

These terms and conditions ("**Conditions**") govern the donation to you ("**you/your/Recipient**") by the MAN Group of Companies (the "**MAN Group**") of face shields as part of personal protective equipment (the "**Goods**").

1. We donate the Goods to you on the basis of these Conditions to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
2. By opening the packaging that the Goods are contained in or by proceeding to use the Goods, you agree to these Conditions which will bind you (whether personally or as a corporate body or other organisation), your employees, workers, agents and any subcontractors you authorise or require to use the Goods. The Goods are not for onward sale or supply to third parties outside of your organisation.
3. The Recipient/you shall comply with the enclosed written instructions on how to use the Goods, and only for their intended purpose as set out in the instructions.
4. The Recipient/you acknowledge and agree that the Goods are provided on an "as-is" basis, and while the Goods have been manufactured using reasonable care and skill, the Goods are not regulatory tested or certified. The MAN Group to the maximum extent permitted by applicable law hereby excludes:-
  - 4.1 from these Conditions all warranties in respect of the Goods, express or implied by law; and
  - 4.2 all liability arising under or in connection with the Goods and these Conditions including liability in contract, tort (including negligence), misrepresentation or otherwise.
5. The MAN Group does not warrant that the Goods comply with applicable statutory and/or regulatory requirements.
6. Where liability cannot legally be excluded by the MAN Group, you/the Recipient hereby agree to indemnify the MAN Group for all liabilities, losses, damages and costs incurred by the MAN Group arising from or in connection with any actual or alleged claim in relation to the use of the Goods, by you, your employees, agents, workers, subcontractors and any other person you permit or allow to use the Goods.
7. **These Conditions:-**
  - 7.1 do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999; and
  - 7.2 are construed in accordance with the laws of England and you and the MAN Group irrevocably submit to the jurisdiction of the Courts of England and Wales in relation to any disputes or claims of whatever nature arising out of or in connection with these Conditions.

