



Scania Specific IT Terms & Conditions for Hardware Products

These Specific IT Terms & Conditions for Hardware Products (hereinafter also referred to as "STC-H") apply to the purchase and installation of hardware products ordered by Scania. The Supplier shall deliver and install the hardware in accordance with these STC-H which form an integrated part of Negotiation Protocols, Frame Agreements, IT Contracts and Purchase Orders together with Scania General Terms & Conditions for IT Purchase.

1 DEFINITIONS

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

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

"Delivery test" means a test performed by Scania to control that the Hardware and Installations Services (if any) is delivered in accordance to the Contract.

"Delivery test period" means period for performance of Delivery test. Delivery test period covers, if not otherwise agreed in writing, a period of seven (7) working days before Agreed Delivery Date.

"Description of Hardware" means the description of the content, functionality, quality, performance criteria or other requirements for the Hardware, which the Supplier is to provide pursuant to an appendix to the Contract.

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

"Hardware" means the hardware, network components or other equipment, including Documentation, to be delivered by the Supplier pursuant to the Contract.

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

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

"Specification Hardware" means the specification of Hardware, Installation Services and other Products, which the Supplier is to deliver pursuant to any appendix to the Contract, as well as subsequent changes thereto as agreed in writing.

Definitions governing this STC-H are also found in Scania General Terms & Conditions for IT Purchase (hereinafter also referred to as "SGTC-IT").

2 DELIVERY TERMS AND FORM, INSTALLATION SERVICES AND ACCEPTANCE

2.1 The Supplier shall deliver Hardware and the Installation Services (if any) to Scania in accordance with Purchase Order and the provisions of the Contract.

2.2 Hardware and Installation Services (if any) shall by Agreed Delivery Date be delivered in accordance with agreed Specification of Hardware and Description of Hardware.

2.3 Scania shall have the right to perform a Delivery test of each delivery which, unless otherwise agreed, shall be seven (7) working days before the Agreed Delivery Date.

2.4 If the delivery is delayed the Delivery test period shall instead be calculated from the time when Hardware is delivered or installation is completed.

2.5 The Actual Delivery Date shall be the date on which:

- i) Scania approves the delivery of Hardware and Installation Services (if any) in writing; or
- ii) the Hardware and Installation Service satisfies the Description of Hardware after Scania makes a justified objection to the delivery and a new Delivery test was able to be performed, and Scania has accepted the Service in writing.

2.6 Scania shall not refrain from approving the delivery of Hardware and Installation Services (if any) unless Scania can demonstrate reasonable cause.

2.7 The Supplier shall inform Scania immediately if there is a risk that the Supplier cannot fulfil its obligations relating to the delivery of Hardware and Installation Services and shall take all reasonable actions to fulfil such obligations.

2.8 The Parties shall have designated contact persons, as set forth in the Contract, with relevant qualifications for exchange of information pursuant to this provision.

2.9 The Supplier shall provide the Hardware with suitable packaging, included in the compensation for the Hardware.

3 DOCUMENTATION

3.1 The Supplier shall provide Scania with relevant Documentation related to the Hardware, which is to be available to Scania at Agreed Delivery Date.

3.2 The Documentation shall be made available to Scania at the latest ten (10) working day(s) before the start of the Delivery test period and included in the compensation for the Hardware.

3.3 The Documentation should be written in Swedish or English, unless otherwise is agreed by the Parties.

4 PASSING OF RISK

4.1 The risk of loss or damage to Hardware, delivered without Installation Services, shall pass to Scania in accordance with agreed trade term, which shall be interpreted in accordance with the Incoterms rules, in force at the date of the Contract.

4.2 The Supplier shall deliver the Hardware (when delivered excluding Installation Services), Delivery Duty Paid (DDP), Scania's designated place, unless otherwise stated in the Contract.

4.3 The risk of loss or damage to Hardware delivered together with Installation Services shall pass to Scania at the Actual Delivery Date.

4.4 Any return of delivered Hardware to the Supplier shall be on the Suppliers risk.

5 LATE DELIVERY

5.1 Unless otherwise agreed the Supplier shall be deemed to be in delay when the Actual Delivery Date for the Hardware including Documentation and Installation Services (if any) occurs after the Agreed Delivery Date.

5.2 The Supplier is entitled to a reasonable extension of time where the delay is due to circumstances for which Scania is liable or due to Force Majeure (according to SGTC- IT).

5.3 In the event of a delay, of the entire or part of the delivery, Scania shall be entitled to receive a penalty. The penalty shall be paid per each commenced day of delay, with two (2) percent of the compensation for the delivery (Hardware including Installation Services (if any)), subject to a maximum of twenty (20) percent thereof.

5.4 If the Service(s) are delayed in any respect more than ten (10) days, Scania is entitled to terminate the Contract, including relevant Purchase Orders, in whole or part.

5.5 Scania shall also be entitled to damages due to the delay, subject to the limitations set forth in Clause 26 SGTC-IT (Limitation of Liability). Penalties which are paid due to delay shall be set off when the amount of damages is calculated.

6 INSTALLATION SERVICE

6.1 The Supplier undertakes to perform the Installation Service with due skill, care and in a professional manner.

6.2 The Supplier shall in good time before the installation period request any necessary information and prerequisites from Scania relevant for performing the Installation Service.

6.3 Scania shall perform agreed preparations and take other steps necessary for installation in accordance with the Contract.

6.4 The Supplier shall perform the Installation Services at agreed premises and in accordance with generally applicable regulations and according to Scania Policies and Procedures.

6.5 The Parties shall cooperate and consult with each other in conjunction with performance of the Installation Service. Moreover, the Parties shall inform each other of any and all relevant circumstances and events or matters which may be of significance for provision of the Installation Service.

6.6 The Supplier is obliged in the course of performing the Installation Services to collaborate with any other suppliers designated by Scania.

6.7 The Supplier may only use its own personnel for the Installation Services and may not engage subcontractors unless agreed in writing with Scania. If Supplier, following approval by Scania, engages the services of a subcontractor, the Supplier is responsible for the work performed by the subcontractor in the same way as for its own work.

7 CHANGES

Scania may request changes or amendments to ordered Hardware and/or Installation Services by sending a Purchase Order to the Supplier. The Supplier shall be deemed to have accepted the Purchase Order, including changes and amendments, ten (10) working days following receipt thereof, unless the Supplier informs Scania otherwise within such period. The Supplier shall accept Scania's request for changes or amendments to the Purchase Orders unless the request is unreasonable.

8 QUALITY

8.1 The Supplier undertakes at all times to be certified, according to and to comply with, the applicable requirements in the ISO 9001 quality system standards and ISO 14001 environmental system standards, or such equivalent standards as are specified by the Supplier and agreed in writing with Scania.

8.2 The Supplier shall be responsible for quality assurance of the Hardware before delivery to Scania.

8.3 The Supplier shall at all times comply with the EU legislation Registration, Evaluation, Authorization and regulation of Chemicals (REACH) (EC) 1907/2006.

8.4 The Supplier shall also at all times comply with and apply;

- i) Scania's demands on the Supplier's environmental and quality assurance, set out in "Environmental and quality assurance demands", Scania STD 4230en;
- ii) Scania's demands on chemical substances which should not be used set out in "Chemical substances which should not be used", Scania STD4158;
- iii) Scania's demands on chemical substances with limited use, set out in "Chemical substances with limited use", Scania STD4159; and
- iv) European Directive (2002/95/EC) on Restriction on Hazardous Substances (RoHS) and European Directive (2002/96/EC) on Waste of Electrical and Electronic Equipment (WEEE).

9 COMPENSATION

9.1 The Supplier is entitled to compensation for Hardware and Installation Services (if any) in accordance with applicable terms in the Contract.

9.2 Terms and conditions governing compensation, currency, invoicing and payment etc. are regulated in Clause 4-6 in Scania General Terms and Conditions for IT Purchase and in appendix to the Contract.

10 PAYMENT

10.1 The Hardware and Installation Services (if any) shall be invoiced after Actual Delivery Date, unless otherwise stated in the Purchase Order, determined payment plan or other agreement between the Parties.

10.2 All invoices issued by the Supplier shall include at least 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) Quantification and Identification of invoiced Hardware and Installation Services

11 DEFECTS AND SHORTCOMINGS

11.1 The Supplier warrants that the Hardware is delivered and/or Installation Service are performed in accordance with the Contract.

11.2 In the event of any defect or shortcoming in the delivered Hardware or provided Installation Services, the Supplier shall, following a complaint by Scania, rectify the defect or the shortcoming in the Hardware and/or Installation Service without unreasonable delay and at its own expense.

11.3 Defect or shortcoming in Hardware and/or Installation Service means that the relevant Hardware and/or Installation Service fails to fulfill the Specification and/or the Description of Hardware or otherwise deviates from the Contract.

11.4 If the Supplier fails to fulfil its obligations under the Contract and fails to rectify a defect or shortcoming in the relevant Hardware and Installation Service in due time, Scania shall be entitled to take the following measures: (i) demand a price reduction corresponding to the defect or shortcoming in the relevant Hardware and/or Installation Services, and/or (ii) demand compensation for the loss which arose as a result of defects or shortcomings in the relevant Hardware and/or Installation Service.

11.5 If the defect or shortcoming is substantial to Scania, and if the Supplier has failed to remedy the defect or shortcoming thirty (30) days after receiving a written notice from Scania, Scania shall be entitled to terminate the Contract with immediate effect, in its entirety or partly, and/or claim compensation for the damages, cost or loss incurred by Scania as a result of the defect or shortcoming.

11.6 The Supplier shall only be liable, however, for defects and shortcomings of which Scania complains within ninety (90) days after Scania became aware of the defect or shortcoming and which appears within two (2) years of Actual Delivery Date.

11.7 Hardware delivered which are dead on arrival (DOA) shall be exchanged free of charge by the Supplier on site no later than forty-eight (48) hours after the day of delivery.

12 RIGHT TO SOFTWARE

The Supplier hereby authorizes Scania to use, in connection with the use of the Hardware, all software included in the Hardware. Scania shall be entitled to make such modifications and adaptations of the software as may be necessary to ensure an effective use of the Hardware.

13 MAINTENANCE AND SUPPORT

The Supplier guarantees access to maintenance, support and spare parts for Hardware for a period of three (3) years from the Actual Delivery Date. Maintenance and support by the Supplier shall be carried out in accordance with Scania's Specific IT Terms & Conditions for Maintenance and Support.

14 TRAINING

The Supplier shall, if requested by Scania, provide the training of Scania's and third party supplier's personnel regarding the operation, care and maintenance of the Hardware.

--