any queries
- Information on the documentation required (see Section 9)
- General specifications for assembly and operating documentation
- Required language of documentation

- Packaging and material regulations
- Delivery date
- Delivery location
- Warranty
- Further project-specific information

In general, the provisions of any supply agreement stipulated with your company shall apply.

Please submit your quote by the deadline specified.

The following information must be included in the quote:

- Project number
- Project name
- Inquiry number
- Our buyer who sent you the inquiry
- The contact persons at your company
- Quote validity (min. 6 months)

If documents (drawings, data sheets, project specifications, etc.) are mentioned in our order, these can be accessed with the extranet login information set up for you (Nexus supplier portal). Conversely, you must also send your documents to us via this interface. Examples of such documents include acceptance certificates, 3.1. manufacturer's certificates and serial numbers.

For more information about Nexus, please get in touch with your point of contact in purchasing.

5 Field Expediting

To ensure that all obligations you accept when confirming our order are fulfilled on time, it is essential to monitor your own work and that of your subcontractors. Expediting should be performed in accordance with the processes employed by the manufacturer.

We and/or a service provider we have commissioned reserve/s the right to monitor the progress of the order. We may assume that you grant us or the agent we have commissioned access to all areas in which work is being carried out on this order. Please also provide all the information and documents required to track progress and ensure execution.

This also applies to any subcontractors you have commissioned.

5.1 Pre-Shipment Inspection (PSI)

We carry out PSIs on a case-by-case basis, independent of our customer order. Our aim is to ensure that only packages of proper delivery quality arrive at their destination. This includes, in particular, compliance with the packaging standard, marking regulations as well as detailed packing lists and labelling of individual components and packaging units.

In addition, a complete quantity check will be carried out. Please ensure that components are prepared for this and are not yet packed in sealed individual packaging. For a quick inspection, advance packing lists, component lists, delivery parts lists, etc. are required.

The PSI will be carried out either directly by us or by a third party we have commissioned.

Please note that packages may only be sealed after a successful PSI and having talked to us. If a package has been sealed without a successful PSI or when it has not been expressly approved by us, we reserve the right to insist on having it opened for further inspection at your expense.

Delays are not permitted. Please inform us in good time about the progress of your packaging process.

If the PSI is unsuccessful, we reserve the right to pass on the costs for a follow-up inspection and any resulting costs that arise to you.

In order to plan an on-site visit in good time, we ask that you inform us approximately two weeks in advance as to when the relevant material will be ready for packaging and when the inspection visit can take place. The lead time may also vary depending on the order. Please get in touch with your contact person in Expediting to precisely coordinate.

5.2 Photo documentation

As an alternative to performing a PSI, photo documentation is required in some cases. This means that you document the packaging process of your goods. Please then send the pictures to the contact person in Expediting we have named. The photo documentation is intended to demonstrate conformity with our order and the applicable packaging standard (e.g. HPE).

It is important that the photos sent are useful and informative. To this end, the following should be noted:

When the box is opened, you should be able to see, for example:

- Use of desiccant bags
- Preservation (e.g. aluminium composite foil)
- Protection against slipping, damage, etc.
- Use of filling material acc. to standard
- Labelling of components and individual packaging units

When the box is closed, you should be able to see, for example:

- Marking according to our regulations
- Packing list (attached to the package)
- If applicable, further regulations in accordance with. the order
- Indication of mandatory customs and shipping symbols

6 Desk Expediting

6.1 Order confirmation

When accepting the order, please send the order confirmation (OC), which is enclosed with our written order, back to us with a legally valid signature within five working days. Please make sure to send us the complete OC.

The recipient of the OC is the person named as the contact person. We ask you to refrain from using any other form of confirmation.

Please indicate any deviations from the order explicitly and clearly on our OC form. If there are any discrepancies between the order and the order acceptance, these must be clarified with us.

OC can be waived by mutual consent. If this is the case, this agreement may not necessarily apply to all of our orders, depending on requirements.

For further information, please refer to our general terms and conditions of purchase.

6.2 Delivery date

Please adhere to the confirmed delivery date for goods, customers, quality and planning documentation. The date is understood as the “delivery date in accordance with. Incoterms”. For order items in direct shipping (DS), this is the day on which ownership is transferred.

In order to ensure the delivery date, we reserve the right to request a progress report for each order. If you notice that it may not be possible to adhere to the confirmed delivery date, please inform your known contact person in Expediting immediately. If necessary, suitable measures to ensure the delivery date will then be agreed upon in consultation with us.

6.3 Delayed delivery

In case of delayed delivery, we reserve the right to demand penalty payments. Otherwise, legal provisions apply.

7 Shipment processing

The applicable Incoterm and shipment instructions can be found in the respective order relating to the project.

There are several options available for shipping to us:

- **Direct shipping (DS):** You will notify us that the goods are ready for dispatch on the confirmed delivery date and we will then organise further transport, unless you have to deliver directly to the construction site yourself.
- **Routing Order (RO):** you will deliver “FCA at your goods issuance point” and signal the readiness for dispatch to the routing order carrier we have defined.

RO is usually used for suppliers based in Germany; there are also weight and length restrictions. Suppliers who use RO usually receive a separate one-off message with the carrier details. Notification of delivery must always be made via the carrier 1-2 working days before collection. The shipping costs from the time the goods are collected are borne directly by MAN.

- You will deliver directly to one of the MAN delivery points (see below)

Please refer to the respective order to find out which delivery point is relevant for you.

Augsburg plant

MAN Energy Solutions SE

Entrance gate Heinrich-von-Buz (Gate C)
Stadtbachstr. 1, 86153 Augsburg/GERMANY
Delivery Monday - Friday between 7.00 a.m. - 3.00 p.m.

Gersthofen external warehouse

Bavarian Logistics Solutions GmbH

Otto-Hahn-Str. 2, 86368 Gersthofen/GERMANY
Delivery Monday - Friday between 8.00 - 1.00 am

Derching external warehouse

Andreas Schmid AG

c/o MAN Energy Solutions SE
Äußere Industriestr. 15, 86316 Friedberg-Derching/GERMANY
Delivery Monday - Friday between 7.00 a.m. - 2.30 p.m.

Frederikshavn plant

MAN Energy Solutions SE

Niels Juels Vej 15, 9900 Frederikshavn/DENMARK
Delivery Monday - Friday between 7.00 a.m. - 2.30 p.m.

If you deviate from the delivery location or delivery times specified in the order, we reserve the right to charge you for the resulting costs or to refuse acceptance of the delivery at your expense. In exceptional cases, different delivery times can be agreed upon with our shipping department.

7.1.1 Notice of readiness for dispatch (DS)

With the notice of readiness for dispatch (DN), you are indicating that the specified delivery is ready to be dispatched. Quality control including any remaining work, preservation, packaging and marking in accordance with the order and, if required, a successful PSI are to be completed at this point.

A DN form will be sent to you with the order. If not all of the items listed are available for delivery, please note this on the form. The DN must contain the following information:

- Company stamp
- Signature
- Commission number
- Confirmation date
- Pick-up address
- Contact person
- Contact details

Please then send the DN to our contact person indicated on the DN.

For direct deliveries, you must submit the following documents no later than when submitting the DN:

- Packing list of the goods indicated in the DN
- Proforma invoice (depending on the agreed Incoterm)
- Export documents (depending on the agreed Incoterm, see also point 8.1)
- Where applicable, dangerous goods declaration
- etc.

7.2 Packing list

Information on components delivered loose, small parts (e.g. fastening materials, screws, nuts, seals, counter flanges, etc.) and information if there are several packages per order item:

In these cases, it is absolutely necessary that you provide us with detailed information. Please use our template in the form provided to you for the specific order. In addition, these articles must be marked according to the package and delivery documents.

The details in the packing list must serve the following purposes:

- They serve as proof to our customer of the volume of goods delivered
- They are used for customs clearance

Please maintain the data accordingly diligently. Should incorrect or insufficient information result in additional costs, we reserve the right to pass these on to you.

7.3 Labelling

Fast, clear material identification is essential for assembly on our construction sites to progress according to schedule. For this purpose, it is imperative that there is a high level of detail on delivery notes and packing lists

Labelling must be chosen so that the material can be assigned to the items in the packing lists.

Physical allocation of goods is only possible if information on delivery documents and packages can be clearly matched to the materials actually delivered. If this allocation is not possible after delivery, we will consider the delivery as incomplete with regard to the items concerned.

Labelling is either component-specific in the form of a technical specification or project-related.

If any information is missing or contradictory, please contact us.

7.4 Packaging and marking

In principle, the minimum standards laid down in the HPE packaging guidelines apply. In special cases, requirements may also arise in relation to a specific order or customer. As a manufacturer, you are responsible for designing the packaging in a way that is appropriate for the product and its transport.

The relevant marking instructions for your project will be communicated to you at the latest when dispatch is requested or they can be requested in advance from the responsible contact person. You will receive the dispatch request after the notice of readiness for dispatch has been correctly transmitted.

It is also necessary to mark each package with the "Carrier Code". This serves to clearly identify the package.

The "Carrier Code" consists of an identification letter assigned to the supplier and a serial number for the entire project. You will receive the identification letter from us; please continue the numbers for each package in ascending order (e.g.: "Any Supplier": XY 1 for the first package, XY 2 for the second package, etc.). The ascending numbering of the packages must be carried out for each project number and runs across all orders for this project number.

Only MAN documents and MAN markings may be attached to the package, unless there are specific agreements to the contrary. Documents and markings that serve to ensure the security of transport are excluded.

7.4.1 Preservation

Preservation must be coordinated as part of the overall concept with the chosen packaging, mode of transport and the respective nature of the goods. The type and duration of preservation depends on the specifications of the respective standard. Here, too, there may be specific requirements for the order and customer, and these will be communicated to you as part of the inquiry, but at the latest when the order is placed.

7.4.2 Shippers Own - Carriers Own Containers

You can purchase Shippers Own Containers as packaging material and these become our property after use (as does the material, e.g. a wooden box). Please inform us of the costs as early as possible, e.g. during the quotation phase.

Carriers Own Containers serve as transport aids for loading onto container ships and therefore do not constitute packaging. These containers, which are rented from the shipping company, are usually used to load shipments which have been packaged for carriage overseas.

Please always coordinate the provision/use of sea containers with us.

The containers used must be certified according to ISO and have a valid CSC plate and certificate.

8 Origin and export

8.1 Customs and export documents (DS)

8.1.1 Customs clearance for export

If your delivery is to a country outside the EU customs area or to a special tax area of the EU, please note the following:
you are responsible for preparing the export declaration (customs declaration) and/or the country-specific customs documents (e.g. ATR for deliveries to Turkey) and accompanying documents (certificate of origin or supplier's declaration). When exporting, you must prepare a complete export declaration in which you are as the exporter under customs law. The documents must be handed over to us upon receipt of the dispatch request. After export has taken place, the export notice must also be made available to us as proof of export. If you have any questions, please contact the responsible employee in our shipping department, whose name is printed on the dispatch request. If you fail to comply, we will have to hold you responsible for any resulting consequences.

8.1.2 Information on materials/goods

Please provide the following information to the respective contact person in our shipping department, as well as our export control and customs department, in good time before the goods are dispatched:

- Statistical goods number for each individual item (information in the packing list in accordance with clause 7.2.)
- Weights and calculated unit prices (information in the packing list in accordance with clause 7.2.)
- Notification if the goods need an export permit in accordance with the current Dual-Use Regulation and the German export list or the relevant national export list. A message must be sent to the FGLE so that an appropriate export permit can be applied for. Shipment may only take place after this permit has been obtained. The approval process with the responsible authority usually takes several months. Please also inform us if you have applied for an export permit under your own national (non-German) law. Email to: Exportkontrolle@man-es.com
- Notification if the goods are of US origin or if the rules of US (re-)export control law apply. Email to: Exportkontrolle@man-es.com
- Binding tariff information upon request
- Information on the goods list upon request

We may take it for granted that you or a partner you have appointed will carry out proper customs clearance processes in accordance with the customs regulations of the European Union.

8.1.3 End-use certificate

If you require an end-use certificate for your export control, please contact our relevant expeditor.

8.2 Provision of origin information

We require documentary evidence of the originating status of all goods to be supplied by you. Please only use the form provided by MAN to this end, which will be sent by separate email.

Depending on the registered office of the supplier, we have the following requirements:

a. Suppliers with their place of business in the EU

All EU suppliers must provide us with a long-term supplier's declaration for goods with preferential originating status. You will receive a form for this with our first order. This form must show the precise country of origin (ISO alpha-2 country codes, e.g. EU (DE)) of the goods. (Please note the special case mentioned in point 5)

b. Suppliers with their place of business in a preferential country (e.g. Switzerland, South Korea, Norway)

If your place of business is located in a country with which the EU has signed a preferential agreement and the supplied goods are correspondingly preferential originating goods, you must send us a declaration of origin on the invoice according to the respective preferential agreement.

c. Suppliers with their place of business in all other countries (e.g. USA, Japan, Taiwan, China)

If your place of business is located in a non-EU country with which the EU has not signed a preferential agreement, we always require the name of the country of origin and, in response to a separate inquiry, a certificate of origin issued by the responsible authorities or other reliable proof of non-preferential origin.

d. The following principle applies irrespective of the Contractor's place of business

If a preferential certificate of origin cannot be issued, we require, as a minimum condition, the name of the country of origin and, in response to a separate inquiry, a certificate of origin issued by the responsible authorities.

e. Loose parts

The above-mentioned proof of origin is required for all parts delivered loose. Please use the packing list for the relevant information on origin in line with clause 6.3, which will be sent to you with the order, and fill in the "Country of Origin" column accordingly. Please indicate the exact country of origin according to ISO ALPHA code 2.

Depending on the origin and preferential nature of these items, please also provide us with the appropriate proof of origin, duly completed, as described under points 1-4. A form for an EU supplier's declaration can be found in the "Supplier's declaration" tab of the packing list.

Please send the relevant information to the contact person we have designated at the time the goods are delivered at the latest.

8.3 Authorised Economic Operator (AEO certification)

Please ensure that the premises and transshipment sites where the goods intended for us are produced, stored, processed, loaded and transported are protected from unauthorised access by third parties within the framework of a secure supply chain and that the personnel employed are reliable.

9 Documentation

A product always consists of material and the documentation components listed below. If only the material or only the documentation is available, the product is incomplete. Payment will only be released after the product has passed a completeness and quality check.

The purpose of this section is to define the documentation requirements for you, our supplier. These cover the laws, guidelines and standards to be observed, the delivery conditions, required content, scope, technical design and order request.

We differentiate between planning documentation, quality documentation, and assembly and operating documentation.

9.1 Planning documentation

9.1.1 Document hierarchy

In case of differences between different documents, the document with a higher degree of importance takes precedence. Below is a table illustrating this:

Sequence	Inquiry documents	Order documents
1	-	Order

2	Inquiry specification/data sheet	Order specification/data sheet (if used)
3	Project specification General information (if used)	

9.1.2 Scope

Scope of planning documentation

The content of planning documentation should be appropriate to the type of product. It should enable smooth and error-free planning and design.

A typical scope of planning documentation would be:

- Drawing with main dimensions including interfaces
- P&ID
- Circuit and terminal diagram
- Data sheets (mechanical and electrical)
- Installation instructions

9.1.3 Title block

We reserve the right to provide you with a title block with instructions on how to fill it out after the order has been placed, and this must be included in the documents/drawings upon request. This can contain metadata as well as the approval status. This title block is very important to us and we count on you to fill it out correctly and completely

In general, the title block that we send you should be placed directly above your title block for drawings or on the cover page for documents. In any event, the title block and/or the information contained therein will not alter liability between you and us. You are the owner and have full responsibility for the documents/drawings.

9.1.4 Testing and acceptance procedures for planning documents and drawings

If our order requires planning documents or drawings, we expect that these will be produced carefully and without errors and that the specified delivery date will be met. In this area too, we rely on seamless cooperation.

The engineering documents you submit are subject to an inspection or acceptance procedure.

If we have to reject the engineering documents you provide due to shortcomings, improvements must be made within five working days. Otherwise, we reserve the right to make the agreed staged payments dependent on these documents being reworked. We must also reserve the right to impose penalties for delayed delivery if the deadline is not met.

If you supply equipment, the engineering documents will typically be given “Approved for Construction (AFC)” status prior to manufacture and delivery upon acceptance by our project engineer. However, this acceptance shall not be regarded as final acceptance of the documentation.

We continuously check documentation during construction, assembly and commissioning of the system. As a general rule, comments regarding changes will be made in red directly on the paper of the documents you submit. These documents will then be sent to you. Please then clarify the changes with our project engineer and revise your documents as requested.

For our project engineer to issue final acceptance, you should compile all the engineering documentation (including modified documents with new revision) and submit it to us. Through final acceptance, they will receive the status “As Built (ASB)”.

Please ensure that the information in the engineering documents “Approved for Construction (AFC)” and “As Built (ASB)” is consistent with the information in the quality documentation and the assembly and operating documentation. A change in the engineering documents could therefore require a corresponding change to be made in the quality documentation and/or the assembly and operating documentation.

9.2 Quality documentation (order-specific)

To demonstrate compliance with quality characteristics and requirements, please create appropriate documentation internally, usually going over and beyond the scope of the quality documentation to be handed over, and keep it available for 13 years (documents with safety relevance for 30 years). We shall be entitled to inspect or receive copies of internal documentation with prior notice.

Whenever test planning or a coordinated test plan has been agreed for the order, an agreement is also made regarding the scope of the documentation to be handed over to us. If there is no agreement on the scope of documentation in this case, please provide the following:

- Quality report with legally binding signature
- Copy of the test plan used,
- Protocol of the test results from the individual points in the test plan,
- If required: certificate according to DIN EN 10204
- If applicable to the component, declaration of conformity/declaration of incorporation in accordance with EU laws and EC directives

- Where applicable, material certificates, acceptance certificates, manufacturer approvals, welding plan/welding procedure specifications (WPS), welding approvals, welding procedure qualifications (WPQR), welder qualifications
- Documentation on CD

Please always provide us with any evidence or certificates required in the order item of the part/component/system separately via Nexus in such a way that they can be assigned. Original paper copies from authorised bodies should also be sent to us by post.

If we are to provide an acceptance report for the scope of your services, possibly with a list of remaining points, you will receive this from us in due course. The procedure for the list of remaining points must be agreed between us forthwith.

Note: the order is only considered fulfilled when the agreed quality documentation is complete and correct. For data processing reasons, the quality documentation may be ordered with a separate order item, assigned to the order (order confirmation for this item is then required).

9.3 Assembly and operating documentation

9.3.1 Requirements

The documentation requirements according to the Product Safety Act and the applicable EU directives and standards must always be observed. Instructions must be carried out in accordance with IEC 82079. Customer-specific requirements can be found in the order specification, where applicable!

9.3.2 Order specification

The specification for assembly and operating documentation will be sent to you with our inquiry. This specification is binding for your quote. This specification is referred to in the order as a matter of principle.

10 Quality

10.1 Manufacturer responsibility

As our supplier, you are aware of your responsibility regarding the quality of the service we order. This is an important factor in our business and, combined with the trust we rightly place in you, forms the basis for successful collaboration over the long term.

If the scope of services resulting from the order is not based on a MAN ES development, design or layout, production should be carried out within the framework of an assignment from you under your manufacturer's responsibility for the commissioned scope. As a general rule, the scope of your delivery consists of a number of components arranged to function as a unit.

As a manufacturer, you also have the responsibility to ensure that only suitable materials and processes are used within the scope of your assignment. You shall ensure that only suitable and qualified personnel are employed and provide us with proof of qualifications and training upon request.

For orders for marine applications, we expect you to have appropriate knowledge of the marine regulations: from the IMO, EU and classification societies. Your products should always be delivered in compliance with the regulations. In addition, the evidence specified in the order must be provided.

10.2 Supplier quality system

You have established a quality management system according to ISO 9001.

If you do not have ISO 9001 certification, you can alternatively provide appropriate documentation to prove that you have an adequate quality management system. We will then check the suitability and, if it is suitable, approval can be granted.

The products must correspond to the current state of the art. All manufacturing steps (e.g. design, construction, procurement, manufacturing, assembly work, testing) should be carried out in accordance with ISO 9001.

We are entitled to conduct an audit to determine whether your quality assurance measures ensure that our requirements are met.

10.3 Standards and guidelines

Products and trades must comply with current international standards, guidelines and norms. Please also comply with any order-specific national standards, guidelines and laws in the end user's country, if applicable.

We will tell you the country of the end user for each order. Please provide appropriate evidence that the entire order conforms to the requirements of this country. If special permits need to be obtained and maintained to carry out the order, you shall be responsible for obtaining them. Only accept the order if you have the necessary permit and can prove this with appropriate documents. Please provide us with evidence of compliance with these requirements upon request.

Deliveries to power plants in the EU and connected countries:

Please ensure that all EU directives applicable to your product are observed. Give preference to harmonised standards. You shall assume manufacturer responsibility for your

product, carry out the conformity assessment, prepare and hand over to us hazard assessments/risk analyses as well as operating instructions/assembly instructions with identification of the residual risks.

Confirm conformity or compliance with EU directives by providing the documents required by EU law. In addition, please provide us with all individual documents/calculation and construction documents, test reports and approvals that you require/create in connection with proving conformity. If your product needs independent experts to issue their acceptance (NOBO), please arrange for the acceptance to be issued and provide us with the reports. Your service will only be considered fulfilled when we receive all documents, correct and complete.

Deliveries to power plants outside the EU:

Please ensure that your product complies with all legal/regulatory requirements applicable in the country of end use, which will be communicated to you when placing the order. You shall assume manufacturer responsibility for your product. The country of end use will be communicated to you when the order is placed. In any case, please prepare and hand over to us hazard assessments/risk analyses as well as operating instructions/assembly instructions with identification of the residual risks. As a minimum, these must comply with the requirements laid down in the EU Machinery Directive 2006/42EC in its current version or, if this is not applicable to the product, with the applicable EU directive. If additional documents, tests, evidence or the application of special standards are required for your product in the country of end use, please share these with us. Your service will only be considered fulfilled when we receive all the required documents, correct and complete.

Obligations imposed on your subcontractors:

You must impose the same obligations on your subcontractors as you have yourself. This is your responsibility as the main contractor.

10.4 Responsibility for quality

Regardless of whether we perform an inspection or give advice during the construction phase, the manufacturer's responsibility for ensuring that the goods or services are designed in accordance with the order and the relevant regulations rests with you. You undertake to organise your quality management system in line with the "zero-error strategy" and to take all necessary measures for quality assurance. If you notice any deterioration in quality, please inform us immediately, along with information on any remedial measures you intend to take.

10.5 Quality controls

We can assume that you will carry out suitable checks on your own responsibility and record any process parameters that influence quality as well as the results of quality controls, and keep them available for 13 years (documents with safety relevance for 30 years). If we need the records in an important case, please provide us with the records or parts thereof.

10.6 Labelling

The labelling of products, components and parts as well as the related quality documentation must enable reliable identification. In addition, it must be possible to trace materials and sub-components. Please comply with the specifications laid down by us and/or the EC directives/standards, if any.

Every document/protocol/certificate, every test report, every confirmation, i.e. every order-related record, must be marked at least with our order number and item number, component name/identification as well as your company identification and serial number and the date of manufacture.

10.7 Changes in processes

Please ensure that changes/disturbances in processes within the overall order processing chain do not have any impact on the overall system commissioned or its reliability (quality over time).

Please inform us immediately of any changes/disturbances, including scheduling or capacity problems, which may have an impact on the processing of our customer order (construction of the entire power plant).

10.8 Environment, compliance with legal requirements

Of course, when executing our orders, there are not only technical and economic aspects that apply. It is also our goal to reduce the negative impact of our products on people and the environment to an absolute minimum. That is why we have set up an environmental management system (ISO 14001) and are confident that we can expect the same from you and your partners, because just like us, you are also committed to protecting the environment.

10.8.1 Materials, constituents

The use of certain materials and constituents is regulated by law (e.g. ban on heavy metals, ban on asbestos, etc.). You are obliged to comply with these provisions.

10.8.2 Emissions

Minimise exhaust gases, noise, substance emissions and radiation using the latest technology and comply with the applicable regulations.

10.8.3 Recycling

Please reduce the use of non-reusable materials wherever possible. In addition, wherever possible, indicate that materials are recyclable and ensure that they can be dismantled by design.

10.9 Quality checks before service provision

Please carry out tests during production as well as outgoing goods inspections and ensure that only goods/services that have been tested and are flawless are delivered.

Depending on the product ordered, we will take part in your quality assurance processes and participate in tests. To do so, please contact us immediately after receiving the order to clarify whether the order requires a test plan to be agreed upon between both parties. You shall pledge your full support for this.

10.10 Procedure for deficiencies

As a rule, our incoming goods inspection is only carried out to ensure identity and completeness. Complaints regarding deficiencies that were already present when the service was handed over, but were only discovered during use, will be reported to you immediately, at the latest within five working days of their discovery. Please acknowledge legitimate deficiencies. Further details are regulated by the general or supply agreement.

10.11 Health, Safety and Environment (HSE) requirements and objectives

10.11.1 Occupational health and safety

Based on the principle of "Safety First", we expect technically flawless goods and services to be provided. In order to ensure a high level of safety as well as occupational, environmental and health protection, it is necessary for managers to be aware of their responsibilities. We therefore expect great commitment and impeccable role model behaviour from your management and leadership team.

Since safety and occupational, environmental and health protection can only be achieved through early planning, products and service assignments must be developed and planned in accordance with the current state of the art. This also includes comprehensive hazard analyses, risk assessments and risk estimations as a matter of course.

It is also essential that your staff always behave in a health-, safety- and environmentally-conscious manner and create opportunities for improvement, thus actively contributing to continuous development.

We assume that your employees and managers have professional qualifications and that you have sufficient resources for the manufacture of products and, in particular, the provision of services.

We expect you to live up to your social responsibility in terms of occupational health and safety, and environmental protection and therefore to respond flexibly to social developments, i.e. legal requirements are to be understood merely as minimum requirements to be met as a matter of course.

In the event of near misses, incidents or accidents, we expect a systematic analysis and for effective and sustainable remedial measures to be formulated, not only for the case that occurred, but also for the future. For this purpose, recognised management systems should be sensibly used and we count on you to use them. These systems should be continuously developed and adapted to the state of the art and changing circumstances.

We believe that low accident rates are entirely achievable. We must be able to verify the figures you report to us, if we request this to be done in individual cases, by examining your records. The aim should always be “0 accidents”.

Compliance with these principles is an indispensable basis for our business relationships and we therefore reserve the right to review this through an audit.

Conduct on MAN ES construction sites, premises and locations:

When carrying out activities on our construction sites, premises or other locations under our management or with our involvement, always comply with the legal (including local) and job-specific requirements regarding occupational safety, health and environmental protection, accident frequency and accident severity. Only employ fully trained and suitable personnel for these activities. Please provide us with any evidence we may request from you in this regard if necessary.

10.11.2 Analysis, reporting and processing

Near misses, incidents or accidents related to deliveries or services must be reported to us immediately. You should initiate a comprehensive investigation immediately and hand over the results to us without being asked.

If we deem it necessary, we may request improvements and, if necessary, the involvement of relevant experts, depending on the circumstances.

If we deem it necessary, we may request improvements and, if necessary, the involvement of relevant experts.

Support of our employees during inspections at your plant or during joint activities:

Depending on the order, we will carry out inspections or construction monitoring at your premises. You are responsible for ensuring that any danger is excluded. Please instruct our employees about the dangers that may arise during this work and support/supervise them as necessary. Please inform us immediately of any HSE-related incidents.

11 Invoicing, tax

11.1 Invoicing

The information required to issue an invoice can be found in Section 14, Paragraph 4 of the UStG. We would also like to refer to Article 226 of the VAT Directive. An invoice must contain the following information:

1. The full name and address of the service provider and service recipient
2. The tax number issued to the service provider by the tax office or the VAT identification number issued to them by the Federal Central Tax Office
3. The date of issue
4. A unique consecutive number with one or more series of numbers that the issuer of the invoice assigns to identify the invoice (invoice number)
5. The quantity and type (customary designation) of the items delivered or the scope and type of other services
6. The time of delivery or other service; in the cases referred to in paragraph 5, sentence 1, the time of receipt of payment or part of the payment, provided that the time of receipt is fixed and does not coincide with the date the invoice is issued
7. The remuneration for the delivery or other service broken down by tax rates and individual tax exemptions (Section 10) as well as any reduction in the remuneration agreed upon in advance, unless already included in the remuneration
8. The applicable tax rate and the amount of tax due on the payment amount or, in the case of a tax exemption, an indication that a tax exemption applies to the delivery or other service
9. In the cases in Section 14b, Paragraph 1, Sentence 5, a reference to the service recipient's obligation to retain data
10. In instances where the invoice is issued by the service recipient or by a third party they have commissioned in accordance with paragraph 2, sentence 2, the indication of "credit note".

The UStG in its most current version should always be used as a basis. If you are required to apply foreign taxes, the invoicing regulations of the country whose tax is being included on the invoice shall apply.

Please also always state our order number.

Please then send a single copy of the invoice to the address specified on the current order.

This is:

MAN Energy Solutions SE, 86224 Augsburg, Dept. FGADB

Please avoid any other address additions. We reserve the right to reject invoices that are incorrect.

Please also note the following distinctions.

Advance payment invoices:

If the contract concluded with you stipulates a down payment by way of bank guarantee, we ask that you explicitly declare the invoice as an “advance payment invoice”. This means that it can be recognised as such for financial accounting and tax purposes and can be distinguished from other “partial payment invoices/invoices based on progress”. Please send us the corresponding bank guarantee at the same time.

Partial payment invoices and invoices based on progress:

Please clearly declare further invoices as "partial payment invoices" or “invoices based on progress”, if this has been contractually agreed upon. Progress calculations are usually based on the progress of the construction. This progress will be directly confirmed on site by way of a proof of performance signed by us, which must be enclosed with the invoice.

Please deduct any retained amounts agreed upon by contract etc. accordingly.

Final invoices:

Once the deliveries or services agreed upon by contract have been provided, please create a “final invoice”, which must also be clearly marked as such. On the “final invoice”, please list all advance payments, partial payments and retained amounts up to this point, including VAT, and deduct them.

11.2 Value Added Tax (VAT)

If you sell goods to us that are transported or shipped from Germany to another EU country, there should be no sales tax on the invoice. Please refer to our order for information on the final delivery location. In case of doubt, please contact the buyer who is taking care of you, who is named on the order.

In these cases, you should make a tax-free intra-Community delivery to us. We must then tax the intra-Community acquisition in the country of final delivery.

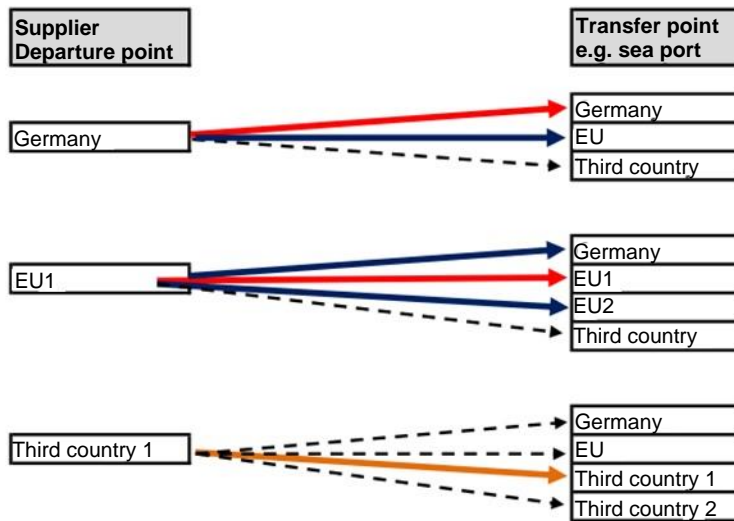
Please also include our foreign VAT identification number for the country in which the goods will be received on your invoice. A list of our foreign VAT identification numbers can be found by visiting the following link: www.man-es.com/documentation

The same applies if you sell goods to us that are transported or shipped from one EU country to another EU country.

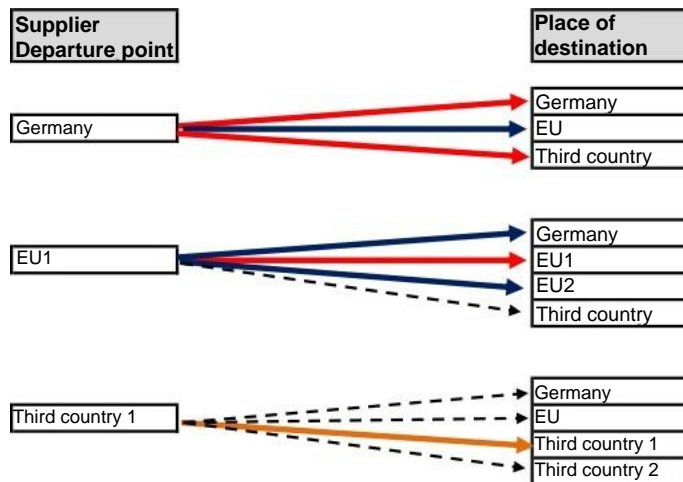
Below you will find an overview of VAT determination for component and service purchases.

MAN Energy Solutions purchases components from a supplier (material purchasing)

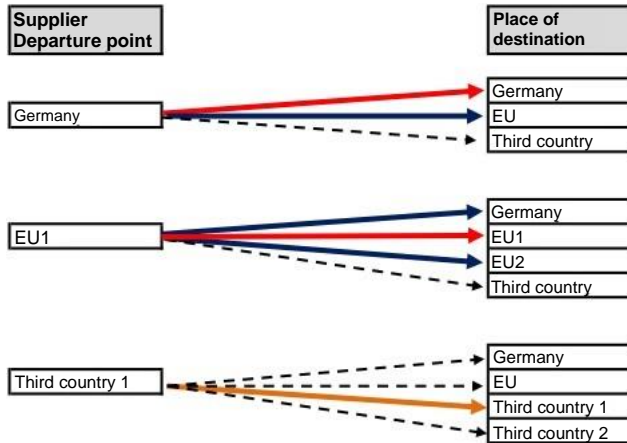
a) Incoterm FOB



b) Incoterms EXW / FCA departure point (MAN ES is responsible for transport of the components to the place of destination)



c) Incoterms CIP / CIF / DAP etc. (supplier is responsible for transport of the components to the place of destination)

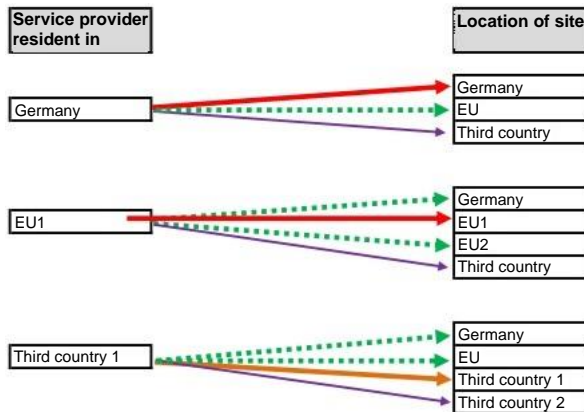


- Supplier's invoice with respective local VAT and showing the respective local VAT ID number
- Supplier's invoice excluding VAT (tax-free intra-Community supply); MAN ES must give the supplier the VAT ID number of the transfer point / country of destination
- Supplier's invoice with respective local VAT
- → Supplier's invoice excluding VAT (tax-free export delivery)

2. Services

MAN Energy Solutions purchases services from a service provider (property service)

N.B.: not manpower services!



- Supplier's invoice with respective local VAT and showing the respective local VAT ID number
- Supplier's invoice excluding VAT (property site decisive; reverse Charge); MAN ES must give the service provider the VAT ID number of the site country (exception: if local VAT registration of the service provider in the site country: invoice can be with respective local VAT, if applicable in the respective country)

→ Supplier's invoice with respective local VAT

→ Supplier's invoice excluding VAT (property site decisive, reverse Charge, if applicable) (exception: if local VAT registration of the service provider in the site country: invoice can be with respective local VAT, if applicable in the respective country)