



VOLVO Group General Purchasing Conditions for Indirect Products and Related Services

These General Purchasing Conditions shall apply to all purchases of indirect products and related services within the VOLVO Group unless otherwise agreed.

1 DEFINITIONS

- 1.1** 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.
- 1.2** "AB Volvo" shall mean the Swedish company AB Volvo which is the parent company of the VOLVO Group.
- 1.3** "Agreement" shall mean the agreement that a VOLVO Group Company has entered into with SUPPLIER for the supply of indirect products and related services, including these general terms and conditions, and, if applicable, any Master or Stand-Alone Agreement and/or all other appendices and attachments executed by the Parties.
- 1.4** "Contractual Obligations" shall mean all the obligations that arise from the Agreement regarding the delivery of Products and/or Related Services, as applicable.
- 1.5** "Defective Product" shall mean any Product not meeting the requirements set out in section 7.3.
- 1.6** "Defective Service" shall mean any Related Service not meeting the requirements set out in section 7.6.
- 1.7** "Hardware Related Software" shall mean any firmware, embedded software and any other software which is integrated into the hardware products and forms an inseparable part of the Products, including any thereto related documentation as well as any updates and upgrades thereof, provided by the SUPPLIER hereunder, for which a separate license agreement has not been entered into.
- 1.8** "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).
- 1.9** "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.
- 1.10** "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.
- 1.11** "Master Agreement" shall mean a framework agreement that AB Volvo or a VOLVO Group Company may have entered into which main objective is to form the basis for supply to VOLVO Group Companies.
- 1.12** "Party" shall mean VOLVO and SUPPLIER, respectively.
- 1.13** "Parties" shall mean VOLVO and SUPPLIER, collectively.
- 1.14** "Product" shall mean the products (including any Hardware Related Software) ordered by a VOLVO Group Company and supplied by SUPPLIER in accordance with the Agreement.
- 1.15** "Related Service" shall mean: (i) the associated services to the supply of the Product, including but not limited to maintenance, installation or similar services and (ii) the IT Tools and Services.
- 1.16** "Results" shall mean any and all tangible and intangible results developed, experienced or obtained during the performance of the Related Services, if any (however, for the avoidance of any doubt, bug-fixes and corrections of the Hardware Related Software shall not be considered as Results hereunder).
- 1.17** "Stand-Alone Agreement" shall mean a one-time agreement that AB Volvo or a VOLVO Group Company may have entered into 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, Products and/or Related 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 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.
- 1.24** "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.
- 1.25** "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.

2 GENERAL RULES

- 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.
- 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 Products and Related 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, but without limitation, SUPPLIER guarantees (i) the levels of skill and knowledge of those involved in supplying the Related 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 Contractual Obligations are performed at VOLVO's premises, SUPPLIER's personnel shall observe the working hours, safety instructions and other instructions applicable at the location at which the Contractual Obligations are performed.
- 2.8** SUPPLIER acknowledges that it has read and understood the Volvo Policies and Procedures and agrees to ensure compliance therewith.
- 2.9** SUPPLIER is responsible for ensuring that its employees and the subcontractors performing the Contractual Obligations are informed about and fully comply with the principles as listed in section 2.8 above or otherwise do not engage in any acts or omissions which are inconsistent with the Agreement.
- 2.10** SUPPLIER shall always document its environmental results, compliance with legal requirements and demonstrate it fulfill its corporate social responsibility (CSR) commitments as further outlined in VOLVO Policies and Procedures.

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. 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 Products and Related Services from other suppliers. The Parties further agree that any estimated or forecasted quantity, volume or value of purchases of Products and Related 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 AND PASSING OF TITLE

- 6.1** VOLVO normally issues delivery plan(s) for the Products, specifications and time schedule for the Related Services. If no such plan and/or specification have been issued, SUPPLIER is under the obligation to deliver such quantities of Products as VOLVO from time to time may order on the terms and conditions set out in the Agreement and the purchase order, and to perform any Related Services promptly, in a professional manner and in accordance with the highest industry practice.
- 6.2** The agreed delivery clause for Products shall be construed in accordance with INCOTERMS 2010. Unless otherwise agreed, the delivery clause shall be "DDP - Delivered Duty Paid", the address stated on the order. SUPPLIER shall pack the Products in accordance with instructions issued by VOLVO.
- 6.3** SUPPLIER shall immediately inform VOLVO if there is a risk of non-compliance with the most recent specifications, delivery plan and/or time schedule issued by VOLVO. SUPPLIER shall at all times take all reasonable measures to avoid any such variation.
- 6.4** Delivery is not deemed to have taken place until the Products and Related Services have been received in full and in conformity with the Agreement and with all certificates of approval, test certificates and other certification or necessary documentation required according to the Agreement or by law.
- 6.5** Unless otherwise set out in the purchase order, title in the Products will pass to VOLVO upon delivery to the delivery location designated in the purchaser order by VOLVO.

7 WARRANTY

GENERAL RULES

- 7.1** SUPPLIER shall ensure it has obtained all information on the intended use of, application or and other conditions affecting its Contractual Obligations. VOLVO shall upon request from SUPPLIER provide all information which VOLVO in its sole discretion deems relevant for the design, development and/or manufacturing of the Products and/or Related Services.
- 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.

SUPPLY OF PRODUCTS

- 7.3** SUPPLIER warrants, for a period of two years (unless a longer period is agreed) from the date of delivery that all Products delivered (i) shall conform to the Product specifications set out in the Agreement and to any samples approved by VOLVO, (ii) shall be free from defects in title, materials, workmanship, manufacture and design (to the extent SUPPLIER, its employees, agents, contractors and/or vendors are responsible for the design) and (iii) shall be fit and sufficient for their intended use.

- 7.4** SUPPLIER agrees to waive the time limitation to which the foregoing warranties are subject in the event that after the applicable warranty period has expired, (a) defects of the same or similar nature have been discovered in a statistically significant portion of the Products, (b) a defect is discovered which may cause or has caused (or is alleged by a third party to may cause or has caused) damage or poses a significant threat of damage to property or to the health or safety of any person.

- 7.5** SUPPLIER shall immediately inform the relevant goods receiver and the responsible purchasing department at VOLVO of any Defective Product, discovered or anticipated which have been dispatched to VOLVO.

SUPPLY OF RELATED SERVICES

- 7.6** SUPPLIER warrants that all Related Services performed and Results delivered (i) shall be in accordance with and conform to the specifications of 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 its Contractual Obligations 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 its Contractual Obligations to be furnished under a purchase order.

9 LIABILITY FOR DEFECTS, DELAYS AND OTHER NON-CONFORMING DELIVERIES

SUPPLY OF PRODUCTS

- 9.1** **Defects.** VOLVO shall have the right but not the obligation to inspect all delivered Products. In the event that a Product does not fulfil the requirements set out in section 7.3 (a Defective Product) or a delivery does not contain the agreed quantity, then VOLVO shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Product(s).
- 9.2** If a Defective Product cannot be repaired or replaced without delay or if there is a risk of production disturbances at VOLVO or delivery disturbances from VOLVO, VOLVO shall be entitled, without obtaining SUPPLIER's consent and at the latter's expense, to make or have made the necessary repair work or completely or partly terminate the purchase of the Product and other such Products or Related Services that VOLVO does not consider having any use of due to the defect or shortcoming, and also, to undertake substitute purchases from other suppliers.
- 9.3** In addition to what is set forth in Section 9.1 and 9.2 above, SUPPLIER shall compensate VOLVO for any loss or damage arising out of or relating to the defect or shortcoming in delivery, including but not limited to costs (including reasonable attorney's and expert's fees) for labour, replacement, assembly and disassembly, detection and analyse, scrapping and transportation.
- 9.4** In the event that 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 any delivery of, storing or maintaining such Products and shall not be responsible for taking delivery of, storing or maintaining such Products and shall further be entitled to return any excess or prematurely delivered quantity to SUPPLIER at the latter's expense and/or receive compensation from SUPPLIER for storage costs.
- 9.5** If VOLVO accepts Products 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.
- 9.6** **Delays.** In the event of a late delivery of a Product, 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 Product and of other Products and/or Related 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.

SUPPLY OF RELATED SERVICES

- 9.7** **Defects.** In the event that a Related Service or the Results: (i) does not fulfil the requirements set out in section 7.6 (a Defective Service) and (ii) has not been caused by any breach of this Agreement by VOLVO, then such Related Service and the Results thereof shall be immediately corrected or remedied free of charge by SUPPLIER if requested by VOLVO.
- 9.8** 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 to the defect or shortcoming, and/or claim compensation for the damage, cost or loss incurred by VOLVO as a result of the Defective Related Service.
- 9.9** If VOLVO accepts any Related Services 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.

9.10 Delays. In the event of a late delivery of the Related Services, and such breach 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 Related 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 PRODUCT LIABILITY

10.1 SUPPLIER shall defend, indemnify and hold VOLVO harmless from and against any and all loss, liability, cost and expense (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the design or manufacture of the Products, including defects in material and/or manufacturing processes or techniques, or any defect in the performance of the Related Service(s), caused personal injury or loss of, destruction or damage to property. This agreement of indemnification includes SUPPLIER's responsibility for all judgements or settlement amounts which may otherwise be or become the responsibility of VOLVO for the agreement of indemnification set forth in this section 10.1. This agreement of indemnification shall inure to the benefit of VOLVO, its officers, directors, VOLVO Group companies, successors and assigns. SUPPLIER shall, at VOLVO's request, assist VOLVO in disputes in which VOLVO could become involved by reason of such alleged defects 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.

10.2 Neither VOLVO nor 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.

10.3 SUPPLIER shall enter into and maintain an adequate product liability insurance policy during the period of the Agreement and shall at VOLVO's request also supply VOLVO with a copy of the insurance certificate.

11 OTHER SANCTIONS

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

12 RELOCATION OF PRODUCTION

SUPPLIER has been selected by VOLVO based on, inter alia, VOLVO's expectations on SUPPLIER's ability to manufacture and deliver Products with required quality and otherwise in accordance with the Agreement. Therefore, SUPPLIER may not relocate the production of a Product, wholly or partly, without prior information to VOLVO in writing about such relocation. If, as a result of such relocation of the production of a Product, the Agreement will be fulfilled by another company than SUPPLIER, 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 Agreement; SUPPLIER shall however also continue to be responsible for the fulfilment of the Agreement.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 SUPPLIER may only use the Intellectual Property Rights owned by or licensed to VOLVO and VOLVO Group Companies for the production and supply of Products, Related Services and Results to VOLVO and Volvo Group Companies and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any other party.

13.2 If VOLVO pays, or otherwise compensates, SUPPLIER for development, design work or other Related Services, initiated by VOLVO, the Results, including Intellectual Property Rights and/or Know-How arising from such work 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.

13.3 By way of clarification, section 13.2 shall not apply to Intellectual Property Rights or Know-How owned or licensed by SUPPLIER prior to the commencement of the Contractual Obligations, or which SUPPLIER can demonstrate were developed entirely independently for its standard offer without any contribution from or adaptation for VOLVO.

13.4 The transfer of rights to VOLVO set out in section 13.2 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 Result. In addition hereto, VOLVO is also without restriction entitled to transfer or license, wholly or partially, all rights to the Result to any VOLVO Group Company and any third-party.

13.5 In the light of the purpose of VOLVO's acquisition of the rights to the Results of the Contractual Obligations – 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.

13.6 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.

13.7 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 Contractual Obligations.

13.8 SUPPLIER is responsible for ensuring that any and all Products, Related 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 Product(s), Related Services and/or Results, as applicable, that any Product(s), Related Service(s) and/or Results delivered by SUPPLIER, 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 or suspected infringement SUPPLIER shall either promptly replace the allegedly or suspected infringing Product(s), Related Service(s) and/or Results, as applicable, with non-infringing Product(s), Related Service(s) and/or Results, as applicable, or promptly obtain all necessary consents for the continued use of such Product(s), Related Service(s) and/or Results thereof, 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).

13.9 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.

14 GRANT OF LICENSE

14.1 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 Related Services and 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 13, provided that such Intellectual Property Rights and Know-How are required for VOLVO's use of the Products and/or Results of the Related Services.

14.2 All rights, obligations and guarantees which cover the Results of the performance of the Contractual Obligations, as set forth in this Agreement, shall also cover the license granted in Section 14.1 to the extent to prevent any limitations on VOLVO's contractual use of such license.

14.3 VOLVO and the VOLVO Group are hereby granted a right to use the Hardware Related Software in connection with the use of the Products. If and to the extent the Products delivered hereunder contain or are delivered together with any other software than the Hardware Related Software, and provided that such software is not covered by a separate written license agreement between the Parties, VOLVO is hereby granted a worldwide, perpetual, paid-up and nonexclusive license to use and reproduce such software in connection with the use of the Products. The terms and conditions that apply for Hardware Related Software hereunder will apply mutatis mutandis also for such software.

15 ASSOCIATED IT TOOLS AND SERVICES

15.1 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.

15.2 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.

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

15.4 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.

16 INSURANCE

16.1 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.

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

17 CONFIDENTIALITY

17.1 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.
- 17.2** 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 17.1.
- 17.3** Without written approval from the responsible purchasing department at VOLVO, SUPPLIER may not 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 SUPPLIER shall at VOLVO's request either return or destroy everything referred to in section 17.1, including copies thereof.
- 18 INVOICING/PAYMENT**
- 18.1** Unless otherwise agreed, invoicing shall take place once a month in arrears.
- 18.2** 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 Products and/or Related Services (as applicable) were delivered to VOLVO (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.
- 18.3** 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.
- 18.4** Any VAT incurred must be specified as a total separate amount.
- 18.5** The Parties agree, if legally and technically possible, to implement communication and invoicing through electronic data interchange (EDI).
- 18.6** 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.
- 18.7** Remittance of payments 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.
- 19 FORCE MAJEURE**
- 19.1** "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.
- 19.2** 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.
- 19.3** 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.
- 19.4** 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.
- 20 EXPORT CONTROLS AND ORIGIN**
- 20.1** If any Product, or component therein, which SUPPLIER delivers to VOLVO is subject to national sanctions or export control regulations in those countries where SUPPLIER produces the Product or those countries from which the components originate, SUPPLIER shall be obliged, prior to the Parties agreeing on the specifications, to notify VOLVO in writing thereof and of the scope of the export restrictions and provide VOLVO with the applicable export control classification number (ECCN) or equivalent, if any, of the Product or component.
- 20.2** SUPPLIER shall be obliged to deliver all assistance, information or certificates needed by VOLVO for custom clearance for any Product or component therein, which SUPPLIER delivers to VOLVO including, upon request from VOLVO, technical information sufficient to determine the applicable export classification or its preferential origin.
- 20.3** SUPPLIER shall upon delivery and upon request supply VOLVO with a statement (and if applicable, a certificate) of (i) the origin of a Product delivered; (ii) its preferential origin in relevant instances and (iii) its US content – value, either (a) the percentage by value of the Product or component content with United States origin, or (b) a written statement that such percentage is less than 10 per cent.
- 20.4** The origin, EC or EEA – value of a Product may not be altered without the prior written consent of VOLVO.
- 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 also 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 19.4 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 total 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 termina-

tion of any Agreement, the provisions of section 6, 7, 9, 11, 13, 14 and 16 will survive the expiration or termination of the Agreement.

27 APPLICABLE LAW

27.1 These General Purchasing Conditions for Indirect Products and Related Services 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 the 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 held 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, the Agreement shall be governed by the laws of the 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 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 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 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.

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.