

**1 APPLICATION**

1.1 These General Purchasing Conditions apply on any and all agreements for delivery of Parts to AB Volvo and its AB Volvo Subsidiaries.

**2 DEFINITIONS**

- 2.1 In the Purchase Agreement the following definitions shall have the meaning set out below.
- 2.2 "AB Volvo" means the Swedish company AB Volvo which is the parent company of the Volvo Group.
- 2.3 "AB Volvo Subsidiary" means any company within the Volvo Group other than AB Volvo.
- 2.4 "Defective Part" means any Part not meeting the requirements set out in Section 11.1-11.5.
- 2.5 "Delivery Plan" is a document, whether in electronic form or on paper, that sets out the quantities and delivery dates and other delivery information for Parts that Volvo expects to request delivery of within a certain period of time.
- 2.6 "Field Actions" means any activity Volvo initiates on Products in order to address quality or safety issues, compliance with legal requirements or customer concerns. Field Actions includes but is not limited to product recalls and service campaigns.
- 2.7 "Framework Agreement" is an agreement that AB Volvo or an AB Volvo Subsidiary and the Supplier may have entered into which main objective is to form the basis for supply to AB Volvo Subsidiaries.
- 2.8 "Intellectual Property Rights" means all forms of intellectual property rights in any country or region, stored in any form (including tangibly, virtually or digitally) whether such form or method of storage currently exists or may be developed in future and regardless of the owner of the relevant medium of storage, including but not limited to inventions, trade secrets, patents, industrial designs, technical information, processes of manufacture, utility models, domain names, digital assets, three-dimensional and other models, copyrights, design, trademarks (whether or not registered or registerable and including applications for registration of any such thing and whether or not affixed on a Part or Typebound Tooling) and know how, ideas, data, reports, source code, software, hardware and other intellectual property, as well as any works of authorship fixed in any tangible medium of expression (including, without limitation, drawings, prints, manuals and specifications).
- 2.9 "JV" means (i) VE Commercial Vehicles Ltd., India, (ii) Shandong Lingong Construction Machinery Co Ltd., (iii) Dongfeng Commercial Vehicles Co., Ltd., and any (iv) other joint venture between the Volvo Group (excluding the JV) and a third party as notified in writing to the Supplier by Volvo.
- 2.10 "Order" means a Purchase Order or a Tooling Purchase Order.
- 2.11 "Parts" means parts, systems, components or raw material that Volvo orders and the Supplier supplies to Volvo including any and all software, programs, applications, encryption and encryption keys and similar items, including all upgrades and updates thereof, connected with or related to such Parts.
- 2.12 "Party" or "Parties" means the parties to the Purchase Agreement.
- 2.13 "Product" means the product in which a Part is, or is intended to be, incorporated.
- 2.14 "Purchase Agreement" is an agreement between Volvo and the Supplier for the purchase by Volvo of Parts from the Supplier in accordance with Section 3.1 below.
- 2.15 "Purchase Order" is a document, in paper or electronic form, issued by Volvo to the Supplier for the purchase of Parts.
- 2.16 "Standard" means standards developed and maintained by the Volvo Group for the purposes of specifying technical requirements and promoting technical harmonization and which are published on or under the Supplier Portal.
- 2.17 "Supplier" means the party to a Purchase Agreement that supplies, or is intended to supply, Parts to Volvo.
- 2.18 "Supplier Group Company" means (i) any company that owns the Supplier, directly, or indirectly, with more than 50 % of the share capital and/or controls, directly or indirectly, more than 50 % of the votes in the Supplier, (ii) any company in which the Supplier owns, directly or indirectly, more than 50 % of the share capital and/or controls, directly or indirectly, more than 50 % of the votes, and (iii) any other company under such common ownership or control.
- 2.19 "Supplier Portal" means, as applicable, the internet home pages <http://www.volvo.com/suppliers/> and <https://supplier-portal.volvo.com> and any subsequent replacement of the same.
- 2.20 "Technical Specifications" means documentation provided or referred to by Volvo, including any applicable Standards, which describes the Part's or Typebound Tooling's shape, function, material content and/or any other requirement on the Part or Typebound Tooling.
- 2.21 "Tooling Purchase Order" is a document, in paper or electronic form, issued by Volvo to the Supplier for the purchase of Typebound Tooling.
- 2.22 "Typebound Tooling" means any and all tools, jigs, fixtures, dies, moulds, models and/or other equipment, including related software, specifically manufactured or adapted for manufacture or quality control of Parts.
- 2.23 "Volvo" means the Volvo Group company that has issued a Purchase Order or a Tooling Purchase Order to the Supplier.
- 2.24 "Volvo Group" means and includes, individually and/or collectively depending on context, (i) AB Volvo (publ) and (ii) any company in which AB Volvo (publ) owns, directly or indirectly, more than 50 % of the share capital and/or controls, directly or indirectly, more than 50 % of the votes and all JV's.
- 2.25 "Volvo Procedures" means any procedures or instructions issued by AB Volvo and/or any of its AB Volvo Subsidiaries and published on or under the Supplier Portal.
- 2.26 Terms defined in these General Purchasing Conditions shall have the same meaning in all documents being part of the Purchase Agreement, unless the context expressly provides otherwise.

**3 CONCLUSION OF A PURCHASE AGREEMENT AND CONTRACTUAL DOCUMENTS**

- 3.1 A Purchase Agreement is concluded between Volvo and the Supplier when Volvo has issued an Order to the Supplier and the Supplier has accepted such Order. The Supplier shall be deemed to have accepted the Order at the earlier of (i) the Supplier notifying Volvo of its acceptance or (ii) the Supplier beginning performance pursuant to the Order.
- 3.2 Volvo accepts no liability for orders for parts, components or raw material that have not been placed in accordance with this Section 3.
- 3.3 An Order incorporates these General Purchasing Conditions.
- 3.4 A Purchase Agreement includes these General Purchasing Conditions and also, to the extent that they are issued, the following documents:  
 Framework Agreement (which shall prevail over these General Purchasing Conditions)  
 Purchase Order  
 Tooling Purchase Order  
 Technical Specifications  
 Quality Delivery Cost Agreement  
 Price Agreement  
 Warranty Charter  
 Delivery Plan according to Section 8.1  
 Volvo Group Request to Pay instruction  
 Other agreed documents. With respect to such documents, a subsequently issued document shall prevail over a previously issued one.  
 Volvo Procedures and any applicable Standards in conformity with Section 19.1
- 3.5 In the event of a conflict between the documents which constitute a part of the Purchase Agreement, the documents shall apply in the order they are mentioned in Section 3.4 unless otherwise expressly agreed in a specific document.
- 3.6 No terms or conditions submitted by the Supplier apply to a Purchase Agreement unless accepted in writing by Volvo.
- 3.7 Supplier's estimate, order, quotation, proposal, invoice, or other similar submission or response to any request from Volvo shall not be evidence, understood or construed as an offer, but rather as a non-binding document to record such terms, which the Parties may agree on in a Purchase Agreement. The Parties expressly agree that any binding obligations between them for the supply and purchase of Parts shall be agreed exclusively through the formation of a Purchase Agreement as stated in Section 3.1.

**4 NON-EXCLUSIVE SUPPLY**

- 4.1 The Supplier is not the exclusive supplier of the Parts.
- 4.2 Volvo Group therefore reserves the right to purchase Parts that are the subject of a Purchase Agreement between Volvo and a Supplier at any time from an alternative supplier (including, but not limited to, a Volvo Group-owned or Volvo Group-operated facility) in any volume or quantity in its discretion and any such purchase of Parts shall under no circumstances be considered a termination of a Purchase Agreement.

**5 INFORMATION**

- 5.1 The Supplier shall annually provide Volvo with its latest annual report including balance sheet, profit & loss statement, and cash flow report as well as the Supplier group consolidated annual report as soon as it is available. To the extent Supplier provides any financial information to any other third party on a more frequent or supplementary basis, it shall provide such information to Volvo contemporaneously therewith.
- 5.2 The Supplier shall furthermore upon Volvo's request provide Volvo with such further financial and other business information related to the Supplier and to any other relevant Supplier Group Company that may be of importance for Volvo in order to evaluate the Supplier's financial performance and the relationship with the Supplier and/or such other information that Volvo reasonably may request. Such information may include, but is not limited to, the Supplier's semi-annual or quarterly financial reports and the Supplier's monthly cash flow report and monthly 13-week cash flow forecast. The Supplier shall provide Volvo with the requested information without undue delay from the receipt of Volvo's written request.
- 5.3 In addition to the above, the Supplier shall provide Volvo without undue delay with any other information about the Parts and/or the Supplier that may be requested by the competent authorities for the import or export of the Parts.
- 5.4 If the Supplier enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent, the Supplier shall immediately inform Volvo thereof. Supplier shall also without any undue delay inform Volvo of any other event that may have a material negative impact on the Supplier's financial status, the Supplier's performance of its obligations under the Purchase Agreement and/or the Supplier's relationship with Volvo.
- 5.5 If the Supplier does not provide the information requested by Volvo according to this Section 5 within a reasonable time, Volvo shall be entitled, after reasonable notification, to perform a financial audit of the Supplier (either by itself or by appointing an independent third party), at the Supplier's expense. The scope of such audit shall be limited to financial information that is required in order for Volvo to evaluate the Supplier's financial performance. The Supplier shall only be entitled to withhold requested information to the extent the Supplier can demonstrate that the Supplier is prevented from disclosing certain information due to mandatory legislation, applicable stock exchange regulations or due to confidentiality undertaking with a third party and that such hindrance to disclosing such information to Volvo cannot be addressed through execution of a confidentiality agreement between Volvo and the Supplier as demonstrated by an external legal opinion to be prepared at the Supplier's expense. Failure to deliver requested information promptly notwithstanding the ability to do so shall, in addition to Volvo's right to perform an audit at Supplier's expense, entitle Volvo to reduce the price for all Parts delivered by Supplier by 2% until such failure to provide information is rectified.

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**6 ELECTRONIC COMMUNICATION AND NOTICE**

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- 6.1 The Parties acknowledge and agree that an agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.
- 6.2 The Parties have agreed to implement communication through electronic data interchange (EDI). When and to the extent EDI is implemented, the Parties will apply the terms of the EDI Procedures published on the Supplier Portal.
- 6.3 To the extent Supplier has access to the Supplier Portal, (a) any notice published by Volvo on the Supplier Portal shall be deemed legally effective notice by Volvo with effect from the date of publication and (b) the Supplier acknowledges its duty and obligation to regularly monitor the Supplier Portal.

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**7 CONFORMITY WITH ORDER**

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- 7.1 The Supplier shall supply Parts in accordance with the Technical Specifications and terms of the Purchase Order.
- 7.2 Volvo reserves the right to modify the Technical Specifications of a Part. Any change in price or other conditions resulting from this shall be agreed upon in writing prior to any change of production equipment and prior to the commencement of delivery by the Supplier of any modified Part.
- 7.3 The Supplier shall supply Typebound Tooling ordered by Volvo in accordance with the terms of the Tooling Purchase Order. If Volvo has issued Technical Specifications for the Typebound Tooling, the Supplier shall supply the Typebound Tooling strictly in accordance with such Technical Specifications.
- 7.4 Volvo reserves the right to modify the Technical Specifications of Typebound Tooling, and the Supplier shall immediately modify the Typebound Tooling according to the new Technical Specifications. Any change in price or other conditions resulting from the change in Technical Specifications shall be agreed upon in writing prior to performing any change on the Typebound Tooling.
- 7.5 The Supplier shall provide Volvo with a complete breakdown of the Parts as well as comprehensive spare parts list comprising i.a. part and identification drawings. In addition, the Supplier shall provide service instructions and manuals in form and substance so that it can be used by Volvo's dealers without revision.

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**8 ORDERED QUANTITY AND CAPACITY, DELIVERIES AND COMPENSATION FOR CANCELLED PURCHASES**

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- 8.1 Volvo normally issues Delivery Plan(s) for the Parts. The Delivery Plans set out the quantities and delivery dates for Parts that Volvo expects to request delivery of within a certain period of time. Firm requests for delivery of Parts, including the fixing of the exact quantity and delivery time, is made either as part of the Delivery Plan or in the Order. Only what Volvo explicitly has stated, in writing issued to the Supplier prior to the delivery in question, to be a firm request for delivery shall be deemed to be a firm request for delivery.
- 8.2 Any quantity included in the Delivery Plan that exceeds what is a firm request for delivery of Parts, or any volume estimates provided elsewhere, shall be considered a forecast only and shall not be binding on Volvo. However, the Supplier is obliged to maintain such production and delivery capacity so that deliveries can be made in accordance with the forecast quantity in the Delivery Plan.
- 8.3 Supplier acknowledges that the industries in which Volvo Group operates are characterized by high volatility and Supplier represents and warrants that it has the operational and financial capability to manage such volatility and undertakes to use extraordinary best efforts to make deliveries in accordance with Volvo's firm orders and maintain production and delivery capacity in accordance with Volvo's forecasts even where such forecasts and firm orders are modified.
- 8.4 Supplier further acknowledges that neither the existence of a Purchase Agreement nor any other agreement or document listed in Section 3.4 shall obligate Volvo to issue a Delivery Plan for the Parts or commit to purchase a particular quantity of Parts or any Parts at all from the Supplier.
- 8.5 Volvo's cancellation of, wholly or partly, or failure to purchase a quantity of a Part that is a forecast pursuant to Section 8.2 above, and therefore non-binding, shall not entitle the Supplier to any compensation, unless otherwise agreed between the Parties in writing, and such cancellation or failure to purchase shall under no circumstances be considered a termination of a Purchase Agreement.
- 8.6 The Supplier shall immediately inform Volvo if there is a risk of non compliance with the most recent Delivery Plan issued by Volvo. Recognizing that time is of the essence, the Supplier will take all necessary actions, both ordinary and extraordinary, to ensure timely deliveries.
- 8.7 If the Supplier is unable to meet Volvo's need for the Parts, the Supplier shall, at its own cost, find alternative supplies for Volvo in consultation with Volvo. Actual procurement from the alternative supplier is subject to Volvo's final written approval.
- 8.8 Should Volvo cancel, wholly or partly, or fail to purchase a quantity of a Part for which Volvo's order is firm in accordance with Section 8.1 above, Volvo shall compensate the Supplier for reasonable costs relating to such cancelled quantity. In calculating such costs the Supplier shall not receive compensation to the extent that the Part - or components, semi-manufactured items or raw materials intended for it - can be used for other deliveries to Volvo or another party, or for another purpose. Volvo's obligation to compensate for cancellations is conditional upon the Supplier submitting specified claims for compensation in writing not later than six (6) weeks after the Supplier should have been able to establish the costs relating to the cancelled quantity.
- 8.9 During the term of the Purchase Agreement, the Supplier undertakes to deliver Parts according to delivery requests made in Orders and/or Delivery Plan(s) issued by Volvo. The Supplier acknowledges that it shall not be entitled, irrespective of any language to the contrary in the actual Order or Delivery Plan(s), to refuse to deliver requests for delivery of Parts made as part of the Delivery Plan(s) or in Orders placed, as long as the terms of such delivery requests are consistent with the terms of the Purchase Agreement.

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**9 PRICE AND PAYMENT**

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- 9.1 The price for Parts is stated in the Purchase Order and shall, subject to Section 9.2 below apply until the Parties agree on a new price in writing. Unless otherwise agreed, in writing, the price stated for any Part shall be a fixed price, inclusive of all duties, tariffs, levies, fees and taxes that may be assessed at any point in the distribution of the Parts to Volvo.

- 9.2 The Supplier shall during the term of the Purchase Agreement provide Volvo with Parts that are competitive in terms of price, quality, delivery and technical function. If Volvo considers that the Supplier's delivery of one or more Parts is no longer competitive in relation to price, quality, delivery and/or technical function even though the delivered Parts are otherwise in accordance with the terms of the Purchase Agreement, Volvo shall supply the Supplier with information supporting its belief. The Supplier and Volvo shall in good faith discuss how to make the Part competitive. If the Parties are unable to arrive at a mutually acceptable solution within thirty (30) days after Volvo's notification, then Volvo shall have the right to terminate the Purchase Agreement insofar as it concerns the non-competitive Part by giving the Supplier thirty (30) days' notice. The above obligations on the part of the Supplier are a material condition to the Purchase Agreement, Volvo would not have entered into the Purchase Agreement but for Supplier having provided this undertaking and the failure by the Supplier to comply with such condition shall constitute a material breach of the Purchase Agreement.
- 9.3 The Supplier undertakes to supply a complete cost breakdown (including but not limited to labour, material and amortization) and the price of all the basic components of any Part, which in the aggregate shall not exceed the price of the Part it together constitutes.
- 9.4 Unless otherwise agreed between the Parties or prescribed by applicable mandatory legislation, payment shall be made according to the following: Free delivery month based on receipt of invoice or goods (whichever is latest) + three (3) calendar months of credit, paid according to Volvo Group payment calendar. The actual payment dates are stated in the Volvo Group payment calendar published on the Supplier Portal.
- 9.5 All invoices shall be correctly addressed, without being marked for the attention of any individual, and include all other information that is required by Volvo.
- 9.6 Remittance of payment shall not imply any acceptance of the delivery or of the invoiced amount.
- 9.7 The Supplier and Volvo will jointly pursue cost reduction opportunities for the duration of the Purchase Agreement and will reflect the achievements of such opportunities in price reductions to Volvo.
- 9.8 Without prejudice to Volvo's other rights and remedies, and after prior written notice, Volvo and/or any AB Volvo Subsidiary may deduct from any payments due to the Supplier or any Supplier Group Companies that are parties to a Purchase Agreement with any Volvo Group company the amount of any good faith contra accounts or other claims which Volvo or any AB Volvo Subsidiary may have against the Supplier or any Supplier Group Company. Volvo's right of set-off shall remain enforceable against any assignee of Supplier's rights or claims against Volvo notwithstanding any factoring, assignment or similar arrangement entered into by the Supplier and any notice of factoring, assignment or similar arrangement that may be provided to Volvo; provided that nothing set forth in this Section 9.8 shall operate as a consent by Volvo to such factoring, assignment or other arrangement.
- 9.9 The price for Parts shall be the same for all entities within the Volvo Group of Companies.

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**10 DELIVERY AND PASSING OF TITLE**

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- 10.1 The agreed delivery term shall be construed in accordance with Incoterms 2020. Unless otherwise agreed, the delivery clause shall be "FCA", the Supplier's factory or named point specified in the Order.
- 10.2 The Supplier shall pack the Parts in accordance with instructions issued by Volvo.
- 10.3 Unless otherwise set out in the Purchase Order, title in the Parts will pass to Volvo at the same time as the risk will pass to Volvo according to Section 10.1.
- 10.4 Upon passing of title in the Parts to Volvo, Volvo Group shall have the right to use or otherwise dispose over such Parts in its full and absolute discretion, which shall include, for the avoidance of doubt, the unrestricted right to re-sell such Parts to any person or entity.

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**11 WARRANTY FOR PARTS, SUITABILITY FOR INTENDED USE**

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- 11.1 The Supplier warrants, from the date the Parts are delivered to Volvo until the date that is five (5) years (unless a longer period is agreed) from the date the Parts are delivered to the end-user, that: all Parts delivered under the Purchase Agreement (i) shall conform to the Technical Specifications and to any samples approved by Volvo; and (ii) shall be free from defects in title, materials, workmanship, manufacture and design (to the extent the Supplier, its employees, agents, contractors and/or vendors are responsible for the design) and (iii) shall be fit and sufficient for their intended use; provided that the aforementioned warranty period for Parts that are intended to be incorporated into an electric vehicle drivetrain system, shall be from the date the Parts are delivered to Volvo until the date that is ten (10) years from the date that the Parts are delivered to the end-user.
- 11.2 For deliveries of Parts to Volvo to be used in Products sold in North America the abovementioned warranty period shall be from the date the Parts are delivered to Volvo until the date that is six (6) years from the date the Parts are delivered to the end-user, unless otherwise agreed in writing by Volvo.
- 11.3 For deliveries of Parts to Volvo that are subject to regulatory requirements relating to durability or otherwise (either directly or because the Part is integrated in a Product which is subject to such requirements), the Supplier agrees to extend the warranty periods set out in Sections 11.1 and 11.2 so that they correspond to the duration of the applicable regulatory requirement.
- 11.4 The Supplier shall provide at no additional cost to Volvo for the lifetime of the Parts maintenance services and updates and upgrades for any software included in or related to the Parts to ensure their functionality in accordance with the Technical Specifications.
- 11.5 In addition to Volvo's rights as otherwise stipulated, the Supplier's obligations shall apply at any time and without regard to the time periods set forth in Sections 11.1-11.3, if: (i) any deviation to the requirements set out in Section 11.1(i)-(iii) of the same or similar nature exist in a statistically significant portion of the Parts; (ii) a Part may cause or has caused (or is alleged by a third party to potentially cause or have caused) damage or poses a significant threat of damage to property or to the health or safety of any person; or (iii) Volvo anywhere in the world is obliged, required or advised by relevant authorities to perform a Field Action involving a Part. In a situation described in this Section 11.5 (i)-(iii), Volvo may also, at its discretion and without regard to the time periods set forth in Sections 11.1-11.3, initiate a Field Action.
- 11.6 No delay on the part of Volvo in notifying the Supplier of any claims arising under this Section 11 shall preclude Volvo from exercising any and all rights to which it is otherwise entitled in the absence of such delay.

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- 11.7 The Supplier shall immediately inform the relevant goods receiver and the responsible purchasing department at Volvo of any Defective Parts, discovered or anticipated which have been dispatched to Volvo.
- 11.8 The Supplier shall ensure it has obtained all information on the intended use of, application of and other conditions affecting the Parts. Volvo shall upon request from the Supplier provide all information, which Volvo in its sole discretion deems relevant for the design, development and/or manufacturing of the Parts.
- 11.9 Volvo's personnel may from time to time render assistance and/or give suggestions and/or opinions to, or affect an exchange of, information with the Supplier's personnel concerning the Parts to be furnished under an Order ("Assistance"). Volvo is not obliged to provide such Assistance and the provision by Volvo of such Assistance shall not create any liability for Volvo and shall not in any way limit the Supplier's liability to fully perform its obligations under the Purchase Agreement. Moreover any Assistance provided by Volvo shall neither grant the Supplier authority to change the relevant Parts or any provisions of an Order or the Purchase Agreement, nor shall any Assistance constitute a change binding upon Volvo unless issued as an amendment in accordance with the Purchase Agreement. In all cases, and as acknowledged by the Supplier, Volvo is relying upon the Supplier's knowledge and expertise in performing all work regarding the Parts to be furnished under an Order.
- 11.10 The Warranty Charter in its then current form shall form an integral part of any and all Purchase Agreements.
- the responsible department at Volvo. Delivery may thereafter be made only after renewed approval of a sample.
- 15.3 If Volvo rejects a sample, the Supplier shall make rectification so that the requirements referred to in Section 11.1-11.3 are fulfilled and reimburse Volvo's costs for verification testing of the Part after such rectification.
- 15.4 Volvo's approval of samples shall not affect the Supplier's liability and obligations in accordance with the Purchase Agreement.

## 12 LIABILITY FOR DEFECTS OR OTHER NON-CONFORMING DELIVERIES

- 12.1 In the event a Part does not fulfill the requirements set out in Section 11.1-11.5 (a Defective Part), then Volvo shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Part(s).
- 12.2 If a Defective Part cannot be repaired or replaced without delay or if there is a risk of production disturbances at Volvo Group or delivery disturbances from Volvo Group, Volvo shall be entitled, without obtaining the Supplier's consent and at the latter's expense, to make the necessary repair work or completely or partly terminate the purchase of the Part and other such Parts that Volvo Group does not consider having any use of due to the defect or shortcoming, and also, to undertake substitute purchases from other supplier(s).
- 12.3 In addition to what is set forth in Sections 12.1 and 12.2 above, the Supplier shall compensate Volvo for any loss or damage suffered by the Volvo Group arising out of or relating to the Defective Part including but not limited to costs (including reasonable attorney's and expert's fees) for any Field Actions, labour, replacement, assembly and disassembly, detection and analyze, scrapping and transportation to Volvo and/or its end-users.
- 12.4 If due to a delivery of a Defective Part Volvo considers it necessary to inspect all Parts of the same kind delivered by the Supplier, Volvo shall be entitled, after giving the Supplier notice thereof, to make such inspection at the latter's expense and without awaiting the latter's approval. The notice shall describe the nature of the defect as well as the time and place of the inspection. If possible, the Supplier shall be present at the inspection.
- 12.5 In the event that a delivery does not contain the quantity specified in the request for delivery, Volvo shall be entitled to demand immediate rectification and the Supplier shall compensate Volvo for all costs suffered by the Volvo Group, arising out of or relating to the delay or shortfall in delivery. If the Supplier delivers a quantity either in excess of Volvo's ordered quantity or earlier than the delivery date, Volvo shall not be responsible for taking delivery of, storing or maintaining such Parts and shall further be entitled to return any excess or prematurely delivered quantity to the Supplier at the latter's expense and/or receive compensation from the Supplier for storage costs.
- 12.6 If Volvo accepts Parts that do not conform to the terms of the Purchase Agreement this will not relieve the Supplier of its obligations to correct any such non conformance or preclude Volvo from any remedy under the Purchase Agreement.
- 12.7 In the event of a late delivery of a Part, Volvo is entitled to (i) completely or partly terminate the purchase of the Part and of other Parts which Volvo does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall indemnify Volvo against, and hold Volvo harmless from, any costs, losses and damages suffered by the Volvo Group incurred or arising out of or relating to the late delivery.

## 13 WARRANTY FOR TYPEBOUND TOOLING ORDERED BY VOLVO

- 13.1 The Supplier warrants that: all Typebound Tooling delivered (i) shall conform to the Technical Specifications, if issued; and (ii) under this Purchase Agreement shall be free from defects in title, materials, workmanship, manufacture and design and (iii) shall be fit and sufficient for their intended purpose, including without limitation that they will be capable of producing the relevant Parts in the volume projected by Volvo.

## 14 SUPPLIER'S PRODUCTION

- 14.1 The Supplier shall in respect of design, development, production, installation and service comply with the applicable requirements of a quality system approved by Volvo.
- 14.2 The Supplier shall always strive to improve the production process. Volvo shall be entitled, after reasonable notification, to inspect the Supplier's production of a Part, perform tests and make other necessary examinations at the Supplier's premises, including evaluating any risks for interruption in the supply of Parts as well as safety related issues. The Supplier shall endeavor to obtain the same rights for Volvo at the premises of its suppliers. Volvo shall give the Supplier at least one (1) week's notice about such inspection.
- 14.3 If Volvo has reason to believe or Supplier has notified Volvo that the Supplier's suppliers or sub-suppliers are at risk of causing Supplier to fail to uphold its obligation to either (a) provide Volvo Parts during the term of the Purchase Agreement that are competitive in terms of price, quality, delivery and technical function or (b) comply with the supply chain sustainability requirements set forth in the Volvo Group Supplier Code of Conduct, then Supplier undertakes to take all actions necessary or appropriate to ensure that Volvo has such access to the Supplier's suppliers' or sub-suppliers' premises. Volvo shall give the Supplier at least one (1) week's notice about such inspection.

## 15 TESTING

- 15.1 The Supplier shall, prior to commencement of serial production of a new or changed Part, manufacture and perform quality control of samples in accordance with Volvo's applicable requirements relating to testing from time to time.
- 15.2 Once a sample has been approved, alteration of the function, appearance, characteristics, material, production method, place of manufacture, Typebound Tooling or other equipment which may affect the Part, may be done only after written approval on each occasion from

## 16 RELOCATION OF PRODUCTION

- 16.1 The Supplier has been selected by Volvo based on, inter alia, Volvo's expectations on the Supplier's ability to manufacture and deliver Parts with required quality and otherwise in accordance with the Purchase Agreement. Therefore, the Supplier may not relocate the production of a Part, wholly or partly, without Volvo's written consent. Such consent, if given, is without prejudice to Volvo's continued rights to require compliance by the Supplier with the Purchase Agreement. If, as a result of such approved relocation of the production of a Part, the Purchase Agreement will be fulfilled by another company than the Supplier, the Supplier shall ensure that such other company accepts (prior to or simultaneous to said relocation, naming Volvo as a third-party beneficiary in writing) to be bound, vis-à-vis Volvo, by all terms and conditions in the Purchase Agreement; the Supplier shall however also continue to be responsible for the fulfillment of the Purchase Agreement.

## 17 SUPPLIER CODE OF CONDUCT

- 17.1 The Supplier undertakes to comply with the Volvo Group Supplier Code of Conduct and any successor documents to the Volvo Group Supplier Code of Conduct, as may be updated or replaced from time to time published on the Supplier Portal (the most recent such version, the "Supplier Code of Conduct").
- 17.2 The Supplier confirms that it has read and is aware of the terms of the Supplier Code of Conduct and undertakes to comply with it in all respects and ensure that all Supplier Group Companies likewise comply. Supplier confirms that it and the Supplier Group Companies will at all times conduct its and their own operations and business practices in accordance with these principles and not violate such principles and undertakes to ensure its and their direct suppliers' awareness and compliance with the same or substantially similar principles.
- 17.3 If the Supplier or any Supplier Group Company has breached a mandatory requirement of the Supplier Code of Conduct, Volvo may notify the Supplier of same with information supporting its belief. If the Parties are unable to reach a mutually acceptable resolution that resolves the breach of such mandatory requirement within thirty (30) days after Volvo's notification, Volvo shall have the right to terminate any and all Purchase Agreements and/or any other agreements that Volvo has entered into with any of the Supplier or any Supplier Group Company.
- 17.4 The Supplier shall indemnify Volvo for all losses, costs, damages and expenses incurred by the Volvo Group related directly or indirectly to any failure by Supplier to comply with the Supplier Code of Conduct.

## 18 ENVIRONMENTAL MATTERS

- 18.1 The Supplier shall comply with any and all information disclosure obligations, "material data sheets" (MDS) and other reporting obligations regarding prohibited substances, and other material obligations set forth in the Standard regarding *Chemical substances which shall be declared and substances that must not be present in Volvo Group products placed on the market* (STD 100-0005), the Standard regarding *Chemical substances which must not be present in processes or products within the Volvo Group* (STD 100-0002) and the Standard regarding *Chemical substances which should not be present in processes or products within the Volvo Group* (STD 100-0003) and any successor documents to these Standards, as updated or replaced from time to time (the "Environmental Requirements") and which, as applicable Standards, are hereby incorporated into the Purchase Agreement by reference.
- 18.2 The Supplier warrants and guarantees that none of the Parts, the Typebound Tooling owned, manufactured or designed by Supplier or its employees, agents or contractors, or any of the packaging of same (excluding packaging provided by Volvo) will contain any substances in excess of the permitted limits set forth in the Environmental Requirements.
- 18.3 The Supplier shall indemnify Volvo for all losses, costs, damages and expenses incurred by the Volvo Group related directly or indirectly to any failure by Supplier to comply with the Environmental Requirements or related to any breach of the warranty set forth above.

## 19 THE SUPPLIER SHALL COMPLY WITH AND FOLLOW ALL VOLVO PROCEDURES AND STANDARDS

- 19.1 Volvo and AB Volvo Subsidiaries issue Volvo Procedures and Standards from time to time and publish them on or under the Supplier Portal. Such Volvo Procedures and Standards may include, but are not limited to, environmental and other regulatory requirements, operational requirements, warranty handling procedures or instructions, packaging and labeling procedures and instructions, logistical procedures or instructions, EDI procedures or instructions. Such Volvo Procedures and Standards will not be contradictory to the Purchase Agreement between Volvo and the Supplier. The Supplier undertakes to comply with all Volvo Procedures and applicable Standards issued from time to time that the Supplier has been informed of. The Supplier is however not obliged to follow a Volvo Procedure or Standard if it clearly states that it is not applicable for supply to Volvo (i.e. the specific Volvo company that the Supplier supplies to).
- 19.2 The home page of the Supplier Portal will contain information of any new or changed Volvo Procedure or Standard. Should the Supplier determine that it will not be possible, despite best efforts, for the Supplier to comply with any Volvo Procedure or Standard issued or amended after the acceptance of a Purchase Order, the Supplier shall notify Volvo of its objection within two (2) weeks from the publishing or, as applicable, amendment of such new Volvo Procedure or Standard on the Supplier Portal and shall consult in good faith with Volvo to reach a mutually agreeable resolution of the objection, provided that, if no resolution can be reached within sixty (60) days, the Supplier will not be bound by the Volvo Procedure or Standard in question.
- 19.3 Should the Supplier notify Volvo of its objection against a Volvo Procedure or Standard, then Volvo has the right to terminate the Purchase Agreement giving thirty (30) days written notice.
- 19.4 In addition to any right or remedy stated herein, if Volvo determines that Supplier is in non-compliance with any Volvo Procedure or Standard to such an extent that any company in the Volvo Group would be at risk of non-compliance with any legislation, regulation, industry standard or other legal or contractual obligation, Volvo Group shall have the right, in its discretion, to undertake actions to remedy the Supplier's non-compliance and shall have a claim against the Supplier in the amount of Volvo's documented costs in relation to such remedial action.

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**20 PROVISION OF PARTS**

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20.1 The Supplier shall, pursuant to the conditions of the Purchase Agreement and at commercially reasonable prices, supply Parts to such an extent that Volvo can offer its customers spare parts for fifteen (15) years after Volvo's purchases of the Part for serial production from the Supplier have ceased and thirty (30) years after Volvo's purchases of the Part for serial production have ceased with respect to vehicles manufactured by Volvo Group pursuant to government contracts. Should Volvo require supply of Parts longer than the time periods set forth above, the Parties shall agree on an all time buy, at commercially reasonable prices.

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**21 TYPEBOUND TOOLING OWNED BY VOLVO**

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- 21.1 This Section 21 applies to Typebound Tooling owned by Volvo Group.
- 21.2 Typebound Tooling referred to in a Tooling Purchase Order is owned by Volvo Group. The Supplier may not issue an invoice to Volvo for Typebound Tooling until such Typebound Tooling has been approved by Volvo.
- 21.3 The Supplier shall permanently mark Typebound Tooling owned by Volvo Group in such a way that Volvo Group's ownership is clearly shown and shall inform insurers as to the fact of Volvo Group's ownership. The Supplier shall establish a register, accessible to Volvo, of all Typebound Tooling and, upon Volvo's request, certify Volvo Group's ownership of the Typebound Tooling to third parties and/or Volvo. The Supplier shall submit photographs to Volvo of the Typebound Tooling clearly depicting Volvo as the owner of such Typebound Tooling within five (5) Business Days of the delivery of Typebound Tooling to the Supplier's premises.
- 21.4 The Supplier shall file or, as applicable, upon Volvo's reasonable request, assist Volvo in filing all documentation necessary or appropriate to ensure or establish Volvo Group's ownership right in the Typebound Tooling.
- 21.5 The Supplier may not use Typebound Tooling owned by Volvo Group for the production and/or supply of any goods or services to any third party. The Supplier may however use such Typebound Tooling for deliveries to a JV provided that the relevant AB Volvo Subsidiary has given its prior written approval.
- 21.6 The Supplier is solely responsible for  
-Maintaining the Typebound Tooling, including its repair or replacement, in the condition necessary to produce the Parts in accordance with the terms of the Technical Specifications for the relevant Parts and be responsible for all wear and tear;  
- Housing the Typebound Tooling and insure them against loss or damage, even if it occurs despite the Supplier's exercise of due care;  
- Keeping the Typebound Tooling identifiable as Volvo's property.
- 21.7 Typebound Tooling may not be destroyed or scrapped without Volvo's written consent. Typebound Tooling that is the subject of Intellectual Property Right(s) may furthermore not be copied without the consent of the owner of such Intellectual Property Right(s). Upon Volvo's request, all Typebound Tooling, drawings and other materials shall be returned to Volvo.
- 21.8 Supplier shall defend, indemnify and hold Volvo harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from personal injury, death or property damage resulting from (i) Supplier's failure to comply with its obligations under this Section 21, (ii) any use of the Typebound Tooling by any employee, agent, or contractor of Supplier in a manner contrary to the Typebound Tooling's intended use or any instructions, manuals or other documentation issued or available to Supplier, and/or (iii) the disabling of any safety device on or about the Typebound Tooling by Supplier, its employees, agents or contractors. This obligation shall survive the expiration or termination of the Purchase Agreement.

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**22 TYPEBOUND TOOLING OWNED BY THE SUPPLIER**

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- 22.1 This Section 22 applies to Typebound Tooling owned by the Supplier.
- 22.2 The Supplier shall bear the cost of developing, manufacturing, maintaining and renewing all Typebound Tooling used in the production of Parts ordered by Volvo.
- 22.3 If any company within the Volvo Group pays for or has any Intellectual Property Rights in Typebound Tooling, or has any Intellectual Property Rights in Parts manufactured by such Typebound Tooling, the Supplier may not use such Typebound Tooling for the production and/or supply of any goods or services to any third party. The Supplier may however make use of these Intellectual Property Rights for deliveries to a JV provided that the relevant company within the Volvo Group has given its prior written approval.
- 22.4 If the Supplier enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent, the Supplier shall immediately inform Volvo thereof. The Supplier undertakes to assist Volvo in acquiring the Typebound Tooling which are necessary to manufacture the Parts. If the Typebound Tooling is covered by Intellectual Property Rights owned by the Volvo Group, the Supplier shall immediately inform the trustee, receiver or other accredited person(s) of Volvo Group 's Intellectual Property Rights to Typebound Tooling.
- 22.5 The Supplier shall upon Volvo's request return to Volvo all document transmitted regarding the development, the manufacturing and maintenance of the Typebound Tooling and the Parts (e.g. drawings, technical documents).
- 22.6 In case of termination of the Purchase Agreement for a Part, Volvo or other relevant Volvo Group company is entitled to acquire the ownership of all Typebound Tooling and any and all associated Intellectual Property Rights necessary for Volvo or its designee to use such Typebound Tooling, used solely for production to Volvo and/or AB Volvo Subsidiaries of such Part, against payment of market value. The Parties agree that Volvo shall have the right to effectuate transfer of such Typebound Tooling and Intellectual Property Rights to Volvo as soon as reasonably practicable after any notice of termination has been served (including, as applicable, by an insolvency administrator, trustee or other person authorized to dispose over the Supplier's assets) by giving notice of its intention to purchase such Typebound Tooling and Intellectual Property Rights, which it may do at any time after service of notice of termination. If the Parties are unable to agree on a market value of the Typebound Tooling and Intellectual Property Rights within a reasonable time of Volvo having given notice of its intention to acquire the Typebound Tooling and Intellectual Property Rights, each Party shall immediately appoint an independent appraiser to determine the market value of the Typebound Tooling and Intellectual Property Rights. If such appraisers are unable to agree on the market value of the Typebound Tooling and Intellectual Property Rights within a reasonable time of their appointment, the appraisers shall appoint a third independent appraiser who shall determine the market value of the Typebound Tooling and Intellectual Property Rights. The Supplier hereby certifies that the Supplier at all times will be able to fulfill its obligations in this respect. The Supplier hereby undertakes to do all actions and execute all documents necessary to effectuate the above-described transfer.

- 22.7 The Supplier shall immediately upon Volvo's request provide to Volvo and authorize Volvo to use and provide to any replacement supplier all drawings, technical documents, manuals and other materials related to the Typebound Tooling that Volvo has requested that Supplier transfer to it pursuant to Section 22.6 above.
- 22.8 Typebound Tooling may not be destroyed or scrapped without Volvo's written consent. Typebound Tooling that is the subject of Intellectual Property Right(s) may furthermore not be copied without the consent of the owner of such Intellectual Property Right(s).

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**23 INTELLECTUAL PROPERTY RIGHTS**

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- 23.1 The Supplier may use the Intellectual Property Rights owned by or licensed to the Volvo Group, whether such Intellectual Property Rights are in Parts or in Typebound Tooling, only for the production and supply of Parts to the Volvo Group and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any third party. The Supplier may however make use of such Intellectual Property Rights in Parts and/or Typebound Tooling for deliveries to a JV provided that the relevant company within the Volvo Group has given its prior written approval.
- 23.2 If Volvo or an AB Volvo Subsidiary pays, or otherwise compensates, the Supplier for development or design work, or contributes in other material respect to such development or design work, for Parts or Typebound Tooling, any Intellectual Property Rights arising from such work shall accrue to Volvo immediately upon creation. For the avoidance of doubt, Volvo shall have the right to freely use and dispose of such Intellectual Property Rights, including but not limited to the right to modify, alter, adapt, transfer, register and grant sub-licenses to such Intellectual Property Rights in its sole discretion and without restrictions.
- 23.3 Volvo and the Supplier may in a separate development agreement agree on conditions for Intellectual Property Rights resulting from design and/or development work performed by the Supplier.
- 23.4 Subject to any deviating terms in any development agreement entered into between the Supplier and Volvo, the Supplier hereby grants Volvo, all AB Volvo Subsidiaries and their successors and assigns a royalty-free, perpetual, irrevocable, world-wide and non-exclusive (i) license to the Supplier's Intellectual Property Rights not already assigned to Volvo under Section 23.2 above and (ii) sublicense of any Intellectual Property Rights that have been licensed or sub-licensed to the Supplier, in each case (i) and (ii), for the manufacturing, remanufacturing, assembly, marketing, sale, service, adaption, further development and modification of the Parts and the Typebound Tooling.
- 23.5 Volvo or the applicable AB Volvo Subsidiary is entitled to grant sub-licenses of such Intellectual Property Rights to any third party to the extent such third party reasonably requires such license in order to manufacture, remanufacture, repair, reconstruct, rebuild, relocate, use, modify, further develop, sell, offer to sell and/or import Parts or Typebound Tooling and/or Products containing or using Parts or Typebound Tooling.
- 23.6 Volvo and the Supplier acknowledge and agree that the license granted and accepted hereunder as described in Section 23.4 and 23.5 shall survive any termination of the Purchase Agreement and shall continue until terminated by Volvo.
- 23.7 The Supplier is responsible for ensuring that the Part and all Typebound Tooling, and any use or assembly of the Part and/or Typebound Tooling does not directly or indirectly infringe the Intellectual Property Rights of any third party and complies with any rules regarding use and distribution of open source software. The Supplier will, at its sole cost and expense, indemnify and hold the Volvo Group harmless against any and all losses, costs, damages, expenses and other outlays resulting from claims that may be brought against any company within the Volvo Group or anybody that uses the Parts or Typebound Tooling alleging that the Part, the Typebound Tooling, components of the Part or Typebound Tooling, the use or assembly of the Part or Typebound Tooling infringes the Intellectual Property Rights of a third party or open source software rules and will either replace the Part and/or Typebound Tooling by another equivalent Part and/or Typebound Tooling or obtain all necessary consents for the continued use of the Part and/or Typebound Tooling. Said undertaking shall not apply if the alleged infringement is proved to result directly from development or design work performed solely by Volvo. The Supplier shall, at Volvo's request, assist Volvo Group in disputes in which Volvo Group could become involved by reason of such infringement and if required by Volvo take on the conduct of any dispute.
- 23.8 The Supplier shall not use any corporate name or trademarks belonging to or licensed to the Volvo Group other than as instructed by the appropriate company within the Volvo Group in writing.

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**24 DATA PROTECTION AND REMOTE DATA RETRIEVAL**

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- 24.1 The Supplier acknowledges that applicable data protection regulations, including but not limited to, the European General Data Protection Regulation, EU Member State implementation laws, the California Data Protection Act and other US state laws and regulations and any other similar laws, regulations or rules worldwide now in existence or which may exist after the date hereof (collectively, "Data Protection Regulations"), restrict or prohibit the collection, processing, use and transmission of certain data. The Supplier agrees that it will uphold these regulations, including in connection with any software or devices included in its Parts, and indemnify and hold the Volvo Group harmless against any and all claims that may be brought against any company within the Volvo Group or anyone using the Parts alleging that the Part, components of the Part, its use, functionality, operation or its assembly violates any Data Protection Regulations, whether as a result of the direct or indirect actions or omissions of the Supplier or persons directed by the Supplier or otherwise.
- 24.2 In addition, Supplier may not (during the entire lifecycle of the Parts, including updates and new versions) directly or indirectly retrieve data from any Parts, whether through tracers, loggers, sensors, software or other similar products or devices, without Volvo's consent. The Supplier agrees to indemnify and hold the Volvo Group harmless against any and all claims that may be brought against any company within the Volvo Group or anyone using the Parts alleging that the Part, components of the Part, its use, functionality, operation or its assembly violates the foregoing obligation or any legal obligation related thereto, whether as a result of the direct or indirect actions or omissions of the Supplier or persons directed by the Supplier or otherwise.

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**25 PRODUCT LIABILITY AND INSURANCE**

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- 25.1 The Supplier shall defend, indemnify and hold Volvo harmless from and against any and all loss, liability, cost and expense suffered by the Volvo Group (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the design or manufacture of the Parts, including defects in material and/or manufacturing processes or techniques, caused personal injury or loss of, destruction or damage to property. This obligation of indemnification includes the Supplier's responsibility for all judgements or settlement amounts which may otherwise be or become the responsibility of Volvo but for the obligation of indemnification set forth in this Section 25.1. This obligation of indemnification shall inure to the benefit of Volvo, AB Volvo, AB Volvo Subsidiaries, its and their officers, directors, and their respective

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successors and assigns. The Supplier shall, at Volvo's request, assist the Volvo Group in disputes in which Volvo Group could become involved by reason of such alleged defects and if required by Volvo Group take on the conduct of any dispute.

- 25.2 Neither Volvo nor the Supplier will file cross-claims or third party complaints against the other in product liability litigation without notifying the other Party in advance. Where practicable, notice should be given sufficiently in advance to allow thorough discussion of alternatives to such filing.
- 25.3 If there is a risk of a Product causing personal injury or property damage due to a Part being a Defective Part, such that Volvo decides to perform a Field Action, the Supplier shall compensate Volvo for the costs of the Volvo Group in conjunction with such Field Action, including but not limited to costs (including reasonable attorney's and expert's fees) for labour, replacement, assembly and disassembly, detection and analyze, scrapping and transportation to Volvo Group and/or its end-users.
- 25.4 The Supplier shall enter into and maintain an adequate product liability insurance policy during the period of the Purchase Agreement and shall at Volvo's request also supply Volvo with a copy of the insurance certificate.

## **26 OTHER SANCTIONS**

- 26.1 In addition to the Supplier's liability for any defects, delays and product liability under the Purchase Agreement, a Party shall compensate the other Party for any loss or damage suffered as a result of a breach of the Purchase Agreement; provided that any actual or threatened breach by the Supplier of its delivery obligations regarding timeliness, capacity, quantities or quality shall, in addition to compensation for loss or damages, entitle Volvo to specific performance and injunctive relief.
- 26.2 If a Party fails to comply in any material respect with its obligations under the Purchase Agreement and does not undertake complete rectification within thirty (30) days after a written notice to that effect, the other Party shall be entitled to terminate the Purchase Agreement with immediate effect and receive compensation in accordance with the provisions of the Purchase Agreement provided that the Parties recognize that time is of the essence with respect to Supplier's deliveries under a Purchase Agreement and thus, actual or threatened breach by the Supplier of its delivery obligations regarding timeliness, capacity, quantities or quality shall entitle Volvo to terminate any or all Purchase Agreements with the Supplier and any Supplier Group Company within five (5) days after a written notice to that effect.
- 26.3 The Supplier is fully responsible for any actions or omissions (including, but not limited to the quality of the Part) of or related to its sub-suppliers (including, unless otherwise agreed in writing, any sub-suppliers that supply to the Supplier as a result of a Volvo-initiated request or requirement, notwithstanding any negotiations or discussions that Volvo may have engaged in with such sub-supplier with respect to any issue), and/or any and all Supplier Group Companies.

## **27 FORCE MAJEURE**

- 27.1 "Force Majeure" shall mean all events which are beyond the control of the Parties, and which are unforeseen, unavoidable and insurmountable, and which were not known at the acceptance of an Order and which prevent total or partial performance by either Party. Such events shall include earthquakes, typhoons, flood, war, epidemics, civil disturbances, and any other event which neither can be foreseen, prevented nor controlled. For the avoidance of doubt, strikes, lock-outs or other industrial action or disputes solely related to the Supplier and/or its subcontractors or agents shall not be deemed as events of Force Majeure. Further, an event that merely increases the cost of rendering performance under the Purchase Agreement but does not make performance impossible shall not constitute a Force Majeure event.
- 27.2 If an event of Force Majeure occurs, a Party's contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended, without penalty, for a period equal to such suspension.
- 27.3 The Party claiming Force Majeure shall promptly inform the other Parties in writing and shall furnish within ten (10) days thereafter evidence of the occurrence and expected duration of such Force Majeure.
- 27.4 In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure. If the consequences of the Force Majeure event continue for a period of thirty (30) days without a solution acceptable to both Parties despite both Parties' engagement in good faith discussions, the Party that is not subject to Force Majeure shall be entitled to immediately terminate the relevant Purchase Agreement.

## **28 LEGAL REQUIREMENTS**

- 28.1 Each party shall comply with all laws and regulations relevant to the performance under the Purchase Agreement. This will include but not be limited to the Supplier's obligation to treat dangerous goods in accordance with all applicable laws and regulations.

## **29 EXPORT CONTROLS AND ORIGIN**

- 29.1 The Supplier shall, at the time of shipment, provide proper customs clearance supporting documentation for supplied Parts in accordance with the laws and regulations set by the exporting and importing countries. In addition, Supplier shall promptly provide all assistance, information and other documents as needed and requested by Volvo for any Part, or component therein, which Supplier delivers to Volvo. Such documents shall include but not be limited to information on part number (where possible Volvo's part number), clear description, country of origin, value, weight, content preferential status, customs rulings (if any) and technical information adequate for Volvo to determine applicable Harmonized System (HS) classification. The country of origin related to relevant Free Trade Agreements or commercial policy measure regulations being applicable for supplied Parts and EC or EEA value(s) may not be altered without prior written consent of Volvo.
- 29.2 Supplier shall provide proper export control documentation for Parts (and in certain cases the components therein) in accordance with the applicable laws and regulations and/or as requested by Volvo; including but not limited to (i) certificates with information on the country of origin for export control purposes, (ii) information regarding the applicable export control regulations (including related national supplemental license requirement lists) and ECCN/ECN code(s) of both US and the EU or equivalent in any other country and (iii) information regarding the Part being subject to any sanctions in EU, UN, US and/or other national sanctions in those countries where Supplier produces the Part or those countries from which the components (including content related technology and software) originate. The information on the country of origin for export control purposes shall include either (i) the percentage of content originating from the United States of the total fair market value of the Part or its component, or (ii) a written statement that such percentage is less than 10 per cent.

For electronic Parts, Supplier shall supply Volvo with an Export Compliance Declaration or its equivalent containing the details set out in this Section 29.2 only if the electronic Part costs 100 USD or more (unless otherwise specifically requested by Volvo). The export control related origin or content, including but not limited to US, EC- or EEA-value(s) of a Part or component(s), may not be altered without the prior written consent of Volvo.

- 29.3 Supplier, at its own cost, shall be obliged prior to the Parties agreeing on the Technical Specification, to determine and notify Volvo in writing of the information set out in Section 29.2 in relation to the Part or the component.
- 29.4 In the event that Supplier changes sub-supplier or implements changes in manufacturing and assembly of any Parts and/or components affecting the country of origin under the Free Trade Agreements or commercial policy measure regulations or affecting the export control related originating content without Volvo's prior written consent, Volvo shall have the right to claim compensation for any loss or damage suffered as a result of such change. For the avoidance of doubt, in such case, Volvo shall be entitled to source the Parts and/or components from other suppliers, which conform to the country of origin in accordance with the Free Trade Agreements and/or export control related originating content as agreed. Supplier shall not be entitled to any compensation of whatever nature due to Volvo's decision to source the Parts and/or components from other suppliers according to this section 29.4.

## **30 CONFIDENTIALITY**

- 30.1 This Section 30 shall apply if and to the extent that the Parties have not entered into a separate confidentiality agreement that covers the entire duration set out in Section 30.2. Section 30.4 shall however apply regardless of a separate confidentiality agreement between the Parties.
- 30.2 All information, equipment, know-how and technical documentation, including electronically stored data and computerized geometries, to which a Party has obtained access through the Parties' business relationship, shall for the duration of the Purchase Agreement and for ten (10) years thereafter be treated as confidential and may not be used for any purpose other than for development, design work or deliveries to Volvo. The information may not be shown to or in any other way communicated to or used by others than such personnel of either of the Parties that are directly involved in the implementation of the deliveries to Volvo. Copying or reproduction of such confidential information is permitted only within the framework of the fulfilment of a Party's obligations and with regard to the applicable copyright laws and regulations. However, the confidentiality undertaking outlined above shall not apply to information which is (i) known to the public other than by breach of this Agreement, (ii) information which a Party can show was in its possession before receiving it from the other Party, and (iii) information which a Party receive from a third party without restraints as to the disclosure thereof.
- 30.3 Information which a Party is required to disclose by reason of law or order of a court of a competent jurisdiction may however be disclosed for such purpose. The Party requested to disclose such information shall beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure. The Party disclosing information pursuant to this Section shall, as far as is legally possible, require the receiver of the information to treat it confidential as required in Section 30.1.
- 30.4 The Supplier may not make public the business relationship of the Parties through advertising or in any other way without prior written consent from Volvo.
- 30.5 The Supplier shall at Volvo's request either return or destroy everything referred to in Section 30.2, including copies thereof.

## **31 WAIVER**

- 31.1 No waiver by either Party of any breach of the Purchase Agreement shall be considered a waiver of any subsequent breach of the same or any other provision. Notwithstanding the generality of the foregoing, any failure by Volvo Group to answer a question or communication from the Supplier about a delayed delivery shall not affect Volvo Group's right to impose a sanction in accordance with the Purchase Agreement.

## **32 SEVERABILITY**

- 32.1 In the event that any provision of the Purchase Agreement should become invalid due to e.g. legislation, only the said provision shall be considered invalid while the remaining provisions shall remain in force. The Parties shall in such a case immediately conclude a new agreement that replaces the invalid provision and as far as is possible ensures through its content an equivalent result.

## **33 TRANSFER AND ASSIGNMENT OF AGREEMENT**

- 33.1 A Party may neither transfer nor assign its rights or obligations under the Purchase Agreement (including, for the avoidance of doubt, by way of factoring or other financing facility or similar facility or arrangement) without the written consent of the other Party also in case of an insolvency procedure against the Supplier. Volvo may however transfer or assign such rights or obligations (including, but not limited to, any individual Purchase Agreements, any of the documents set forth in Section 3.4, any debts owed by Volvo or any AB Volvo Subsidiary to the Supplier or any Supplier Group Company that is a party to a Purchase Agreement with any Volvo Group company and any claims held by Volvo or any AB Volvo Subsidiary against the Supplier or any Supplier Group Company that is a party to a Purchase Agreement with any Volvo Group company) to (a) any AB Volvo Subsidiary or, (b) in connection with any sourcing activity or sale of a part of the Volvo Group's business, any third party without consent and Supplier hereby consents to such assignment in advance.
- 33.2 The Supplier acknowledges that the Volvo Group comprises several separate legal entities and that non-compliance by the Supplier with the Purchase Agreement may cause harm, loss, damages, expenses and costs to Volvo Group entities other than Volvo. Supplier agrees that any such loss, damages, expenses or costs shall give rise to claims of such Volvo Group entities against the Supplier and that Volvo may assert such claims in its own name against the Supplier. The Supplier accepts that Volvo's right to bring such claims in its own name does not require any evidence of any assignment and/or transfer of such claims to Volvo.

## **34 TERM OF THE AGREEMENT**

- 34.1 The Purchase Agreement shall be valid from the date of acceptance of an Order and shall remain in effect for an indefinite period of time subject to any prior termination in accordance with the provisions under this Section 34 or otherwise in the Purchase Agreement.
- 34.2 The Purchase Agreement may not be terminated during any fixed term as agreed and defined in the Price Agreement relating to the Parts delivered under the Purchase Agreement (the "Fixed Term").
- 34.3 Subsequent to the Fixed Term (or if no Fixed Term was agreed), the Purchase Agreement may be terminated by either Party by written notice to expire twelve (12) months from receipt

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of the termination notice. Notwithstanding the foregoing, in the event that the Supplier has provided notice of termination, Volvo may extend the termination period by serving a written notice before the effective date of termination to the Supplier stating the extended period of time for the termination, which may not exceed the time reasonably required by Volvo to transfer the terminated Parts to an alternative supplier. During the entire extended period of termination according to this Section 34.2, the Supplier is obligated to continue delivering the Parts on the same terms applicable as of the original effective date of termination.

34.4 The Purchase Agreement can also be terminated in accordance with Sections 9.2, 18.3, 17.3, 26.2 and 27.4 above.

34.5 In addition to the above,

a Party is entitled to terminate the Purchase Agreement with immediate effect and without any liability for compensation due to such termination if: (a) the other Party enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent; or (b) the other Party is acquired by a competitor of the Party seeking termination

and

Volvo is entitled to terminate the Purchase Agreement with immediate effect and without any liability for compensation due to such termination if the financial or operational position of the Supplier and/or any Supplier Group Company deteriorates to such an extent that in the reasonable opinion of Volvo, the capability of the Supplier to fulfill its obligations under the Purchase Agreement is materially impaired.

34.6 If the Purchase Agreement is terminated the Supplier shall at its own cost, use all reasonable efforts to assist Volvo in the move of production of Parts from the Supplier without any disturbances in Volvo's production. This includes, but is not limited to, the return of Volvo owned Typebound Tooling without any delay upon Volvo's written request and the sale of any Supplier owned Typebound Tooling and related rights and interests as set forth in Section 22.6.

34.7 Without limitation of the survivability of any provisions hereunder which by their nature would reasonably be construed as surviving any expiration or termination of any Purchase Agreement, the provisions of Sections 11, 12, 13, 20, 21.8, 23, 25, 26, 30, 34.3 36, 37 and 38 will survive the expiration or termination of this Purchase Agreement.

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## 35 AMENDMENTS

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35.1 Any amendment to this Purchase Agreement shall be made in writing and signed by authorized representatives of both Parties.

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## 36 LANGUAGE

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36.1 Should the General Purchasing Conditions or a Purchase Agreement be translated into another language than English, the English version shall prevail in case of inconsistency.

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## 37 APPLICABLE LAW

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37.1 Subject to Section 38.4, any and all disputes, claims or actions arising out of or related to a Purchase Agreement (including these General Purchasing Conditions or other documents integrated therein) or directly or indirectly to the commercial relationship between Volvo and the Supplier, whether arising in contract, tort, or other legal theory shall be governed by and construed in accordance with Swedish substantive law, unless both Parties have their principal place of business (i) in the same country and (ii) that country is France, the United States of America, China or India. In such case the Purchase Agreement shall be governed and construed in accordance with the substantive laws of that country. If the Parties have their principal place of business in the United States of America, the Purchase Agreement shall be governed by the substantive laws of the state of New York. Irrespective of which substantive law that shall apply, such law shall exclude its conflict of laws principles providing for the application of the laws of any other jurisdiction.

37.2 However, Purchase Agreements that are subject to disputes according to 38.4 below, where all the Parties do not have their principal place of business in the same country, shall always be governed by and construed in accordance with Swedish substantive law, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

37.3 Notwithstanding the above, a Party shall always be entitled to apply for interim or conservatory measures in accordance with section 38.5 below.

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## 38 DISPUTES

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38.1 If, in accordance with Section 37.1-37.2 above the Purchase Agreement shall be governed by either Swedish, Chinese or Indian law, then any disputes arising out of or relating to the Purchase Agreement shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English, unless both Parties are domiciled in Sweden in which case Swedish shall be used.

38.2 If, in accordance with Section 37.1 above the Purchase Agreement shall be governed by French law, then any disputes arising out of or relating to the Purchase Agreement shall be settled by the Commercial Court of Lyon, France.

38.3 If, in accordance with Section 37.1 above the Purchase Agreement shall be governed by the laws of the state of New York, then any disputes arising out of or relating to the Purchase Agreement shall be finally settled by arbitration in accordance with rules of arbitration promulgated by the American Arbitration Association under its Commercial Dispute Resolution Procedures (the "Rules"). Such arbitration shall take place in Washington, D.C., and conducted in English before a panel of three (3) neutral arbitrators selected pursuant to such Rules, exclusively from a list provided by the American Arbitration Association. A judgment on the award rendered by the arbitrators may be entered in and enforced by any court having jurisdiction thereof, with each Party hereby consenting to the jurisdiction of such court over it and waiving, to the fullest extent permitted by law, any defense or objection relating to in personam jurisdiction, venue or convenience of the forum. All matters arising in any action to enforce an arbitral award shall be determined in accordance with the law and practice of the forum court. Notwithstanding the foregoing, this arbitration clause shall not apply to claims for indemnification from third-party claims where the said third party has initiated litigation against Volvo or Supplier, or both.

38.4 Notwithstanding any provision of Sections 37 and 38, disputes arising out of or relating to more than one Purchase Agreement existing between and/or among one or more Volvo Group companies and one or more Supplier Group Companies such that the disputes would be required to be adjudicated before multiple forums pursuant to Section 38.1, whether arising under or relating to contract, tort, or any other legal theory, shall, provided that such disputes are substantially related, be settled in a single arbitration in accordance with the rules of the

Arbitration Institute of the Stockholm Chamber of Commerce. All Purchase Agreements subject to any such arbitration shall (for purposes of such arbitration) be governed by and construed in accordance with Swedish substantive law excluding any conflict of laws principles that provide for the application of the laws of any other jurisdiction. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

38.5 Notwithstanding the above, a Party shall be entitled to apply for interim or conservatory measures to any competent court and the Parties hereby agree that the courts of the jurisdiction in which either Volvo or the Supplier has its principal place of business shall constitute competent courts for purposes of this Section 38.5.

Signatures:.....