



# SCANIA

## Scania General Terms & Conditions for Consultancy Resource Services

These General Terms & Conditions for Consultancy Service(s) apply to the performance of consultancy Service(s) on "time and materials" basis ordered by Scania, where Scania is providing instructions for the Suppliers. The Supplier shall perform consultancy Service(s) in accordance with these General Terms & Conditions which form an integrated part of Frame Agreements, Consultancy Contracts and Purchase Orders.

### 1 DEFINITIONS

Unless the context or circumstances clearly suggest otherwise, the following capitalized terms shall have the meanings stated below:

**"Contract"** means Frame Agreement, Consultancy Contract and/or Purchase Order between Scania and the Supplier.

**"Data Processing Agreement"** means the Agreement on Processing of Personal Data set out as an Appendix to this agreement, if applicable.

**"Deliverables"** means the result of the Service(s) provided by the Supplier, including all reports, documentation, software, descriptions, specifications, drawings, models, tables and any other form of embodiment in any electronic or tangible medium, or any products, which are to be delivered by the Supplier to Scania according to the Contract.

**"Description"** means the description of the content, functionality, quality, performance criteria, competence profiles or other requirements for the Service(s), described in an appendix to the Contract.

**"Documentation"** means any human readable documentation in hard copy or electronic form, present and future manuals, specifications, instructions, user guides and other materials related to the Service(s), and any extracts, updates and copies thereof made in accordance with the Contract or furnished by the Supplier and/or available at the Supplier's website.

**"Frame Agreement"** means the frame agreement between Scania and the Supplier.

**"GDPR"** means the General Data Protection Regulation (2016/679).

**"Intellectual Property Rights"** means all patents, copyrights, design rights, trademarks, Service(s) marks, domain names, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

**"Parties"** Scania and the Supplier jointly.

**"Personal Data"** shall have the meaning given to it in the GDPR or any future act replacing it.

**"Purchase Order(s)"** means an order submitted by Scania identifying Service(s) under the Contract.

**"Scania"** means Scania CV AB (publ.) with company registration number 556084-0976. If the regulations are used by a Scania Affiliated Company as the contracting Scania party then "Scania" shall mean such Scania Affiliated Company which has issued a purchase order to Supplier, as appropriate.

**"Scania Affiliated Company(s)"** means any company which Scania now or hereafter owns or controls, directly or indirectly, in any part.

**"Service(s)"** means the consultancy service and other services that are to be performed by the Supplier under the Contract".

**"Supplier"** means the party performing the Service(s) for Scania under the Contract.

### 2 PERFORMANCE OF THE SERVICE(S)

2.1 The Supplier shall provide Service(s) in accordance with Purchase Order and the provisions of the Contract. The term of the Contract shall be defined in the Purchase Order.

2.2 The Service(s) shall be provided to Scania during the term of the Contract. The Supplier shall place persons stated in the Purchase Order or the Contract at disposal for Scania.

2.3 The Supplier undertakes to perform the Service(s) with due skill, care and in a professional manner, and in accordance with the instructions provided by Scania. Moreover, the Supplier shall perform the Service(s) using personnel who are appropriate, suitable and with a qualification profile in accordance with the Purchase Order and the Description.

2.4 During the period when Service(s) are performed, the Supplier undertakes not to use the personnel conducting the Service(s) for assignments for companies that in any way compete with Scania.

2.5 The Supplier undertakes, during the term of the contract and for a period of six (6) months thereafter, not to directly or indirectly attempt to solicit personnel who is or has been employed by Scania and that has been directly involved in the Service(s).

### 3 ORDERING PROCEDURE AND PURCHASE ORDERS

3.1 Scania will place Purchase Orders for Service(s) in writing or otherwise agreed way of purchasing. An agreement to deliver and to purchase shall be considered concluded when the Supplier has confirmed the Purchase Order placed by Scania. The Supplier shall be deemed to have accepted the Purchase Order five (5) working days following receipt thereof, unless the Supplier informs Scania otherwise within such period. The Supplier shall not have the right to reject the Purchase Order if it is in accordance with what is agreed in the Contract unless the Supplier has acceptable reasons for such refusal. If the Supplier rejects the Purchase Order the Supplier must present the reasons for such rejection in the notice of rejection.

3.2 All Purchase Orders issued contrary to the above shall be regarded null and void. Hence, Scania shall not be obligated to pay an invoice in respect of such Purchase Order.

3.3 The Supplier shall confirm the Purchase Order by the same form of communication as the Purchase Order was placed by.

### 4 PERSONNEL

4.1 Scania shall have the right to conduct personal interviews with persons proposed to perform the Service(s).

4.2 The Supplier shall replace any stated person(s) who by Scania is considered not to have sufficient and/or correct competence for performing the Service(s) or with whom Scania finds it difficult to cooperate with.

4.3 Replacement of persons listed in the Contract may only be made by the Supplier after agreement with Scania, unless otherwise stipulated in Clause 4.4. The Supplier shall be responsible for any time consumed and all costs associated with the replacement of the personnel including knowledge transfer.

4.4 If the Supplier's personnel (because of e.g. illness, leave of absence, dismissal) no longer are available for performing the Service(s), the Supplier shall give immediate notice thereof to Scania and propose appropriate measures to avoid delays or other inconvenience to Scania.

4.5 The Supplier shall provide replacement personnel who shall meet the requirements set out in Clause 4.3 above and the Supplier shall be liable for any extra costs, time consumed or delays (including knowledge transfer) caused by such circumstances.

4.6 The Parties estimate that a two (2) week knowledge transfer period, typically is required for new personnel, and agree that the Supplier shall not be entitled to any compensation during such knowledge transfer period.

4.7 If the Supplier's personnel perform any work in Scania's premises, such personnel shall comply with any instructions, including safety regulations, procedures and working regulations applicable to Scania's personnel.

4.8 The Supplier shall obtain all mandatory permits for all Suppliers' personnel of foreign nationality and manage all administrative and practical issues in connection with the immigration.

4.9 To the extent the Service(s) is to be performed on Scania's premises, Scania will be responsible for operational management and for compliance with applicable laws and statutes with respect to the working conditions.

4.10 Working hours are governed by instructions issued by Scania and the Supplier is responsible for ensuring that personnel providing Service(s) observe the prevailing regulations and agreements on hours of work.

4.11 A Supplier registered in Sweden undertakes to either (i) have a Swedish central collective bargaining agreement in place; or (ii) otherwise ensure employment conditions for its personnel which are equal to the conditions under a Swedish central collective bargaining agreement according to the Swedish act on staffing agencies (Sw. lag 2012:854 om uthyrning av arbetstagarer)

4.12 If the Supplier's personnel are not employed by the Supplier under Swedish law, but are performing the Service(s) at Scania's premises in Sweden, the Supplier shall ensure compliance with the Posting of workers Act (Sw. lag 1999:678 om utstationering av arbetstagarer) including report the posting as well as a contact person to the Swedish Work Environment Authority (Sw. Arbetsmiljöverket).

4.13 The Supplier undertakes not to in any way hinder its personnel from taking up an employment with Scania.

### 5 SPECIAL REQUIREMENTS REGARDING PERSONNEL

5.1 At the request of Scania, the Supplier shall be able to demonstrate that none of the personnel engaged for the Service(s) are listed in the Swedish Criminal Records or in any corresponding record abroad, with the exception of less serious crimes, e.g. traffic offences.

5.2 At the request of Scania, the Supplier shall ensure that all personnel engaged for the Service(s) are cooperating in undergoing drug tests to the extent such tests are performed by future and existing Scania employees.

5.3 In the event the Supplier's personnel, in the manner described in Clause 5.1 and Clause 5.2 respectively, are listed in the Swedish Criminal Records, or any corresponding record abroad, or do not cooperate in performing drug tests, Scania shall have the right to refrain from using such personnel or, with immediate effect, terminate ongoing Service(s) without right for the Supplier to request compensation from Scania. The Supplier shall be responsible for time consumed and costs associated with the replacement of personnel due to mentioned circumstances.

5.4 Such Supplier's personnel who are to work in assembly shall fulfil the demand for medical examination as stated in AFS 1996:4 and AFS 2000:28, Thermoset Plastics.

### 6 TRAINING

6.1 Supplier's personnel shall before entering into an assignment at Scania attend Scania's mandatory introduction training on Scania's workplace equipment, applications and security etc. The training will be provided by Scania free of charge and the Supplier shall not be entitled to any compensation for personnel attending the training.

6.2 The Supplier undertakes to keep the personnel's competence and knowledge up to date with relevant training activities. The Supplier shall not be entitled to any compensation for Service(s) or training fees when Supplier's personnel attend such training activities.

6.3 Scania may request that Supplier's personnel attend Scania specific training programs required for the performance of the Service(s). The training will be provided by Scania free of charge and the Supplier shall not be entitled to any compensation for personnel attending the training.

## 7 COOPERATION, COMMUNICATION AND CONTACT PERSONS

7.1 The Parties shall cooperate and consult with each other in conjunction with performance of the Service(s). Moreover, the Parties shall inform each other of any and all relevant circumstances and events or matters which may be of significance for provision of the Service(s).

7.2 The Supplier shall inform Scania immediately if there is a risk that the Supplier cannot fulfil its obligations and shall take all reasonable actions to fulfil such obligations.

7.3 The Supplier is obliged in the course of performing the Service(s) to collaborate with any other suppliers designated by Scania.

7.4 The Supplier may not receive or obtain directive for the performance of the Service(s) from any other party than Scania. The Supplier shall also in all respect protect and represent Scania's interests.

7.5 The Parties shall have designated Contact Persons, as set forth in the Contract, with relevant qualifications for exchange of information pursuant to this provision.

## 8 DELIVERY TIME AND CHANGES

8.1 The Supplier undertakes to deliver and make available ordered Service(s), included in the Contract, to Scania during the term of the Contract, in accordance with Purchase Order and the provisions of the Contract.

8.2 Scania may request changes or amendments to ordered Service(s) by sending a Purchase order to the Supplier. The Supplier shall be deemed to have accepted the Purchase order, including changes and amendments, five (5) working days following receipt thereof, unless the Supplier informs Scania otherwise within such period. The Supplier shall accept Scania's request for changes or amendments to the Purchase orders unless the request is unreasonable.

## 9 ORDERED OVERTIME

9.1 If Supplier's personnel are performing Service(s) on overtime, expressly ordered by Scania, extra compensation for Level 1 overtime will be payable by ten (10) percent and Level 2 overtime by twenty-five (25) percent of the agreed hourly fee. Level 1 overtime means business days between 06.00 and 20.00 after eight (8) hour of work. Level 2 overtime means all other time.

## 10 TRAVEL EXPENSES

10.1 Daily allowances and compensation for travel expenses for travel to any other location than the location where the Service(s) shall be performed will be payable provided the travel has been approved in advance in writing by Scania. Compensation in this regard is payable in accordance with Scania's guidelines applicable from time to time. Compensation is payable also for verified and reasonable costs and daily allowances, in connection with approved travel, however not for time wastage or overtime.

10.2 Compensation for travel time will be payable, (by Scania) approved travel, with fifty (50) percent of the applicable hourly fee for the Supplier. For the avoidance of doubt, this compensation will replace the normal hourly fee, i.e. will not be paid in addition to the hourly rate.

## 11 WORKPLACE EQUIPMENT

11.1 The Parties can from time to time agree in writing that Scania shall be responsible for providing Supplier's personnel with suitable workplace equipment.

11.2 If Scania provides the Supplier with equipment such as tools, hardware, software or documentation for performing the Service(s), these may only be used for the Service(s), and shall be returned to Scania immediately after completion of the Service(s), or upon termination of the Contract, irrespective of reason. The Supplier shall attach or allow Scania to attach any label or marking to such equipment in a way that clearly shows that Scania is the rightful owner of such equipment.

## 12 FAULTS AND SHORTCOMINGS

12.1 The Supplier warrants that the Service(s) is performed in accordance with the Contract including appendices. The Service(s) shall be deemed faulty if it:

- (i) in any way deviate from the Description,
- (ii) in any way deviate from what otherwise follow from the Contract or Purchase Order, or
- (iii) otherwise deviate from what Scania reasonably could have expected.

12.2 In the event of faults or shortcoming in the Service(s), the Supplier shall immediately correct or remedy any faults or shortcomings, free of charge, if requested by Scania.

12.3 If the Supplier does not immediately correct or remedy the reported faults or shortcomings, Scania shall be entitled to a reduction of the compensation for the Service(s), reasonably corresponding to the reduced value resulting from the defect or shortcoming.

12.4 Scania is also entitled to damages due to faults and shortcomings, subject to the limitations set forth in Clause 30 (Limitation of Liability). Reductions which are given due to faults or shortcomings shall be set off when the amount of damages is calculated.

12.5 If the defect or shortcoming in the Service(s) is substantial and if the Supplier has failed to remedy the defect or shortcoming after receiving a twenty (20) days written notice demand from Scania, Scania shall be entitled to terminate the Contract with immediate effect.

## 13 COMPENSATION AND CURRENCY

13.1 The Supplier is entitled to compensation for providing Service(s) in accordance with the Purchase Order and other applicable terms in the Contract.

13.2 The hourly fee for Service(s) shall be the only compensation for the Service(s). The compensation shall include Supplier's cost for; wages, payroll overhead, overtime, shift duties, stand-by duties, inconvenient working hours, taxes and social security contributions, holiday pay, daily allowances, travel expenses related to travel to the location where the Service(s) shall be performed, expenses for administration and accounting of the Service(s) etc.

13.3 Compensation can also be specified as a fixed daily fee based on the hourly fee and Scania's local regulations and agreements on working hours per day.

13.4 For Service(s) Scania may in the Purchase Order or the Contract state a cap on compensation beyond which the Supplier shall not be entitled exceed. The cap on compensation shall include all compensation to the Supplier in accordance with this Clause 13.

13.5 For Service(s) performed Scania shall be entitled but not obligated to call-off the total cap amount stated in the Purchase Order or the Contract.

13.6 All compensation and invoiced amounts shall be stated in SEK unless otherwise agreed by the Parties in writing.

13.7 All prices are excluding VAT and any other statutory charges.

13.8 The Supplier shall be liable for the payment of taxes as well as social security and other employer's contributions for the Supplier's personnel. Consequently, Scania shall be entitled to recover by way of deduction from prices and charges due to the Supplier any such expenses mandatorily covered by Scania.

13.9 All disputed invoices will be escalated in accordance with the dispute resolution procedure set out in Clause 41. Scania will be entitled to withhold payment of any charges disputed by Scania until resolution of the dispute.

13.10 Scania may set off any amounts (including Service(s) credits) owed by the Supplier, against the compensation payable to the Supplier under the Contract.

13.11 Whenever any part of the charges is in dispute, the Supplier has no right to suspend or terminate the delivery of Service(s).

## 14 INVOICES AND CORRESPONDENCE

14.1 All invoices shall be issued by the Supplier in accordance with the conditions set forth in the Contract.

14.2 Scania will not accept accumulated invoices (invoices per unit of time) unless agreed to in writing by Scania.

14.3 All invoices issued by the Supplier shall be in accordance with the Scania Invoice Directive, as applicable from time to time and shall include inter alia the following details:

- (i) Reference to the Contract number and Purchase Order number;
- (ii) Supplier company name and address;
- (iii) Supplier VAT-number and Supplier company registration number;
- (iv) Scania's invoice address (as shown in the Purchase Order);
- (v) Scania requestor and requesting department
- (vi) Description of Service(s);
- (vii) Price and payment terms;
- (viii) Delivery terms and delivery date;
- (ix) Quantity delivered; and
- (x) Any additional information required under the Contract and/or the Purchase Order.

14.4 The Supplier shall send the invoice to the Scania invoice address shown on the Purchase Order.

14.5 The Supplier understands that invoices issued contrary to the above will involve costs for Scania for which Scania may request compensation from the Supplier. Scania shall be entitled to return incorrect invoices to the Supplier for rectification.

14.6 In all its correspondence with Scania the Supplier shall state Contract number and the relevant Scania Purchase Order number.

14.7 The Supplier shall send its invoice to Scania, no later than six (6) months after a Service(s) has been provided has been delivered, covering all remaining demands. If the Supplier has failed to do so, the Supplier loses the right to compensation for Service(s) provided.

14.8 The Supplier shall keep true and accurate books and records of all financial matters in relation to invoicing under the Contract, detailing time used and expenses incurred in connection with providing the Service(s).

## 15 TERM OF PAYMENT

15.1 Payment shall be executed within sixty (60) calendar days from the receipt by Scania of a valid invoice from the Supplier, fulfilling all requirements set forth in Section 14 above and which is issued in accordance with the terms of the Contract.

15.2 The Supplier shall be entitled to receive interest on overdue payment as prescribed by the Swedish Interests Act (1975:635).

15.3 In the event of late payment by the Supplier of contractual penalties or damages, Scania shall be entitled to receive interest as prescribed by the Swedish Interests Act (1975:635).

15.4 The Supplier shall not be entitled to invoicing charges or other additional charges not specifically agreed upon by the Parties.

## 16 PARENT COMPANY GUARANTEE

If the Service(s) provided under the Contract will be provided by an entity other than the ultimate parent company, the Supplier shall on Scania's request provide, a guarantee from its ultimate parent company, in a form and substance satisfactory to Scania, that irrevocably and unconditionally guarantees the complete and proper performance of the Contract and the financial liabilities of the Supplier.

## 17 INDEPENDENT CONTRACTORS

The Supplier is an independent contractor under this Contract and nothing herein will be construed to create a partnership or a joint venture between the Parties. The Supplier will have no authority to enter into agreements of any kind on behalf of Scania or to bind or obligate Scania in any manner in relation to any third party.

## 18 SUBCONTRACTOR

18.1 The Supplier may not perform certain or all of its duties and obligations of the Service(s) through subcontractors or exchange subcontractors for the performance of Service(s) without Scania's prior written consent. If a subcontractor is engaged, after Scania's consent, the Supplier shall however, remain solely responsible for any and all such duties and obligations. Any breach of any provision in the Contract by the subcontractor, shall be deemed as a breach of such provision by the Supplier.

## 19 INSURANCE

19.1 The Supplier shall at its own expense take out and maintain general liability insurance for a satisfactory amount with regard to the Service(s) (however for a minimum of SEK 10 million (10,000,000) for the calendar year during which the Service(s) is performed). In addition, the Supplier shall take out property insurance covering all documents, tools, equipment etc. provided by Scania and in the Supplier's possession. The Supplier shall upon Scania's request be able to present a copy of a valid insurance policy.

## 20 TAX CERTIFICATE

The Supplier shall hold a valid tax certificate (Swedish: F-skattebevis).

## 21 AUDIT RIGHTS

The Supplier shall free of charge provide Scania, Scania's auditors and regulators, such assistance and access (including access to people, premises and records) reasonably required in order to conduct audits and inspections of the Supplier and its subcontractors, in respect of the performance of the Service(s), the charges, security, business continuity, financial matters and any other matters required by regulators, during the term of the Contract and for an agreed period post termination or expiry of the Contract.

## 22 TRADE MARKS AND REFERENCES

22.1 Neither Party may in any way use any of the other Party's trademarks, logotypes, or equivalent distinguishing markings in any relation to third parties without the prior written approval of the other Party.

22.2 Neither Party may use its relationship with the other Party or the existence of this Contract for any marketing or financial purposes or as reference in any company presentations, press releases, on the internet or in any other way communicate it to the public without the prior written approval of the other Party.

## 23 CONFIDENTIALITY

23.1 Each Party will:

(a) treat as strictly confidential (i) all information obtained or received by it as a result of negotiating, entering into or performing its obligations under this Contract; and (ii) all other business, financial, operational, technical and marketing information (or any other information of a secret or proprietary nature) relating to the other Party, and obtained (in each case) pursuant to or under the Contract, (hereinafter jointly referred to as "Confidential Information") (iii) The confidentiality also covers the Contract and the Service(s) hereunder; and (b) not, except with the prior written consent of the other Party, publish or otherwise disclose to any person any Confidential Information.

23.2 Clause 23.1 will not apply if and to the extent that the Party disclosing Confidential Information can demonstrate that:

(a) such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it and whether or not the requirement has the force of law; or  
(b) the Confidential Information concerned was lawfully in its possession (as evidenced by written records) prior to it being obtained or received; or  
(c) the Confidential Information concerned has come into the public domain other than through its fault.

23.3 Each Party is responsible to ensure that confidentiality is maintained through confidentiality undertakings with its employees and any subcontractors or by other appropriate measures.

23.4 Notwithstanding what is stated in this Section 23, Scania may disclose Confidential Information to (i) Volkswagen AG and any legal entity which is directly or indirectly controlled by Volkswagen AG (the "Volkswagen Group") (which shall include Global Truck & Bus Procurement, LLC and HINO & TRATON Global Procurement GmbH (the "Procurement JV:s")), (ii) Navistar Inc. and its affiliates ("Navistar") and (iii) Hino Motors, Ltd. and its affiliates ("Hino"). Confidential Information may, however, only be disclosed to Navistar or Hino (i) for purposes of facilitating negotiations by Scania, its affiliated companies (including members of the Volkswagen Group) and the respective Procurement JV of a potential supply relationship with the Supplier; or in the course of a potential supply relationship with Navistar or Hino, or (ii) if such Confidential Information consists of drawings, models, specifications, instruction, manuals, user guides and other technical documentation or information and disclosure is made as reasonably necessary and after the Supplier has been nominated by Scania and Navistar or by Scania and Hino for a development project or for supplies.

23.5 The conditions set forth in this Clause 23 shall continue to apply for a period of five (5) years after the termination of the Contract.

## 24 SCANIA POLICIES AND OTHER STANDARDS

The Supplier shall comply with all and any Scania Policies and Procedures as well as applicable standards, as relevant for the Service(s) delivered and as referred to in any part of the Contract or its appendices or as communicated from time to time to the Supplier by Scania.

## 25 CODE OF CONDUCT AND BUSINESS ETHICS

The Supplier accepts and undertakes to comply with at least all requirements in the Scania Supplier Code of Conduct, including conforming to, and applying, the United Nations Global Compact. If stricter requirements are applicable pursuant to laws or regulations in the jurisdictions where the Supplier is operating, the Supplier also undertakes to comply with such stricter requirements. The Supplier agrees to implement a corresponding undertaking with its suppliers.

## 26 ACCESS, SECURITY AND BUSINESS CONTINUITY

26.1 The Supplier will ensure that all access (whether direct or remote) to Scania's premises or computer systems by the Supplier are in compliance with the security and audit requirements notified by Scania to the Supplier from time to time and such access by the Supplier personnel, agents and contractors is controlled by the Supplier and permitted only to the extent strictly necessary for the proper performance of the Service(s).

26.2 The Supplier will implement and maintain similar levels of security that are used by Scania, including but not limited to similar measures relating to virus prevention, access controls and risk assessments.

26.3 The Supplier will implement business continuity and disaster recovery procedures as approved by Scania, to ensure that the Supplier is suitably prepared and able to recover the provision of Service(s) following a disaster situation or major operational disruption to the provision of the Service(s).

26.4 The Supplier shall conduct a full test, at its own costs, of the business continuity and disaster recovery procedures at least once per year, at a time agreed with Scania and in the presence of Scania representatives, if Scania so requests. The Supplier will promptly implement any improvements to the business continuity and disaster recovery procedures as are reasonably desirable or necessitated by the outcome of those tests.

## 27 INTELLECTUAL PROPERTY RIGHTS

27.1 The Supplier hereby transfers to Scania the ownership of the Deliverables of the Service(s), including the ownership of any and all intellectual property rights and know-how. The Supplier warrants that it at the time of transfer owns all rights to such Deliverables as well as that it is entitled to transfer such rights to Scania. By way of clarification, this Clause does not apply to intellectual property rights or know-how owned or licensed by the Supplier prior to the commencement of the Service(s), or which the Supplier can demonstrate were developed entirely independently of the Service(s).

27.2 The transfer of rights to Scania is exclusive, worldwide, perpetual and complete and covers the right to use, transfer and publish Deliverables in any form, for any purpose and to any medium, as well as to modify and alter the Deliverables. In addition, hereto, Scania is also without restriction entitled to transfer or license, wholly or partially, all rights to the Deliverables to third parties. The right to any patent resulting from the Service(s) accrues to Scania.

27.3 In light of the purpose of Scania's acquisition of the rights to the Deliverables of the Service(s) – which must be possible to alter and modify in order to be used in different contexts – the Supplier warrants that the respective originators of the Deliverables have waived their right to oppose changes in the Deliverables and their right to be mentioned as originators with regard to use of or modification and alteration of the Deliverables in accordance with the provisions of the Contract.

27.4 The Supplier warrants that the rights to the whole or parts of the Deliverables of the Service(s) have not been granted to any third party and that Scania will not infringe any third party's right if the Deliverables are used in accordance with the provisions of the Contract.

27.5 The Supplier warrants to indemnify Scania in the event Scania's use of the Deliverables of the Service(s) in accordance with the Contract should be found to constitute or be alleged to constitute an infringement in the rights of a third party. Moreover, The Supplier undertakes, at its own expense, and at the request of Scania, to acquire from third parties the rights necessary in order for Scania to be able to use the Deliverables in accordance with the provisions of the Contract.

27.6 Scania also acquires the ownership of the originals of the Deliverables in the form of prototypes, forms, manuscripts, photographic negatives, image creations or the like, in analogue and/or digital form and the Supplier undertakes, at the request of Scania, to hand over any and all such originals to Scania.

27.7 The Supplier undertakes, in return for reasonable compensation, to assist Scania in the drafting and signing of documents which are necessary for Scania to be able to register rights relating to the Deliverables.

## 28 CLARIFICATION OF RIGHTS

28.1 The Supplier represents and warrants that:

(i) the Service(s) provided under the Contract, do not require any further licence or royalty payment besides what is stated in the Contract;  
(ii) all rights, licenses, permits, authorizations and approvals required to deliver Service(s) to Scania are obtained and will remain in full force throughout the term of this Contract; and  
(iii) should the warranty in this Clause not be fulfilled, the Supplier will consult with Scania prior to using any relevant third party product or Service(s), and not proceed to utilize them without Scania's prior written approval.

## 29 INFRINGEMENT

29.1 The Supplier shall defend, indemnify and hold Scania harmless from and against any and all damage suffered and costs and expenses (including reasonable attorney's fees) incurred as a result of any claim, suit or proceeding brought against Scania based on a claim that the use of any Service(s) or Deliverable furnished by Supplier under the Contract constitutes an infringement of any patent, copyright or any other Intellectual Property Right, or an unauthorized trade secret use; provided that the Supplier has been notified promptly in writing of such claim, and given authority, information, and assistance (at the Supplier's expense) to handle the claim or the defence of any suit, proceeding or settlement.

29.2 In the event that the Service(s) or any part thereof is held to constitute an infringement and/or its further use is enjoined, the Supplier shall at its own expense and at its option, either

(i) procure for Scania the right to continue the use of the Service(s); or

(ii) replace the same with a non-infringing product or Service(s) of equivalent function and performance; or

(iii) modify the Service(s) so that it becomes non-infringing without detracting from function or performance.

29.3 Should none of these measures prove successful in spite of the Supplier using all efforts, then the Supplier shall refund the aggregate amount of fees and other remuneration paid hereunder in respect of the relevant Service(s).

## 30 LIMITATION OF LIABILITY

30.1 Neither Party will be liable to the other Party under this Contract for any loss of income, profit, revenue, business, goodwill or contracts or any other, incidental or indirect loss or damage of any kind whatsoever arising.

30.2 The limitations of liability shall not concern or limit (i) the Supplier's liability according to Clause 29 (Infringements), (ii) liability for breach of undertakings according to Clause 23 (Confidentiality), (iii) liability for breach of undertakings relating to Clause 36 (Personal Data Protection), (v) liability for breach of undertakings relating to Clause 25 (Supplier Code of Conduct), (vi) loss or corruption of data, or (vii) any liability in the event of wilful misconduct or gross negligence.

30.3 In addition to what is stated in Clause 30.1 and 30.2 above, and in the absence of wilful misconduct or gross negligence, a Party's liability for damages shall per annum be limited to one hundred (100) millions SEK or one hundred (100) percent of the annual compensation for the Service(s), whichever is greater. This limitation of liability shall not limit the Supplier's liability according to Clause 30.2.

## 31 FORCE MAJEURE

31.1 Neither Party shall be liable to the other Party for any failure to perform any obligation under this Contract which is due to an event beyond the control of such Party including, but not limited to, war, riot, civil unrest, terrorism, strikes, §lock-out and other labour difficulties. The Party affected by such event shall inform the other party of the same and shall use all reasonable efforts to comply with the terms of the Contract.

31.2 If as a result of circumstances referred to in the Clause above the fulfilment of an obligation is delayed by more than ninety (90) days, the Party not prevented from fulfilling its obligations by such circumstances is entitled to terminate this Contract with immediate effect without incurring any liability therefore.

## 32 EXPORT

32.1 The Supplier shall comply with all applicable export control legislation and/or sanctions/embargoes regulations and shall, without undue delay, inform Scania of any changes to such applicable export control legislation and/or sanctions/embargo regulations which may have any impact on the export, re-export or use of the Deliverables and/or Services or an end product in which the Deliverables and/or Services are included.

32.2 The Supplier shall in no way have any connection or any type of interaction with parties listed in any type of Denied Party List issued from an applicable authority. The Supplier shall have in place procedures and processes as adequate for detecting whether such connection or interaction exists and shall immediately inform Scania in writing if it becomes aware of or if it suspects any such connection or interaction.

32.3 The Supplier shall inform Scania of direct or indirect changes in the control of the Supplier, which could have an impact on the applicable export control legislation and/or sanction/embargoes regulations. For the purpose of this Section 32.3, "control" shall mean ownership of at least 50% of the voting rights or interest in the issued share capital. Further, the Supplier shall inform Scania of circumstances (e.g. citizenship or an individual becoming a US green card holder), with respect to an individual, directly or indirectly, controlling the Supplier, a member of the board of directors of the Supplier or an individual which otherwise has a controlling influence of the Supplier, which could have an impact on the applicable export control legislation and/or sanctions/embargoes regulations.

32.4 The Supplier shall ensure that all and any relevant export approvals from applicable authorities are in place well in advance of delivery of Deliverables and/or Services which include classified items (hardware, software, technology or services).

32.5 The Supplier shall inform Scania of the applicable Export Control Code ("ECC") and any restriction according to the export approval for Deliverables and/or Services, at the earlier of (i) the date set forth in Scania's request for quotation; or (ii) at the time of delivery of the Deliverables and/or Services. The Supplier shall also provide, unless restricted under applicable law to do so, a copy of the export approval, no later than at the time of delivery of the Deliverables and/or Services. The Supplier shall promptly inform Scania of any changes of the ECC and/or export approval during the life cycle of the Deliverables or during the time of providence of the Services.

32.6 The Supplier shall inform Scania whether Deliverables and/or Services include any US content. If US content is included, the Supplier shall provide the ECC for the US content. If the Supplier has used De-Minimis calculation, the Supplier shall inform Scania of the percentage of the US content.

32.7 Scania agrees to inform the Supplier of valid ECC and restrictions according to export approval for classified items (hardware, software, technology or services) which are provided by Scania to the Supplier.

32.8 Each Party agrees to, upon request from the other Party, reasonably assist the other Party in obtaining a relevant export approval.

32.9 Scania may terminate this Contract (and/or any individual Purchase Orders hereunder) with immediate effect if the Supplier is in breach of, or if Scania reasonably suspects that the Supplier is in breach of, Section 32.1 or 32.2.

## 33 ASSIGNMENT

33.1 Neither Party may assign this Contract or any Purchase Order or any of its rights and obligations under this Contract or under a Purchase Order without the prior written consent of the other Party.

33.2 Scania may however, without such approval, assign its rights and obligations under the Contract to a Scania Affiliated Company.

## 34 PREMATURE TERMINATION

34.1 In addition to what is set forth in other parts of the Contract regarding premature termination the following shall apply. The Contract may be prematurely terminated by Scania, in whole or in part, with one (1) month prior written notice, without Scania providing reasons therefore, as regards unperformed parts.

34.2 In case of premature termination according to (ii) above, Scania shall be entitled to allocate persons involved in the Service(s) for other similar work during the period of notice if Scania so wishes. In the event of the Supplier being able to provide personnel whom has been given notice work with other customers, Scania shall only make payment for that time during which the Supplier has been without occupation as a result of the notice given.

## 35 EFFECTS OF TERMINATION

In addition to what is set forth in other parts of the Contract regarding effects of termination the following shall apply. In case of termination of the Contract under the provisions governing term and termination and premature termination, on the day of termination:

- (i) all work shall cease;
- (ii) no further payment of compensation shall be due or be reserved, save with respect to work-in-progress performed by the Supplier; and
- (iii) the Supplier shall forthwith furnish to Scania all Deliverables in its possession, or that of any subcontractor, in the form and state of preparation then existing upon the day on which the Agreement ceases. The Supplier is entitled to compensation for work performed up until the day of termination. As an alternative, Scania may request the payments made to be repaid to Scania. Scania shall in such case return received materials and is not after the termination entitled to use the Deliverables of the Service(s).

## 36 PERSONAL DATA PROTECTION

36.1 Any processing of personal data on behalf of Scania shall be performed in accordance with the Data Processing Agreement.

## 37 CHANGES AND AMENDMENTS

37.1 Changes and amendments to the Contract are valid only if made in writing and signed by both Parties hereto.

37.2 If any provision of the Contract or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend the Contract in order to give effect to, so far as is possible, the spirit of the Contract. If the Parties fail to amend the Contract, the provision, which is void, invalid or unenforceable, shall be deemed deleted and the remaining provisions of the Contract shall continue in full force and effect unless the result would materially deviate from the Parties' intentions, in which case the Contract will instead be terminated.

## 38 ENTIRE CONTRACT

The Parties confirm that this Contract represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

## 39 NOTICES

39.1 All notices, requests or communications between the Parties shall be in writing and sent by courier, by airmail, by e-mail, to the addresses specified in this Contract or as subsequently amended.

39.2 Notices shall be deemed to have been received by the recipient where: (i) if delivered by courier, upon delivery to the recipient; or (ii) if sent by airmail, three (3) days after posting; or (iii) if sent by e-mail, upon dispatch provided receipt is duly confirmed by the other party.

39.3 Changes of address must be notified by a Party in the manner prescribed in this Clause.

## 40 COMPLIANCE WITH LAWS

40.1 The Supplier shall comply with all relevant laws and regulatory requirements.

40.2 Changes to the Service(s) which are necessitated by changes in law will be implemented by the Supplier, at its own costs, as soon as practical, and in any event no later than the effective date of such law or regulation.

**41 GOVERNING LAW AND DISPUTE RESOLUTION**

41.1 This Contract shall be governed by and construed in accordance with the laws of Sweden without regard to its principles of conflict of laws.

41.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators.

41.3 The seat of arbitration shall be Stockholm, Sweden.

41.4 The language to be used in the arbitral proceedings shall be English or Swedish.

41.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration Clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other Party.