



## Scania General Terms & Conditions for Services

These General Terms & Conditions for Services ("GTC-S") shall govern Scania's purchase of general services, for example ongoing services relating to facility management, catering, recruitment, marketing, security, auditing and compliance services. These GTC-S should, however, not be used for any financial services, IT-services, logistics services or construction contracts or for projects where the Supplier is to deliver a result. The Supplier shall provide the Services in accordance with these GTC-S which form an integrated part of Frame Agreements, Contracts and Purchase Orders.

### 1 DEFINITIONS

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

**"Actual Starting Date"** means the day on which the Service(s) is actually being delivered according to the Contract.

**"Agreed Starting Date"** means the day on which the Service(s) shall be delivered according to the Contract.

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

**"Data Processing Agreement"** shall mean the data processing agreement between the parties, in an appendix to the Contract.

**"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 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.

**"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 marks, 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"** means 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.

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

**"Scania Data"** means any data owned and/or provided by Scania.

**"Scania Dealers"** shall mean all companies within the Scania authorised distribution system.

**"Service(s)"** means the service(s) to be provided by the Supplier specified in the Description, as well as subsequently agreed modifications of content and scope.

**"Service Level Agreement"** or "SLA" means the guaranteed service levels for the Service(s), which are specified in appendix to the Contract.

### 2 DELIVERY OF SERVICE

2.1 The Supplier shall provide Scania with Service(s) according to the Contract including appendices.

2.2 The Service(s) shall commence on the Agreed Starting Date according to the Contract

2.3 The Service(s) shall be provided with the content, competence profiles, performance criteria and quality specified in the Description. The Supplier undertakes to provide the Service(s) in a diligent and professional manner.

2.4 The Supplier undertakes to perform the Service(s) with personnel who are suitable and qualified for the purpose. The Supplier also undertakes to cooperate with Scania's other suppliers when providing the Service(s) to Scania.

2.5 Any requirements on Scania relating to Scania's use of the Service(s) shall be specified in detail in the Description.

2.6 The Supplier shall ensure that the Service(s) is performed in accordance with any and all laws, regulations, and other provisions applicable from time to time.

2.7 After the Agreed Starting Date, the Supplier shall provide the Service(s) in accordance with the Description and the SLA. Scania shall be entitled to verify that the Service(s) complies with the Contract by conducting inspections or delivery testing.

2.8 The Actual Starting Date shall be the date on which:

- (i) Scania approves the Service(s) in writing; or
- (ii) the Service(s) satisfies the Description and Scania accepts by using the Service(s) in operations without any written objections to the Service(s).

2.9 If Scania does not approve the Service(s), the Supplier shall promptly correct and remedy any defects and/or shortcomings related to the Service(s) to secure that the Service(s) is performed in accordance with the Contract and the Description.

2.10 During the period when the Service(s) is performed, the Supplier undertakes not to use the personnel conducting the Services or similar services to companies that in any way compete with Scania, without Scania's written approval.

2.11 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 the Service(s) 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 ten (10) 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 DELAY AND PENALTY

4.1 Unless otherwise agreed the Supplier shall be deemed to be in delay when the Actual Starting Date for the Service(s) occurs after the Agreed Starting Date.

4.2 In the event of a delay, Scania shall be entitled to receive a penalty. The penalty shall be paid per each commenced week of delay, with 1 percent of the expected compensation for the Service(s) under the Contract. Penalties for a delay under this Clause 4.2 are limited to twenty (20) percent of the expected compensation for the Service(s) under the Contract.

4.3 If the performance of the Service(s) is delayed in any respect more than ten (10) weeks, Scania is entitled to terminate the Contract, including relevant Purchase Orders, in whole or in part.

4.4 Scania shall also be entitled to damages due to the delay, subject to the limitations set forth in Clause 21 (Limitation of Liability). Penalties which are paid due to delay shall be set off when the amount of damages is calculated.

### 5 CO-OPERATION AND CONTRACT MANAGEMENT

5.1 The Parties have appointed contact persons who will communicate directly with each other with respect to the Service(s). The contact persons will be familiar with the Contract and will be responsible for the ongoing management of the Contract, including any invoicing activities related thereto.

5.2 During the term of the Contract, the Supplier will, at its own costs, attend review meetings as specified in the Contract or as otherwise requested by Scania.

### 6 COMPENSATION AND CURRENCY

6.1 The Supplier is entitled to compensation for the Service(s) from Actual Starting Date in accordance with appendix to the Contract.

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

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

6.4 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 payments due to the Supplier, any such expenses covered by Scania.

6.5 All disputed invoices will be escalated in accordance with the dispute resolution procedure set out in Clause 36 (Governing Law and Dispute Resolution). Scania will be entitled to withhold payment of any charges disputed by Scania until resolution of the dispute.

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

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

### 7 INVOICES AND CORRESPONDENCE

7.1 The performed Service(s) shall be invoiced on a monthly basis in arrears for accumulated fees, unless otherwise stated in the Purchase Order, determined payment plan or other agreement between the Parties.

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

7.3 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) performed;
- (vii) Price and payment terms;
- (viii) Performance date(s);
- (ix) Quantity delivered, and/or hours performed; and

(x) Any additional information required under the Contract and/or the Purchase Order.

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

7.5 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.

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

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

7.8 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).

## 8 TERM OF PAYMENT

8.1 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 Clause 7 above and which is issued in accordance with the terms of the Contract.

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

8.3 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).

8.4 The Supplier shall not be entitled to invoice additional costs or charges, not specifically agreed upon by the Parties.

8.5 The Supplier may not suspend performance of the Service(s) if Scania is late in making payment, until the suspension claim has been settled by arbitration in accordance with the provisions set out in Clause 36 (Governing law and dispute resolution).

## 9 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 the 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.

## 10 FAULTS AND SHORTCOMINGS

10.1 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.

10.2 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.

10.3 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.

10.4 Scania is also entitled to damages due to faults and shortcomings, subject to the limitations set forth in Clause 21 (Limitation of Liability). Reductions which are given due to faults or shortcomings shall be set off when the amount of damages is calculated.

10.5 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.

## 11 SLA AND LIQUIDATED DAMAGES

If the Parties have agreed on guaranteed service levels for the Service(s), in the event of deviation therefrom, the Supplier is liable to pay liquidated damages to the extent set forth in the SLA. Scania is also entitled to damages subject to the limitations of liability set forth in Clause 21 (Limitation of Liability). Liquidated damages which are paid due to deviation from the SLA shall be set off when the amount of damages is calculated.

## 12 REQUEST FOR CHANGE

12.1 The Supplier may not modify the Service(s), or change the way in which the Service(s) is provided, without Scania's written approval.

12.2 The Supplier shall work proactively and endeavour to constantly improve the performance of the Service(s).

12.3 Scania may, by written request to the Supplier, propose a change to the content of the Service(s) and the SLA. Within two (2) weeks from receipt of any such request, the Supplier shall inform Scania, in writing, whether it accepts the changes and regarding the consequences of the proposed change, including information regarding how the change will affect the Service(s) in respect of compensation, quality and SLA.

12.4 If Scania accepts these consequences, the Contract and appendices shall be updated in writing in respect of the agreed change. The Supplier shall thereafter perform the Service(s) in accordance with any agreed change. In the event the Parties have not reached an agreement regarding change of the Description, the previously agreed Description shall apply.

12.5 The Supplier shall not be entitled to refuse Scania's request for change, additions or modifications where the Supplier cannot demonstrate reasonable cause for such refusal.

## 13 SECURITY AND ACCESS

13.1 The Supplier, the Supplier's employees and any subcontractor shall comply with applicable security provisions in the Contract, Description and Scania Isec Requirements in conjunction with of the Service(s).

13.2 Supplier's personnel shall before entering in to an assignment at Scania's premises attend Scania's mandatory introduction training on Scania work place 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.

13.3 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).

13.4 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.

## 14 PERSONAL DATA PROTECTION

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

## 15 INDEPENDENT CONTRACTORS

The Supplier is an independent contractor under the 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.

## 16 SUBCONTRACTORS

The Supplier shall only be entitled to use subcontractors for the performance of the Service(s) to the extent agreed at the time of the execution and as stated in the Description or thereafter agreed by the Parties in writing. The Supplier has the same responsibility for work performed by subcontractor as for his own work.

## 17 INTELLECTUAL PROPERTY RIGHTS

17.1 Subject to the Contract the Supplier grants to Scania a non-exclusive right to access and use the Service(s) and the applicable Documentation. The right to use the Service(s) is also granted to Scania Affiliated Companies and Scania Dealers without geographical limitations.

17.2 Any Intellectual Property Rights relating to the Deliverables, shall vest in Scania with full and unlimited ownership, including the right to modify and transfer such Intellectual Property to a third party, unless otherwise is agreed.

17.3 Scania Data is and shall always remain the exclusive property of Scania and shall not, without Scania's approval, be used by the Supplier for any other purpose than to provide the Service(s).

17.4 The Parties acknowledge that this Contract does not transfer any right, title or interest of any Intellectual Property Right, other than what is specifically regulated in this Clause 17.

## 18 TRADE MARKS AND REFERENCES

18.1 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.

18.2 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.

## 19 CLARIFICATION OF RIGHTS

The Supplier represents and warrants that:

- (i) the Service(s) provided under the Contract, does 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 the Service(s) to Scania are obtained and will remain in full force throughout the term of the Contract and Scania's future use thereof; and
- (iii) should the warranty in this Clause not be fulfilled, the Supplier will consult with Scania prior to using any relevant third party service, and not proceed to utilize them without Scania's prior written approval.

## 20 INFRINGEMENT

20.1 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) 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.

20.2 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 service of equivalent function and performance; or
- (iii) modify the Service(s) so that it become non-infringing without detracting from function or performance.

20.3 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.

## 21 LIMITATION OF LIABILITY

21.1 Subject to the limitations below neither Party will be liable to the other Party under the 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.

21.2 The limitations of liability shall not concern or limit

- (i) the Supplier's liability according to Clause 20 (Infringements),
- (ii) liability for breach of undertakings according to Clause 31 (Confidentiality),
- (iii) liability for breach of undertakings relating to Clause 14 (Personal Data Protection),
- (iv) liability for breach of undertakings relating to Clause 25 (Supplier Code of Conduct)
- (v) loss or corruption of data, or
- (vi) any liability in the event of wilful misconduct or gross negligence.

21.3 In addition to what is stated in Clause 21.1 and 21.2 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 21.2.

## 22 INSURANCE

22.1 The Supplier will have in place and maintain appropriate insurance to reflect its liabilities under the Contract.

22.2 The Supplier shall at least maintain throughout the contract term hereof valid errors & omissions (E&O) liability insurance including public liability. All such insurance coverage purchased shall be placed with insurers of good financial strength with adequate sums insured and cover on worldwide geographical limits. The Supplier shall annually upon renewal of any relevant policy furnish Scania with a certificate of insurance as issued by its insurer/s or broker/s, showing key details such as insurer(s), policy number, sum(s) insured, basic coverage description, geographical limits, deductible(s), and main exclusions.

22.3 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 ten million (10,000,000) SEK for the calendar year during which the Service(s) is performed). In addition, the Supplier shall take out property insurance covering all Scania's equipment provided by Scania and in the Supplier's possession.

## 23 FORCE MAJEURE

23.1 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 similar 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.

23.2 If as a result of circumstances referred to in Clause 23.1 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.

## 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) 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 SUPPLIER CODE OF CONDUCT

The Supplier accepts and undertakes to comply with all requirements in the "Scania Supplier Code of Conduct" including any amendments and changes therein and to conform to, and apply, the United Nations Global Compact. The Supplier agrees to implement a corresponding undertaking with its subcontractors.

## 26 ASSIGNMENT

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

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

## 27 CHANGES AND AMENDMENTS

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

27.2 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.

## 28 ENTIRE CONTRACT

The Parties confirm that the 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.

## 29 NOTICES

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

29.2 Notices shall be deemed to have been received by the recipient where:

- (i) if delivered by courier, upon delivery to the recipient;
- (ii) if sent by mail, three (3) days after posting; or
- (iii) if sent by e-mail, upon dispatch provided receipt is duly confirmed by the other Party.

29.3 Changes of addresses must be notified by a Party in the manner prescribed in this Clause.

## 30 COMPLIANCE WITH LAWS

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

30.2 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.

## 31 CONFIDENTIALITY AND ACCESS TO DATA

31.1 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 the Contract;
  - (ii) all Scania Data;
  - (iii) all 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");
  - (iv) 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.

31.2 Clause 31.1 will not apply if and to the extent that the Party disclosing Confidential Information can demonstrate that:

- (i) 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
- (ii) the Confidential Information concerned was lawfully in its possession (as evidenced by written records) prior to it being obtained or received; or
- (iii) the Confidential Information concerned has come into the public domain other than through its fault.

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

31.4 Notwithstanding what is stated in this Section 16, 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.

31.5 The conditions set forth in this Clause 31 shall continue to apply for a period of five (5) years after the termination of the Contract.

31.6 The Supplier may under no circumstance deny Scania access to Scania Data regardless of conflicting regulations in Contracts or any other contract term.

31.7 Scania Data is and shall always remain the exclusive property of Scania. The Supplier undertakes to only process Scania Data according to the Description of Service, Scania's instructions and Scania ISec Requirements.

## 32 AUDIT RIGHTS

The Supplier shall free of charge provide Scania, Scania's auditors (including financial and security 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, 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.

## 33 EXPORT

33.1 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.

33.2 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.

33.3 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/embargos regulations. For the purpose of this Section 33.3, "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.

33.4 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).

33.5 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.

33.6 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.

33.7 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.

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

33.9 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 33.1 or 33.2.

#### **34 EARLY TERMINATION**

34.1 Either Party may terminate the Contract upon written notice with immediate effect in the event that the other Party:

- (i) materially breaches its obligations under the Contract and which are incapable of remedy, or if the breach is capable of remedy, if the Party does not remedy the breach within thirty (30) days of notice from the other Party;
- (ii) becomes bankrupt, ceases payments, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent; or
- (iii) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

34.2 The Contract may be prematurely terminated by Scania, in whole or in part with immediate effect

- (i) in the event that an important change in the ownership of the Supplier, directly or indirectly, occurs or
- (ii) if any warranty given in the Contract is found to be untrue or misleading.

#### **35 CONSEQUENCES OF TERMINATION**

35.1 Any termination of the Contract (howsoever occasioned) shall not affect any accrued or future rights or liabilities of either Party under the Contract.

35.2 Upon termination of the Contract, the Supplier shall immediately return any material, equipment, data, objects and information that are the property of Scania (or any third party provider engaged by Scania) to Scania (or to the party identified by Scania), and those items which are in electronic form shall be delivered in electronic form in accordance with Scania's instructions.

35.3 The Supplier shall also assist Scania and/or the replacement supplier to the extent reasonably required to facilitate a smooth migration of the Service(s) to Scania or the replacement supplier. If Scania terminates the Contract in accordance with Clause 34, such co-operation and assistance shall be provided at no cost to Scania. In all other cases, the Supplier may charge a reasonable sum to cover the cost of providing such co-operation and assistance.

35.4 Upon written request by Scania, the Supplier shall permanently and irrevocably destroy all data and other information concerning the Contract and/or Service(s).

35.5 Scania shall not in any circumstances be liable to the Supplier for redundancy payments and staff termination costs arising from termination or expiry of the Contract.

#### **36 GOVERNING LAW AND DISPUTE RESOLUTION**

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

36.2 Any dispute, controversy or claim arising out of or in connection with the Contract, 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.

36.3 The seat of arbitration shall be Stockholm, Sweden.

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

36.5 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.