

# VOLVO Group General Purchasing Conditions for Contingent Workforce Services

These General Purchasing Conditions shall apply to all purchases of contingent workforce services in the form of Temporary Resources and/or of Project Deliverables within the VOLVO Group unless otherwise agreed.

## 1 DEFINITIONS

The following definitions shall have the meaning as set out below. Terms defined in these General Purchasing Conditions shall have the same meaning in all documents being part of the Agreement, unless the context expressly provides otherwise.

### GENERAL DEFINITIONS

- 1.1 "AB Volvo" shall mean the Swedish company AB Volvo which is the parent company of the VOLVO Group.
- 1.2 "Agreement" shall mean the agreement that a VOLVO Group Company has entered into with SUPPLIER for the supply of Services, including these general terms and conditions, and, if applicable, any Master, Stand-Alone, Country Appendix or Specific Service Agreement and/or all other appendices and attachments executed by the Parties.
- 1.3 "Contractual Obligations" shall mean all the obligations that arise from the Agreement regarding the delivery of the Services.
- 1.4 "Data Protection Legislation" shall mean any and all data protection laws and regulations applicable from time to time during the Term hereof, (including but not limited to all applicable local data protection laws and regulations and all EU directives and regulations, (including but not limited to EC Directive 95/46 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR")).
- 1.5 "Defective Service" shall mean any Service not meeting the requirements set out in section 7.3.
- 1.6 "Intellectual Property Rights" shall mean all current and, as applicable, future forms of intellectual property rights in any country or region, including but not limited to patents, utility models, designs, copyrights, topography rights, photographs, computer software, rights in databases and any other similar property in any country (whether or not registered or registerable and including applications for registration of any such intellectual property rights).
- 1.7 "IT Tools and Services" means any IT related tools and services that are provided as part of the Services, including but not limited to software tools, mobile apps, web based services and other IT related tools and services.
- 1.8 "Know-How" shall mean all confidential or non-confidential knowledge or business information of any nature or form and in any way created, including but not limited to research and development, data and records, inventions, discoveries, ideas, processes, formulae, drawings, specifications, descriptions, methods, routines, manuals, instructions, production data, experiences and other technical or commercial know-how as well as all books and records in whatever form in relation to the foregoing.
- 1.9 "Master Agreement" shall mean a framework agreement that AB Volvo or a VOLVO Group Company may have entered into and which main objective is to form the basis for supply to VOLVO Group Companies.
- 1.10 "Party" shall mean VOLVO and SUPPLIER, respectively.
- 1.11 "Parties" shall mean VOLVO and SUPPLIER, collectively.
- 1.12 "Personal Data" shall have the meaning ascribed to it the Data Protection Legislation (but will, as a minimum include, any and all information that by itself or when combined with other information can be used to identify a specific individual, including but not limited to name, telephone number, address, e-mail address, location data and government-issued identification number).
- 1.13 "Personal Data Breach" shall have the meaning ascribed to it the applicable data protection legislation (but will, as a minimum include, any and all breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed).
- 1.14 "Personal Data Specification" shall mean the specification in writing of the types of personal data, categories of data subjects, processing operations and purposes.
- 1.15 "Results" shall mean all products, documents, software, training sessions, reports, presentations, still or moving pictures, picture creations, designs or other tangible and/or intangible results and outcome, developed, experienced or otherwise obtained during the course of performing the Services.
- 1.16 "Service" shall mean all contingent workforce services and all other provision of professional advice and services, including but not limited to recruitment and temporary labour services, consultancy services, engineering, support and maintenance services, management services, advisory services, training services and/or other services provided in the form of Temporary Resources or Project Deliverables as applicable and ordered by a VOLVO Group Company and supplied by SUPPLIER in accordance with the Agreement.

- 1.17 "Stand-Alone Agreement" shall mean a spot-buy agreement that AB Volvo or a VOLVO Group Company may have entered into and which main objective is to define the supply for a specific supply to the VOLVO Group Company being part of the Stand-Alone Agreement.
- 1.18 "SUPPLIER" shall mean the party to an Agreement that supplies, or is intended to supply Services to a VOLVO Group Company.
- 1.19 "SUPPLIER Group" shall mean (i) SUPPLIER and (ii) any company in which SUPPLIER owns, directly or indirectly, more than 50% of the share capital and/or controls, directly or indirectly, more than 50% of the votes.
- 1.20 "SUPPLIER Group Company" shall mean any company belonging to the SUPPLIER Group.
- 1.21 "SUPPLIER Portal" shall mean the internet home page <http://www.volvogroup.com/en-en/suppliers/useful-links-and-documents.html> and any subsequent replacement of the same.
- 1.22 "VOLVO" shall mean the Volvo Group Company that has issued a purchase order to SUPPLIER.
- 1.23 "VOLVO Policies and Procedures" shall mean the, from time to time applicable, Key Elements Procedures 5 and 6, VOLVO Group Invoice Requirements, VOLVO Group Payment Calendar, as well as any other policies, procedures and instructions made available on the Supplier Portal.
- 1.24 "VOLVO Data" shall mean all data (including personal data) and other information (editorial, text, graphic, audiovisual and other content) that VOLVO, the VOLVO Group or someone on behalf of VOLVO or the Volvo Group uploads or stores on the SUPPLIER's or any subcontractor's servers, through or as a consequence of the use of the IT Tools and Services.
- 1.25 "VOLVO Group" shall mean (i) AB Volvo, (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 (iii) VE Commercial Vehicles Ltd. India, Shandong Lingong Construction Machinery Co Ltd, Dongfeng Commercial Vehicles Co. Ltd. and any other joint venture between the Volvo Group and a third party as notified in writing to SUPPLIER by VOLVO.
- 1.26 "VOLVO Group Company" shall mean any company belonging to the VOLVO Group.

### SPECIFIC DEFINITIONS RELATED TO TEMPORARY RESOURCES

- 1.27 "Assignment" shall mean the specific tasks that will be performed by the Temporary Resources.
- 1.28 "Consultancy Services" shall mean consultancy engagement performed on a time and material basis, characterized by named consultants engaged and paid by the hour or day, either on VOLVO site or on SUPPLIER site. VOLVO shall have the sole discretion to screen and select competences for consultancy engagements and to determine the size, composition and distribution of the resources, which may change from time to time based on the scope and complexity of the Services. Consultancy Services has no pre-defined deliverables; all efforts are to be done at the direction of VOLVO.
- 1.29 "Temporary Resources" shall mean the Consultancy Services provided by SUPPLIER. It shall also mean the Temporary Workers assigned to VOLVO.
- 1.30 "Temporary Worker" shall mean a competent, qualified and reliable part-time or full-time employee furnished by SUPPLIER to VOLVO to temporarily fill positions within the VOLVO Group meeting the criteria and demand set out by the VOLVO Group Company (including white collar as well as blue collar industrial workers). For the sake of clarity, the Temporary Workers are solely the employees of SUPPLIER and SUPPLIER has the sole responsibility to recruit, hire and manage the Temporary Workers. The Assignment to be performed by Temporary Workers provided by SUPPLIER will be performed under the direction, supervision and control of VOLVO. Neither SUPPLIER nor any Temporary Worker shall be deemed employees of VOLVO.

### SPECIFIC DEFINITIONS RELATED TO PROJECT DELIVERABLES

- 1.31 "Deliverable" shall mean all products, documents, software, training sessions, reports, presentations, still or moving pictures, picture creations, designs or other tangible and/or intangible results and outcome, developed, experienced or otherwise obtained during the course of performing the Services. Reference herein to "Services" shall be deemed to include all Deliverables provided hereunder where applicable.
- 1.32 "Project Deliverables" shall mean advisory projects characterized by defined Deliverables and that SUPPLIER has sole discretion in terms of arranging and planning the project resources. Remuneration is being done through fixed rates for defined categories and Deliverables or fixed project price for defined Deliverables.
- 1.33 "Specific Services Agreement" shall mean a sub agreement for the delivery of specific Services ordered under the Master Agreement that AB Volvo or a VOLVO Group Company may have entered into. Each Specific Service Agreement shall be in a form substantially similar to the form agreed upon by the Parties in the Master Agreement or case by case and shall set forth, where

applicable (i) the specific Services and Deliverables to be delivered by SUPPLIER, (ii) the fees and expenses to be paid by the VOLVO Group Company, (iii) the time schedule for delivery and implementation of the Services and Deliverables, (iv) the payment plan, (v) the project organisation (vi) the criteria for testing and measuring the Services and Deliverables and (vii) any other matters to be determined by the Parties.

## 2 GENERAL RULES

### FOR ANY FORMS OF SERVICES

- 2.1** SUPPLIER shall perform its Contractual Obligations under the Agreement in accordance with VOLVO's instructions, provided that such instructions are not inconsistent with the terms of the Agreement. All Contractual Obligations shall be delivered with promptness, diligence and efficiency and in a safe, professional and workmanlike manner and SUPPLIER shall use qualified persons fully familiar with the requirements and the materials and technology used.
- 2.2** SUPPLIER is obliged in the course of performing its Contractual Obligations to collaborate with any other suppliers designated by VOLVO.
- 2.3** Whenever SUPPLIER for the performance of its Contractual Obligations deems it necessary to perform services which are in addition to those agreed in the Agreement, SUPPLIER shall without delay inform VOLVO thereof. VOLVO must place an order for such additional services and associated remuneration before the services begin. VOLVO must approve such additional services and associated remuneration in writing before the services begin. Minor variations that do not have a significant impact on the project scope shall be deemed to be included in the agreed remuneration. Major variations that substantially alter the project scope shall be deemed to be outside and shall hence be quoted separately. SUPPLIER acknowledges that VOLVO may choose to contract a third party to perform work related to such major changes.
- 2.4** SUPPLIER is responsible for ensuring that all taxes and charges due for personnel, for whom the SUPPLIER is responsible as employer or principal and who perform any contractual obligations for VOLVO, are paid in accordance with prevailing laws and collective agreements.
- 2.5** SUPPLIER may only use its own employees for the performance of its Contractual Obligations and may not engage the services of subcontractors for the supply of Services covered by the Agreement unless agreed otherwise with VOLVO. Any exceptions shall be approved in writing by the person responsible at VOLVO before such services commence. If SUPPLIER, following approval by VOLVO, engages the services of a subcontractor, SUPPLIER bears the same liability for its subcontractors as for itself hereunder.
- 2.6** SUPPLIER guarantees the availability of the required resources for the whole duration of its Contractual Obligations according to the Agreement. In particular, SUPPLIER guarantees (i) the levels of skill and knowledge of those involved in supplying the Services and (ii) the constant availability of these resources. SUPPLIER shall take, without any additional cost for VOLVO, all the measures necessary to limit as far as possible any dysfunction and negative consequences for the good progress of its Contractual Obligations in the event of unavailability of agreed levels of skill and knowledge.
- 2.7** If any Services are performed at VOLVO's premises, SUPPLIER personnel shall observe the working hours, safety instructions, security, workplace conduct and other instructions applicable at the location at which the Services are performed.
- 2.8** SUPPLIER shall compensate VOLVO for any loss or damage to any VOLVO software, hardware, equipment, documentation and other materials or the VOLVO premises that is caused by SUPPLIER's personnel and Subcontractors and SUPPLIER shall maintain relevant insurance covering all work performed on VOLVO's premises and all personnel and Subcontractors involved in such work.
- 2.9** SUPPLIER acknowledges that it has read and understood the Volvo Policies and Procedures and agrees to ensure compliance therewith.
- 2.10** SUPPLIER is responsible for ensuring that its employees and subcontractors performing the Services are informed about and fully comply with the principles as listed in section 2.9 and 2.11 or otherwise do not engage in any acts or omissions which are inconsistent with the Agreement.
- 2.11** SUPPLIER shall always document its environmental results, compliance with legal requirements and demonstrate it fulfils its corporate social responsibility (CSR) commitments as further outlined in VOLVO Policies and Procedures.
- 2.12** With respect to the Services performed by the SUPPLIER hereunder, it is mutually understood and agreed that the SUPPLIER, its employees and Subcontractors (if any) are performing as independent contractors, and not as employees of VOLVO. The SUPPLIER, its employees and Subcontractors shall have no claim against VOLVO, under this Agreement or otherwise, for health care benefits, unemployment compensation, overtime, insurance benefits, holiday pay, sick leave, retirement benefits, or any other employee benefits, and SUPPLIER is responsible for ensuring that all taxes and charges due for personnel, for whom the SUPPLIER is responsible as employer and who perform Services for VOLVO, are paid in accordance with prevailing laws and collective agreements. To the extent that VOLVO should ever be required to pay taxes related to the SUPPLIER, its employees or Subcontractors, withhold certain amounts and/or to pay certain portions of the SUPPLIER's, its employees' and Subcontractors' (if any) compensation to any governmental agency, VOLVO shall be entitled to deduct such amounts from payments due to the SUPPLIER hereunder and the SUPPLIER shall upon request indemnify and hold VOLVO harmless from and against any losses, damages, costs and expenses that VOLVO may incur that cannot be covered through deductions against amounts due to SUPPLIER.

## FOR SERVICES IN THE FORM OF TEMPORARY RESSOURCES

- 2.13** SUPPLIER is not entitled to replace selected personnel during the performance of the Services without prior approval from VOLVO, except where such replacement is necessary for reasons beyond the reasonable control of SUPPLIER. For the avoidance of doubt, replacement of personnel due to other assignments with third parties is not a reason outside the reasonable control of SUPPLIER.
- 2.14** VOLVO shall be entitled to require SUPPLIER to remove a person engaged in the performance of the Services if VOLVO reasonably determines that the individual is not suitable to perform the Services. Any such removal shall be effective two (2) weeks upon a written notification to SUPPLIER and VOLVO shall not be obliged to compensate SUPPLIER for the work performed by the removed person during said period. SUPPLIER shall also make available a replacement free of charge for as long as necessary, but at least for two (2) weeks, in order for the tasks to be learned. SUPPLIER shall assign a replacement for said person upon expiration of the two weeks' notice period.
- 2.15** Unless otherwise explicitly agreed between the Parties, VOLVO shall not be obliged to compensate SUPPLIER for any training of SUPPLIER Personnel or replacement resources. The SUPPLIER personnel that shall perform the Services shall participate, free of charge, in any initial training as VOLVO reasonably deems necessary for the performance of the Services. If so set out in the Agreement, the SUPPLIER shall compensate VOLVO for the training provided by VOLVO hereunder.

## 3 INFORMATION

- 3.1** Each Party shall continuously inform the other Party of all matters of importance to the Parties' performance under the Agreement, including particular risks that exist or which could arise in conjunction with the performance of SUPPLIER's Contractual Obligations. In all communication, the Parties shall express themselves with such clarity and with such means as are required in order to ensure a correct performance in all respects.
- 3.2** SUPPLIER shall inform VOLVO immediately if there is a risk that SUPPLIER cannot fulfil its Contractual Obligations and shall take all reasonable actions to fulfil such obligations.
- 3.3** SUPPLIER shall also immediately notify VOLVO (i) of a material change in SUPPLIER's management; (ii) of a change of the supplier key account manager; (iii) if SUPPLIER enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent or (iv) if SUPPLIER is subject to a change of control.
- 3.4** SUPPLIER shall provide VOLVO on an annual basis with its latest annual report as soon as it is available as well as any other information that may be of importance for VOLVO to evaluate the relationship with SUPPLIER.

## 4 EQUIPMENT

Where required for the performance of its Contractual Obligations, connection to VOLVO's network shall, as far as possible, be established using VOLVO's equipment. Upon expiry or termination of the Agreement, SUPPLIER shall return, and shall cause its assigned personnel to return, to VOLVO all equipment, properties and materials that are owned by VOLVO or otherwise have been made available to SUPPLIER during the term of the Agreement. If equipment owned by SUPPLIER nevertheless has to be connected to VOLVO's systems, the equipment must first have been approved by VOLVO and throughout the duration of the Agreement it must be used in accordance with VOLVO's security regulations and other applicable instructions.

## 5 NO EXCLUSIVITY

The VOLVO Group shall not be obliged to award any business to SUPPLIER Group under the Agreement. Consequently, the Agreement is non-exclusive and the VOLVO Group reserves the right to purchase the same or equivalent Services from other suppliers. The Parties further agree that any estimated or forecasted quantity, volume or value of purchases of Services, whether contained in the Agreement or in any communication between the Parties, shall be deemed to be only estimate or forecast devised for the convenience of the Parties.

## 6 DELIVERIES

- 6.1** The Services are normally governed by specifications and time schedule in the Agreement. If no such specification and/or time schedule has been drawn up, SUPPLIER shall perform the Services promptly, in a professional manner and in accordance with the highest industry practice.
- 6.2** SUPPLIER shall immediately inform VOLVO if there is a risk of non-compliance with the most recent specifications and/or time schedule agreed by the Parties. SUPPLIER shall at all times take all reasonable measures to avoid any such variation.

## 7 WARRANTY

- 7.1** SUPPLIER shall ensure it has obtained all information on the intended use of, application or and other conditions affecting the Services and the Results thereof. VOLVO shall upon request from SUPPLIER provide all information which VOLVO in its sole discretion deems relevant for the design and development of the Services and Results.
- 7.2** SUPPLIER warrants to VOLVO that (i) SUPPLIER is a corporation organized, validly existing and in good standing under the laws of the country where its principal office is registered, (ii) the execution of this Agreement and the conclusion of any Agreement will not violate any agreements which SUPPLIER has with any third parties, (iii) SUPPLIER has full power and authority to enter into and complete all aspects of the Agreement.

**7.3** SUPPLIER furthermore warrants that all Services performed and Results delivered (i) shall be in accordance with and conform to the specifications set out in the Agreement and (ii) shall be fit for its intended purpose.

## **8 ASSISTANCE**

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 SUPPLIER's personnel concerning the Services to be furnished under a purchase 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 SUPPLIER's liability to fully perform its obligations under the Agreement and/or purchase order. In all cases, and as acknowledged by SUPPLIER, VOLVO is relying upon SUPPLIER's knowledge and expertise in performing all work regarding the Services to be furnished under a purchase order.

## **9 LIABILITY FOR DEFECTS AND DELAYS**

**9.1** **Defects.** In the event that a Service and/or Result (i) does not fulfil the requirements set out in section 7.3 (a Defective Service) and (ii) has not been caused by any breach of this Agreement by VOLVO, then such Service and/or Result shall be immediately corrected or remedied free of charge by SUPPLIER if requested by VOLVO.

**9.2** If a Defective Service, including the Results thereof, cannot be corrected or remedied without delay, if such correction is deemed impossible or if there is a risk of production disturbances at VOLVO or delivery disturbances from VOLVO, VOLVO shall be entitled to a reduction of the agreed fee to an amount equivalent to the defect. If the defect is material to VOLVO, as decided by VOLVO in its reasonable discretion, VOLVO is entitled to terminate the Agreement or purchase order in question in its entirety or to the part attributable the defect or shortcoming, and/or claim compensation for the damage, cost or loss incurred by VOLVO as a result of the Defective Service.

**9.3** If VOLVO accepts any Services and/or Results that do not conform to the terms of the Agreement this will not relieve SUPPLIER of its obligations to correct any such non-conformance or preclude from any remedy under the Agreement.

**9.4** **Delays.** In the event of a late delivery of the Services, and subject to that such delay has not been caused by a breach of this Agreement by VOLVO, VOLVO is entitled to (i) completely or partly terminate the purchase of the Services which VOLVO does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. SUPPLIER shall indemnify VOLVO against, and hold VOLVO harmless from, any costs, losses, and damages incurred or arising out of or relating to the late delivery.

## **10 OTHER SANCTIONS**

In addition to SUPPLIER's liability for any defects and delays under the Agreement, the SUPPLIER shall compensate VOLVO for any loss or damage suffered as a result of a breach of the Agreement.

## **11 INTELLECTUAL PROPERTY RIGHTS**

**11.1** SUPPLIER may only use the Intellectual Property Rights owned by or licensed to VOLVO and VOLVO Group Companies for the supply of Services and Results to VOLVO and Volvo Group Companies and may not use such Intellectual Property Rights for the supply of services to any other party.

**11.2** Any and all Intellectual Property Rights and Know-How arising of the Results (including the ownership of the Results themselves) shall accrue to VOLVO. SUPPLIER warrants that it at the time of transfer owns all rights to such Results as well as that it is entitled to transfer such rights in the Results to VOLVO.

**11.3** By way of clarification, section 11.2 shall not apply to Intellectual Property Rights or Know-How owned by or licensed to SUPPLIER prior to the commencement of the Services, or which SUPPLIER can demonstrate were developed entirely independently for its standard offer without any contribution from or adaptation for VOLVO.

**11.4** The transfer of rights to VOLVO set out in section 11.2 is exclusive, worldwide, perpetual and complete and covers the right to use, transfer and publish Results in any form, for any purpose and to any medium, as well as to modify and alter the Results. In addition hereto, VOLVO is also without restriction entitled to transfer or license, wholly or partially, all rights to the Results to any VOLVO Group Company and any third party. In the light of the purpose of VOLVO's acquisition of the rights to the Results of the Services – which must be possible to alter and modify in order to be used in different contexts – SUPPLIER warrants that the respective originators of the Results have waived their right to oppose changes in the Results and their right to be mentioned as originators with regard to use of or modification and alteration of the Results in accordance with the provisions of the Agreement.

**11.5** VOLVO also acquires the ownership of the originals of the Results in the form of prototypes, forms, manuscripts, photographic negatives, image creations or the like, in analog and/or digital form and SUPPLIER undertakes, at the request of VOLVO, to hand over any and all such originals to VOLVO.

**11.6** SUPPLIER undertakes, in return for reasonable compensation, to assist VOLVO in the drafting and signing of documents which are necessary for VOLVO to be able to register rights relating to the Results of the Services.

**11.7** SUPPLIER is responsible for ensuring that any and all Services and Results delivered to VOLVO do not infringe the Intellectual Property Rights of any third party. SUPPLIER will, at its own cost and expense, indemnify and hold VOLVO and all VOLVO Group Companies harmless against any and all claims that may be brought against VOLVO, VOLVO Group Companies and/or anybody that uses the Services or the Results, as applicable, that any Service(s), and/or

Results provided hereunder, or any element thereof, infringes the Intellectual Property Rights of a third party. Without limitation of the foregoing indemnity, SUPPLIER additionally agrees that in such cases of alleged infringement SUPPLIER shall either promptly replace the allegedly infringing Service or Results, as applicable, with a non-infringing Service or Result, as applicable, or promptly obtain all necessary consents and licenses for the continued use of such Services and Result(s), as applicable. Said undertaking shall not apply to the extent, if any, VOLVO has performed development or design work demonstrably and proximately causing such allegations. SUPPLIER shall, at VOLVO's request, assist VOLVO in disputes in which VOLVO could become involved by reason of such infringement and if required by VOLVO take on the conduct of any dispute, provided however that VOLVO shall have the right to approve any settlement of the dispute (such approval not to be unreasonably withheld or delayed).

**11.8** SUPPLIER shall neither use nor register any corporate name, trademarks, logotypes, domain names belonging to or licensed to VOLVO or any VOLVO Group Company other than as instructed by VOLVO in writing.

## **12 GRANT OF LICENSE**

**12.1** SUPPLIER, for good and valuable consideration, the sufficiency and receipt of which is recognized, hereby grants VOLVO, at no additional cost beyond that expressly agreed to in writing by the Parties under the Agreement as remuneration for the performance of the Services and the provision of the Results, a worldwide, perpetual, paid-up and non-exclusive license to use and reproduce and have used and reproduce the Intellectual Property Rights and Know-How owned or licensed by SUPPLIER and which are not covered by the transfer in Section 11, provided that such Intellectual Property Rights and Know-How are required for VOLVO's use of the Results of the Services.

**12.2** All rights, obligations and guarantees which cover the Services and Results in this Agreement, shall also cover the license granted in Section 12.1 in order for the license not to limit VOLVO's contractual use of the Results.

## **13 ASSOCIATED IT TOOLS AND SERVICES**

**13.1** If SUPPLIER provides any IT Tools and Services as part of the Services, VOLVO, the VOLVO Group Companies, and any third party acting on their behalf, shall have the right to use and access the IT Tools and Services in connection with the provision of the Services hereunder.

**13.2** Unless otherwise approved in writing, VOLVO may not: (i) modify or adapt the IT Tools and Services; or (ii) decompile or reverse engineer the IT Tools and Services, except to the extent necessary to obtain interoperability with other independently created software or as required by mandatory laws.

**13.3** For the sake of clarity, VOLVO shall own all VOLVO Data that are provided to the SUPPLIER and/or uploaded on the SUPPLIER's or its subcontractor's servers in connection with the Services and SUPPLIER may not use such VOLVO Data for any other purpose than the provision of the Services to VOLVO and the VOLVO Group.

**13.4** The VOLVO Data shall be deleted within 30 days from the termination of the Agreement, or upon VOLVO's request, be returned to VOLVO in a format reasonably satisfactory to VOLVO.

## **14 INSURANCE**

**14.1** SUPPLIER shall have and maintain adequate general liability insurances for itself, its employees and its subcontractors covering SUPPLIER's commitments under the Agreement and customary for enterprises operating in the same line of business as SUPPLIER, including but not limited to:

- (a) public and product liability insurance and professional indemnity insurance;
- (b) employer liability insurance or similar insurance according to the laws and practices in the countries where the SUPPLIER is established.

**14.2** SUPPLIER shall upon VOLVO's request provide satisfactory evidence demonstrating that it has subscribed insurances in accordance with this section.

## **15 CONFIDENTIALITY**

**15.1** All tangible and intangible information, including but not limited to: data, specifications, standards and know-how of any nature such as technical, scientific, engineering, commercial, financial, marketing or organizational, to which a Party has obtained access through the Parties' business relationship, shall for the duration of the Agreement and for ten (10) years thereafter be treated as confidential and may not be used for any purpose other than for the deliveries to VOLVO. The information may not be shown to or in 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 fulfilment of a Party's obligations and with regard to the applicable copyright laws and regulations. However, the foregoing restrictions do not apply to information which (i) is or at any time becomes known to the public other than by breach of this Agreement, (ii) a Party can show was in its possession before receiving it from the other Party, and (iii) a Party receives from a third party without restraints as to the disclosure thereof.

**15.2** 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 legally possible, require the receiver of the information to treat it confidential as required in section 15.1.

**15.3** SUPPLIER may not, without written approval from the responsible purchasing department at VOLVO, make it publicly known that the SUPPLIER delivers the Services to VOLVO or that it has entered into an Agreement with VOLVO or use VOLVO as a reference in any other way (including for any marketing or financing purposes or as reference in any company presentations). These restrictions shall apply also to the publishing of press releases and other similar advertising announcements.

**15.4** SUPPLIER shall at VOLVO's request either return or destroy everything referred to in section 15.1, including copies thereof.

## 16 INVOICING/PAYMENT

**16.1** Unless otherwise agreed, invoicing shall take place once a month in arrears.

**16.2** Unless otherwise agreed between the Parties or prescribed by mandatory legislation, payment shall be made according to the following: Free delivery month based upon receipt of invoice or Services (whichever is latest) + three (3) calendar months of credit, paid according to the VOLVO Group Payment Calendar. The actual payment dates are stated in the VOLVO Group payment calendar published on the Supplier Portal

**16.3** 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.

**16.4** Any VAT incurred must be specified as a total separate amount.

**16.5** The Parties agree, if legally and technically possible, to implement communication and invoicing through electronic data interchange (EDI).

**16.6** Without prejudice to VOLVO's other rights and remedies, and after prior written notice VOLVO may deduct from any payments due to SUPPLIER the amount of any good faith contra accounts or other claims which VOLVO or any VOLVO Group Company may have against SUPPLIER.

**16.7** Remittance of payment shall not imply any approval of work, of the delivery or of the invoiced amount and shall not relieve SUPPLIER of any obligations under this Agreement.

## 17 TRAVEL

**17.1** Travel and accommodation expenses will only be refunded to SUPPLIER if expressly agreed upon with VOLVO in the Agreement. Such expenses are to be processed in accordance with VOLVO's regulations.

**17.2** Compensation for travel, subsistence and accommodation is limited to actual costs or the maximum according to VOLVO's travel regulations applicable at the time of travel, whichever amount is lower. The method and standard of travel and accommodation must be specified for each travel.

## 18 INFORMATION SECURITY

**18.1** In connection with the provision of the Services hereunder, SUPPLIER and its Subcontractors may be able to access VOLVO Data on behalf of VOLVO. In such case, SUPPLIER shall, and shall ensure that the Subcontractors:

(a) do not use the VOLVO Data for any other purpose than as necessary to perform its obligations under the Agreement;

(b) utilize highest industry standards and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the VOLVO Data against loss and corruption as well as unauthorized access, use, and disclosure;

(c) notifying VOLVO immediately of any security breach or other security incident which is caused by, or discovered in connection with, the Services;

(d) ensure that only such SUPPLIER and Sub-contractors' personnel that has a need to access the VOLVO Data to provide Services hereunder are granted access to the VOLVO Data; and

(e) ensure that persons authorized to access VOLVO Data are bound by no less restrictive confidentiality undertakings than the ones set out in Section 15 (Confidentiality).

**18.2** If connection to VOLVO's network is required for the performance of the Services, such connection to VOLVO's network shall, as far as possible, be established using VOLVO's equipment. If equipment owned by the SUPPLIER nevertheless has to be connected to VOLVO's systems, the equipment must first have been approved by VOLVO and throughout the duration of the performance of the Services it must be used in accordance with VOLVO's, from time to time applicable, security regulations.

**18.3** It is SUPPLIER's responsibility to permanently destroy any VOLVO Data in its possession, if any, upon VOLVO's request or in connection with the expiration or termination of the Agreement, with special emphasis on destroying all data in scope in all locations, and provide a written certification of the destruction.

**18.4** In addition to the security requirements set out in this Section 18 and Section 19 (Data Protection), and elsewhere in the Agreement, SUPPLIER further accepts and agrees to comply with: (i) its own security standards; and (ii) any additional or more detailed security requirements provided by VOLVO. In the event of conflicting security requirements, the stricter standard shall apply.

## 19 DATA PROTECTION

**19.1** As part of the provision of the Services hereunder, SUPPLIER may process the Personal Data relating to the categories of data subjects as set out in the Personal Data Specification on behalf of VOLVO or an entity in the Volvo Group in their respective capacity as Data Controllers. If personal Data is processed by, including where Personal Data is transferred to or can be accessed by, the SUPPLIER shall:

- (a) act in strict compliance with, and ensure that the Services are performed in accordance with any and all applicable data Protection Legislation in force during the term hereof;
- (b) ensure that the Personal Data is used for the sole purpose of performing SUPPLIER's Contractual Obligations under the Agreement and as set out in the Personal Data Specification and that the Personal Data is only accessible by such SUPPLIER's personnel who need to have access to the Personal Data, who process the Personal Data pursuant to the instructions of VOLVO and who have received training with respect to the processing of Personal Data in order to carry out Contractual Obligations;
- (c) ensure that persons authorized to access the Personal Data are, with respect to the processing of Personal Data, bound by no less restrictive confidentiality undertakings than the ones set out in this section 18.
- (d) only process Personal Data in strict compliance with the VOLVO's instructions from time to time, including but not limited to any security and safety regulations issued by VOLVO from time to time, and if such instructions are obviously lacking for the processing to be executed in a proper manner or if the SUPPLIER considers an instruction to breach applicable Data Protection Legislation, inform VOLVO thereof in writing and await further instructions;
- (e) assist VOLVO in ensuring compliance with the obligations under Data Protection Legislation and fully and without delay cooperate with VOLVO and provides VOLVO with the necessary information in order to allow VOLVO to respond to third parties' (such as data subjects' or data protection supervisory authorities') requests or inquiries for exercising their rights under applicable Data Protection Legislation. SUPPLIER shall immediately forward to VOLVO any third party requests or inquiries that are made directly to SUPPLIER or a sub-processor to SUPPLIER regarding VOLVO's Personal Data. For the avoidance of doubt, this obligation of the SUPPLIER pertains to, among others, data protection impact assessments carried out by VOLVO and VOLVO's prior consultations with the competent data protection authority or authorities. SUPPLIER is not allowed to disclose Personal Data or other information about the processing of Personal Data without explicit instructions from VOLVO. SUPPLIER is not authorized to represent or act on behalf of VOLVO in relation to any third parties including data protection supervisory authorities;
- (f) assist, without prejudice to SUPPLIER's obligations pursuant to item (e) above, VOLVO by appropriate technical and organizational measures and immediately upon VOLVO's instruction for fulfilling VOLVO's obligation to respond to requests for exercising data subjects' rights under applicable data protection legislation;
- (g) maintain appropriate and adequate technical and organisational measures to ensure the security for the processed data required by law. The appropriate level of security shall be determined by the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, modification, unlawful dissemination, or unlawful access in particular where the processing involves the transmission of data over a network;
- (h) notify VOLVO without undue delay after becoming aware of a Personal Data Breach and assists VOLVO in the event of a Personal Data Breach in order to enable VOLVO to comply with its obligations under applicable laws, in particular, if applicable, with respect to notifying the competent data protection authority and communicating the Personal Data Breach to data subjects;
- (i) promptly provide any and all information that VOLVO so requests in relation to the processing of Personal Data under the Agreement, including but not limited to information that VOLVO deems necessary, in its own discretion, to comply with and/or to demonstrate compliance with its obligations under applicable Data Protection Legislation and other applicable laws and regulations;
- (j) inform VOLVO in the event SUPPLIER is required to disclose information according to applicable law or the decisions of public authorities or courts, and to request confidentiality in conjunction with the disclosure of requested information.

**19.2** SUPPLIER may not contract a subcontractor (also referred as sub-processor in this section 18) for the supply of the Services or part thereof, in addition of what is stated in section 2.5, without VOLVO's prior written approval. For the avoidance of doubt, engaging subprocessors means the appointment or addition of new and the replacement of existing sub-processors. SUPPLIER, when entering into an agreement with a sub-processor, shall ensure that the sub-processor undertakes the same data protection obligations as set out in section 18. SUPPLIER shall be fully liable to VOLVO for sub-processor's acts and omissions. When engaging sub-processors of VOLVO's Personal Data, SUPPLIER must ensure that any rights Data Controller has against SUPPLIER under this Agreement on the commissioning of data are granted to VOLVO – via SUPPLIER – against the sub-processor as well. SUPPLIER shall at VOLVO's request disclose the identity of any and all sub-processors and the location of the data processing.

**19.3** Unless otherwise agreed, SUPPLIER shall not transfer (for the avoidance of doubt, including allowing access to) any Personal Data outside of the country in which the Personal Data was collected, received or obtained, or in the case of a country within the European Economic Area (EEA), not transfer such data to a country outside the EEA. If the parties have agreed that any Personal Data that is located within the EU/EEA will be transferred to SUPPLIER in a country outside of the EU/EEA, SUPPLIER shall ensure that such transfer at all times complies with applicable data protection legislation.

**19.4** VOLVO has the right to verify through audits, including inspections, that SUPPLIER complies with the Agreement and applicable data protection laws. Such audit may be carried out by VOLVO itself or through the use of an independent third party. The verification shall be at VOLVO's expense but SUPPLIER shall provide any required assistance free of charge. SUPPLIER shall cooperate with VOLVO and shall promptly grant VOLVO or the independent third party appointed by VOLVO access to the SUPPLIER's premises. If the audit reveals that the SUPPLIER (i) is in breach of its undertakings under section 19 (ii) or is non-compliant with its obligations under applicable Data Protection Legislation, SUPPLIER shall promptly remedy any such issue.

**19.5** When the Agreement expires SUPPLIER shall delete or return all personal data to VOLVO in accordance with VOLVO's instructions and ensure that no Personal Data remains with SUPPLIER or any subprocessor. For the avoidance of doubt, this clause applies to Personal Data processed by the Processor, including but not limited to storing recording, preserving or organising the Personal Data, in any form or format, such as digital files, encrypted digital records, compact discs, paper copies or other physical copies.

**19.6** This section is intended to constitute and shall be interpreted as a written data processing agreement between VOLVO and Supplier pursuant to applicable data protection legislation.

**19.7** In addition to any other available remedies, SUPPLIER shall defend, indemnify and hold harmless VOLVO from any and against all losses, damages, costs and expenses incurred as a result of the breach by SUPPLIER of this section 19.

## **20 FORCE MAJEURE**

**20.1** "Force Majeure" shall mean all events which are beyond the control of the Parties, and which are unforeseen, unavoidable or insurmountable, and which were not known at the acceptance of the purchase 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 cannot be foreseen, prevented or controlled. For the avoidance of doubt, strikes, lock-outs or other industrial action or disputes solely related to SUPPLIER and/or its subcontractors or agents shall not be deemed as events of Force Majeure.

**20.2** If an event of Force Majeure occurs, a Party's Contractual Obligation 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.

**20.3** 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.

**20.4** 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 endeavours to minimize the consequences of such Force Majeure. If the consequences of the Force Majeure continue for a period of more than thirty (30) days without a solution acceptable to both Parties, the Party that is not subject to Force Majeure shall be entitled to immediately terminate the relevant Agreement.

## **21 NO PARTNERSHIP**

Nothing in the Agreement or any of the transactions, obligations or relationships contemplated hereby shall constitute either SUPPLIER or VOLVO as the agent, employee or legal representative for the other of any purpose whatsoever, nor shall SUPPLIER or VOLVO hold itself out as such. The Agreement does not create and shall not be deemed to create a partnership, joint venture associates or principal-and-agent between SUPPLIER and VOLVO hereto and save as expressly provided in the Agreement, neither SUPPLIER nor VOLVO shall enter into or have authority to enter into any engagement or make any representations or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other Party hereto.

## **22 WAIVER**

No waiver by either Party of any breach of the 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 to answer a question or communication from SUPPLIER about a delayed delivery shall not affect VOLVO's rights to impose a sanction in accordance with the Agreement.

## **23 SEVERABILITY**

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

## **24 TRANSFER AND ASSIGNMENT OF AGREEMENT**

**24.1** A Party may neither transfer nor assign its rights or obligations under the Agreement without the written consent of the other Party. It also applies in case of insolvency procedure against SUPPLIER.

**24.2** Notwithstanding the aforesaid, VOLVO shall always be entitled to transfer or assign the Agreement, or any rights granted hereunder to: (i) any other company within the VOLVO Group; (ii) a third party contractor in connection with any sourcing / outsourcing activity; (iii) a third party in connection with the sale of a part of VOLVO's business operations to such third party.

## **25 LEGAL REQUIREMENTS**

Each Party shall comply with all laws and regulations relevant to the performance under the Agreement. This will include but not be limited to SUPPLIER's obligation to treat dangerous goods in accordance with local national and/or international law.

## **26 TERMINATION**

**26.1** Either Party is entitled to terminate the Agreement with immediate effect and without any liability for compensation due to such termination if:

(a) the other Party should commit or permit a material breach of any of the obligations contained herein and if any such breach has not been cured within thirty (30) days of written notice from the non-breaching Party specifying the nature of the breach;

(b) the other Party enters into compensation proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have been come insolvent; or

(c) the other Party is acquired by a competitor of the Party seeking termination.

**26.2** The Agreement can also be terminated in accordance with section 20.4 above.

**26.3** In addition to any other right of VOLVO to terminate the Agreement, VOLVO may, at its own discretion, with immediate effect terminate a purchase order for convenience as regards its non-performed parts. Upon such termination, VOLVO shall pay to SUPPLIER the agreed price for all Contractual Obligations that have been completed and delivered in accordance with the Agreement and not previously paid. SUPPLIER shall furthermore be entitled to payment for reasonable costs unavoidably incurred subsequent to that date in the course of winding up the work, always provided that SUPPLIER shall use its best endeavours to minimise such costs. Except as provided in this section, VOLVO shall not be liable for and shall not be required to make any payments to SUPPLIER, directly or on account of claims by SUPPLIER's subcontractors, for loss of anticipated profit, unabsorbed overheads or other costs or charges in relation to the termination of the Agreement and under no circumstances shall the total amount of payment owed by VOLVO to SUPPLIER under this clause exceed the remuneration for the terminated parts of the relevant purchase order.

**26.4** 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 Agreement, the provisions of section 6, 7, 9, 10, 11, 12, 15, 18 and 19 will survive the expiration or termination of the Agreement.

## **27 APPLICABLE LAW**

**27.1** These General Purchasing Conditions and any Agreement shall be governed by and construed in accordance with Swedish substantive law unless both Parties have their principal place of business in the same country which is not Sweden. In such case the Agreement shall be governed and construed in accordance with the substantive laws of that country. If the Parties have their place of business in the United States of America, the Agreement shall be governed by the substantive laws of the state of New-York. Irrespective of which substantive law shall apply, such law shall exclude its conflict of laws principles providing for the application of the laws of any other jurisdiction.

**27.2** However, Agreements those are subject to disputes according to section 28.6 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 or laws principles providing for the application of the laws of any other jurisdiction.

**27.3** Notwithstanding the above, a Party shall always be entitled to apply for interim or conservatory measures in accordance with section 28 below.

## **28 DISPUTES**

**28.1** Any dispute arising between VOLVO and SUPPLIER out of or relating to the Agreement shall promptly and in good faith be negotiated with a view to its amicable solution.

**28.2** If, in accordance with Section 27.1-27.2 above the Agreement shall be governed by the laws of Sweden or the country where both Parties have their principal place of business, and such country is not France, Japan, or the United States of America, and no amicable resolution or settlement is reached, then such dispute arising out of or in connection with the Agreement or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). The Rules for Expedited Arbitration Proceedings shall apply unless the SCC, in its discretion, determines, taking into consideration the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. 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.

**28.3** If, in accordance with Section 27.1 above the Agreement shall be governed by French law and no amicable resolution or settlement is reached, then such dispute arising out of or relating to the Agreement shall be settled by the Commercial Court of Lyon, France.

**28.4** If, in accordance with Section 27.1 above the Agreement shall be governed by Japanese law and no amicable resolution or settlement is reached, then such dispute arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the rules of the Japan Commercial Arbitration Association applicable at the time arbitration is called for. The arbitration proceedings shall be held in Tokyo, Japan and be conducted in Japanese.

**28.5** If, in accordance with Section 27.1 above the Agreement shall be governed by the laws of the state of New-York and no amicable resolution or settlement is reached, then such dispute arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the rules of arbitration promul-

gated 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 neutral arbitrators selected pursuant to such Rules, exclusively from a list of potential arbitrators supplied by the American Arbitration Association. A judgement 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 defence 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.

**28.6** Disputes arising out of or relating to several Agreements shall however, provided that such disputes are substantially based on similar legal grounds, be settled in a single arbitration in accordance with section 28.2 above.

**28.7** Notwithstanding the above, a Party shall be entitled to apply for interim or conservatory measures to any competent court.