



# SCANIA

**Contract relating to the provision of [insert high level description of goods/services being supplied]**

<b><u>Commercial Terms</u></b>	
<b>Supplier:</b>	
<b>Commencement Date:</b>	<b>Initial Term:</b>
<b>Services:</b>	
<b>Goods:</b>	
<b>Timetable:</b>	
<b>Charges:</b>	
<b>Service Levels</b>	
<b>Data Protection</b> - is the Supplier processing any Personal Data as part of the Agreement and/or is there a need for data security obligations?	<input type="checkbox"/> <b>Yes</b> - The provisions set out in <b>Clause 15</b> and <b>Schedule 6</b> shall apply to the Services. <input type="checkbox"/> <b>No</b> - <b>Clause 15</b> and <b>Schedule 6</b> shall not apply.
For and on behalf of: <b>Scania (Great Britain) Limited</b>  ..... Authorised Signatory Print Name: Position: Date:	For and on behalf of: <b>Supplier</b>  ..... Authorised Signatory Print Name: Position: Date:
<b>Schedule 1 – Services</b> [If used, include full details including Deliverables, specifications, governance] <b>Schedule 2 – Goods</b> [If used, include full details of Goods being purchased & any Goods Specifications applicable] <b>Schedule 3 – Timetable</b> [If used, include milestones, long stop dates and delay payments where relevant] <b>Schedule 4 – Charges</b> [If used, include any methods of calculating the Charges for the Goods and/or Services] <b>Schedule 5 – Service Levels</b> [If used, include full details of service levels and credits and reporting requirements] <b>Schedule 6 – Data Processing and Security Terms</b> [If used, complete the Processing Instructions]	



THIS AGREEMENT is made on \_\_\_\_\_ 20[ ]

**BETWEEN**

- (1) **SCANIA (GREAT BRITAIN) LIMITED**, a company registered in England and Wales under company registration number 831017. Registered office: Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8HB (“Scania”); and
- (2) **[SUPPLIER NAME]**, a company registered in England and Wales under company registration number **[COMPANY NUMBER]**. Registered office: **[Address]** (the “Supplier”),

each a “Party” and together the “Parties”.

**BACKGROUND:**

- (A) The Supplier is an independent business willing to provide the goods and/or services to Scania as set out in this Agreement (defined below).
- (B) Scania wishes to appoint the Supplier to provide **[INSERT A PLAIN ENGLISH SUMMARY OF THE GOODS/SERVICES TO BE PROVIDED]** on the terms and conditions of this Agreement.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following terms have the following meanings:

“**Affiliate**” means as regards a Party, its ultimate holding company and each of its ultimate holding company’s other subsidiaries for the time being and “**Affiliates**” shall be interpreted accordingly;

“**Agreement**” means this agreement, its Schedules, the Commercial Terms and any other documents incorporated by reference or attached to this agreement (all as may be varied from time to time);

“**Applicable Laws**” means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the provision of the Goods and/or Services from time to time;

“**Authorised Dealers**” means members of Scania’s authorised dealer and/or repairer network from time to time (and “**Authorised Dealer**” shall be construed accordingly;

“**Background IPR**” means all IPRs owned by or licensed to a Party or any of its Affiliates or developed by or on its behalf or any of its Affiliates, in either case independently of this Agreement;

“**Charges**” means the charges which become due and payable by Scania to the Supplier in respect of the Goods and/or Services, as set out in the Commercial Terms (Charges);

“**Commencement Date**” means the date on which this Agreement commences as set out in the Commercial Terms;

“**Commercial Terms**” means the terms set out on the front sheet to this Agreement and in **Schedules 1 to 5 of this Agreement**;

“**Confidential Information**” means any information, that relates to the business, affairs, operations, customers (including customer data), processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the disclosing party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked “confidential”), or which ought reasonably be considered to be confidential or other matters connected with the Goods and/or Services;



“**Contract Year**” means each twelve (12) month period commencing on the Commencement Date and each successive twelve (12) month period thereafter;

“**Data Protection Laws**” means any Applicable Laws that apply to the Processing of Personal Data within the United Kingdom, the European Community and any other applicable jurisdiction to which Personal Data may be transferred in accordance with this Agreement, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant supervisory authority from time to time;

“**Deliverables**” means all deliverables and/or materials to be provided or made available to Scania pursuant to this Agreement (including any specified in the Commercial Terms) or in consequence of, or arising out of, the provision of the Services, including any know-how, reports, analyses, technical information, specifications and recommendations together with any deliverables and/or materials commissioned by the Supplier from third parties;

“**Delivery**” means the completion of unloading of the Goods subject to a Purchase Order at the Delivery Location;

“**Delivery Date**” means the date specified in the Purchase Order or, if no such date is specified, then within five (5) Working Days of the date of the Purchase Order;

“**Delivery Location**” means the location for delivery of the Goods as specified by Scania in a Purchase Order or otherwise in writing;

“**Dispute**” means any dispute, disagreement or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes and claims);

“**Employment Liabilities**” means all Losses including any redundancy payments or payments in lieu of notice and any liability to taxation and charges whether arising under statute, contract or at common law;

“**Force Majeure Event**” means any cause affecting the performance by a Party of any of its obligations under this Agreement, which is beyond its reasonable control and which, by its nature, could not have been reasonably foreseen, including acts of God, riots, war, acts of terrorism, severe fire, severe flood, storm or earthquake and any disaster, but excluding any cause resulting from industrial action taken by the Supplier’s workforce or by the workforce of any of its supply chain, any act or omission of the Supplier, its workforce, or the Supplier’s supply chain and any cause that merely makes performance of a Party’s obligations under this Agreement more expensive or less profitable to perform;

“**Good Industry Practice**” means the exercise by the Supplier of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced supplier of the Goods and/or Services or comparable Goods and/or Services;

“**Goods**” means the goods (or any part of them) set out in a Purchase Order and/or as detailed in the Commercial Terms;

“**Goods Specification**” means any specification for the Goods, including any related plans and drawings, as set out in the Commercial Terms or as agreed in writing by the Parties;

“**Initial Term**” means the term specified as such in the Commercial Terms;

“**Insolvency Event**” means in relation to either Party, that it becomes insolvent or unable to pay its debts as they fall due or becomes subject to, or itself takes any steps to invoke, any law, proceedings, procedure or third party action preliminary or relating to its insolvency, winding-up, liquidation, administration or receivership (or any analogous proceedings in any jurisdiction) or any enforcement of any security against it, or to a rescheduling, composition or arrangement in respect of any of its debts;

“**IPRs**” means any and all intellectual property rights of any nature anywhere in the world whether



registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;

**"Losses"** means all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on an indemnity basis) (and **"Loss"** shall be construed accordingly);

**"Personal Data"** has the meaning given to it in the Data Protection Laws;

**"Processing" and "Process(es)"** has the meaning given to it in the Data Protection Laws;

**"Purchase Order"** means Scania's order for the supply of goods/services as set out in Scania's purchase order form, in Scania's written acceptance of the Supplier's quotation or in any other agreed written format between the Parties;

**"Recall Notice"** means where any Goods are, or become, the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw those Goods from the market;

**"Replacement Supplier"** means any supplier of Replacement Services appointed by Scania from time to time (including Scania where relevant);

**"Replacement Services"** means any services which are identical or substantially similar to any of the Services and which Scania receives in substitution for any of the Services following the termination or expiry of this Agreement, whether

those services are provided by Scania internally or by any Replacement Supplier;

**"Scania Data"** means any data (including any Personal Data relating to the staff, customers or suppliers of Scania), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to the Supplier by or on behalf of Scania, or which the Supplier is required to generate, process, store or transmit pursuant to this Agreement;

**"Scania Group"** means Scania, and Scania CV AB (publ.) and any of Scania CV AB (publ.)'s subsidiary undertakings as defined in section 1162 of the Companies Act 2006;

**"Scania Infosec Questionnaire"** means Scania's 3<sup>rd</sup> Party Assessment Form relating to the Services;

**"Scania Property"** means all products, vehicles, chassis, goods, stock, materials, Scania Data, Services Specifications, Goods Specification, documents and any other items that may be supplied by or on behalf of Scania pursuant to, or in connection with, this Agreement or produced or obtained by the Supplier wholly or partly at Scania's expense;

**"Services"** means

- a) the services set out in the Commercial Terms and/or the Purchase Order;
- b) all activities functions and services necessary for the proper supply of, ancillary to or customarily included as part of the services set out in the Commercial Terms;
- c) all Deliverables which are to be supplied by the Supplier under the Agreement; and
- d) the supervisory services required to ensure the Services are properly supplied;



“**Service Credits**” means any service credits that are payable in respect of a failure to meet any of the Service Levels as set out in the Commercial Terms; if applicable;

“**Service IPR**” means any IPRs in items created by the Supplier (or by a third party on behalf of the Supplier) during the provision of the Services and comprised within the Deliverables and delivered under this Agreement and updates and amendments of these items, including any IPRs developed jointly by the Parties during the course of or for the purposes of the Services;

“**Service Levels**” means the service levels and minimum standard of performance required of the Services as set out in the Commercial Terms, if applicable;

“**Service Level Failure**” means a failure by the Supplier to deliver any part of the Goods and/or Services in accordance with the Service Levels;

“**Services Specification**” means in relation to any Services, the documents detailing the requirements of the Services; all preparatory materials which relate to the Services; and/or all information of any description which explains how the Services shall be provided including those set out in the Commercial Terms;

“**Supplier Personnel**” means all employees, officers, staff, other workers, agents and consultants of the Supplier and of any sub-contractors of the Supplier who are wholly or mainly assigned to providing the Services from time to time;

“**Term**” means the period from the Commencement Date to the date of termination or expiry of this Agreement;

“**Timetable**” means the timetable for the delivery of the Services including Deliverables to Scania as set out in the Commercial Terms, or as otherwise agreed by the Parties;

“**Transfer Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other regulations

enacted for implementing the Acquired Rights Directive (Council Directive 234/2007 EEC) into English law; and

“**Working Day**” means Monday to Friday, excluding any bank or public holidays in England and Wales.

1.2 In this Agreement:

1.2.1 Clause and Schedule headings shall not affect the interpretation of this Agreement;

1.2.2 references to Clauses and Schedules are, unless otherwise provided, references to the clauses of and schedules to this Agreement;

1.2.3 a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.4 the Schedules to this Agreement shall be regarded as incorporated into this Agreement;

1.2.5 in the case of conflict or ambiguity, the order of precedence for this Agreement shall be as follows:

- (a) the body of this Agreement; and then
- (b) the Schedules; and then
- (c) the Commercial Terms; and then
- (d) the Purchase Order;

1.2.6 unless a right or remedy of a Party is expressed to be an exclusive right or remedy, the exercise of it by a Party is without prejudice to that Party's other rights and remedies;



1.2.7 holding company and subsidiary: mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;

1.2.8 any phrase introduced by the words "including", "includes", "in particular" or "for example" or similar shall be construed as illustrative and are deemed to have the words "without limitation" following them;

1.2.9 unless the context otherwise requires, any reference to the European Union shall include the UK and any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted;

1.2.10 this Agreement and the Goods and/or Services are for the

benefit of Scania and its Affiliates and Authorised Dealers. Accordingly, unless the context otherwise dictates, references to the Goods and/or Services being supplied to, or other activities being provided for, Scania, any benefits, warranties, indemnities and rights granted or provided to Scania, any licence being granted to Scania, and the business, operations, customers, assets, IPRs, agreements or other property of Scania, shall be construed as if reference to Scania were to each of Scania and its Affiliates and Authorised Dealers. However, obligations of Scania shall not be interpreted as obligations of any Affiliate of Scania and/or any Authorised Dealer; and

1.2.11 "writing" or "written" excludes faxes and e-mails, unless stated otherwise.

**2. ENGAGEMENT, COMMENCEMENT AND DURATION**

2.1 With effect from the Commencement Date, Scania engages the Supplier to provide the Goods and/or Services to Scania and the Supplier agrees to provide the Goods and/or Services to Scania upon the terms and conditions set out in this Agreement.

2.2 The Supplier's appointment is not exclusive and does not guarantee any level of business for the Supplier.

2.3 This Agreement shall commence on the Commencement Date and (unless terminated earlier in accordance with this Agreement) shall continue for the Initial Term.

2.4 On expiry of the Initial Term, Scania may elect to extend this Agreement by a further period of up to [INSERT] [months][years] ("Extension Period") by serving not less than [INSERT] [days] [months] written notice on the Supplier prior to expiry of the Initial Term.

2.5 On expiry of the Extension Period (or if Scania does not elect to extend this Agreement pursuant to Clause 2.4, on expiry of the Initial Term) this Agreement shall (subject to early termination in accordance with the provisions of this Agreement) continue thereafter on a rolling basis





unless or until terminated by Scania on not less than [thirty (30) days] written notice or the Supplier on not less than [four (4) months] written notice.

### 3. SERVICES AND SERVICE STANDARDS

3.1 In providing each of the Services, the Supplier warrants, represents and undertakes to Scania that at all times it shall during the Term provide:

3.1.1 the Services in accordance with all provisions of this Agreement, including the Commercial Terms;

3.1.2 the Services so as to meet or exceed the Service Levels and in accordance with the Timetable; and

3.1.3 all personnel, equipment and materials necessary for the provision of the Services.

3.2 The Supplier shall ensure that:

3.2.1 sufficient Supplier Personnel are available at all times to supply the Services in accordance with this Agreement;

3.2.2 all Supplier Personnel have the necessary skills, experience and qualifications to supply the Services (including any specific roles allocated by the Supplier in relation to the Services) in accordance with this Agreement. The Supplier shall be responsible for all costs, fees, expenses and charges for any training that may be necessary or required for any Supplier Personnel to supply the Services;

3.2.3 each of the Supplier Personnel attending any Scania premises complies with all reasonable and lawful directions and instructions given from time to time on behalf of Scania and any security, health and safety or other policies and regulations that apply to such premises which are from time to time in force; and

3.2.4 the Deliverables shall meet the Services Specification and any other requirements agreed between the Parties and shall be free from non-trivial errors and defects in the design, materials and workmanship or the media on which the Deliverables are recorded.

3.3 The Supplier confirms that:

3.3.1 if it has been requested to complete the Scania Infosec Questionnaire, it has done so to the best of its ability and warrants and represents that the answers provided are accurate in all respects and are provided in the utmost good faith;

3.3.2 it will comply with the Scania Information Security Appendix – General doc, as updated from time to time (“**Security Appendix**”) throughout the Term, unless and to the extent any term of the Security Appendix is waived or amended by SGB in writing; and

3.3.3 the responses given in the Supplier’s response to Scania’s ‘Request for Quotation’ and otherwise to Scania prior to entering into this Agreement in connection with the



award of this Agreement are true and accurate in all respects and were provided in the utmost good faith.

- 3.4 In the event that Scania identifies that any answer in the Scania Infosec Questionnaire is not accurate and correct or that the Supplier has failed to comply with **Clauses 3.3.2 or 3.3.3** above then it shall, without prejudice to its other rights or remedies, be entitled to terminate this Agreement for a material breach incapable of remedy pursuant to **Clause 17.1.2**.

#### 4. SERVICE LEVELS

- 4.1 The Supplier shall, within five (5) days of the end of each month, submit to Scania a report (in the form required by Scania) detailing:

4.1.1 the Supplier's performance against the Service Levels in (i) the preceding month, (ii) the three (3) month period up to the end of the relevant month and (iii) the twelve (12) month period up to the end of the relevant month;

4.1.2 any Service Level Failures in the relevant month, the causes of such Service Level Failures and the steps taken by the Supplier to mitigate the effects and prevent the recurrence of such Service Level Failures; and

4.1.3 any other matters agreed between the Parties.

- 4.2 The Parties shall attend performance review meetings as and when required by Scania. The performance review meetings shall be the forum for the review by the Supplier and Scania of the Supplier's performance against the Service Levels and this Agreement.

- 4.3 In the event of a Service Level Failure (or other failure to provide the Services in accordance with the standards required by the Agreement ("**Service Fault**"), the Supplier shall, at its own cost and without prejudice to Scania's other rights or remedies, promptly:

4.3.1 notify Scania of the Service Level Failure/Service Fault;

4.3.2 investigate the underlying causes of the Service Level Failure/Service Fault;

4.3.3 report the findings of such investigation to Scania and set out the steps the Supplier intends to take in order to mitigate the effects of the Service Level Failure/Service Fault and prevent it from recurring;

4.3.4 take whatever action is necessary to minimise the impact of the Service Level Failure/Service Fault and to prevent it from recurring;

4.3.5 correct the Service Level Failure/Service Fault and resume the provision of the Services to the standard required to achieve the relevant Service Level/standard;

4.3.6 advise Scania of the status of remedial efforts being undertaken with respect to the underlying cause of the Service Level Failure/Service Fault; and

4.3.7 pay any Service Credit payable in respect of the Service Level Failure to Scania in the form of a credit note by the twentieth (20th) Working Day after the date it incurs





the Service Credit (or, if no further Charges are due to the Supplier, as a debt payable to Scania immediately on incurring the Service Credit). The Parties acknowledge that Service Credits act as a retrospective adjustment to the Charges to reflect the actual level of Service delivered by the Supplier. Accordingly, Service Credits shall not be Scania's sole or exclusive remedy, nor will the payment of Service Credits apply against the contract liability cap(s) contained in this Agreement.

## 5. THE SUPPLIER'S GENERAL OBLIGATIONS

5.1 In providing the Goods and/or Services, the Supplier warrants, represents and undertakes to Scania that at all times it shall during the Term:

- 5.1.1 provide the Goods and/or Services in accordance with Good Industry Practice;
- 5.1.2 provide the Goods and/or Services in accordance with all Applicable Laws including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- 5.1.3 comply with all reasonable instructions and directions given by Scania;
- 5.1.4 obtain and maintain in full force all necessary consents, approvals, authorisations, licences permissions, permits, and tariff, duty and customs payments which are required for it to perform its obligations under this Agreement; and
- 5.1.5 comply with all applicable Scania policies and procedures as may be notified by Scania to the Supplier from time to time.

## 6. SUPPLY OF GOODS

6.1 The Supplier warrants, represents and undertakes that all Goods shall:

- 6.1.1 correspond with their description and any applicable Goods Specification;
- 6.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Scania, expressly or by implication, and in this respect, Scania relies on the Supplier's skill and judgement; and
- 6.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for its normal working life or, if less, two (2) years after Delivery.

6.2 Scania may inspect and test the Goods at any time before or following Delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement.

6.3 Scania may conduct further inspections and tests after the Supplier has carried out its remedial actions.



- 6.4 Without prejudice to any other right or remedy which Scania may have under this Agreement or otherwise, if, the Goods are not provided in accordance with the terms of **Clauses 5.1 or 6.1**, Scania may:
- 6.4.1 reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier and require a full refund to be paid forthwith by the Supplier;
  - 6.4.2 require the Supplier at its expense to promptly (and within any reasonable time period specified by Scania) either remedy any defect in the Goods or to supply replacement Goods and/or carry out any works necessary work to ensure that the terms of the Agreement and the relevant Purchase Order, including any Goods Specification and the Supplier's undertakings at **Clause 6.1** are fulfilled;
  - 6.4.3 refuse to accept any further deliveries of the Goods without any liability to the Supplier; and
  - 6.4.4 claim such Losses as may have been sustained in consequence of the Supplier's breach.
- 6.5 The Supplier shall indemnify Scania against all Losses arising as a result of or in connection with:
- 6.5.1 defective workmanship, quality or materials, defective products in breach of the Consumer Protection Act 1985 or the General Product Safety Regulations 2005;
  - 6.5.2 any deficiency in any applicable whole vehicle type approval process and any subsequent verification or enquiry from Scania or any appropriate authority relating to the Goods and their contribution to the whole vehicle type approval process; and
  - 6.5.3 any claim made against Scania by a third party arising out of, or in connection with (i), the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier or the Supplier Personnel; or (ii) death, personal injury or damage to property arising out of, or in connection with, defective Goods (whether subject to Recall Notice or not), to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier or the Supplier Personnel.

## **7. DELIVERY, ACCEPTANCE, RISK AND TITLE OF THE GOODS**

- 7.1 The Supplier shall ensure that:
- 7.1.1 the Goods are properly packed and secured in such manner as to enable them to reach the Delivery Location in good condition;
  - 7.1.2 each Delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;



- 7.1.3 it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier;
- 7.1.4 the Goods are delivered to Scania cleared for import and with all applicable taxes and duties paid by the Supplier; and
- 7.1.5 the Goods are otherwise delivered in accordance with the Commercial Terms.
- 7.2 The Supplier shall deliver the Goods, on the Delivery Date, to the Delivery Location, during Scania's normal hours of business, or as otherwise instructed by Scania.
- 7.3 Scania shall not be deemed to have accepted any of the Goods until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 7.4 Risk and title in the Goods shall pass to Scania on Delivery.

## 8. SCANIA PROPERTY

- 8.1 All Scania Property, if any, shall at all times:
  - 8.1.1 be and remain the exclusive ownership (both legal and equitable) of Scania;
  - 8.1.2 only be used by the Supplier in performing its obligations under this Agreement;
  - 8.1.3 be kept separate and apart from all other property and clearly marked as the property of Scania;
  - 8.1.4 be held, maintained and kept in good condition by the Supplier in safe custody and at its own risk;
  - 8.1.5 not to be disposed of other than in accordance with Scania's written instructions and, in any event, with the approval of an authorised signatory of Scania; and
  - 8.1.6 be delivered up to Scania at the request of Scania and, in any, event, promptly upon termination or expiry of this Agreement.
- 8.2 For the avoidance of doubt, irrespective of ownership, Scania Property shall be at the risk of the Supplier until it has been returned to Scania.
- 8.3 The Supplier grants to Scania an irrevocable authority to enter the premises where Scania Property is located to take possession of such Scania Property.
- 8.4 For the avoidance of doubt the Supplier's obligations in **Clause 8.3** shall only apply where the Supplier is or should be in a position to grant such entrance. The Supplier shall use its best endeavours to ensure that it is in a position to grant entrance to Scania under **Clause 8.3**.
- 8.5 The Supplier agrees to waive any and all liens that it might otherwise have on any Scania Property although this shall not be construed as a waiver of any other right of recovery of any charges which may be due to the Supplier under this Agreement.



- 8.6 The Supplier shall promptly on receipt inspect Scania Property and ensure that it is suitable for use by the Supplier in the provision of Services under this Agreement or shall promptly notify Scania where and to the extent that Scania Property is not suitable for such use.
- 8.7 The Supplier shall keep Scania indemnified in full against any loss, damage, injury costs and expenses awarded against or incurred or paid by Scania in connection with any of Scania Property which is under the control of the Supplier.

## 9. PRODUCT RECALL

- 9.1 If either Party becomes aware of a Recall Notice it shall immediately notify the other Party in writing enclosing a copy of the Recall Notice.

- 9.2 In the event of a Recall Notice, the Supplier shall:

9.2.1 comply with the Recall Notice;

9.2.2 give such assistance as Scania reasonably requires in order to recall or withdraw the Goods from the market, and otherwise comply with Scania's written instructions about the process of complying with the requirements of the Recall Notice;

9.2.3 indemnify Scania against all Losses as a result of or in connection with the recall of the Goods subject to the Recall Notice; and

9.2.4 on Scania's written instructions, either:

- (a) promptly, and in any event within sixty (60) days of the date of the Recall Notice, provide a full refund for the Goods subject to the Recall Notice;
- (b) provide replacement goods that are identical or materially the same as the Goods that were subject to the Recall Notice (the "**Replacement Goods**"); or
- (c) take any actions as necessary so to ensure the conformity of the Goods subject to the Recall Notice with both the original Goods Specification and/or any recommendations or instructions of the regulatory body that initiated the Recall Notice; and

9.2.5 where Scania notifies the Supplier of its intention to make a request under **Clause 9.2.4(b)**, the Supplier shall first, as soon as possible, provide Scania with:

- (a) a description of the Replacement Goods;
- (b) a genuine estimate of the timeframes in which it can comply with such a request and the basis for such estimate; and
- (c) any other information about the Replacement Goods that Scania might reasonably request;

following which, Scania will then confirm whether it wishes to proceed with this option.



Version [NO.]

Last updated [DATE] [PLEASE DELETE THIS WORDING BEFORE SIGNING]

9.3 In the event that the Supplier cannot or fails to, for whatever reason, comply with its obligations under **Clause 9.2.4 or 9.2.5**, without prejudice to any of Scania's rights under this Agreement, Scania may terminate this Agreement (or any part of it) immediately on the basis of a material breach of this Agreement incapable of remedy.

## 10. CHARGES AND PAYMENT

10.1 In consideration of, and subject to, the provision of the Goods and/or Services by the Supplier in accordance with the terms of this Agreement, Scania shall pay the Charges for the Goods and/or Services to the Supplier in accordance with the Commercial Terms and the provisions of this **Clause 10**.

10.2 The Charges are expressed as being exclusive of VAT which shall be added to the Charges if properly payable by Scania at the prevailing rate. Scania shall not be liable for any changes to the Charges, or any additional charges or other amounts (including expenses) unless specified in this Agreement or with the prior written agreement of Scania.

10.3 Unless the Commercial Terms state otherwise:

10.3.1 Where the Charges (or any element of the Charges) are calculated by reference to time worked:

a) the Supplier shall (subject to any agreed cap) only charge Scania for the time actually worked by the Supplier Personnel and not for meal breaks, holidays or sickness;

b) all invoices relating to 'time and material' fees shall be accompanied by time sheets demonstrating the time spent by the relevant individual, unless otherwise agreed with Scania;

10.3.2 the Supplier shall be solely responsible for all expenses and third party costs it incurs in supplying the Goods/Services, unless agreed otherwise in writing with Scania;

10.3.3 all Charges are fixed for the Initial Term; and

10.3.4 any third-party costs incurred by the Supplier in supplying the Goods/Services and which Scania has agreed to reimburse the Supplier for ('**Third Party Fees**') shall be passed through to Scania without any mark up or uplift.

10.4 The Supplier warrants that the Charges are (and shall be for the duration of the Term) no higher than those it charges to its other customers of services of a similar scope, nature and functionality to the Services.

10.5 The Supplier shall invoice Scania for the Goods and/or Services in accordance with the Commercial Terms and this **Clause 10**. Each invoice must be a proper VAT invoice and quote the relevant purchase order number (if applicable) for the Goods and/or Services and be sent either:

10.5.1 as a .pdf to [sgb.PL@scania.com](mailto:sgb.PL@scania.com); or



- 10.5.2 by post to Scania (Great Britain) Limited, PO Box 5518, Purchase Ledger Department, Milton Keynes, MK15 8XN, clearly marked for the attention of Scania's Accounts Payable Department.
- 10.6 Scania may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this Agreement or any other agreement pursuant to which the Supplier provides goods or services to Scania or any member of the Scania Group.
- 10.7 Subject to **Clause 10.9**, payment shall be made by Scania within sixty (60) days from the later of the actual delivery date of the Goods and/or Services to Scania, or the date of the invoice.
- 10.8 Payment of any Charges, costs and expenses shall not be made in advance unless expressly identified as a pre-payment in the Commercial Terms or agreed in advance and in writing by a director or authorised representative of Scania.
- 10.9 If Scania disputes an invoice it shall notify the Supplier of the issue giving rise to the Dispute and the Parties shall seek to resolve the Dispute in good faith. Until such time as the Dispute is resolved: (a) Scania shall be entitled to withhold payment of such invoice; or (b) the Supplier may credit the invoice and re-issue an invoice for the undisputed amount.
- 10.10 The Supplier may charge interest on a daily basis from the due date until the date of payment being made in respect of any undisputed valid invoice not paid on or before its due date for payment, at a rate equivalent to 2% per annum over the Bank of England base rate from time to time in force.
- 10.11 The Supplier may not suspend or reduce the supply of the Services as a result of any overdue, undisputed or disputed invoice or other sums owed by Scania.
- 10.12 The Supplier shall provide Scania with satisfactory evidence of any Third Party Fees incurred and chargeable to Scania at or prior to the Supplier invoicing Scania the Third Party Fees.
- 11. EMPLOYEES AND TRANSFER REGULATIONS**
- 11.1 Throughout the Term, the Supplier shall maintain a list of the Supplier Personnel. The list shall comprise up-to-date, suitable records regarding the service of each of the Supplier Personnel.
- 11.2 The Parties acknowledge that the Transfer Regulations may apply on termination or expiry (in whole or in part) of this Agreement or any of the Services. Where it is alleged that any person or employee has or should have transferred to a Replacement Supplier pursuant to the Transfer Regulations then:
- 11.2.1 the Replacement Supplier may upon becoming aware of the transfer or alleged transfer terminate the employment of any such person within ten (10) Working Days of becoming aware of such transfer or alleged transfer; and
- 11.2.2 the Supplier shall indemnify and keep the Replacement Supplier fully indemnified from and against any and all Employment Liabilities incurred or suffered by any Replacement Supplier arising out of or in connection with such termination and shall reimburse any Replacement Supplier on demand in respect of all Employment Liabilities (including





any taxation) incurred in employing any such person in respect of their employment following the transfer.

- 11.3 Regardless of whether or not the Transfer Regulations apply on termination or expiry (in whole or in part) of this Agreement or any Services the Supplier shall indemnify and keep Scania fully indemnified from and against any and all Employment Liabilities incurred or suffered by Scania and/or any Replacement Supplier arising out of or in connection with any claim or other legal recourse by or on behalf of all or any of the Supplier Personnel.

## 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 All right, title and interest in Scania Data and Scania's Background IPR shall be and remain at all times vested in Scania.

- 12.2 All Service IPR shall belong to and upon their creation vest solely and absolutely in Scania.

- 12.3 To the extent that all rights in the Service IPR do not vest automatically with Scania the Supplier hereby assigns to Scania, with full title guarantee and free from all third party rights, all present and future Service IPR together with all the rights, powers and benefits arising or accrued from them, together with the right to sue for and recover damages or other relief in respect of any infringement of Service IPR. The Supplier shall promptly at the Scania's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Scania may from time to time require for the purpose of securing for Scania the full benefit of this Agreement.

- 12.4 The Supplier shall obtain waivers of any moral rights in the Service IPR to which any individual is now or may be at any future time entitled under the Copyright, Designs and Patents Act 1988 or equivalent or analogous rights under laws of other jurisdictions.

- 12.5 The Supplier hereby grants to Scania (for the benefit of Scania and all companies within Scania Group and its Authorised Dealers) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free licence to use the Supplier's Background IPR to the extent necessary and/or desirable to:

12.5.1 receive the Goods and/or Services;

12.5.2 use the Deliverables and exploit in any manner the Service IPR; and

12.5.3 use, sub-license, assign, modify, develop, enhance, integrate or otherwise exploit in any manner, the Goods, into any of Scania's products for resale.

- 12.6 The Supplier shall procure for Scania a licence on the same terms as the foregoing in respect of any material comprised in any Goods and/or Services/Deliverables in which the IPRs are proprietary to any third party.

- 12.7 Scania hereby grants to the Supplier a non-exclusive, royalty-free, revocable, non-transferable licence during the Term to use:

12.7.1 the Scania's Background IPR;

12.7.2 the IPRs relating to Scania Data; and



12.7.3 the Service IPR,

solely to the extent necessary for performing the Services and delivering the Deliverables in accordance with the Agreement.

12.8 The Supplier represents, warrants and undertakes that:

12.8.1 the receipt and use of the Goods and/or Services (including the Deliverables) by Scania shall not infringe the IPRs of any third party;

12.8.2 it is the sole legal and beneficial owner of any Deliverables assigned pursuant to this **Clause 12**; and

12.8.3 it has obtained a waiver of any moral or similar rights in the Deliverables to which any individual is now or may be in the future entitled.

12.9 The Supplier shall at all times during and after the Term indemnify Scania and keep Scania indemnified in full on demand against any and all Losses arising from or in connection with any infringement or alleged infringement of any IPRs of any third party by any IPRs used to provide the Goods and/or Services and/or Deliverables (including the Supplier's Background IPR and/or Service IPR) except to the extent (and only to the extent) that such infringement or alleged infringement arose directly from specifications, instructions or materials provided by Scania.

### 13. RECORDS, AUDIT AND GOVERNANCE

13.1 The Supplier agrees to maintain accurate and up to date financial and other records (including those required under Applicable Laws) relating to the provision of the Goods and/or Services (including performance against the Service Levels, if applicable) and shall allow Scania and any auditors or other advisors access to such records following a reasonable request. The provisions of this **Clause 13** shall survive termination or expiry of this Agreement.

13.2 The Supplier shall allow Scania and any auditors or other advisors to Scania to access any of the Supplier's premises, personnel, IT systems and relevant records as may be reasonably required by Scania upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Supplier's compliance with this Agreement.

13.3 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this **Clause 13**, unless an audit identifies a breach by the Supplier in complying with its obligations under this Agreement, in which case the Supplier shall reimburse Scania for all its reasonable costs and expenses incurred in the course of the audit.

13.4 The Parties shall comply with any contract governance requirements (including as to contract review meetings and the provision of management information regarding the provision of the Services) as set out in the Commercial Terms or as otherwise agreed between them.

### 14. CONFIDENTIALITY AND ANNOUNCEMENTS

14.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of three (3) years after termination of this Agreement, disclose to any person any Confidential



Information concerning the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by **Clause 14.2**.

14.2 Each Party may disclose the other Party's Confidential Information:

14.2.1 to its and its Affiliate's, Authorised Dealers, employees, officers, sub-contractors, representatives and advisors who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall procure that its employees, officers, sub-contractors, representatives or advisors to whom it discloses the other Party's Confidential Information comply with this **Clause 14**; and

14.2.2 as may be required by Applicable Laws, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

14.4 The Supplier agrees that it shall not make or issue any announcement relating to the existence or subject matter of this Agreement or to the fact that Scania is a customer of the Supplier or use the Scania trade marks in connection with any marketing or promotional material (and will procure that none of the Supplier's Affiliates or Supplier Personnel will do so) without the prior written approval of Scania provided that these restrictions shall not apply to any announcement that is required by any Applicable Laws, applicable securities exchange, supervisory, regulatory or governmental body.

## 15. DATA PROTECTION

The Parties agree that the provisions of **Schedule 6 (Data Processing and Security Terms)** shall apply for the Term (and following the expiry of this Agreement where stipulated) in relation to the Processing of any Scania Data by the Supplier and shall comply with those provisions as if set out fully in this **Clause 15**.

## 16. FORCE MAJEURE

16.1 A Party (the "**Affected Party**") shall not be liable to the other Party or be in breach for any delay, prevention or failure to perform any of its obligations under this Agreement where a Force Majeure Event is the sole cause of such delay, prevention or failure, provided it complies with the requirements of this **Clause 16**.

16.2 If a Force Majeure Event occurs, the Affected Party shall give prompt written notice to the other Party stating the nature of the Force Majeure Event, how it is affecting the performance of its obligations, the date it began to affect its performance, the estimated period during which its performance will be affected and the action it has taken and proposes to take to mitigate its effects ("**Force Majeure Notice**"). The Parties shall then consult with each other to consider appropriate actions to overcome and/or mitigate the effects of the Force Majeure Event and facilitate continued performance of this Agreement. The Affected Party shall provide regular written updates to the other Party on the information which it is required to provide in the Force Majeure Notice.



- 16.3 In addition to any actions agreed to be undertaken under **Clause 16.2**, the Affected Party shall use (and while the Force Majeure Event continues, shall continue to use) all reasonable endeavours to mitigate the effects of the Force Majeure Event on its performance in accordance with Good Industry Practice, including by implementing its Business Continuity Plan in full, and the Affected Party shall not be entitled to rely upon the relief which would otherwise be available pursuant to this **Clause 16** unless and until it has done so. The Affected Party shall continue to perform in full all obligations which are not affected by the Force Majeure Event.
- 16.4 Where the Supplier is the Affected Party it shall ensure that it does not, in the allocation of available resources, treat any other customer more favourably than Scania.
- 16.5 Scania shall be under no obligation to pay for any Goods, or any other benefit under this Agreement, which it has not received or reasonably anticipates that it will not receive as a result of a Force Majeure Event or to the extent it can demonstrate that its requirement for the Goods, or other benefits under the Agreement no longer exists due to a Force Majeure Event.
- 16.6 The Affected Party shall notify the other Party in writing immediately after the Force Majeure Event ceases to affect its performance and the Affected Party shall recommence performance of its obligations in all respects strictly in accordance with the terms and conditions of this Agreement as soon as reasonably practical following the occurrence of the Force Majeure Event.
- 16.7 If the performance of any of the Affected Party's obligations under this Agreement are delayed or prevented by a Force Majeure Event for a continuous period of 15 days (or 20 days in aggregate over any 2 consecutive month period) from and including the date upon which the Force Majeure Event began to adversely impact performance as set out in the Force Majeure Notice, the other Party may terminate this Agreement, without liability to the Affected Party in respect of such termination, by giving written notice to the Affected Party.
- 16.8 The Supplier shall not charge for additional work carried out by the Supplier to overcome the effects of a Force Majeure Event unless, and to the extent that, Scania approves such additional charges in writing and subject to the provision of suitable evidence supporting such additional costs.
- 16.9 A Party cannot claim relief under this **Clause 16** if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take all reasonable precautions against the relevant Force Majeure Event.

## 17. TERMINATION

- 17.1 Either Party may by written notice served on the other Party terminate this Agreement immediately if the other Party:
- 17.1.1 becomes bankrupt, or subject to an Insolvency Event, or (if an individual) has a receiver appointed under the Mental Health Act 1983, or dies; or
  - 17.1.2 is in material breach (including persistent breach) of any of the terms of this Agreement and, where the breach is capable of remedy, the other Party fails to remedy such breach within thirty (30) days' service of a written notice, specifying the



breach and requiring it to be remedied. Persistent breach of this Agreement shall be treated as a material breach.

- 17.2 Scania may by written notice served on the Supplier terminate this Agreement immediately if:
- 17.2.1 the Supplier is subject to a change in management and/or control as defined in s.1124 of the Corporation Tax Act 2010;
  - 17.2.2 the Supplier engages in any misleading or unethical practice or is fined by any regulator in relation to the provision of the Goods and/or Services;
  - 17.2.3 a competitor of Scania acquires or may acquire: (i) any interest in the Supplier; or (ii) the business and/or material assets of the Supplier;
  - 17.2.4 the Supplier engages in any behaviour or activity that might bring or tend to bring Scania into disrepute; or
  - 17.2.5 Scania is entitled to terminate any other agreement or arrangement with the Supplier due to the Supplier's (or any third party acting on behalf of the Supplier's) breach, default, misconduct or wrongdoing.
- 17.3 Scania may terminate this Agreement for convenience at any time, in whole or in part, on giving not less than three (3) months' written notice to the Supplier.
- 17.4 If Scania terminates (or is entitled to terminate) this Agreement pursuant to **Clauses 17.1 or Fehler! Verweisquelle konnte nicht gefunden werden.** Scania shall be entitled to immediately terminate all other agreements or arrangements entered into with the Supplier on written notice.

## 18. CONSEQUENCES OF EXPIRY AND TERMINATION

- 18.1 On expiry or termination of this Agreement, the Supplier shall:
- 18.1.1 immediately deliver to Scania (or, at Scania's written request destroy, in the manner specified by Scania) all Deliverables that relate to this Agreement, whether then complete;
  - 18.1.2 immediately return all Scania Property, Scania Data and Confidential Information provided to or created or processed by the Supplier in connection with this Agreement;
  - 18.1.3 promptly refund such portion of the Charges as relates to the period after expiry or termination of this Agreement on a pro rata basis;
  - 18.1.4 cease Processing Personal Data on behalf of Scania in connection with this Agreement and arrange for the prompt and safe return or destruction (as directed in writing by Scania) of all Scania Data together with all copies of the Scania Data in its possession or control. Provided that if Scania elects for:
    - (a) destruction rather than the return of the Scania Data the Supplier shall as soon as reasonably practicable ensure that the Scania Data is securely and



permanently deleted/destroyed and shall confirm this in writing to Scania within five (5) Working Days of doing so; and

- (b) return rather than destruction of the Scania Data the Supplier shall use reasonable commercial efforts to fulfil such request within thirty (30) days of its receipt of such election. If Scania makes no such election within thirty (30) days of the termination of this Agreement, the Supplier may securely and permanently destroy or otherwise dispose of the Scania Data in its possession; and

18.1.5 assist any Replacement Supplier to the extent reasonably required by Scania to facilitate the smooth migration of the Services (or substantially similar services) to a Replacement Supplier as directed by Scania.

18.2 The expiry or termination for any reason of this Agreement shall be without prejudice to, and shall not affect, the accrued rights, remedies, obligations or liabilities of the Parties existing at termination or expiry.

18.3 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after the expiry or termination for any reason of this Agreement shall remain in full force and effect after this Agreement expires or terminates.

## 19. LIMITATIONS ON LIABILITY

19.1 The Charges are determined on the basis of the exclusions from and limitation of liability contained in the Agreement and the Parties agree that these exclusions and limitations are reasonable.

19.2 Nothing in this Agreement shall limit or exclude the liability or remedy of either Party or any other person:

19.2.1 for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

19.2.2 for fraud or fraudulent misrepresentation;

19.2.3 for any act, omission or matter, liability for which may not be excluded or limited under any Applicable Laws;

19.2.4 in respect of an obligation in this Agreement on the Supplier to indemnify Scania or other person;

19.2.5 for any breach by the Supplier of **Clauses 14, 15 (including Schedule 6) or 20**;

19.2.6 wilful abandonment or wilful breach of this Agreement by the Supplier; or

19.2.7 damage to, loss or destruction of real or tangible property by the Supplier.

19.3 Subject to **Clause 19.1**, the Supplier's total aggregate liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for





breach of statutory duty or misrepresentation, or otherwise howsoever, shall in all circumstances be limited in aggregate to the greater of:

19.3.1 [two million pounds sterling (£2,000,000)]; or

19.3.2 200% of the Charges paid or payable in aggregate under this Agreement.

19.4 Subject to **Clause 19.1**, Scania's total aggregate liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, shall in all circumstances be limited in aggregate:

19.4.1 in respect of the non-payment of Charges due and payable, to the amount unpaid, together with any interest due on such amount under **Clause 10.10**; and

19.4.2 in each Contract Year, in respect of any other type of liability, to 100% of the Charges paid in aggregate under this Agreement in that Contract Year.

19.5 Subject to **Clause 19.1** and except as expressly provided to the contrary in this Agreement, neither Party will be liable to the other for any indirect, special or consequential loss or damage.

## 20. ANTI-CORRUPTION AND MODERN SLAVERY

20.1 Neither Party will, and nor will any of its officers, employees or representatives ("**Associated Parties**"), directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which:

20.1.1 would violate anti-corruption or bribery legislation in the UK or European Union (including the Bribery Act 2010); or

20.1.2 a reasonable person would otherwise consider to be unethical, illegal or improper,

(in this **Clause 20**, a "**Corrupt Act**").

20.2 The Supplier represents, warrants and undertakes that it and its Associated Parties have not engaged in any Corrupt Act prior to the date of this Agreement.

20.3 The Supplier agrees that it shall, and it shall procure that its subcontractors and the Supplier's employees and any other person who performs services and or supplies goods within the Supplier's supply chain for the Supplier in relation to the Agreement shall:

20.3.1 comply with all Applicable Laws relating to slavery and human trafficking ("**Anti-Slavery Requirements**") including the Modern Slavery Act 2015; and

20.3.2 not take or knowingly permit any action to be taken that would or might cause or lead Scania to be in violation of any Anti-Slavery Requirements.



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- 20.4 The Supplier shall ensure that it (and all its employees, agents, workers and sub-contractors engaged in the performance of the Agreement) conforms with the guidelines and best practices of the UN Global Compact and the Code of Conduct for Scania (Great Britain) Limited and its Supply Chain available within the policies at: <https://www.scania.com/uk/en/home/legalnotice/business-with-scania.html>
- 20.5 The Supplier agrees that in addition to Scania's termination rights set out elsewhere in this Agreement, Scania may (without prejudice to any other right available to it) immediately terminate this Agreement in the event of any breach of this **Clause 20** by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.
- 20.6 The Supplier shall indemnify and hold harmless and keep Scania indemnified on demand and in full from and against any and all Losses suffered or incurred by Scania or for which Scania may become liable arising out of or in connection with any breach of this **Clause 20**, whether or not this Agreement has been terminated.

## 21. ASSIGNMENT

- 21.1 Save as provided in **Clause 21.2**, neither Party may assign, transfer, charge, create a trust over or otherwise deal in this Agreement without the prior written consent of the other Party. Any purported assignment in breach of this **Clause 21.1** shall not confer any rights on the purported assignee.
- 21.2 Scania may assign this Agreement, or any of its rights under it, or by a novation transfer the benefit and the burden of this Agreement or of any of its rights and obligations under it, to any member of the Scania Group, provided that:
- 21.2.1 the relevant member of the Scania Group agrees to be bound by the terms of this Agreement; and
- 21.2.2 the liability of the Supplier under this Agreement will continue to be subject to the same limitations, exceptions and exclusions under this Agreement and such liability shall not be increased by reason of the novation or assignment.

## 22. RIGHTS OF THIRD PARTIES

- 22.1 This Agreement does not create any right or benefit enforceable by any person not a Party to it except for (i) a person who under **Clause 21.1** is a permitted successor or assignee of the rights or benefits of a Party that may enforce such rights or benefits; (ii) Scania's Affiliates; (iii) Authorised Dealers; and/or (iv) any Replacement Supplier where such rights are provided under **Clause 10**.
- 22.2 Without prejudice to **Clause 22.1**, if the Supplier is in breach of this Agreement, the Parties intend that Scania may recover from the Supplier, as agent and trustee for any member of the Scania Group and/or its Authorised Dealers, any sum in respect of the Scania's Group and / or Authorised Dealers' loss arising from that breach and, for these purposes, the Supplier agrees that losses of the Scania Group and/or Authorised Dealers shall be deemed to be losses of Scania.



## 23. GENERAL

- 23.1 Each Party shall (at its own expense) use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.
- 23.2 This Agreement does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the Parties. Neither Party shall have, nor represent that it has, any authority to make or enter into any commitments on the other's behalf or otherwise bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power).
- 23.3 No change or variation to this Agreement shall be valid unless it is in writing and signed by each of the Parties.
- 23.4 The Supplier shall ensure that it has in place at all times an up to date business continuity plan prepared in accordance with Good Industry Practice, and which shall detail the steps, actions and procedures to be implemented to ensure that Scania continues to receive the Goods and/or Services in accordance with this Agreement, and any adverse effect on Scania is minimised, if any situation occurs (whether or not as a result of any acts or omissions of the Supplier) that materially adversely impacts on the Supplier's ability to supply the Goods and/or Services or is likely to do so (a "**Supply Threat**"). The Supplier shall immediately implement the business continuity plan if a Supply Threat and/or Force Majeure Event occurs.
- 23.5 The Supplier shall (at its own expense) maintain appropriate insurance with a reputable insurer to cover the Supplier's potential liability to Scania pursuant to, or in connection with, this Agreement.
- 23.6 The Supplier shall not subcontract or delegate the performance of any of its obligations under this Agreement without Scania's prior written consent. In the event that Scania gives consent to sub-contracting, the Supplier shall at all times remain responsible and liable for the acts or omissions of its subcontractors in connection with the Services and shall ensure that the subcontractors comply with the terms of the Agreement.
- 23.7 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter. Each Party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a Party (whether made innocently or negligently) which is not expressly set out in this Agreement.
- 23.8 Any notice or similar communication given under or in connection with this Agreement shall be in writing and shall be (i) delivered by hand; or (ii) sent by pre-paid post for next working day delivery (or pre-paid air mail if overseas) providing proof of postage to the recipient at its registered office address and marked for the attention of, in Scania's case, 'Head of Legal' and, in respect of the Supplier, such persons as may be specified in writing (including by email). Notices and similar communications shall be deemed to have been received; if delivered by hand, at the time of delivery to the address provided that such delivery is made during the normal hours of business of the place of receipt, failing which it shall be deemed to have been



made on the next Working Day; if sent by pre-paid post, at 09.00 on the second Working Day after posting.

- 23.9 The Parties shall procure that the contract managers shall meet and use their reasonable endeavours to resolve any Dispute promptly. If the Dispute is not resolved between the contract managers within ten (10) Working Days of receipt of a written request from either Party (“**Dispute Notice**”), the Dispute shall be referred to a senior executive from each of the Parties. The Parties shall use their respective reasonable endeavours to resolve the Dispute within twenty (20) Working Days from the date of receipt of the Dispute Notice. Save in relation to injunctive relief, neither Party may commence any court proceedings in relation to any Dispute until it has attempted to settle the Dispute with its senior executives.
- 23.10 The Supplier shall not engage in any activity, practice or conduct which would constitute an offence under the Criminal Finances Act 2017.
- 23.11 This Agreement may be executed in counterparts or duplicates, each of which, when executed, shall constitute an original, and such counterpart or duplicates together shall constitute one and the same instrument. No counterpart or duplicate shall be effective until each Party has executed at least one counterpart or duplicate.
- 23.12 Except as expressly provided the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of this Agreement shall not be considered as limiting a Party’s rights or remedies under any other provision of this Agreement.
- 23.13 If any provision, or part of a provision, of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement which shall remain in full force and effect.
- 23.14 A failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that, or any other, right, power or remedy. Any waiver of any right under this Agreement is only effective if it is in writing and it shall only apply to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 23.15 This Agreement and any Dispute shall be governed by and construed in accordance with the law of England and Wales and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

This Agreement has been duly executed on the date stated at the beginning of this Agreement.

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## SCHEDULE 1

### SERVICES

Version [NO.]

Last updated [DATE] [PLEASE DELETE THIS WORDING BEFORE SIGNING]



## SCHEDULE 2

### GOODS



Version [NO.]

Last updated [DATE] [PLEASE DELETE THIS WORDING BEFORE SIGNING]



## SCHEDULE 3

### TIMETABLE

Version [NO.]

Last updated [DATE] [PLEASE DELETE THIS WORDING BEFORE SIGNING]



## SCHEDULE 4

### CHARGES

Version [NO.]

Last updated [DATE] [PLEASE DELETE THIS WORDING BEFORE SIGNING]



**SCHEDULE 5**  
**SERVICE LEVELS**

The Supplier shall perform the Services so as to achieve or exceed the following Service Levels



## SCHEDULE 6

### DATA PROCESSING AND SECURITY TERMS

#### 1. DEFINITIONS

1.1 The definitions in this **paragraph** apply in this **Schedule**.

“**Binding Corporate Rules**” means the Binding Corporate Rules developed by the European Union Article 29 Working Party to allow multinational corporations, international organizations, and groups of companies to make intra-organisational transfers of Personal Data across borders in compliance with Data Protection Laws as may be replaced by the Article 29 Working Party from time to time and which have been approved by the European Commission and/or the Supervisory Authority;

“**Controller**” has the meaning given to it in the Data Protection Laws;

“**Data Record**” has the meaning given to it in **paragraph c) below**;

“**Data Security Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, temporary or permanent loss of availability, alteration, unauthorised disclosure, or access to, Personal Data transmitted, stored or otherwise Processed;

“**Data Subject**” has the meaning given to it in the Data Protection Laws;

“**European Economic Area**” means the United Kingdom and the Member States of the European Union from time to time, plus Switzerland, Norway, Iceland and Liechtenstein. For the purposes and duration of this Agreement, the United Kingdom will continue to fall under the definition of European Economic Area irrespective of the outcome of the negotiations on the exit of Great Britain and Northern Ireland from the European Union;

“**Malware**” means any “back door”, “time bomb”, “trojan horse”, worm”, “drop dead device”, “malware”, “virus” or other computer software routine intended or designed to:

- (a) disable, damage, erase, disrupt or impair the normal operation of; or
- (b) provide unauthorised access to or modification of,

computer systems or any software or information saved on those computer systems;

“**Notify**” means both sending an email to, and speaking on the telephone with Scania’s most senior contact in the business relating to the Agreement;

“**Processor**” has the meaning given to it in the Data Protection Laws;

“**Processing Instructions**” means Scania’s instructions for and details of the Processing of Scania Data as set out at **paragraph 4 below** (as updated and reissued by Scania from time to time) and/or as provided in writing to the Supplier by Scania from time to time;

“**Scania Environment**” means any networks and network devices, server hardware, storage systems, computer systems, applications, software or software components used by Scania from time to time with which, to the extent so specified and agreed by the Parties in relation to the provision of the Services, any Deliverable shall connect, exchange data, interface or otherwise interoperate or communicate and excluding any changes to the above environment made by or on behalf of Scania about which the Supplier has not been put on notice;



“**Standard Contractual Clauses**” means the EU standard contractual clauses for data processors established in third countries pursuant to European Commission Decision (2010/87/EU) of 5 February 2010 under EU Directive (95/46/EC), or such other European Commission decision under the Data Protection Laws as may replace that European Commission Decision from time to time, in each case in unamended form;

“**Sub-Processors**” has the meaning given to it in **paragraph 2.5 below**; and

“**Supervisory Authority**” means the Information Commissioner’s Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protections Laws from time to time.

## 2. SCANIA DATA AND DATA PROTECTION

- 2.1 The Parties acknowledge and agree that Scania is the Controller of the Scania Data and, depending on the factual arrangement with Scania as to the Processing of the Scania Data pursuant to this Agreement, the Supplier may be a Controller in common with Scania, a Processor or both a Controller and Processor of the Scania Data. Notwithstanding, the Supplier agrees to comply with its obligations under the Data Protection Laws in its capacity as Controller and/or Processor (as applicable).
- 2.2 In Processing the Scania Data in connection with this Agreement, the Supplier shall, in respect of such Personal Data in relation to which it is a Controller:
- 2.2.1 only Process it to the extent required for the purposes of and as permitted under this Agreement and subject to any limitations applicable to any relevant consent obtained from the relevant Data Subjects;
  - 2.2.2 ensure that all fair processing notices have been given (or, as applicable, consents obtained) and are sufficient in scope to meet the parties’ transparency requirements under the Data Protection Laws;
  - 2.2.3 comply with all requests from Data Subjects to exercise their rights pursuant to the Data Protection Laws and Notify Scania promptly (and in any case within two (2) days of receipt) should the request be addressed to Scania;
  - 2.2.4 promptly (and in any event within twenty four (24) hours Notify Scania upon becoming aware of a Data Security Incident that affects the Scania Data; and
  - 2.2.5 co-operate with Scania in respect of: (i) any requests from Data Subjects, the Supervisory Authority and/or any other regulator or law enforcement agency in respect of the Scania Data; and (ii) in relation to a Data Security Incident affecting the Scania Data.
- 2.3 To the extent that the Supplier collects Personal Data for or on behalf of Scania in the course of performing its obligations under this Agreement, the Supplier shall:
- 2.3.1 deal with each Data Subject (or prospective Data Subject) in a transparent and lawful way and in accordance with Good Industry Practice and Data Protection Laws;
  - 2.3.2 obtain appropriate consent under Data Protection Laws (where relevant) from Data Subjects to pass their Personal Data to Scania and provide appropriate fair processing notices under the Data Protection Laws to the Data Subject which must include all information necessary for compliance with the Data Protection Laws to allow the fair and lawful transfer of their Personal Data to Scania (and/or any other party as directed by Scania) (as applicable) for the purposes for which Scania (and/or any other party as directed by Scania) (as applicable) intends to use it, referencing where appropriate, the privacy statements/policies of Scania;



- 2.3.3 ensure, and have appropriate systems in place to monitor in accordance with Good Industry Practice, that the Personal Data is accurate and up to date in compliance with Data Protection Laws; and
- 2.3.4 immediately upon awareness, Notify Scania of any changes to a Data Subject's consent(s) and/or Personal Data, and reflect such changes in its own IT systems and IT infrastructure.
- 2.4 If and to the extent that the Supplier or any Supplier Personnel Processes any Scania Data, it shall (and shall procure that any authorised Sub-Processor shall):
  - 2.4.1 only Process the Scania Data for the purposes of supplying the Goods and/or Services (and for no other purpose whatsoever) and at all times in accordance with the Processing Instructions, Scania's written instructions from time to time, Good Industry Practice, and all applicable Data Protection Laws;
  - 2.4.2 immediately inform Scania in writing if, in its reasonable opinion, any instruction received in connection with this Agreement infringes any Data Protection Laws;
  - 2.4.3 not disclose Scania Data to any third party without Scania's prior written consent;
  - 2.4.4 implement (and assist Scania to implement) technical and organisational measures so as to ensure a level of security appropriate to the risk presented by Processing the Scania Data including the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, and at a minimum to the standards set out by Scania and in particular from a Data Security Incident, and provide to Scania at any time on request a detailed written description of the technical and organisational measures in place to protect the Scania Data;
  - 2.4.5 not transfer, or otherwise directly or indirectly cause or permit any Processing of Scania Data outside of the European Economic Area without the prior written authorisation of Scania which may be refused at Scania's sole discretion or granted subject to such conditions as Scania (in its sole discretion) deems necessary and if, at any time, the United Kingdom is not in the European Economic Area, the Supplier may transfer any Scania Data to the United Kingdom provided that the United Kingdom has been deemed an adequately protective jurisdiction for the purposes of the applicable Data Protection Law and until and unless the United Kingdom has been deemed adequately protective, the Supplier shall only transfer the Scania Data to or Process such data in the United Kingdom provided it enters into all further terms (whether with Scania or any other party) and completes, maintains and implements (as applicable) all other actions, measures and safeguards as required to ensure that such transfers and Processing do not breach the obligations of the Supplier or Scania under the Data Protection Laws, including, if applicable, the valid execution of the Standard Contractual Clauses;
  - 2.4.6 if the authorisation referred to at **paragraph 2.4.5** above is given, the Supplier shall, prior to causing or permitting any processing to occur outside the European Economic Area:
    - a) verify that the transfer is to a recipient located within a jurisdiction determined to have in place adequate protections for Personal Data including under the Data Protection Laws, pursuant to a valid decision notice issued by the European Commission (subject to any applicable restrictions);
    - b) ensure that the Standard Contractual Clauses are entered into as between Scania as relevant as 'data exporter' and the recipient of the Personal Data (including the Authorised Sub-Processor, as relevant) as 'data importer' and that they remain in place throughout the Term;
    - c) provide evidence in writing to Scania that the recipient of the Personal Data (including the any Sub-Processor, as relevant) is certified under the EU/US Privacy Shield framework and that the





certification is valid in respect of Processing of Personal Data under this Agreement (and the Supplier hereby warrants and undertakes to ensure that the Standard Contractual Clauses are entered into in the manner more particularly described at **paragraph 2.4.6(b)** immediately in the event that the recipient of the Personal Data is no longer certified under the EU/US Privacy Shield framework); or

- d) provide evidence in writing to Scania that the recipient of the Personal Data (including any Sub-Processor, as relevant) has entered into Binding Corporate Rules which are valid in respect of Processing of Personal Data under this Agreement (and the Supplier hereby warrants and undertakes to ensure that the Standard Contractual Clauses are entered into in the manner more particularly described at **paragraph 2.4.6b)** immediately in the event that the recipient of the Personal Data is no longer a party bound by the Binding Corporate Rules);
- 2.4.7 should any of the transfer mechanisms more particularly referred to in **paragraph 2.4.6** which are being used by the Supplier for the purposes of transfers under this Agreement be held by the European Commission to be invalid under the Data Protection Laws or be formally described by the Supervisory Authority as no longer providing for adequate protection for Personal Data under the Data Protection Laws, (at the option of Scania):
- (a) immediately, at no additional cost to Scania, put in place an alternative mechanism for transfers which has been prior approved in writing by Scania having regard to the Data Protection Laws; or
  - (b) cease transfers of the Personal Data to the relevant recipient forthwith and procure that the relevant recipient immediately takes all actions as are necessary in order for the Supplier to comply with in **paragraph 2.4.6b)**;
- 2.4.8 immediately Notify Scania of any request that it receives for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint that it receives from a Data Subject or the Supervisory Authority or other third party in connection with the Scania Data;
- 2.4.9 promptly provide all information and assistance to Scania (promptly and in the timeframes required of it by Scania and/or by the Data Protection Laws) in responding to requests for exercising Data Subjects' rights under the Data Protection Laws and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with the Scania Data, including by appropriate technical and organisational measures;
- 2.4.10 not, without the prior written authorisation of Scania, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with the Scania Data;
- 2.4.11 immediately Notify Scania in writing if any Scania Data has been disclosed in breach of this **paragraph 2** or if it is lost, becomes corrupted, is damaged or is deleted in error;
- 2.4.12 assist Scania in:
- a) documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;



- b) taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
- c) conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly; and

2.4.13 prepare and securely maintain a record of all categories of Processing activities carried out on behalf of Scania in relation to the Scania Data, including as a minimum: (i) its name and contact details and details of its data protection officer or other person with responsibility for data protection compliance; (ii) the categories of Processing it carries out on behalf of Scania; (iii) any authorised international transfers of the Scania Data; (iv) a general description of the technical and organisational security measures referred to in this Agreement; and (v) the same information in relation to any authorised Sub-Processor, together with its name and contact details (together the "Data Record"). The Supplier shall promptly upon request securely supply a copy of the Data Record to Scania and/or a Data Subject.

2.5 The Supplier shall:

2.5.1 not permit any Processing of Scania Data by any agent, subcontractor or other third party ("Sub-Processors") or otherwise cause or permit any third party to Process the Scania Data without the prior written authorisation of Scania and only then subject to such conditions as Scania may require and provided that any Sub-Processor enters into a written contract with the Supplier that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor the same terms as are imposed on the Supplier pursuant to this **paragraph 2** and **paragraph 3**. The Supplier shall remain responsible and fully liable to Scania for all acts and omissions of all Sub-Processors as if they were its own;

2.5.2 ensure that access (including access of each member of the Supplier Personnel) to Scania Data and the Scania Environment (as applicable) is:

- a) limited to members of the Supplier Personnel who require access in order for the Supplier to fulfil its obligations under this Agreement and that every such individual has committed themselves to confidentiality (meaning that they are either subject to confidentiality obligations equivalent to those set out in this Agreement or that they are under an appropriate statutory obligation of confidentiality) and ensure that they will comply with this **paragraph 2**, be appropriately reliable, qualified and trained, and that they will only be permitted to have access to the Scania Data as necessary to perform their roles in relation to the obligations under the Agreement;
- b) limited only to access which is necessary for the Supplier to fulfil its obligations under this Agreement; and
- c) at all times in accordance with the Agreement and the Data Protection Laws;

2.5.3 provide such information and assistance (at no cost to Scania) as Scania may require in relation to:

- a) any request from or on behalf of any Data Subject for access, rectification or erasure of their Personal Data, or any complaint, objection to Processing, or other correspondence. In no event shall the Supplier respond directly to any such request, complaint or correspondence without Scania's prior written consent unless and to the extent required by law;
- b) Scania's decision to undertake a data protection impact assessment where Scania considers (in its sole discretion) that the type of Processing is likely to result in a high risk to the rights and freedoms of Data Subjects;



- c) any approval of the Supervisory Authority to any Processing of Personal Data, or any request, notice or investigation by such Supervisory Authority; and
- d) keep detailed, accurate and up-to-date records relating to its Processing of the Scania Data and the security measures taken pursuant to this Agreement.

2.6 If the Supplier breaches or potentially breaches its obligations set out in this **paragraph 2** or there occurs any threat to the security of the Scania Data, the Supplier shall:

- 2.6.1 take immediate steps to remedy the breach or prevent the potential breach or remove the threat;
- 2.6.2 promptly take measures to ensure there is no repetition of the incident in the future;
- 2.6.3 promptly provide Scania with full details in writing of the steps and measures taken; and
- 2.6.4 comply (at no cost to Scania) with all requests made by Scania in respect of the breach or threat.

2.7 The Supplier shall indemnify Scania against all Losses arising out of or in connection with any breach by the Supplier of this **paragraph 2**.

2.8 The Supplier shall comply with the requirements set out in this **paragraph 2**, which Scania shall be entitled to amend from time to time as required in order to ensure continued compliance with the Data Protection Laws and where practicable to do so Scania shall give no less than twenty eight (28) days' notice in writing of any change imposing additional or greater obligations on the Supplier.

### 3. DATA SECURITY

3.1 The Supplier shall (and shall procure that any authorised Sub-Processor shall):

- 3.1.1 Notify Scania immediately after it becomes aware of or suspects any actual, threatened or potential Data Security Incident, including the nature of the breach, the categories and approximate number of Data Subjects and Personal Data records concerned, the name and contact details of the data protection officer or other contact point at the Supplier (or the relevant authorised Sub-Processor) where more information can be obtained, the likely consequences of the Data Security Incident, and any measure(s) taken or proposed to be taken to address the breach and to mitigate its possible adverse effects, in each case taking into account the nature of the Processing and the information available to the Supplier, and where and in so far as it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue further delay, but the Supplier (and authorised Sub-Processors, as applicable) may not delay notification under this **paragraph 3.1.1** on the basis that an investigation is incomplete or on-going;
- 3.1.2 take immediate steps to remedy the Data Security Incident or prevent the potential Data Security Incident or remove the threat;
- 3.1.3 promptly take measures to ensure there is no repetition of the Data Security Incident in the future; and
- 3.1.4 comply (at no cost to Scania) with all requests made by Scania in respect of the Data Security Incident including the co-operation with any Supervisory Authority.

3.2 The Supplier shall:



- 3.2.1 on Scania's request at any time (at no cost to Scania) give Scania a copy of all or part of the Scania Data then in the Supplier's possession, custody or control, which is in electronic form, in such format as Scania may require;
  - 3.2.2 ensure that if any Scania Data is disposed of, such disposal takes place in a secure manner such that the Scania Data is not recoverable;
  - 3.2.3 preserve so far as possible the security of Scania Data and prevent any loss, disclosure, theft, manipulation or interception of Scania Data;
  - 3.2.4 take all precautions in accordance with Good Industry Practice to prevent the introduction of any Malware into its computer systems or the Scania Environment, and to otherwise prevent corruption of the Scania Data and, if Malware is introduced into Scania Environment as a result of the Supplier's (or any Supplier Personnel's) act or omission, the Supplier shall, immediately on becoming aware that Malware has or might have been introduced, Notify Scania and provide all necessary assistance to Scania (as applicable) to minimise the effects of the Malware;
  - 3.2.5 ensure that if any Scania Data is placed on a portable electronic device (including laptops, memory sticks and back-up tapes) or transmitted electronically, it is securely encrypted;
  - 3.2.6 ensure that regular back-up copies of the Scania Data are made in accordance with Good Industry Practice (in any event no less frequently than once a day), and kept in a secure physical location separate to the primary copy of the Scania Data; and
  - 3.2.7 restore or recreate (in a timely manner and in accordance with Good Industry Practice) all Scania Data which is lost, deleted or corrupted by the Supplier or any of the Supplier Personnel.
- 3.3 The Supplier shall at all times:
- 3.3.1 comply with Good Industry Practice relating to Data Protection Laws, risk management and implement and maintain back-up systems; and
  - 3.3.2 ensure that its IT systems and IT infrastructure are fit for the purpose of securing Scania Data in accordance with Good Industry Practice, the instructions of Scania and this Agreement and are regularly maintained and, if necessary, upgraded to ensure this.
- 3.4 The Supplier shall allow Scania and any auditors or other advisors, at the Supplier's cost, access to any of the Supplier's premises, personnel, IT systems and relevant records as may be reasonably required by Scania upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Supplier's compliance with **paragraph 2**, this **paragraph 3** and the Data Protection Laws (subject to a maximum of one (1) request per Contract Year other than in the case of an actual or suspected Data Security Incident in which case Scania will provide the Supplier with notice of the audit) and, as such, shall make available to Scania all information necessary to demonstrate its compliance and contribute to such audits. The audit shall be carried out at the Supplier's costs and the Supplier shall reimburse Scania for all its reasonable costs incurred in the course of the audit. Remedial action identified by the audit shall be undertaken by the Supplier at the Supplier's cost.
- 3.5 The Supplier shall, on demand, provide Scania (and its auditors and other advisors) with all reasonable co-operation, access and assistance in relation to each audit.
- 3.6 Where the Supplier, as part of the Services provides Scania with access to any IT system or stores any Scania Data on its own systems or any systems of any Affiliate or contractor (including any Sub-Processors), the



Supplier shall, at its own cost, undertake annual application and/or infrastructure level penetration testing and provide Scania with details of the results of such tests. Such tests shall be carried out by Scania (at Scania's discretion) or on behalf of Scania (where the Supplier shall reimburse Scania for all its reasonable costs incurred) or by an independent third-party supplier of penetration services approved in writing by Scania (costs to be borne directly by the Supplier). Remedial actions identified by penetration testing shall be undertaken by the Supplier at the Supplier's cost.

3.7 The Supplier shall indemnify Scania against all Losses arising out of or in connection with any breach by the Supplier of this **paragraph 3**.

3.8 The Supplier shall comply with the requirements set out in this **paragraph 3**, which Scania shall be entitled to amend from time to time as required in order to ensure continued compliance with the Data Protection Laws and where practicable to do so Scania shall give no less than twenty eight (28) days' notice in writing of any change imposing additional or greater obligations on the Supplier.

**4. PROCESSING INSTRUCTIONS**

**The processing of any Personal Data is as follows:**

**Data Subjects**

Personal Data concerns the following categories of data subjects:

[To be specified e.g. existing and/or prospective customers, current employees etc.....]

**Categories/Types of Personal Data**

Personal Data Processed fall within the following categories/types of Personal Data:

[To be specified e.g. name, address, telephone numbers etc. including the presence of any 'special category Personal Data' being Processed, such as health information or information through which a person's gender, racial or ethnic origin, religion or other beliefs can be identified.....]

**Description of the Processing**

The types of Processing of Personal Data are:

[To be specified e.g. a high-level description of what is being done with the Personal Data and by what methods.....]

**Purposes of the Processing**

The Processing is necessary for the following purposes:

[To be specified e.g. to provide IT systems which create an effective information database for the company to utilise.....]

**Location of the Processing**

The Processing is carried out in the following countries / locations:

Version [NO.]

Last updated [DATE] [PLEASE DELETE THIS WORDING BEFORE SIGNING]



[To be specified e.g. at the Suppliers server space in the UK OR in the United States.....]

**Duration of the Processing**

The Processing shall be carried out for the following period:

[To be specified e.g. for the duration of the Agreement, on expiry of which, all Personal Data shall be returned or destroyed at Scania's discretion.....]