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**Title of contract:** SUPPLY OF A FIREFIGHTING VEHICLE FOR EXTINGUISHING WITH WATER AND FOAM 4000-LITER CAPACITY

**For:** Regional Directorate for Emergency Situations of ATU Gagauzia of the General Inspectorate for Emergency Situations of the MIA RM Republic of Moldova, mun. Comrat, str. Novaia, nr.7.

**Moldova, Chisinau, 28.01.2026**

## **WARRANTY CONDITIONS**

### **1. Types of warranty for manufacturing defects**

The Seller/Tenderer, acting as the general MAN dealer, supplies new conventional MAN commercial vehicles TGX/S, TGM and TGL (the “MAN vehicle”) with the following standard warranty and optional extended warranty coverage for manufacturing defects:

1.1. Standard warranty – complete vehicle: 12 months (first year of operation) with no mileage limit (kilometres).

Wear-and-tear parts and parts required for scheduled and unscheduled maintenance are excluded.

1.2. Standard warranty – driveline/powertrain (engine, manual gearbox, hydraulic transmission, driven rear axle, driven front axle, MAN HydroDrive, transfer case, longitudinal propeller shafts): 24 months (second year of operation) with no mileage limit (kilometres).

Overview of driveline/powertrain components is provided below.

1.3. Standard warranty – corrosion perforation for truck cab: 60 months or a maximum of 66 months from the factory delivery date, with no mileage limit (kilometres). For the purposes of this warranty, corrosion perforation means sheet metal perforation (rust) progressing from the inside (cavities) to the outside.

1.4. Extended warranty – complete vehicle: term and mileage limit (kilometres) according to the offered extended warranty module.

Starter batteries, tyres, wear-and-tear parts and parts required for scheduled and unscheduled maintenance are excluded.

### **2. Start date and validity period of the standard/extended warranty for manufacturing defects**

2.1. As a rule, the standard warranty for the MAN vehicle starts on the date of handover to the Beneficiary, as per the Handover Acceptance Report.

2.1.1. If the first registration of the MAN vehicle is carried out within 12 months from factory delivery and takes place after the handover to the Beneficiary, the standard warranty starts on the date of first registration.

2.2. For MAN vehicles delivered to a Beneficiary who is the Seller’s business partner acting as a bodybuilder/superstructure manufacturer requiring a longer assembly period, the standard warranty starts on the date the Beneficiary hands over the MAN vehicle to the end customer, as per the Handover Acceptance Report.

2.3. The standard warranty validity period is the one specified in Section 1.

2.4. The extended warranty starts after the standard warranty period expires.

2.5. The validity period of any extended warranty is specified in the Sales Contract, if included in the sales price of the purchased MAN vehicle.

2.6. Repairs performed during the standard/extended warranty period do not extend the warranty

period of the MAN vehicle.

### **3. Scope of the standard/extended warranty for manufacturing defects**

3.1. If a component/assembly loses its functional characteristics during the validity period of the standard/extended warranty (according to Section 2), the Beneficiary is entitled to remedy in accordance with the terms and conditions set out in this commercial warranty certificate.

3.2. The Beneficiary's entitlement covers the remedy of defects exclusively through repair services carried out by an authorised MAN service workshop (partner), in accordance with MAN manufacturer standards and specifications.

3.3. For components/assemblies replaced during the standard/extended warranty period, the Beneficiary is entitled to remedy of defects until the expiry of the MAN vehicle warranty period (according to Section 2).

3.4. Components/assemblies replaced during the standard/extended warranty period become the property of the MAN manufacturer.

3.5. In case of a change of ownership, the MAN vehicle warranty remains applicable under these terms and conditions.

### **4. Coverage and exclusions of the standard/extended warranty for manufacturing defects**

4.1. The standard/extended warranty covers the remedy of manufacturing defects of components/assemblies that correspond to the MAN vehicle's original specifications as stated in the order confirmation at the date of factory delivery. It does not apply, for example, to the scope of delivery of bodybuilders/superstructure manufacturers and modification/conversion manufacturers.

4.2. Warranty repairs cover only defects that are notified immediately to a MAN authorised service workshop (partner) within a maximum of 2 working days from detection or suspicion of a defect, and where the MAN vehicle is made promptly available for repair. The service workshop may decide to accept the MAN vehicle or direct the Beneficiary to another MAN authorised service workshop (partner). If the defect is not reported in time, the MAN manufacturer reserves the right to reduce repair costs proportionally to the Beneficiary's negligence for any additional costs caused by the delay, or, depending on the severity of the defect caused by the Beneficiary's negligence, may refuse to carry out the necessary repairs under this warranty certificate; in such case the Beneficiary forfeits the right due to failure to comply with the reporting deadline set out in this warranty certificate.

A technical defect means an event that causes sudden and unforeseen damage to the MAN vehicle, resulting in the immediate interruption of its operation due to damage to mechanical, electronic, electrical or pneumatic components, or any damage that would render the MAN vehicle unroadworthy under the applicable legal provisions for public road traffic.

4.3. Warranty repairs may include the use of remanufactured original MAN components. Where the repair cost exceeds the value of a remanufactured assembly, an original remanufactured MAN assembly will be used.

4.4. A defect of a component covered by the standard/extended warranty is excluded if it was caused by a component not covered by the warranty.

4.5. All wear-and-tear parts and parts required for scheduled and unscheduled maintenance are excluded, as well as the labour costs for scheduled and unscheduled maintenance works and remedying normal wear.

4.6. Starter batteries are considered wear-and-tear parts and are generally excluded from warranty. Exception: battery defects are covered exclusively under the standard complete-vehicle warranty (first year of operation), provided the batteries are part of the MAN vehicle equipment (with traceable unique serial numbers) and the defect is not the result of mechanical stress, incorrect use or deep discharge caused by

additional electrical consumers installed by the Beneficiary.

4.7. Clutch components are considered wear-and-tear parts and are generally excluded. Exception: manufacturing defects of the clutch are covered exclusively under the standard/extended complete-vehicle warranty, provided they are not the result of normal wear, incorrect use or overload.

4.8. Defects for which the MAN manufacturer is not responsible are not covered, including those caused by:

- an accident, i.e. an event in which an external mechanical force acted on the MAN vehicle, causing damage;
- deliberate or malicious actions;
- failure to observe the information provided by the MAN manufacturer in the MAN vehicle Owner's/Operating Manual;
- failure to carry out scheduled or unscheduled maintenance in accordance with the Maintenance Booklet and/or the due dates indicated by the maintenance computer on the instrument cluster display;
- modifications to the MAN vehicle's original design (tuning, retrofitting, conversion, etc.) or installation of third-party components/accessories where such modifications were not certified, approved and/or authorised by the MAN manufacturer (e.g. due to non-compliance with MAN body/superstructure installation guidelines);
- fire or explosion, unless caused by a warranty-covered component;
- force majeure, unpredictable natural phenomena, road conditions, weather conditions;
- armed conflict, civil war, internal unrest, strike, lockout, confiscation or other sovereign interventions;
- participation in competitive events involving racing elements or associated training sessions;
- improper use of the MAN vehicle (e.g. axle loads or trailer/semi-trailer loads exceeding those permitted and specified by MAN);
- non-compliance with MAN vehicle specifications (dimensions and weights);
- tampering with the odometer, tachograph or hour meter;
- use of an item that clearly required repair, where the defect was caused by such use;
- use of an item that was temporarily repaired without the consent of an authorised MAN service workshop (partner), where the defect was caused by such use;
- repairs or maintenance carried out incorrectly, where such actions caused the defect and were not performed by MAN authorised service workshops (partners);
- a third party acting as manufacturer or supplier, based on a repair order or other warranties/commitments;
- use of fuel, AdBlue, lubricants or service products not compliant with MAN specifications (Operating Manual, Maintenance Booklet, Recommendations for maintenance and operating fluids);
- late notification of a defect and late provision of the MAN vehicle for repair;
- use of biodiesel fuel (FAME) if the MAN vehicle was not explicitly approved for such use;
- non-compliance with legal requirements that were changed or newly introduced after the first registration of the MAN vehicle.

4.9. The following costs are not covered:

- economic losses (including loss of profit, earnings, anticipated savings);
- consequential or indirect damages;
- remedying defects to radios, audio systems and additional electronic devices if such components do not correspond to the MAN vehicle's original specifications stated in the order confirmation at factory delivery;
  - vehicle immobilisation cases (e.g. accommodation, telephone calls, meals, contractual penalties, transport expenses, deterioration of goods, rental of a replacement vehicle, etc.);
  - removal of leaking operating fluids (e.g. environmental damage remediation costs);
  - remedying defects caused by electric shock or short circuit;
  - damage to transported goods or expenses resulting from lost freight transport;
  - testing, measuring and adjustment works unless they are a direct consequence of a warranty-covered defect;
  - additional labour resulting from the superstructure or other original-design modifications making repairs more difficult or obstructed;
  - oils and other operating fluids unless they are a direct consequence of a warranty-covered defect;
  - tyres damaged due to premature wear caused by operational factors (e.g. incorrect inflation pressure for the axle load, lack of periodic pressure checks, load and its type, routes and road conditions, steering geometry misalignment, driving style, etc.);
  - remedying MAN vehicle defects caused by tyre damage;
  - steering geometry measurement/adjustment works. Exception: under the standard complete-vehicle warranty (first year of operation), for mileage between 5,000 km and 40,000 km, if there is indeed a factory misalignment of the steering geometry.

## **5. Prerequisites and Beneficiary's obligations for granting the standard/extended warranty for manufacturing defects**

5.1. Use, operation and maintenance of the MAN vehicle in accordance with MAN manufacturer specifications and standards, using MAN genuine parts, MAN genuine accessories and maintenance/operating fluids approved by the manufacturer. Detailed information is available in the Operating Manual, Maintenance Booklet and Recommendations for maintenance and operating fluids.

5.2. Carrying out scheduled and unscheduled maintenance and remedying normal wear at the Beneficiary's own expense, in a MAN authorised service workshop (partner) or an independent workshop, in accordance with MAN manufacturer specifications and standards.

5.3. Consent to the collection and processing by the MAN manufacturer of certain vehicle data.

Such data include, but are not limited to:

- vehicle status information (e.g. engine speed, vehicle speed, energy consumption, load data);
- environmental conditions (e.g. temperature, rain sensor, distance sensors, topography);
- operating states of system components/auxiliaries and superstructures (e.g. fill levels, tyre pressure, high-voltage battery);
- faults in important system components/auxiliaries and superstructures (e.g. lights, brakes, high-voltage battery);

- system reactions in special driving situations (e.g. triggering of emergency braking assistant, activation of stability control systems);
- information about events that may damage the vehicle, position and driving data;
- data on interaction with interfaces and functions (e.g. use of menus);
- physical signals from sensors/control units (e.g. currents, voltages, forces, accelerations, masses).

The use of these data primarily relates to: plausibility checks and determination of key indicators for fuel consumption and wear; diagnostics and error prevention; compliance with warranty and product liability obligations (recall campaigns); improving vehicle function quality and optimising products and services; assessing the individual (historical, current and future) condition of the vehicle's high-voltage battery; processing extended warranties; efficient repairs; evaluation and control of battery replacement and timing; and further development of MAN service products.

**5.5. Prerequisites for granting the standard corrosion perforation warranty for truck cabs:**

- a) Carrying out corrosion protection maintenance and preservation works at the Beneficiary's own expense, according to MAN specifications and standards.
- b) Remedy any mechanical defects caused by external factors (e.g. impacts, scratches, damage) affecting the protective layer of the body/cavities, and applying cavity protection coatings according to MAN specifications and standards.
- c) Providing the Seller, upon request, with the following supporting documents for all works mentioned above: workshop invoice for preservation/repair works, fully completed maintenance checklist, photo documentation of detected and/or remedied early corrosion defects; otherwise, the warranty does not apply.
- d) Immediate notification of any defects covered by this warranty to a MAN authorised service workshop (partner).

5.6. For repair services performed on the MAN vehicle under this commercial warranty certificate to be reimbursed/settled, they must be carried out exclusively by a MAN authorised service workshop (partner), using MAN genuine parts, MAN genuine accessories and maintenance/operating fluids approved by the manufacturer.

## **NORMAL WEAR AND SCHEDULED/UNSCHEDULED MAINTENANCE WORKS**

Wear occurs when a gradual deterioration of a component or of the entire MAN vehicle takes place, depending on how it is operated (according to contractual specifications or normal use).

Wear-and-tear parts are those which, by their nature, have a short service life that is shorter than the validity period of the standard/extended warranty for manufacturing defects and whose service life is shorter than that of the MAN vehicle as a whole. Normal wear occurs especially where certain components are usually subject to higher wear than the MAN vehicle overall and therefore require regular replacement at certain intervals.

Maintenance and normal-wear remedy works are required at different intervals and depend on mileage, geographic and climatic conditions, road and traffic conditions, usage behaviour, etc. These conditions have a major influence on the service life of the respective components.

Maintenance works are defined as "scheduled maintenance" (preventive) and "unscheduled maintenance" (reactive).

Scheduled maintenance (service/inspection) is determined by the vehicle's maintenance computer and is indicated on the instrument cluster display, according to the maximum time interval or mileage (km) – whichever occurs first. It includes operations and replacement of components for which a maximum interval can be predefined, such as periodic inspections and/or replacement of oil and filter elements of various assemblies. The engine oil change interval is also determined by fuel consumption and depends on operating conditions; therefore, the engine oil change interval may be reduced.

Where the maintenance computer is not activated, scheduled maintenance must be carried out according to the Maintenance Booklet and updated maintenance checklists.

Unscheduled maintenance includes replacement of wear parts whose service life depends on the operating environment and/or the type of activity. During routine service, these components are scheduled for inspection but not for replacement. If, during inspection, no material or manufacturing defect is found, but a component must be replaced due to normal wear, the repair is considered unscheduled maintenance and is not covered by the standard/extended warranty for manufacturing defects.

To ensure operational reliability and road safety, it is extremely important that all maintenance and inspection works are performed in accordance with applicable MAN regulations, following the maintenance plan set out in the Maintenance Booklet and maintenance checklists.

Examples of parts excluded from the standard/extended warranty for manufacturing defects, which fall under scheduled/unscheduled maintenance and normal wear:

- starter batteries;
- tyres;
- brake pads, brake linings;
- brake discs, brake drums;
- seals, oil seals;
- filters and filter cartridges of any kind;
- all glass elements and windows;
- V-belts, timing belts;
- clutch;
- hydraulic fluids for clutch, coolant, brake fluid and other fluids;
- bulbs;
- windscreen wiper blades;
- oils and lubricants;

- particulate filters;
- spiral hoses and spiral cables;
- bearings;
- trailer couplings and semi-trailer couplings.

## Overview of driveline/powertrain components

### Engine

- engine block with oil sump, cylinder liners, timing case with gears, power take-off;
- cylinder head with valves, valve guides, cylinder head gasket;
- engine mechanism with crankshaft, main bearings, connecting rods, big-end bearings, pistons, piston rings and piston pin bearings, vibration damper, balance shaft gearing, belt drive, ring gear on flywheel;
  - valve train with camshaft and its bearings, camshaft drive, tappets, push rods, rocker arms and their bearings;
  - fuel injection system with high-pressure pump drive housing, high-pressure pump, pressure line, common rail, pressure line connector and injector;
  - turbocharging with exhaust-gas turbocharger, oil lines, turbine rotor;
  - intake/exhaust manifold with studs and bolts;
  - EGR module;
  - cooling system with water pump, fan/fan bearings, PriTarder;
  - charge air liquid cooling – high and low pressure coolers;
  - engine lubrication with oil pump, oil pump drive, oil cooler, oil lines;
  - PriTarder hydraulic retarder (auxiliary brake);
  - engine electronic control unit.

### Manual gearbox

- gearbox housing;
- shafts with bearings, gears, synchroniser elements, drive flange;
- pre-selection group (GV) with housing, gears, shafts, synchroniser elements;
- post-selection group (GP) with housing, planetary gear set, bearings, synchroniser elements;
  - shift mechanisms in the pre- and post-selection groups with shift shaft, shift cam, shift rods, shift forks incl. sliding pads, locks;
  - power take-off with housing, gears, shafts and bearings, shift sleeves, shift fork, sliding pads, seals;
  - lubrication system with oil pumps, oil cooler;
  - Intarder/Retarder hydraulic auxiliary brake;
  - TipMatic transmission electronic control unit.

### Hydraulic transmission (automatic gearbox)

- torque converter with housing, pump and turbine wheels, bearings;

- gearbox housing, gears, shafts, shift clutches, bearings, pumps, shift block housing, oil sump, drive flange;
  - hydraulic auxiliary brake;
  - hydraulic transmission (automatic) electronic control unit.

#### **Driven rear axle and driven front axle**

- housing with crown wheel and drive pinion incl. bearings, differential housing with gears and shafts, differential lock with shift fork and pneumatic cylinder, drive shafts, intermediate transmission bearings, drive flanges, oil pumps;
- wheel planetary gear set with housing, planetary mechanism, bearings and cover;
- intermediate differential with housing, compensating bearings.

#### **Transfer case**

- transfer case housing with gears, shafts, bearings, dog clutches, oil pump, drive flanges, differential with lock, fastening elements.

#### **Longitudinal propeller shafts (cardan shafts)**

- cardan shafts with vibration damper, centre bearing and fastening elements.

Signed for and on behalf of **Autoforta SRL**:

Victor Miculet

General Manager