



## UD Trucks General Purchasing Conditions for Services

These General Purchasing Conditions shall apply to all purchases of services within UD Trucks and UD Trucks Affiliates 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** “Agreement” shall mean the agreement that UD Trucks or a UD Trucks Affiliate has entered into with SUPPLIER for the supply of services, including these general terms and conditions, and, if applicable, any Master, Stand-Alone or Specific Service Agreement and/or all other appendices and attachments executed by the Parties.
- 1.3** “Contractual Obligations” shall mean all the obligations that arise from the Agreement regarding the delivery of the Services.
- 1.4** “Data Protection Legislation” shall mean any and all data protection laws and regulations applicable from time to time during the Term hereof (including but not limited to the Act on the Protection of Personal Information and its relevant regulations in Japan, all applicable local jurisdictions’ data protection laws and regulations, and all EU directives and regulations (including but not limited to EC Directive 95/46 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”)).
- 1.5** “Defective Service” shall mean any Service not meeting the requirements set out in section 7.3.
- 1.6** “Intellectual Property Rights” shall mean all current and, as applicable, future forms of intellectual property rights in any country or region, including but not limited to patents, utility models, designs, copyrights, topography rights, photographs, computer software, rights in databases and any other similar property in any country (whether or not registered or registerable and including applications for registration of any such intellectual property rights).
- 1.7** “IT Tools and Services” means any IT related tools and services that are provided as part of the Services, including but not limited to software tools, mobile apps, web based services and other IT related tools and services.
- 1.8** “Know-How” shall mean all confidential or non-confidential knowledge or business information of any nature or form and in any way created, including but not limited to research and development, data and records, inventions, discoveries, ideas, processes, formulae, drawings, specifications, descriptions, methods, routines, manuals, instructions, production data, experiences and other technical or commercial know-how as well as all books and records in whatever form in relation to the foregoing.
- 1.9** “Master Agreement” shall mean a framework agreement that UD Trucks or a UD Trucks Affiliate may have entered into and which main objective is to form the basis for supply to UD Trucks or the UD Trucks Affiliate.
- 1.10** “Party” shall mean UD Trucks and SUPPLIER, respectively.
- 1.11** “Parties” shall mean UD Trucks and SUPPLIER, collectively.
- 1.12** “Personal Data” shall have the meaning ascribed to it in the Data Protection Legislation (but will, as a minimum include, any and all information that by itself or when combined with other information can be used to identify a specific individual, including but not limited to name, telephone number, address, e-mail address, location data and government-issued identification number).
- 1.13** “Personal Data Breach” shall have the meaning ascribed to it in the applicable data protection legislation (but will, as a minimum include, any and all breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed).

- 1.14** “Personal Data Specification” shall mean the specification in writing of the types of personal data, categories of data subjects, processing operations and purposes.
- 1.15** “Results” shall mean all products, documents, software, training sessions, reports, presentations, still or moving pictures, picture creations, designs or other tangible and/or intangible results and outcome, developed, experienced or otherwise obtained during the course of performing the Services.
- 1.16** “Service” shall mean the services ordered by a UD Trucks Affiliate and supplied by SUPPLIER in accordance with the Agreement, including any IT Tools and Services provided in connection with the Services.
- 1.17** “Stand-Alone Agreement” shall mean a one-time agreement that UD Trucks or a UD Trucks Affiliate may have entered into and which main objective is to define the supply for a specific supply to UD Trucks or the UD Trucks Affiliate being part of the Stand-Alone Agreement.
- 1.18** “SUPPLIER” shall mean the party to an Agreement that supplies, or is intended to supply Services to UD Trucks or a UD Trucks Affiliate.
- 1.19** “SUPPLIER Affiliate(s)” shall mean (i) any company that owns the Supplier, directly or indirectly, with more than 50% of the share capital and/or controls, directly or indirectly, more than 50% of the votes in the Supplier, (ii) any company in which SUPPLIER owns, directly or indirectly, more than 50% of the share capital and/or controls, directly or indirectly, more than 50% of the votes, and (iii) any other company under such common ownership or control.
- 1.20** “SUPPLIER Portal” shall mean the internet home page <http://www.volvogroup.com/en-en/suppliers/useful-links-and-documents.html> and any subsequent replacement of the same.
- 1.21** “UD Trucks” shall mean UD Trucks Corporation.
- 1.22** “UD Trucks Affiliate(s)” shall mean (i) any company that owns UD Trucks, directly or indirectly, with more than 50% of the share capital and/or controls, directly or indirectly, more than 50% of the votes in UD Trucks, (ii) any company in which UD Trucks 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) any other company under such common ownership or control.
- 1.23** “UD Trucks Policies and Procedures” shall mean, from time to time applicable, the Key Elements Procedures 5 and 6, UD Trucks Invoice Requirements, UD Trucks Payment Calendar, as well as any other policies, procedures and instructions made available on the Supplier Portal.
- 1.24** “UD Trucks Data” shall mean all data (including personal data) and other information (editorial, text, graphic, audiovisual and other content) that UD Trucks, UD Trucks Affiliates, or someone on behalf of UD Trucks or UD Trucks Affiliates uploads or stores on the SUPPLIER’s or any subcontractor’s servers, through or as a consequence of the use of the IT Tools and Services.

### 2 GENERAL RULES

- 2.1** SUPPLIER shall perform its Contractual Obligations under the Agreement in accordance with UD Trucks’ 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 UD Trucks.
- 2.3** Whenever SUPPLIER for the performance of its Contractual Obligations deems it necessary to perform services which are in addition to those agreed in the Agreement, SUPPLIER shall without delay inform UD Trucks thereof. UD Trucks must place an order for such additional services and associated remuneration before the

- 2.4** SUPPLIER is responsible for ensuring that all taxes and charges due for personnel, for whom the SUPPLIER is responsible as employer or principal and who perform any contractual obligations for UD Trucks, are paid in accordance with prevailing laws and collective agreements.
- 2.5** SUPPLIER may only use its own employees for the performance of its Contractual Obligations and may not engage the services of subcontractors for the supply of Services covered by the Agreement unless agreed otherwise with UD Trucks. Any exceptions shall be approved in writing by the person responsible at UD Trucks before such services commence. If SUPPLIER, following approval by UD Trucks, engages the services of a subcontractor, SUPPLIER bears the same liability for its subcontractors as for itself hereunder.
- 2.6** SUPPLIER guarantees the availability of the required resources for the whole duration of its Contractual Obligations according to the Agreement. In particular, SUPPLIER guarantees (i) the levels of skill and knowledge of those involved in supplying the Services and (ii) the constant availability of these resources. SUPPLIER shall take, without any additional cost for UD Trucks, all the measures necessary to limit as far as possible any dysfunction and negative consequences for the good progress of its Contractual Obligations in the event of unavailability of agreed levels of skill and knowledge.
- 2.7** If any Services are performed at UD Trucks' premises, SUPPLIER personnel shall observe the working hours, safety instructions and other instructions applicable at the location at which the Services are performed.
- 2.8** SUPPLIER acknowledges that it has read and understood the UD Trucks Policies and Procedures and agrees to ensure compliance therewith.
- 2.9** SUPPLIER is responsible for ensuring that its employees and subcontractors performing the Services are informed about and fully comply with the principles as listed in section 2.8 above or otherwise do not engage in any acts or omissions which are inconsistent with the Agreement.
- 2.10** SUPPLIER shall always document its environmental results, compliance with legal requirements and demonstrate it fulfil its corporate social responsibility (CSR) commitments as further outlined in UD Trucks Policies and Procedures.

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### **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 UD Trucks immediately if there is a risk that SUPPLIER cannot fulfil its Contractual Obligations and shall take all reasonable actions to fulfil such obligations.
- 3.3** SUPPLIER shall also immediately notify UD Trucks (i) of a material change in SUPPLIER's management; (ii) of a change of the supplier key account manager; (iii) if SUPPLIER enters into bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or any other proceedings, has a petition for provisional seizure, seizure, auction, or any other actions filed against it, goes into liquidation, or for any other reason can be assumed to have become insolvent; or (iv) if SUPPLIER is subject to a change of control.
- 3.4** SUPPLIER shall provide UD Trucks 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 UD Trucks to evaluate the relationship with SUPPLIER.

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### **4 EQUIPMENT**

Where required for the performance of its Contractual Obligations, connection to UD Trucks' network shall, as far as possible, be established using UD Trucks' equipment. If equipment owned by SUPPLIER nevertheless has to be connected to UD Trucks' systems, the equipment must first have been approved by UD Trucks and throughout the duration of the Agreement it must be used in accordance with UD Trucks' security regulations and other applicable instructions.

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### **5 NO EXCLUSIVITY**

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

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### **6 DELIVERIES**

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

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### **7 WARRANTY**

- 7.1** SUPPLIER shall ensure it has obtained all information on the intended use of, application of and other conditions affecting the Services and the Results thereof. UD Trucks shall upon request from SUPPLIER provide all information which UD Trucks in its sole discretion deems relevant for the design and development of the Services and Results.
- 7.2** SUPPLIER warrants to UD Trucks 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, and (iii) SUPPLIER has full power and authority to enter into and complete all aspects of the Agreement.
- 7.3** SUPPLIER furthermore warrants that all Services performed and Results delivered (i) shall be in accordance with and conform to the specifications set out in the Agreement and (ii) shall be fit for its intended purpose.

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### **8 ASSISTANCE**

UD Trucks' personnel may from time to time render assistance and/or give suggestions and/or opinions to, or affect an exchange of, information with SUPPLIER's personnel concerning the Services to be furnished under a purchase order ("Assistance"). UD Trucks is not obliged to provide such Assistance and the provision by UD Trucks of such Assistance shall not create any liability for UD Trucks 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, UD Trucks is relying upon SUPPLIER's knowledge and expertise in performing all work regarding the Services to be furnished under a purchase order.

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

- 9.1** **Defects.** In the event that a Service and/or Result (i) does not fulfil the requirements set out in section 7.3 (a Defective Service) and (ii) has not been caused by any breach of this Agreement by UD Trucks, then such Service and/or Result shall be immediately corrected or remedied free of charge by SUPPLIER if requested by UD Trucks.
- 9.2** If a Defective Service, including the Results thereof, cannot be corrected or remedied without delay, if such correction is deemed impossible or if there is a risk of production disturbances at UD Trucks or delivery disturbances from UD Trucks, UD Trucks shall be entitled to a reduction of the agreed fee to an amount equivalent to the defect. If the defect is material to UD Trucks, as decided by UD Trucks in its reasonable discretion, UD Trucks is entitled to terminate the Agreement or purchase order in question in its entirety or to the part attributable the defect or shortcoming, and/or claim compensation for the damage, cost or loss incurred by UD Trucks as a result of the Defective Service.

- 9.3** If UD Trucks accepts any Services and/or Results that do not conform to the terms of the Agreement this will not relieve SUPPLIER of its obligations to correct any such non-conformance or preclude from any remedy under the Agreement.
- 9.4** **Delays.** In the event of a late delivery of the Services, and subject to that such delay has not been caused by a breach of this Agreement by UD Trucks, UD Trucks is entitled to (i) completely or partly terminate the purchase of the Services which UD Trucks does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. SUPPLIER shall indemnify UD Trucks against, and hold UD Trucks harmless from, any costs, losses, and damages incurred or arising out of or relating to the late delivery.

if any, UD Trucks has performed development or design work demonstrably and proximately causing such allegations. SUPPLIER shall, at UD Trucks' request, assist UD Trucks in disputes in which UD Trucks could become involved by reason of such infringement and if required by UD Trucks take on the conduct of any dispute, provided however that UD Trucks shall have the right to approve any settlement of the dispute (such approval not to be unreasonably withheld or delayed).

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

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## 10 OTHER SANCTIONS

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

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## 11 INTELLECTUAL PROPERTY RIGHTS

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- 11.1** SUPPLIER may only use the Intellectual Property Rights owned by or licensed to UD Trucks and UD Trucks Affiliates for the supply of Services and Results to UD Trucks and UD Trucks Affiliates and may not use such Intellectual Property Rights for the supply of services to any other party.
- 11.2** Any and all Intellectual Property Rights and Know-How arising of the Results (including the ownership of the Results themselves and the rights provided in Articles 27 and 28 of the Copyright Act of Japan) shall accrue to UD Trucks. SUPPLIER warrants that it at the time of transfer owns all rights to such Results as well as that it is entitled to transfer such rights in the Results to UD Trucks.
- 11.3** By way of clarification, section 11.2 shall not apply to Intellectual Property Rights or Know-How owned by or licensed to SUPPLIER prior to the commencement of the Services, or which SUPPLIER can demonstrate were developed entirely independently for its standard offer without any contribution from or adaptation for UD Trucks.
- 11.4** The transfer of rights to UD Trucks set out in section 11.2 is exclusive, worldwide, perpetual and complete and covers the right to use, transfer and publish Results in any form, for any purpose and to any medium, as well as to modify and alter the Results. In addition hereto, UD Trucks is also without restriction entitled to transfer or license, wholly or partially, all rights to the Results to UD Trucks, any UD Trucks Affiliates and any third party. In the light of the purpose of UD Trucks' acquisition of the rights to the Results of the Services – which must be possible to alter and modify in order to be used in different contexts – SUPPLIER warrants that the respective originators of the Results have waived their right to oppose changes in the Results and their right to be mentioned as originators with regard to use of or modification and alteration of the Results in accordance with the provisions of the Agreement.
- 11.5** UD Trucks also acquires the ownership of the originals of the Results in the form of prototypes, forms, manuscripts, photographic negatives, image creations or the like, in analog and/or digital form and SUPPLIER undertakes, at the request of UD Trucks, to hand over any and all such originals to UD Trucks.
- 11.6** SUPPLIER undertakes, in return for reasonable compensation, to assist UD Trucks in the drafting and signing of documents which are necessary for UD Trucks to be able to register rights relating to the Results of the Services.
- 11.7** SUPPLIER is responsible for ensuring that any and all Services and Results delivered to UD Trucks do not infringe the Intellectual Property Rights of any third party. SUPPLIER will, at its own cost and expense, indemnify and hold UD Trucks and all UD Trucks Affiliates harmless against any and all claims that may be brought against UD Trucks, UD Trucks Affiliates and/or anybody that uses the Services or the Results, as applicable, that any Service(s), and/or Results provided hereunder, or any element thereof, infringes the Intellectual Property Rights of a third party. Without limitation of the foregoing indemnity, SUPPLIER additionally agrees that in such cases of alleged infringement SUPPLIER shall either promptly replace the allegedly infringing Service or Results, as applicable, with a non-infringing Service or Result, as applicable, or promptly obtain all necessary consents and licenses for the continued use of such Services and Result(s), as applicable. Said undertaking shall not apply to the extent,

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## 12 GRANT OF LICENSE

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

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## 13 ASSOCIATED IT TOOLS AND SERVICES

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- 13.1** If SUPPLIER provides any IT Tools and Services as part of the Services, UD Trucks, UD Trucks Affiliates, and any third party acting on their behalf, shall have the right to use and access the IT Tools and Services in connection with the provision of the Services hereunder.
- 13.2** Unless otherwise approved in writing, UD Trucks may not: (i) modify or adapt the IT Tools and Services; or (ii) decompile or reverse engineer the IT Tools and Services, except to the extent necessary to obtain interoperability with other independently created software or as required by mandatory laws.
- 13.3** For the sake of clarity, UD Trucks shall own all UD Trucks Data that are provided to the SUPPLIER and/or uploaded on the SUPPLIER's or its subcontractor's servers in connection with the Services and SUPPLIER may not use such UD Trucks Data for any other purpose than the provision of the Services to UD Trucks and UD Trucks Affiliates.
- 13.4** The UD Trucks Data shall be deleted within 30 days from the termination of the Agreement, or upon UD Trucks' request, be returned to UD Trucks in a format reasonably satisfactory to UD Trucks.

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## 14 INSURANCE

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- 14.1** SUPPLIER shall have and maintain adequate general liability insurances for itself, its employees and its subcontractors covering SUPPLIER's commitments under the Agreement and customary for enterprises operating in the same line of business as SUPPLIER, including but not limited to:
- public and product liability insurance and professional indemnity insurance;
  - employer liability insurance or similar insurance according to the laws and practices in the countries where the SUPPLIER is established.
- 14.2** SUPPLIER shall upon UD Trucks' request provide satisfactory evidence demonstrating that it has subscribed insurances in accordance with this section.

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## 15 CONFIDENTIALITY

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- 15.1** All tangible and intangible information, including but not limited to: data, specifications, standards and know-how of any nature such as technical, scientific, engineering, commercial, financial, marketing or organizational, to which a Party has obtained access through the

Parties' business relationship, shall for the duration of the Agreement and for ten (10) years thereafter be treated as confidential and may not be used for any purpose other than for the deliveries to UD Trucks. 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 UD Trucks. Copying or reproduction of such confidential information is permitted only within the framework of fulfilment of a Party's obligations and with regard to the applicable copyright laws and regulations. However, the foregoing restrictions do not apply to information which (i) is or at any time becomes known to the public other than by breach of this Agreement, (ii) a Party can show was in its possession before receiving it from the other Party, and (iii) a Party receives from a third party without restraints as to the disclosure thereof.

- 15.2** SUPPLIER may not, without written approval from the responsible purchasing department at UD Trucks, make it publicly known that the SUPPLIER delivers the Services to UD Trucks or that it has entered into an Agreement with UD Trucks or use UD Trucks as a reference in any other way (including for any marketing or financing purposes or as reference in any company presentations). These restrictions shall apply also to the publishing of press releases and other similar advertising announcements.
- 15.3** SUPPLIER shall at UD Trucks' request either return or destroy everything referred to in section 15.1, including copies thereof.

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## 16 INVOICING/PAYMENT

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- 16.1** Unless otherwise agreed, invoicing shall take place once a month in arrears.
- 16.2** Unless otherwise agreed between the Parties or prescribed by mandatory legislation, payment shall be made according to the following: Free delivery month based upon receipt of invoice or Services (whichever is latest) + three (3) calendar months of credit, paid according to the UD Trucks Payment Calendar. The actual payment dates are stated in the UD Trucks payment calendar published on the Supplier Portal.
- 16.3** All invoices shall be correctly addressed, without being marked for the attention of any individual, and include all other information that is required by UD Trucks.
- 16.4** Any VAT (including consumption tax) and other taxes incurred must be specified as a total separate amount.
- 16.5** The Parties agree, if legally and technically possible, to implement communication and invoicing through electronic data interchange (EDI).
- 16.6** Without prejudice to UD Trucks' other rights and remedies, and after prior written notice UD Trucks may deduct from any payments due to SUPPLIER the amount of any good faith contra accounts or other claims which UD Trucks or any UD Trucks Affiliates may have against SUPPLIER.
- 16.7** Remittance of payment shall not imply any approval of work, of the delivery or of the invoiced amount and shall not relieve SUPPLIER of any obligations under this Agreement.

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## 17 DATA PROTECTION

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

- (a) act in strict compliance with, and ensure that the Services are performed in accordance with any and all applicable data Protection Legislation in force during the term hereof;
- (b) ensure that the Personal Data is used for the sole purpose of performing SUPPLIER's Contractual Obligations under the Agreement and as set out in the Personal Data Specification and that the Personal Data is only accessible by such SUPPLIER's personnel who need to have access to the Personal Data, who process the Personal Data pursuant to the instructions of UD Trucks and who have received training with respect to the processing of Personal Data in order to carry out Contractual Obligations;

- (c) ensure that persons authorized to access the Personal Data are, with respect to the processing of Personal Data, bound by no less restrictive confidentiality undertakings than the ones set out in this section 17.
- (d) only process Personal Data in strict compliance with the UD Trucks' instructions from time to time, including but not limited to any security and safety regulations issued by UD Trucks from time to time, and if such instructions are obviously lacking for the processing to be executed in a proper manner or if the SUPPLIER considers an instruction to breach applicable Data Protection Legislation, inform UD Trucks thereof in writing and await further instructions;
- (e) assist UD Trucks in ensuring compliance with the obligations under Data Protection Legislation and fully and without delay cooperate with UD Trucks and provides UD Trucks with the necessary information in order to allow UD Trucks to respond to third parties' (such as data subjects' or data protection supervisory authorities') requests or inquiries for exercising their rights under applicable Data Protection Legislation. SUPPLIER shall immediately forward to UD Trucks any third-party requests or inquiries that are made directly to SUPPLIER or a sub-processor to SUPPLIER regarding UD Trucks' Personal Data. For the avoidance of doubt, this obligation of the SUPPLIER pertains to, among others, data protection impact assessments carried out by UD Trucks and UD Trucks' prior consultations with the competent data protection authority or authorities. SUPPLIER is not allowed to disclose Personal Data or other information about the processing of Personal Data without explicit instructions from UD Trucks. SUPPLIER is not authorized to represent or act on behalf of UD Trucks in relation to any third parties including data protection supervisory authorities;
- (f) assist, without prejudice to SUPPLIER's obligations pursuant to item (e) above, UD Trucks by appropriate technical and organizational measures and immediately upon UD Trucks' instruction for fulfilling UD Trucks' obligation to respond to requests for exercising data subjects' rights under applicable data protection legislation;
- (g) maintain appropriate and adequate technical and organizational measures to ensure the security for the processed data required by law. The appropriate level of security shall be determined by the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, modification, unlawful dissemination, or unlawful access in particular where the processing involves the transmission of data over a network;
- (h) notify UD Trucks without undue delay after becoming aware of a Personal Data Breach and assists UD Trucks in the event of a Personal Data Breach in order to enable UD Trucks to comply with its obligations under applicable laws, in particular, if applicable, with respect to notifying the competent data protection authority and communicating the Personal Data Breach to data subjects;
- (i) promptly provide any and all information that UD Trucks so requests in relation to the processing of Personal Data under the Agreement, including but not limited to information that UD Trucks deems necessary, in its own discretion, to comply with and/or to demonstrate compliance with its obligations under applicable Data Protection Legislation and other applicable laws and regulations;
- (j) inform UD Trucks in the event SUPPLIER is required to disclose information according to applicable law or the decisions of public authorities or courts, and to request confidentiality in conjunction with the disclosure of requested information.

**17.2** SUPPLIER may not contract a subcontractor (also referred as subprocessor in this section 17) for the supply of the Services or part thereof, in addition of what is stated in section 2.5, without UD Trucks' prior written approval. For the avoidance of doubt, engaging subprocessors means the appointment or addition of new and the replacement of existing sub-processors. SUPPLIER, when entering into an agreement with a subprocessor, shall ensure that the subprocessor undertakes the same data protection obligations as set out in section 17. SUPPLIER shall be fully liable to UD Trucks for subprocessor's acts and omissions. When engaging subprocessors of UD Trucks' Personal Data, SUPPLIER must ensure that any rights Data Controller has against SUPPLIER under this Agreement on the commissioning of data are granted to UD Trucks – via

SUPPLIER – against the subprocessor as well. SUPPLIER shall at UD Trucks' request disclose the identity of any and all subprocessors and the location of the data processing.

- 17.3** Unless otherwise agreed, SUPPLIER shall not transfer (for the avoidance of doubt, including allowing access to) any Personal Data outside of the country in which the Personal Data was collected, received or obtained, or in the case of a country within the European Economic Area (EEA), not transfer such data to a country outside the EEA. If the parties have agreed that any Personal Data that is located within the EU/EEA will be transferred to SUPPLIER in a country outside of the EU/EEA, SUPPLIER shall ensure that such transfer at all times complies with applicable data protection legislation.
- 17.4** UD Trucks has the right to verify through audits, including inspections, that SUPPLIER complies with the Agreement and applicable data protection laws. Such audit may be carried out by UD Trucks itself or through the use of an independent third party. The verification shall be at UD Trucks' expense but SUPPLIER shall provide any required assistance free of charge. SUPPLIER shall cooperate with UD Trucks and shall promptly grant UD Trucks or the independent third party appointed by UD Trucks access to the SUPPLIER's premises. If the audit reveals that the SUPPLIER (i) is in breach of its undertakings under section 17 or (ii) is non-compliant with its obligations under applicable Data Protection Legislation, SUPPLIER shall promptly remedy any such issue.
- 17.5** When the Agreement expires SUPPLIER shall delete or return all personal data to UD Trucks in accordance with UD Trucks' instructions and ensure that no Personal Data remains with SUPPLIER or any sub processor. For the avoidance of doubt, this clause applies to Personal Data processed by the Processor, including but not limited to storing, recording, preserving or organising the Personal Data, in any form or format, such as digital files, encrypted digital records, compact discs, paper copies or other physical copies.
- 17.6** This section 17 is intended to constitute and shall be interpreted as a written data processing agreement between UD Trucks and SUPPLIER pursuant to applicable data protection legislation.
- 17.7** In addition to any other available remedies, SUPPLIER shall defend, indemnify and hold harmless UD Trucks from any and against all losses, damages, costs and expenses incurred as a result of the breach by SUPPLIER of this section 17.

## **18 FORCE MAJEURE**

- 18.1** "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.
- 18.2** 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.
- 18.3** 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.
- 18.4** 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.

## **19 NO PARTNERSHIP**

Nothing in the Agreement or any of the transactions, obligations or relationships contemplated hereby shall constitute either SUPPLIER or UD Trucks as the agent, employee or legal representative for the other of any purpose whatsoever, nor shall SUPPLIER or UD Trucks 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 UD Trucks hereto and save as expressly provided in the Agreement, neither SUPPLIER nor UD

Trucks 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.

## **20 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 UD Trucks to answer a question or communication from SUPPLIER about a delayed delivery shall not affect UD Trucks' rights to impose a sanction in accordance with the Agreement.

## **21 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.

## **22 TRANSFER AND ASSIGNMENT OF AGREEMENT**

- 22.1** A Party may neither transfer nor assign its rights or obligations under the Agreement without the written consent of the other Party. It also applies in case of insolvency procedure against SUPPLIER.
- 22.2** Notwithstanding the aforesaid, UD Trucks shall always be entitled to transfer or assign the Agreement, or any rights granted hereunder to: (i) any other UD Trucks Affiliate within the VOLVO Group; (ii) a third-party contractor in connection with any sourcing / outsourcing activity; (iii) a third party in connection with the sale of a part of UD Trucks' business operations to such third party.

## **23 LEGAL REQUIREMENTS**

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

## **24 TERMINATION**

- 24.1** 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 seeking termination.
- 24.2** The Agreement can also be terminated in accordance with section 18.4 above.
- 24.3** In addition to any other right of UD Trucks to terminate the Agreement, UD Trucks may, at its own discretion, with immediate effect terminate a purchase order for convenience as regards its non-performed parts. Upon such termination, UD Trucks 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, UD Trucks 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 UD Trucks to SUPPLIER under this clause exceed the remuneration for the terminated parts of the relevant purchase order.
- 24.4** 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 sections 6, 7, 9, 10, 11, 12, 15 and 17 will survive the expiration or termination of the Agreement.

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**25 LANGUAGE**

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- 25.1** Should the General Purchasing Conditions or an Agreement be translated into another language than the language in which both Parties signed such document, the signed version shall prevail in case of inconsistency.

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**26 APPLICABLE LAW**

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- 26.1** These General Purchasing Conditions for Services and any Agreement shall be governed by and construed in accordance with Japanese law.
- 26.2** Notwithstanding the above, a Party shall always be entitled to apply for interim or conservatory measures in accordance with section 26 below.

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**27 DISPUTES**

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- 27.1** Any dispute arising between UD Trucks and SUPPLIER out of or relating to the Agreement shall promptly and in good faith be negotiated with a view to its amicable solution.
- 27.2** If no amicable resolution or settlement is reached, then the Tokyo or Saitama District Court shall have exclusive jurisdiction to settle such dispute arising out of or in connection with the Agreement or the breach, termination or invalidity thereof.
- 27.3** Notwithstanding the above, a Party shall be entitled to apply for interim or conservatory measures to any competent court.