



## Scania General Terms & Conditions for IT Purchase

These General Terms & Conditions for IT Purchase apply to the performance of IT services and delivery of IT products ordered by Scania. The Supplier shall deliver services and products in accordance with these General Terms & Conditions which form an integrated part of Negotiation Protocols, Frame Agreements, IT Contracts and Purchase Orders together with Scania's specific terms and conditions for relevant IT service and/or product.

### 1 DEFINITIONS

Unless the context or circumstances clearly suggest otherwise, the following capitalized terms shall have the meanings stated below:

**"Actual Delivery Date"** means the day on which the Product(s) and/or Service(s) is actually delivered according to the Contract.

**"Agreed Delivery Date"** means the day on which the Service(s) and/or Product(s) shall be delivered according to the Contract.

**"Contract"** means Frame Agreement, IT Contract and/or Purchase Order between Scania and the Supplier.

**"Deliverables"** means the result of the Service(s) provided by the Supplier, including all reports, documentation, software, descriptions, specifications, drawings, models, tables and any other form of embodiment in any electronic or tangible medium, or any products, which are to be delivered by the Supplier to Scania according to the Contract.

**"Description"** means the description of the content, functionality, quality, performance criteria, competence profiles or other requirements for the Service and/or Product, described in an appendix to the Contract.

**"Documentation"** means any human readable documentation in hard copy or electronic form, present and future manuals, specifications, instructions, user guides and other materials related to the Service(s) or Product(s), and any extracts, updates and copies thereof made in accordance with the Contract or furnished by the Supplier and/or available at the Supplier's website.

**"Frame Agreement"** means the frame agreement between Scania and the Supplier.

**"GDPR"** means the General Data Protection Regulation (2016/679).

**"Intellectual Property Rights"** means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

**"IT Contract"** means the IT contract entered into between Scania and the Supplier.

**"Parties"** Scania and the Supplier jointly.

**"Personal Data"** shall have the meaning given to it in the Swedish Personal Data Act (1998:204) or any future act replacing it.

**"Product(s)"** means the Hardware, Software and other product(s) to be delivered by the Supplier under the Contract.

**"Purchase Order(s)"** means an order submitted by Scania identifying Service(s) and/or Product(s) under the Contract.

**"Requestor"** means the contact person for the Requesting Department.

**"Requesting Department"** means the requesting department within Scania.

**"Scania"** means Scania CV AB (publ.) with company registration number 556084-0976.

**"Scania Affiliated Companie(s)"** means any company which Scania now or hereafter owns or controls, directly or indirectly, in any part.

**"Scania Dealers"** shall mean all companies within the Scania authorised distribution system

**"Service(s)"** means the service(s) that are to be performed by the Supplier under the Contract.

**"Specifications"** defines the agreed quantity, number or scope of Service(s) and/or Product(s) to be provided by the Supplier, according to an appendix under the Contract.

### 2 DELIVERY OF SERVICE/PRODUCT

2.1 The Supplier shall provide Scania with Service(s) and/or Product(s) on the Agreed Delivery Date according to the Contract including appendices.

2.2 The Service(s) and Product(s) shall be provided with the functionality and quality specified in the Description. The Supplier undertakes to provide the Service(s) in a professional manner and according to the methods and standards ordinarily applied within the IT industry. Any requirements on Scania's IT-system relating to use of the Service(s) or Product(s) shall be specified in detail in the Description.

2.3 The Supplier shall ensure that the Service(s) is performed and that the Product(s) are delivered in accordance with any and all laws, regulations, and other provisions applicable from time to time.

2.4 The Supplier shall on an ongoing basis, and otherwise upon request from Scania during the execution of the Service(s), inform Scania of the progress of the work.

### 3 ORDERING PROCEDURE AND PURCHASE ORDERS

3.1 Scania will place Purchase Orders for Service(s) and Product(s) in writing or otherwise agreed way of purchasing.

An agreement to deliver and to purchase shall be considered concluded when the Supplier has confirmed the Purchase Order placed by Scania. The Supplier shall be deemed to have accepted the Purchase Order ten (10) working days following receipt thereof, unless the Supplier informs Scania otherwise within such period. The Supplier shall not have the right to reject the Purchase Order if it is in accordance with what is agreed in the Contract unless the Supplier has acceptable reasons for such refusal. If the Supplier rejects the Purchase Order the Supplier must present the reasons for such rejection in the notice of rejection.

3.2 All Purchase Orders issued contrary to the above shall be regarded null and void. Hence, Scania shall not be obligated to pay an invoice in respect of such Purchase Order.

3.3 The Supplier shall confirm the Purchase Order by the same form of communication as the Purchase Order was placed by.

### 4 COMPENSATION AND CURRENCY

4.1 The Supplier is entitled to compensation for ordered Service(s) and/or Product(s) in accordance with the Contract. The Supplier is further entitled to compensation for any additions to the Service(s) and/or Product(s), if these have been ordered in writing by the Requestor or any other authorized representative within Scania.

4.2 All compensation and invoiced amounts shall be stated in SEK unless otherwise agreed by the Parties in writing.

4.3 All prices are excluding VAT and any other statutory charges.

4.4 The Supplier shall be liable for the payment of taxes as well as social security and other employer's contributions for the Supplier's personnel. Consequently, Scania shall be entitled to recover by way of deduction from prices and charges due to the Supplier any such expenses mandatorily covered by Scania.

4.5 All disputed invoices will be escalated in accordance with the dispute resolution procedure set out in Clause 37. Scania will be entitled to withhold payment of any charges disputed by Scania until resolution of the dispute.

4.6 Scania may set off any amounts (including service credits) owed by the Supplier, against the compensation payable to the Supplier under the Contract.

4.7 Whenever any part of the charges is in dispute, the Supplier has no right to suspend or terminate the delivery of Service(s) and/or Product(s).

## 5 INVOICES AND CORRESPONDENCE

5.1 All invoices shall be issued by the Supplier in accordance with the conditions set forth in the Contract.

5.2 Scania will not accept accumulated invoices (invoices per unit of time) unless agreed to in writing by Scania.

5.3 All invoices issued by the Supplier shall be in accordance with the Scania Invoice Directive, as applicable from time to time and shall include *inter alia* the following details:

- (i) Reference to the Contract number and Purchase Order number;
- (ii) Supplier company name and address;
- (iii) Supplier VAT-number and Supplier company registration number;
- (iv) Scania's invoice address (as shown in the Purchase Order);
- (v) Scania Requestor and Requesting Department
- (vi) Description of Service and/or Product;
- (vii) Price and payment terms;
- (viii) Delivery terms and delivery date;
- (ix) Quantity delivered; and
- (x) Any additional information required under the Contract and/or the Purchase Order.

5.4 The Supplier shall send the invoice to the Scania invoice address shown on the Purchase Order.

5.5 The Supplier understands that invoices issued contrary to the above will involve costs for Scania for which Scania may request compensation from the Supplier. Scania shall be entitled to return incorrect invoices to the Supplier for rectification.

5.6 In all its correspondence with Scania the Supplier shall state Contract number and the relevant Scania Purchase Order number.

5.7 The Supplier shall send its invoice to Scania, no later than six (6) months after a Service has been provided or a Product has been delivered, covering all remaining demands. If the Supplier has failed to do so, the Supplier loses the right to compensation for Service(s) and/or Product(s) provided.

5.8 The Supplier shall keep true and accurate books and records of all financial matters in relation to invoicing under the Contract, detailing time used and expenses incurred in connection with providing the Service(s) and/or the Product(s).

## 6 TERM OF PAYMENT

6.1 Payment shall be executed within ninety (90) calendar days from the receipt by Scania of a valid invoice from the Supplier, fulfilling all requirements set forth in Section 5 above and which is issued in accordance with the terms of the Contract.

6.2 The Supplier shall be entitled to receive interest on overdue payment as prescribed by the Swedish Interests Act (1975:635).

6.3 In the event of late payment by the Supplier of contractual penalties or damages, Scania shall be entitled to receive interest as prescribed by the Swedish Interests Act (1975:635).

6.4 The Supplier shall not be entitled to invoicing charges or other additional charges not specifically agreed upon by the Parties.

## 7 PARENT COMPANY GUARANTEE

If the Products and/or Service(s) provided under the Contract will be provided by an entity other than the ultimate parent company, the Supplier shall on Scania's request provide, a guarantee from its ultimate parent company, in a form and substance satisfactory to Scania, that irrevocably and unconditionally guarantees the complete and proper performance of the Contract and the financial liabilities of the Supplier.

## 8 TERMS OF DELIVERY

The Supplier shall deliver the Products DDP, Scania's designated place (Incoterms 2010), unless otherwise stated in the Purchase Order.

## 9 WARRANTY

The Supplier warrants that the Service(s) and Product(s) upon delivery complies with the Contract. The Service(s) and Product(s) shall be deemed defective if they (i) in any respect deviate from Description, Purchase Order or Contract or (ii) otherwise deviate from what Scania reasonably could have expected.

## 10 PRODUCT LIABILITY

Should the Products delivered under this Contract have a defect which causes damage to persons or to property other than the Products, the Supplier shall indemnify and hold Scania harmless from any such damage.

## 11 INDEPENDENT CONTRACTORS

The Supplier is an independent contractor under this Contract and nothing herein will be construed to create a partnership or a joint venture between the Parties. The Supplier will have no authority to enter into agreements of any kind on behalf of Scania or to bind or obligate Scania in any manner in relation to any third party.

## 12 SUBCONTRACTOR

The Supplier may not perform certain or all of its duties and obligations of the Service(s) through subcontractors or exchange subcontractors for the performance of Service(s) without Scania's prior written consent. If a subcontractor is engaged, after Scania's consent, the Supplier shall however, remain solely responsible for any and all such duties and obligations. Any breach of any provision in

the Contract by the subcontractor, shall be deemed as a breach of such provision by the Supplier.

## 13 INSURANCE

13.1 The Supplier will have in place and maintain appropriate insurance to reflect its liabilities under the Contract.

13.2 The Supplier shall at least maintain throughout the contract term hereof valid errors & omissions (E&O) liability insurance including public liability. All such insurance coverage purchased shall be placed with insurers of good financial strength with adequate sums insured and cover on worldwide geographical limits. The Supplier shall annually upon renewal of any relevant policy furnish Scania with a certificate of insurance as issued by its insurer/s or broker/s, showing key details such as insurer(s), policy number, sum(s) insured, basic coverage description, geographical limits, deductible(s), and main exclusions.

## 14 AUDIT RIGHTS

The Supplier shall free of charge provide Scania, Scania's auditors (including financial and security auditors) and regulators, such assistance and access (including access to people, premises and records) reasonably required in order to conduct audits and inspections of the Supplier and its subcontractors, in respect of the performance of the Service(s) and delivery of the Product(s), and the charges, security, business continuity, financial matters and any other matters required by regulators, during the term of the Contract and for an agreed period post termination or expiry of the Contract.

## 15 TRADE MARKS AND REFERENCES

15.1 Neither Party may in any way use any of the other Party's trademarks, logotypes, or equivalent distinguishing markings in any relation to third parties without the prior written approval of the other Party.

15.2 Neither Party may use its relationship with the other Party or the existence of this Contract for any marketing or financial purposes or as reference in any company presentations, press releases, on the internet or in any other way communicate it to the public without the prior written approval of the other Party

## 16 CONFIDENTIALITY

16.1 Each Party will:

- (a) treat as strictly confidential (i) all information obtained or received by it as a result of negotiating, entering into or performing its obligations under this Contract; and (ii) all other business, financial, operational, technical and marketing information (or any other information of a secret or proprietary nature) relating to the other Party, and obtained (in each case) pursuant to or under the Contract, (hereinafter jointly referred to as "Confidential Information") (iii) The confidentiality also covers the Contract

and the Service(s) and Product(s) hereunder; and

(b) not, except with the prior written consent of the other Party, publish or otherwise disclose to any person any Confidential Information.

16.2 Clause 16.1 will not apply if and to the extent that the Party disclosing Confidential Information can demonstrate that:

(a) such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it and whether or not the requirement has the force of law; or

(b) the Confidential Information concerned was lawfully in its possession (as evidenced by written records) prior to it being obtained or received; or

(c) the Confidential Information concerned has come into the public domain other than through its fault.

16.3 Each Party is responsible to ensure that confidentiality is maintained through confidentiality undertakings with its employees and any subcontractors or by other appropriate measures.

16.4 Notwithstanding what is stated in this Clause 16, Scania may disclose Confidential Information to (i) Volkswagen AG and any legal entity which is directly or indirectly controlled by Volkswagen AG (the "Volkswagen Group") (which shall include Global Truck & Bus Procurement, LLC and HINO & TRATON Global Procurement GmbH (the "Procurement JV:s")), (ii) Navistar Inc. and its affiliates ("Navistar") and (iii) Hino Motors, Ltd. and its affiliates ("Hino"). Confidential Information may, however, only be disclosed to Navistar or Hino (i) for purposes of facilitating negotiations by Scania, its affiliated companies (including members of the Volkswagen Group) and the respective Procurement JV of a potential supply relationship with the Supplier; or in the course of a potential supply relationship with Navistar or Hino, or (ii) if such Confidential Information consists of drawings, models, specifications, instruction, manuals, user guides and other technical documentation or information and disclosure is made as reasonably necessary and after the Supplier has been nominated by Scania and Navistar or by Scania and Hino for a development project or for supplies.

16.5 The conditions set forth in this Clause 16 shall continue to apply for a period of three (3) years after the termination of the Contract.

## **17 SCANIA POLICIES, CSR AND OTHER STANDARDS**

The Supplier shall comply with all and any Scania Policies and Procedures as well as applicable standards, as relevant for the Service(s) or Product(s) delivered and as referred to in any part of the Contract or its appendices or as communicated from time to time to the Supplier by Scania.

## **18 Code of Conduct and Business Ethics**

The Supplier accepts and undertakes to comply with at least all requirements in the Scania Supplier Code of Conduct, including conforming to, and applying, the United Nations Global Compact. If stricter requirements are applicable pursuant to laws or regulations in the jurisdictions where the Supplier is operating, the Supplier also undertakes to comply with such stricter requirements. The Supplier agrees to implement a corresponding undertaking with its suppliers.

## **19 ACCESS, SECURITY AND BUSINESS CONTINUITY**

19.1 The Supplier will ensure that all access (whether direct or remote) to Scania's premises or computer systems by the Supplier are in compliance with the security and audit requirements notified by Scania to the Supplier from time to time and such access by the Supplier personnel, agents and contractors is controlled by the Supplier and permitted only to the extent strictly necessary for the proper performance of the Service(s).

19.2 The Supplier will implement and maintain similar levels of security that are used by Scania, including but not limited to similar measures relating to virus prevention, access controls and risk assessments.

19.3 The Supplier will implement business continuity and disaster recovery procedures as approved by Scania, to ensure that the Supplier is suitably prepared and able to recover the provision of Service(s) or Product(s) following a disaster situation or major operational disruption to the provision of the Service(s) or Product(s).

19.4 The Supplier shall conduct a full test, at its own costs, of the business continuity and disaster recovery procedures at least once per year, at a time agreed with Scania and in the presence of Scania representatives, if Scania so requests. The Supplier will promptly implement any improvements to the business continuity and disaster recovery procedures as are reasonably desirable or necessitated by the outcome of those tests.

## **20 CO-OPERATION AND CONTRACT MANAGEMENT**

20.1 Scania and the Supplier shall establish a clear governance structure for the Contract to ensure co-ordination and a clear overview of the performance of the Service(s) and the delivery of the Product(s).

20.2 The Parties have appointed contact persons who will communicate directly with each other. The contact persons will be familiar with the Contract and will be responsible for the ongoing management of the Contract, including any invoicing activities related thereto. The contact persons shall meet no less than once per quarter unless otherwise agreed.

20.3 During the term of the Contract, the Supplier will, at its own costs, attend review meetings as specified in the Contract or as otherwise requested by Scania.

20.4 The Parties will establish two (2) escalation levels. The task of this escalation architecture is to administer and control the performance of the Service(s), the delivery of the Product(s), the co-operation between the Parties and to provide a forum to address issues related to the Service(s) or the Product(s) that require high-level executive involvement.

20.5 Furthermore, this escalation architecture serves to agree on changes or additional Service(s) or Product(s) during the term of the Contract, as described in the Contract. The task of the escalation architecture shall further be to mediate any conflicts between the Parties.

## **21 STATISTICS**

The Supplier shall on request send global sales statistics containing all Purchase Orders as an electronic file with all countries in the same document for requested period. The sales statistics shall, as a minimum, show volume sold and delivered in each Scania customer number (legal entity) per Product/Service group. The sales and actual delivery volume shall be shown, both as a number of units sold, and in monetary terms.

## **22 EXISTING IPR**

Any Intellectual Property Rights existing prior to the execution of the Contract or developed independently hereof shall belong to the Party (including any Scania service provider or third party software provider) from which such intellectual property originates.

## **23 OWNERSHIP AND LICENSE REGARDING INTELLECTUAL PROPERTY RIGHTS, DELIVERABLES AND DOCUMENTATION**

23.1 Any Intellectual Property Rights relating to the Deliverables, excluding the pre-existing Intellectual Property Rights which are covered by Clause 22, shall vest in Scania with full and unlimited ownership, including the right to modify and transfer such Intellectual Property to a third party.

23.2 The Supplier hereby grants to Scania an unlimited license to use in its business the Documentation and the parts of the Deliverables which are not covered by Clause 23.1. Scania may sublicense its rights, in whole or in part, to use the Documentation or the Deliverables to any subcontractor or third party service provider in connection with an agreement with a third party service provider regarding outsourcing, IT services or similar measures. The right to sublicense applies irrespective of where the third party service provider operates.

## **24 CLARIFICATION OF RIGHTS**

The Supplier represents and warrants that: (i) the Service(s) and Product(s) provided under the Contract, do not require any

further licence or royalty payment besides what is stated in the Contract;

(ii) all rights, licenses, permits, authorizations and approvals required to deliver Service(s) and Product(s) to Scania are obtained and will remain in full force throughout the term of this Contract; and

(iii) should the warranty in this Clause not be fulfilled, the Supplier will consult with Scania prior to using any relevant third party product or service, and not proceed to utilize them without Scania's prior written approval.

## 25 INFRINGEMENT

25.1 The Supplier shall defend, indemnify and hold Scania harmless from and against any and all damage suffered and costs and expenses (including reasonable attorney's fees) incurred as a result of any claim, suit or proceeding brought against Scania based on a claim that the use of any Service or Product furnished by Supplier under the Contract constitutes an infringement of any patent, copyright or any other Intellectual Property Right, or an unauthorized trade secret use; provided that the Supplier has been notified promptly in writing of such claim, and given authority, information, and assistance (at the Supplier's expense) to handle the claim or the defence of any suit, proceeding or settlement.

25.2 In the event that the Service or Product or any part thereof is held to constitute an infringement and/or its further use is enjoined, the Supplier shall at its own expense and at its option, either

(i) procure for Scania the right to continue the use of the Service or Product; or

(ii) replace the same with a non-infringing product or service of equivalent function and performance; or

(iii) modify the Service or Product so that they become non-infringing without detracting from function or performance.

25.3 Should none of these measures prove successful in spite of the Supplier using all efforts, then the Supplier shall refund the aggregate amount of fees and other remuneration paid hereunder in respect of the relevant Service or Product.

## 26 LIMITATION OF LIABILITY

26.1 Neither Party will be liable to the other Party under this Contract for any loss of income, profit, revenue, business, goodwill or contracts or any other, incidental or indirect loss or damage of any kind whatsoever arising.

26.2 The limitations of liability shall not concern or limit (i) the Supplier's liability according to Clause 25 (Infringements), (ii) the Supplier's liability according to Clause 10 (Product Liability), (iii) liability for breach of undertakings according to Clause 16 (Confidentiality), (iv) liability for breach of undertakings relating to Clause 32 (Personal Data Protection), (v) liability for breach of undertakings relating to open source, (vi) any mandatory liability or (vii) any liability in the event of wilful misconduct or gross negligence.

## 27 FORCE MAJEURE

27.1 Neither Party shall be liable to the other Party for any failure to perform any obligation under this Contract which is due to an event beyond the control of such Party including, but not limited to, war, riot, civil unrest, terrorism, strikes, lock-out and other labour difficulties. The Party affected by such event shall inform the other party of the same and shall use all reasonable efforts to comply with the terms of the Contract.

27.2 If as a result of circumstances referred to in the Clause above the fulfilment of an obligation is delayed by more than ninety (90) days, the Party not prevented from fulfilling its obligations by such circumstances is entitled to terminate this Contract with immediate effect without incurring any liability therefore.

## 28 EXPORT

28.1 Either Party shall comply with all applicable export control legislation and/or sanctions/embargoes regulations and shall, without undue delay, inform the other Party of any changes to such applicable export control legislation and/or sanctions/embargo regulations which may have any impact on the export, re-export or use of the Deliverables, Products and/or Services or an end product in which the Deliverables, Products and/or Services are included.

28.2 Either Party shall have in no way any connection or any type of interaction with Parties listed in any type of public available Denied Party List issued by an applicable authority. Each Party shall have in place procedures and processes as adequate for detecting whether such connection or interaction exists and shall immediately inform the other Party in writing if it becomes aware of or if it suspects any such connection or interaction.

28.3 The Supplier shall inform Scania of direct or indirect changes in the control of the Supplier, which could have an impact on the applicable export control legislation and/or sanction/embargoes regulations. For the purpose of this Section 28.3, "control" shall mean ownership of at least 50% of the voting rights or interest in the issued share capital. Further, the Supplier shall inform Scania of circumstances (e.g. citizenship or an individual becoming a US green card holder), with respect to an individual, directly or indirectly, controlling the Supplier, a member of the board of directors of the Supplier or an individual which otherwise has a controlling influence of the Supplier, which could have an impact on the applicable export control legislation and/or sanctions/embargoes regulations.

28.4 The Supplier shall ensure that all and any relevant export approvals from applicable authorities are in place well in advance of delivery of Deliverables, Products and/or Services which include classified items (hardware, software, technology or services).

28.5 The Supplier shall inform Scania of the applicable Export Control Code ("ECC") and any restriction according to the export approval for Deliverables, Products, and/or Services, at the earlier of (i) the date set forth in Scania's request for quotation; or (ii) at the time of delivery of the Deliverables, Products and/or Services. The Supplier shall also provide, unless restricted under applicable law to do so, a copy of the export approval, no later than at the time of delivery of the Deliverables, Products, and/or Services. The Supplier shall promptly inform Scania of any changes of the ECC and/or export approval during the life cycle of the Deliverables or Products or during the time of providing the Services.

28.6 The Supplier shall inform Scania whether Deliverables, Products, and/or Services include any US content. If US content is included, the Supplier shall provide the ECC for the US content. If the Supplier has used De-Minimis calculation, the Supplier shall inform Scania of the percentage of the US content.

28.7 Scania agrees to inform the Supplier of valid ECC and restrictions according to export approval for classified items (hardware, software, technology or services) which are provided by Scania to the Supplier.

28.8 Each Party agrees to, upon request from the other Party, reasonably assist the other Party in obtaining a relevant export approval.

28.9 Scania may terminate this Contract (and/or any individual Purchase Orders hereunder) with immediate effect if the Supplier is in breach of, or if Scania reasonably suspects that the Supplier is in breach of, Section 28.1 or 28.2.

The Supplier shall indemnify and hold harmless Scania from and against any losses, costs, claims, causes of action, damages, liabilities and expenses, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any non-compliance with Clause 28. The Supplier shall be responsible for any act or omission of itself, its officers, employees, affiliates, in the performance of any of its obligations under this Clause.

## 29 ASSIGNMENT

29.1 Neither Party may assign this Contract or any Purchase Order or any of its rights and obligations under this Contract or under a Purchase Order without the prior written consent of the other Party.

29.2 Scania may however, without such approval, assign its rights and obligations under the Contract to a Scania Affiliated Company.

## 30 EARLY TERMINATION

30.1 Either Party may terminate the Contract upon written notice with immediate effect in the event that the other Party:

(i) materially breaches its obligations under the Contract, and which are incapable of remedy, or if the breach is capable of

remedy, if the party does not remedy the breach within thirty (30) days of notice from the other party;

(ii) becomes bankrupt, ceases payments, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent; or

(iii) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

30.2 The Contract may be prematurely terminated by Scania, in whole or in part with immediate effect (i) in the event that an important change in the ownership of the Supplier, directly or indirectly, occurs or (ii) if any warranty given in the Contract is found to be untrue or misleading.

### **31 CONSEQUENCES OF TERMINATION**

31.1 Any termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force on or after that termination.

31.2 Upon termination of the Contract, the Supplier shall immediately return any material, equipment, data, objects and information that are the property of Scania (or any third party provider engaged by Scania) to Scania (or to the party identified by Scania), and those items which are in electronic form shall be delivered in electronic form in accordance with Scania's instructions.

31.3 The Supplier shall also assist Scania and/or the replacement supplier to the extent reasonably required to facilitate the smooth migration of the Service(s) to Scania or the replacement supplier. If Scania terminates the Contract in accordance with Clause 30, such co-operation and assistance shall be provided at no cost to Scania. In all other cases, the Supplier may charge a reasonable sum to cover the cost of providing such co-operation and assistance.

31.4 Upon written request by Scania, the Supplier shall permanently and irrevocably destroy all data and other information concerning the Contract, Service(s) and/or Product(s).

31.5 Scania shall not in any circumstances be liable to the Supplier for redundancy payments and staff termination costs arising from termination or expiry of the Contract.

### **32 PERSONAL DATA PROTECTION**

32.1 If the Supplier process Personal Data on behalf of Scania, whether carried out by the Supplier's own personnel, by personnel employed with another company of the Supplier's group, or by a third party which the Supplier has sub-contracted for the assignment (with Scania's prior written consent according to Clause 12), the Supplier's processing shall be;

(i) governed by an Agreement on Processing of Personal Data,

(ii) in accordance with Scania's written instructions issued from time to time,

(iii) in accordance with the purpose given by Scania, and

(iv) in accordance with applicable laws, in particular the Swedish Personal Data Act (1998:204) and from May 2018 the GDPR and any court rulings, decisions, guidelines or other applicable statements from courts and relevant authorities (including the Article 29 Working Party).

32.2 The Supplier warrants that it has implemented the appropriate technical and organisational measures in compliance with applicable data protection legislation.

32.3 The Supplier shall ensure that any subcontractor that processes Personal Data on behalf of Scania enters into a relevant and corresponding agreement on processing of Personal Data with Scania or the Supplier.

32.4 The Supplier shall see to that any subsequent subcontractors are imposed with the same data protection obligations as the Supplier and that they provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of applicable data protection legislation. If the subcontractor fails to fulfil its data protection obligations the Supplier shall remain fully liable for the performance of the subcontractor's obligations.

32.5 In case the Supplier has a general written authorisation from Scania to subcontract its rights and obligations and intends to remove, replace or add a subcontractor, the Supplier shall notify Scania before and thereby giving Scania the opportunity to object to such changes.

32.6 The Supplier warrants that only authorised persons will process the Personal Data and that they only process Personal Data in accordance with Scania's written instructions and that they have committed themselves to confidentiality.

32.7 The Supplier will;

(i) assist Scania in the fulfilment of Scania's obligation to respond to statutory requests from data subjects,

(ii) assist Scania to ensure compliance with statutory requirements in applicable data protection regulations and laws, e.g. regarding security of processing, handling of personal data breach, carry out data protection impact assessments and prior consultations.

(iii) at Scania's choice, delete or return to Scania all Personal Data after the termination of the Contract or the processing has ceased, and

(iv) will make available to Scania all information necessary to demonstrate compliance with this Clause and allow for and contribute to audits by Scania.

32.8 The Supplier shall keep a log over which subcontractors that the Supplier engages for the processing of Personal Data. An access log shall also be kept. Scania shall have the right, at reasonable intervals, to review such logs.

32.9 The Supplier shall enter in to relevant Personal Data processing agreements with Scania Affiliates if applicable and in accordance with applicable laws.

32.10 Personal Data may not, without the prior written consent of Scania, be processed or stored outside the European Economic Area or the European Union. Such consent can only be given by Scania if the prerequisites and formalities for transfer of Personal Data to a third country is in place.

32.11 The Supplier shall allow inspections from competent authorities and must allow the regulatory authority to receive information and otherwise execute the powers of control and supervision conferred upon it by law.

32.12 The Supplier warrants that the Deliverables and Product(s) will be delivered with the content, functionality and performance criteria required by the GDPR.

### **33 CHANGES AND AMENDMENTS**

33.1 Changes and amendments to the Contract are valid only if made in writing and signed by both Parties hereto.

33.2 If any provision of the Contract or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend the Contract in order to give effect to, so far as is possible, the spirit of the Contract. If the Parties fail to amend the Contract, the provision, which is void, invalid or unenforceable, shall be deemed deleted and the remaining provisions of the Contract shall continue in full force and effect unless the result would materially deviate from the Parties' intentions, in which case the Contract will instead be terminated.

### **34 ENTIRE CONTRACT**

The Parties confirm that this Contract represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

### **35 NOTICES**

35.1 All notices, requests or communications between the Parties shall be in writing and sent by courier, by airmail, by e-mail or by telefax, to the addresses specified in this Contract or as subsequently amended.

35.2 Notices shall be deemed to have been received by the recipient where: (i) if delivered by courier, upon delivery to the recipient; or (ii) if sent by airmail, three (3) days after posting; or (iii) if sent by telefax, upon dispatch provided receipt is duly confirmed by the other party; or (iv) if sent by e-mail, upon dispatch provided receipt is duly confirmed by the other party.

35.3 Changes of address must be notified by a Party in the manner prescribed in this Clause.

## **36 COMPLIANCE WITH LAWS**

36.1 The Supplier shall comply with all relevant laws and regulatory requirements.

36.2 Changes to the Service(s) or Product(s) which are necessitated by changes in law will be implemented by the Supplier, at its own costs, as soon as practical, and in any event no later than the effective date of such law or regulation.

## **37 GOVERNING LAW AND DISPUTE RESOLUTION**

37.1 This Contract shall be governed by and construed in accordance with the laws of Sweden without regard to its principles of conflict of laws.

37.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators.

37.3 The seat of arbitration shall be Stockholm, Sweden.

37.4 The language to be used in the arbitral proceedings shall be English or Swedish.

37.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration Clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other Party.

## **38 CISG EXCLUSION**

The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.