



## VOLVO Group General Purchasing Conditions for Superstructures and Trailers

These General Terms and Conditions shall apply to all purchases of Superstructures and/or Trailers 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 superstructures, trailers and/or spare parts, 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** "Chassis" shall mean the VOLVO owned vehicle(s) which shall be made available to SUPPLIER by VOLVO for the purpose of the Contractual Obligations within the Agreement.
- 1.5** "Complete Vehicle" shall mean a Chassis that has been converted and mounted with a Superstructure by either SUPPLIER or VOLVO in accordance with the Agreement.
- 1.6** "Contractual Obligations" shall mean all the obligations that arise from the Agreement regarding the delivery of Superstructures and/or Trailers, as applicable.
- 1.7** "Delivery" shall mean the point at when the Complete Vehicle(s) and/or Trailer(s) have been received in full and made available to VOLVO, the End Customer or either of these parties' nominated collection agent to drive away and use, including the hand-over of the keys, in full 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.
- 1.8** "End Customer" shall mean the third party to whom VOLVO, or SUPPLIER, as applicable, supplies the Complete Vehicle(s).
- 1.9** "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).
- 1.10** "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 of Superstructures and/or Trailers to the End Customer and/or VOLVO Group Companies, as applicable.
- 1.12** "Party" shall mean VOLVO and SUPPLIER, respectively.
- 1.13** "Parties" shall mean VOLVO and SUPPLIER, collectively.
- 1.14** "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 terms for a specific supply to the End Customer and/or VOLVO Group Company being part of the Stand-Alone Agreement, as applicable.
- 1.15** "Superstructure" shall mean the goods to be provided by SUPPLIER under the Agreement, including but not limited to bodies, tippers, cranes, demountable body systems, skip loaders and tank bodies for the purpose of mounting and attaching onto either a Chassis or a Trailer; as well as any spare-parts used for the repair or replacement of failed units.
- 1.16** "SUPPLIER" shall mean the party to an Agreement that supplies, or is intended to supply, Superstructures and/or Trailers to a VOLVO Group Company.
- 1.17** "SUPPLIER Group" shall mean (i) SUPPLIER and (ii) any entity 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 (iii) any entity that owns, directly or indirectly, more than 50% of the share capital and/or controls, directly or indirectly, more than 50% of the votes of SUPPLIER; and (iv) any entity under such common ownership or control with SUPPLIER.
- 1.18** "SUPPLIER Group Company" shall mean any company belonging to the SUPPLIER Group.
- 1.19** "Supplier Portal" shall mean the internet home page <http://www.volvogroup.com/suppliers/global/en-gb/> and any subsequent replacement of the same.
- 1.20** "Trailer" shall mean an independent transport chassis to be delivered by SUPPLIER under the Agreement, either as trailer or semi-trailer, with or without any superstructure attached to it.

- 1.21** "VOLVO" shall mean the Volvo Group Company that has issued a purchase order to SUPPLIER.
- 1.22** "VOLVO Group" shall mean (i) AB Volvo, (ii) any entity in which AB Volvo 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) DongVo (Hangzhou) Truck Co. Ltd. and VE Commercial Vehicles Ltd. India, and any and all future joint ventures.
- 1.23** "VOLVO Group Bodybuilder Instruction" shall mean the detailed technical information provided by the VOLVO Group, applicable from time to time, that details permissible body mounting positions, loads, sizes, tolerances and related technical data, information and instructions, as may be amended from time to time, and with which SUPPLIER must comply to ensure correct mounting and interface between the body and/or equipment and the Chassis.
- 1.24** "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 purchase order 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** 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 Superstructures 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 is responsible for the work performed by the subcontractor in the same way as for its own work.
- 2.4** SUPPLIER undertakes to comply with the Volvo Group Code of Conduct and Volvo Group Environmental Policy, as well as to ensure compliance with VOLVO's key element procedures within purchasing as stated on the VOLVO Group Supplier Portal / Our Requirements: [http://www.volvogroup.com/suppliers/global/en-gb/aboutus/VolvoGroupPurchasing/nap/Pages/our\\_requirements.aspx](http://www.volvogroup.com/suppliers/global/en-gb/aboutus/VolvoGroupPurchasing/nap/Pages/our_requirements.aspx)
- 2.5** SUPPLIER is responsible for ensuring that its personnel performing the Contractual Obligations are informed about and fully comply with the principles as listed in section 2.4 above or otherwise do not engage in any acts or omissions which are inconsistent with the Agreement.
- 2.6** SUPPLIER must be able to document its environmental work, organisation, compliance with legal requirements and environmental results.

### 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 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 and SUPPLIER's financial performance.
- 3.4** If SUPPLIER enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent, SUPPLIER shall immediately inform VOLVO thereof. SUPPLIER shall also without any undue delay inform VOLVO of any other event that may negatively impact SUPPLIER's financial status, SUPPLIER's performance of its Contractual Obligations under the Agreement and/or SUPPLIER's relationship with VOLVO.

### 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 network, 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

Superstructures and/or Trailers from other suppliers. The Parties further agree that any estimated or forecasted quantity, volume or value of purchases of Superstructures and/or Trailers, whether contained in the Agreement or in any communication between the Parties or not, 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 Superstructures and/or Trailers. If no such delivery plan(s) have been issued, SUPPLIER is under the obligation to deliver such quantities of Superstructures and/or Trailers as VOLVO from time to time may order on the terms and conditions set out in the Agreement and the purchase order Firm requests for delivery of Superstructures and/or Trailers, including the fixing of the exact quantity, price and delivery time, is made part of the purchase order. Only what VOLVO has explicitly stated, in writing issued to SUPPLIER prior to the delivery in question, to be a firm request for delivery shall be deemed to be a firm request for delivery.
- 6.2** The agreed delivery clause for Superstructures and/or Trailers shall be construed in accordance with Incoterms 2010. Unless otherwise agreed, the delivery clause shall be "FCA, the address stated on the order".
- 6.3** SUPPLIER shall immediately inform VOLVO if there is a risk of non-compliance with the most recent delivery plan issued by VOLVO. SUPPLIER shall at all times take all reasonable measures to avoid any such variation.
- 6.4** Unless otherwise set out in the purchase order, title in the Superstructures and/or Trailers will pass to VOLVO or the End Customer, as applicable, at the same time as the risk will pass to VOLVO according to section 6.2 above.

## 7 WARRANTY AND RESPONSIBILITIES

- 7.1** Unless otherwise agreed, Complete Vehicles and/or Trailers will be sold to the End Customer with the benefit of each Party's warranties in force at the time of the conclusion of the Agreement. VOLVO shall be responsible for the warranties related to the VOLVO Chassis and SUPPLIER shall be responsible for warranties related to the Superstructures and/or Trailers. SUPPLIER guarantees that its warranties at no time shall be shorter than 12 months.
- 7.2** To the extent a Party and unless otherwise agreed, due to lack of engagement of the other Party or otherwise, fulfils warranty obligations of the other Party towards an End Customer, such Party shall be fully reimbursed by the other Party. If no root cause of the defect can be defined in a material analysis, VOLVO and SUPPLIER shall be commercially liable for fifty (50) per cent each of the total cost for the defective part.
- 7.3** SUPPLIER shall always be responsible for all work performed by itself, including but not limited to manufacture/assembly and mounting of the Superstructure onto VOLVO Chassis and the delivery of the Complete Vehicle and/or Trailer to either VOLVO or a End Customer, and for the structure of the Superstructure which is fitted to the Chassis and/or Trailer. SUPPLIER guarantees that the VOLVO Group Bodybuilder Instruction will be strictly adhered to, unless otherwise has been explicitly agreed to in writing with VOLVO.
- 7.4** Where it is explicitly agreed in writing by both Parties that VOLVO shall act as the main contractor towards the End Customer, SUPPLIER shall be subject to a back-to-back responsibility for its goods and services covered by such contract. Back-to-back responsibility implies herein that SUPPLIER undertakes to fulfil all undertakings, liabilities (including liquidated damages and penalties and furnishing of bonds and guarantees) and warranties set forth in such a contract relating to or caused solely or partly by its supply of goods and services under such contract, either directly towards the End Customer or by way of reimbursing VOLVO for doing so.
- 7.5** 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.

## 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

- 9.1** SUPPLIER shall be liable for any defect to the Chassis or reduced functionality, serviceability, riding comfort, safety and lack of legal compliance of the Complete Vehicle and/or Chassis, as applicable, due to non-compliance with the applicable VOLVO Group Bodybuilder Instruction. SUPPLIER shall be responsible for ensuring that its personnel is capable of complying with the VOLVO Group Bodybuilder Instruction and shall, to the extent required, at its own cost see to that such personnel undergo specific training arranged by VOLVO.
- 9.2** **Delays.** In the event of a late delivery of a Superstructure and/or Trailer, and 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 Superstructure, Trailer and of other products which VOLVO does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. In addition and unless otherwise agreed, VOLVO shall,

without having to prove any cost or loss, be entitled to liquidated damages amounting to one (1) per cent of the total order value per commenced week of delay, up to a total of fifteen (15) per cent of the total order value in question. Total order value shall hereby mean the value of the Superstructures and/or Trailers in delay as well as Superstructures, Trailers and/or other goods affected by the delay. Payment of liquidated damages shall not relieve SUPPLIER of its obligation to deliver the Superstructures and/or Trailers or perform any other Contractual Obligations it may have under the Agreement. The right to liquidated damages is in addition to any other rights and remedies provided under the Agreement or applicable law and VOLVO shall be entitled to further damages if and to the extent VOLVO's actual losses exceeds the liquidated damages.

## 10 PRODUCT LIABILITY AND RECALLS

- 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 Superstructures, Trailers or any work carried out in connection therewith, including defects in material and/or manufacturing processes or techniques, 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, AB Volvo subsidiaries, affiliates, 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.
- 10.2** Where VOLVO is the main contractor towards the End Customer and there reasonably is a considerable risk that the goods and/or services supplied by SUPPLIER may cause personal injury or property damage and VOLVO, having consulted SUPPLIER, decides to recall the relevant Complete Vehicle and/or Trailer, SUPPLIER shall compensate VOLVO for all its losses, damage, costs and expenses related to such recall. For the avoidance of doubt, it is acknowledged that if there is a risk of a Complete Vehicle and/or Trailer causing personal injury or property damage due to a defect in the Chassis, then VOLVO may, after consultation with SUPPLIER, decide to recall such Complete Vehicle and/or Trailer at its own cost and expense.
- 10.3** 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 in writing. Where practicable, notice should be given sufficiently in advance to allow thorough discussion of alternatives to such filing.
- 10.4** 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 PASSING OF PROPERTY AND RISK

- 12.1** In case assembly of the Complete Vehicle is performed at SUPPLIER's site, the risk in a Chassis passes to SUPPLIER upon delivery of it from VOLVO to SUPPLIER. SUPPLIER undertakes to inspect each Chassis for transport damages, specification errors and shortages immediately upon arrival and shall inform VOLVO of any damages, shortages or specification errors within 48 hours from receipt thereof, failing which SUPPLIER will be deemed to have received undamaged Chassis meeting the agreed specifications.
- 12.2** The risk in a Chassis shall pass to VOLVO or to the End Customer, as applicable, at the point of delivery or collection as further outlined in the Agreement.
- 12.3** Any VOLVO owned Chassis in SUPPLIER's custody shall remain the sole property of VOLVO or the third party funder, if applicable. SUPPLIER may not, unless otherwise agreed in writing by VOLVO, resell or take any action, other than executing the assembly work and the mounting of the Superstructure onto the Chassis, which may weaken the ownership rights of VOLVO.
- 12.4** SUPPLIER shall also, with regard to any Chassis in SUPPLIER's custody which is owned by VOLVO or a third party funder, if applicable (i) hold and maintain such Chassis on a fiduciary basis with due diligence and in accordance with the applicable VOLVO Group Body Builder Manual, (ii) at its own cost maintain adequate insurance for the protection of the Chassis; and (iii) store such Chassis in such a way that it is readily identifiable as VOLVO's or third party funder's property with clear and visible marks identifying the Chassis as the property of VOLVO.
- 12.5** VOLVO and the third party funder, if applicable, have the right, at all reasonable times, to inspect each Chassis in SUPPLIER's possession or control. VOLVO and the third party funder, as appropriate, may further recover each Chassis from SUPPLIER at any time (in whatever state of build it is in at the relevant time), in which event VOLVO shall reimburse SUPPLIER the cost of any partially completed work conducted by SUPPLIER on such Chassis recovered by VOLVO or the third party funder, not to exceed in any event the agreed-to costs, in writing, between the Parties for any fully-completed work.
- 12.6** SUPPLIER shall not directly or indirectly seek to assert any lien of any kind whatsoever capable of existing at law or in equity in respect of any Chassis, Complete Vehicle or modification against VOLVO, the End Customer or a third party funder.

## 13 RELOCATION OF PRODUCTION

SUPPLIER has been selected by VOLVO based on, inter alia, VOLVO's expectations on SUPPLIER's ability to manufacture and deliver Superstructures and/Trailers with required quality and otherwise in accordance with the Agree-

ment. Therefore, SUPPLIER may not relocate the production of a Superstructure and/or Trailer, 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 Superstructure and/or Trailer, the Agreement will be fulfilled by another entity than SUPPLIER, SUPPLIER shall ensure that such other entity 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.

## 14 INTELLECTUAL PROPERTY RIGHTS

14.1 SUPPLIER may only use the Intellectual Property Rights of VOLVO and VOLVO Group Companies for the production and supply of Superstructures and/or Trailers 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.

14.2 If VOLVO pays, or otherwise compensates, SUPPLIER for development, or design work, initiated by VOLVO, any 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 to VOLVO.

14.3 By way of clarification, section 14.2 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 of the Contractual Obligations.

14.4 The transfer of rights to VOLVO 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 third parties.

14.5 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.

14.6 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 analogue and/or digital form and SUPPLIER undertakes, at the request of VOLVO, to hand over any and all such originals to VOLVO.

14.7 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.

14.8 SUPPLIER is responsible for ensuring that any and all Superstructures and/or Trailers 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 Superstructure(s), Trailer(s) and/or results thereof, as applicable, that any Superstructure(s) and/or Trailers 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 suspectedly infringing Superstructure(s) and/or Trailer(s), with another equivalent Superstructure(s) and/or Trailer(s), or promptly obtain all necessary consents for the continued use of such Superstructure(s), Trailer(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.

## 15 TRADE MARKS

15.1 If either Party during the term of the Agreement should be permitted to use the other Party's trademark(s) in any way, such use must fully comply with all directives given by the other Party from time to time in a separate license agreement. Any such permission shall cease automatically and immediately with the termination or expiration of the Agreement.

15.2 Either Party shall immediately notify the other Party of any possible infringement of the latter's trademark of which it might become aware during the term of the Agreement and shall, if requested, grant all reasonable assistance in the proceedings which the latter may institute against such infringement.

15.3 The Agreement does not create, include or otherwise confer upon either Party any right or license to apply, utilise and/or exploit the other Party's know-how, patents or other industrial property rights for any purpose or otherwise authorise or permit any third party to apply, use or exploit any such know-how, patents and other industrial property rights without the other Party's consent.

## 16 INSURANCE

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. SUPPLIER shall at VOLVO's request supply VOLVO with a copy of the insurance certificates.

## 17 CONFIDENTIALITY

17.1 If the Parties have executed a confidentiality agreement prior to the concluding of the Agreement or at any time the Agreement is in force covering the exchange of confidential information under the term of the Agreement, such confidentiality agreement shall apply to any exchange of information under the Agreement. Section 17.4 below shall however apply regardless of such confidentiality agreement. In the event of any conflict between a provision in the confidentiality agreement and this section 17, the provisions of the confidentiality agreement shall prevail.

17.2 All information, equipment, know-how and technical documentation, including electronically stored data and computerised geometries, 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.

17.3 Information which a Party is required to disclose by reason of law or order of a court of a competent jurisdiction may however be disclosed for such purpose. The Party requested to disclose such information shall beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure. The Party disclosing information pursuant to this section shall, as far as legally possible, require the receiver of the information to treat it confidential as required in section 17.1.

17.4 SUPPLIER may not publicise this business relationship through advertising or in any other way without the written consent from VOLVO.

17.5 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 in the jurisdiction of VOLVO, payment shall be made in accordance with the following: Free delivery month based upon receipt of invoice or goods (whichever is latest) + three (3) calendar months of credit, paid according to 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 Where VOLVO disputes an item invoiced by SUPPLIER or requires additional supporting documentation, VOLVO shall notify SUPPLIER thereof, specifying the disputed item, and requesting SUPPLIER to issue a credit note for the unaccepted part or whole of the invoice as applicable. Without prejudice to VOLVO's other rights and remedies, VOLVO may deduct from any payments due to SUPPLIER the amount of any bona fide contra accounts or other claims which VOLVO or any Volvo Group Company may have against SUPPLIER.

18.7 Payments by VOLVO shall not constitute approval of work or settlement of a dispute or 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 Superstructure, Trailer or component therein, which SUPPLIER delivers to VOLVO is subject to national sanctions or export or control regulations in those countries where SUPPLIER produces the Superstructure and/or Trailer, 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 Superstructure, Trailer or component thereof.

**20.2** SUPPLIER shall be obliged to deliver all assistance, information or certificates needed by VOLVO for custom clearance for any Superstructure, Trailer or component therein, which SUPPLIER delivers to VOLVO, including, upon request from VOLVO, technical information sufficient to determine the applicable export classification.

**20.3** SUPPLIER shall upon delivery supply VOLVO with an export certificate or its equivalent containing among other things details of the origin of a Superstructure and/or Trailer delivered and – in relevant instances – its EC- or EEA – value.

**20.4** The origin, EC or EEA – value of a Superstructure and/Trailer may not be altered without the prior written consent of VOLVO.

## **21 NO PARTNERSHIP**

**21.1** 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**

A Party may neither transfer nor assign its rights or obligations under the Agreement without the written consent of the other Party even in case of opening of an insolvency procedure against SUPPLIER. VOLVO may however transfer or assign such rights or obligations to any other company within the VOLVO Group without consent.

## **25 LEGAL REQUIREMENTS**

Each Party shall comply with all laws and regulations relevant to the performance under the Agreement, in specific any applicable legislation or authority regulation for type-approval or single approval. This will include but not be limited to SUPPLIER's obligation to treat dangerous goods in accordance with local national and/or international law, as well as health and work safety regulations such as the EU Machinery Directive.

## **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 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 agreed-to remuneration of the purchase order in question.

**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 7, 9, 10, 11, 14 and 17 will survive the expiration or termination of the Agreement.

## **27 APPLICABLE LAW**

**27.1** These General Purchasing Conditions for Superstructures and Trailers and any Agreement shall be governed by and construed in accordance with Swedish substantive law unless the VOLVO Group Company issuing the purchase order has its place of business in France, Japan or in the United States of America.

**27.2** If VOLVO has its place of business in France, then the Agreement shall be governed and construed in accordance with French substantive law.

**27.3** If VOLVO has its place of business in Japan, then the Agreement shall be governed and construed in accordance with Japanese substantive law.

**27.4** If VOLVO has its place of business in the United States of America, then the Agreement shall be governed and construed in accordance with the substantive laws of the state of North Carolina in the United States of America.

**27.5** If VOLVO seeks injunction or any other legal or equitable remedy in accordance with section 28.6 below, then the local law in the country where SUPPLIER is located shall apply to such proceedings.

## **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 above the Agreement shall be governed by Swedish 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 Arbitration Institute of the Stockholm Chamber of Commerce applicable at the time arbitration is called for. The Institute's Rules for Simplified Arbitration Proceedings shall apply unless the Institute, considering the degree of difficulty of the case, the value of the dispute and other circumstances, decides that the Rules of the Institute shall apply to the proceedings. The arbitration proceeding shall be held in Gothenburg, Sweden, and be conducted in Swedish. If at least one of the Parties is domiciled outside of Sweden, the arbitration proceedings shall be conducted in English.

**28.3** If, in accordance with Section 27.2 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 27.3 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. If at least one of the Parties is domiciled outside of Japan, the arbitration proceedings shall be conducted in English.

**28.5** If, in accordance with Section 27.4 above the Agreement shall be governed by the laws of the state of North Carolina 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 be 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, provided that, 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** Notwithstanding the above, VOLVO shall be entitled to seek injunction or any other legal or equitable remedy with the local court in the country where SUPPLIER is located.