



UD TRUCKS

UD Trucks General Purchasing Conditions for Indirect Products and Related Services

These General Purchasing Conditions shall apply to all purchases of indirect products and related services within 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 indirect products and related services, including these general terms and conditions, and, if applicable, any Master or Stand-Alone Agreement and/or all other appendices and attachments executed by the Parties.
- 1.3** "Contractual Obligations" shall mean all the obligations that arise from the Agreement regarding the delivery of Products and/or Related Services, as applicable.
- 1.4** "Defective Product" shall mean any Product not meeting the requirements set out in section 7.3.
- 1.5** "Defective Service" shall mean any Related Service not meeting the requirements set out in section 7.6.
- 1.6** "Hardware Related Software" shall mean any firmware, embedded software and any other software which is integrated into the hardware products and forms an inseparable part of the Products, including any thereto related documentation as well as any updates and upgrades thereof, provided by the SUPPLIER hereunder, for which a separate license agreement has not been entered into.
- 1.7** "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).
- 1.8** "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.
- 1.9** "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.
- 1.10** "Master Agreement" shall mean a framework agreement that UD Trucks or a UD Trucks Affiliate may have entered into whose main objective is to form the basis of supply to UD Trucks or the UD Trucks Affiliate.
- 1.11** "Party" shall mean UD Trucks and SUPPLIER, respectively.
- 1.12** "Parties" shall mean UD Trucks and SUPPLIER, collectively.
- 1.13** "Product" shall mean the products (including any Hardware Related Software) ordered by UD Trucks or a UD Trucks Affiliate and supplied by SUPPLIER in accordance with the Agreement.
- 1.14** "Related Service" shall mean: (i) the associated services to the supply of the Product, including but not limited to maintenance, installation or similar services and (ii) the IT Tools and Services.
- 1.15** "Results" shall mean any and all tangible and intangible results developed, experienced or obtained during the performance of the Related Services, if any (however, for the avoidance of any doubt, bug-fixes and corrections of the Hardware Related Software shall not be considered as Results hereunder).
- 1.16** "Stand-Alone Agreement" shall mean a one-time agreement that UD Trucks or a UD Trucks Affiliate may have entered into whose main objective is to define a specific supply to UD Trucks or the UD Trucks Affiliate being part of such agreement.
- 1.17** "SUPPLIER" shall mean the party to the Agreement that supplies, or is intended to supply, Products and/or Related Services to UD Trucks or a UD Trucks Affiliate.
- 1.18** "SUPPLIER Affiliate(s)" shall mean (i) any company that owns 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 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.
- 1.19** "Supplier Portal" shall mean the internet home page (<https://iamapps.udtrucks.com/portal/>) and any subsequent replacement of the same.
- 1.20** "UD Trucks" shall mean UD Trucks Corporation.
- 1.21** "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.

1.22 "UD Trucks Data" shall mean all data (including personal data) and other information (editorial, text, graphic, audiovisual and other content) that UD Trucks, a UD Trucks Affiliate or someone on behalf of UD Trucks or the UD Trucks Affiliate uploads or stores on SUPPLIER's or any subcontractor's servers, through or as a consequence of the use of the IT Tools and Services.

1.23 "UD Trucks Policies and Procedures" shall mean, from time to time applicable, Purchasing Policy, Supplier Code of Conduct, UD Trucks Invoice Requirements, UD Trucks Payment Calendar, as well as any other policies, procedures and instructions made available on the Supplier Portal.

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 services begin.
- 2.4** SUPPLIER is responsible for ensuring that all taxes and charges due for personnel, for whom the SUPPLIER is responsible as employer or principal and who perform any Contractual Obligations for 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 Products and Related 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, but without limitation, SUPPLIER guarantees (i) the levels of skill and knowledge of those involved in supplying the Related Services and (ii) the constant availability of these resources. SUPPLIER shall take, without any additional cost for 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 Contractual Obligations are performed at UD Trucks' premises, SUPPLIER's personnel shall observe the working hours, safety instructions and other instructions applicable at the location at which the Contractual Obligations are performed.
- 2.8** SUPPLIER acknowledges that it has read and understood the UD Trucks Policies and Procedures and agrees to ensure compliance therewith.
- 2.9** SUPPLIER is responsible for ensuring that its employees and the subcontractors performing the Contractual Obligations are informed about and fully comply with the principles as listed in section 2.8 above or otherwise do not engage in any acts or omissions which are inconsistent with the Agreement.
- 2.10** SUPPLIER shall always document its environmental results, compliance with legal requirements and demonstrate it fulfil its corporate social responsibility (CSR) commitments as further outlined in the UD Trucks Policies and Procedures.

3 INFORMATION

- 3.1** Each Party shall continuously inform the other Party of all matters of importance to the Parties' performance under the Agreement, including particular risks that exist or which could arise in conjunction with the performance of SUPPLIER's Contractual Obligations. In all communication, the Parties shall express themselves with such clarity and with such means as are required in order to ensure a correct performance in all respects.
- 3.2** SUPPLIER shall inform 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.

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.

5 NO EXCLUSIVITY

UD Trucks and UD Trucks Affiliates shall not be obliged to award any business to SUPPLIER and 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 Products and Related Services from other suppliers. The Parties further agree that any estimated or forecasted quantity, volume or value of purchases of Products and Related Services, whether contained in the Agreement or in any communication between the Parties, shall be deemed to be only estimate or forecast devised for the convenience of the Parties.

6 DELIVERIES AND PASSING OF TITLE

- 6.1 UD Trucks normally issues delivery plan(s) for the Products, specifications and time schedule for the Related Services. If no such plan and/or specification have been issued, SUPPLIER is under the obligation to deliver such quantities of Products as UD Trucks from time to time may order on the terms and conditions set out in the Agreement and the purchase order, and to perform any Related Services promptly, in a professional manner and in accordance with the highest industry practice.
- 6.2 The agreed delivery clause for Products shall be construed in accordance with INCOTERMS 2020. Unless otherwise agreed, the delivery clause shall be "DDP Delivered Duty Paid", the address stated on the order. SUPPLIER shall pack the Products in accordance with instructions issued by UD Trucks.
- 6.3 SUPPLIER shall immediately inform UD Trucks if there is a risk of noncompliance with the most recent specifications, delivery plan and/or time schedule issued by UD Trucks. SUPPLIER shall at all times take all reasonable measures to avoid any such variation.
- 6.4 Delivery is not deemed to have taken place until the Products and Related Services have been received in full and in conformity with the Agreement and with all certificates of approval, test certificates and other certification or necessary documentation required according to the Agreement or by law.
- 6.5 Unless otherwise set out in the purchase order, title in the Products will pass to UD Trucks upon delivery to the delivery location designated in the purchaser order by UD Trucks.

7 WARRANTY

GENERAL RULES

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

SUPPLY OF PRODUCTS

- 7.3 SUPPLIER warrants, for a period of two years (unless a longer period is agreed) from the date of delivery that all Products delivered (i) shall conform to the Product specifications set out in the Agreement and to any samples approved by UD Trucks, (ii) shall be free from defects in title, materials, workmanship, manufacture and design (to the extent SUPPLIER, its employees, agents, contractors and/or vendors are responsible for the design), and (iii) shall be fit and sufficient for their intended use.
- 7.4 SUPPLIER agrees to waive the time limitation to which the foregoing warranties are subject in the event that after the applicable warranty period has expired, (a) defects of the same or similar nature have been discovered in a statistically significant portion of the Products, and/or (b) a defect is discovered which may cause or has caused (or is alleged by a third party to may cause or has caused) damage or poses a significant threat of damage to property or to the health or safety of any person.

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

SUPPLY OF RELATED SERVICES

- 7.6 SUPPLIER warrants that all Related Services performed and Results delivered (i) shall be in accordance with and conform to the specifications of the Agreement and (ii) shall be fit for its intended purpose.

8 ASSISTANCE

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 its Contractual Obligations 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 its Contractual Obligations to be furnished under a purchase order.

9 LIABILITY FOR DEFECTS, DELAYS AND OTHER NONCONFORMING DELIVERIES

SUPPLY OF PRODUCTS

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

SUPPLY OF RELATED SERVICES

- 9.7 **Defects.** In the event that a Related Service or the Results: (i) does not fulfil the requirements set out in section 7.6 (a Defective Service) and (ii) has not been caused by any breach of this Agreement by UD Trucks, then such Related Service and the Results thereof shall be immediately corrected or remedied free of charge by SUPPLIER if requested by UD Trucks.
- 9.8 If a Defective Service, including the results thereof cannot be corrected or remedied without delay, if such correction is deemed impossible or if there is a risk of production disturbances at 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 to the defect or shortcoming, and/or claim compensation for the damage, cost or loss incurred by UD Trucks as a result of the Defective Related Service.
- 9.9 If UD Trucks accepts any Related Services that do not conform to the terms of the Agreement this will not relieve SUPPLIER of its obligations to correct any such non-conformance or preclude from any remedy under the Agreement.
- 9.10 **Delays.** In the event of a late delivery of the Related Services, and such breach has not been caused by a breach of this Agreement by UD Trucks, UD Trucks is entitled to (i) completely or partly terminate the purchase of the Related 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.

10 PRODUCT LIABILITY

- 10.1 SUPPLIER shall defend, indemnify and hold UD Trucks harmless from and against any and all loss, liability, cost and expense (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the design or manufacture of the Products, including defects in material and/or manufacturing processes or techniques, or any defect in the performance of the Related Service(s), caused personal injury or loss of, destruction or damage to property. This agreement of indemnification includes SUPPLIER's responsibility for all judgements or settlement amounts which may otherwise be or become the responsibility of UD Trucks for the

agreement of indemnification set forth in this section 10.1. This agreement of indemnification shall inure to the benefit of UD Trucks, its officers, directors, UD Trucks Affiliates, successors and assigns. SUPPLIER shall, at UD Trucks' request, assist UD Trucks in disputes in which UD Trucks could become involved by reason of such alleged defects 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.

- 10.2 Neither UD Trucks nor SUPPLIER will file cross-claims or third-party complaints against the other in product liability litigation without notifying the other Party in advance. Where practicable, notice should be given sufficiently in advance to allow thorough discussion of alternatives to such filing.
- 10.3 SUPPLIER shall enter into and maintain an adequate product liability insurance policy during the period of the Agreement and shall at UD Trucks' request also supply UD Trucks with a copy of the insurance certificate.

11 OTHER SANCTIONS

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

12 RELOCATION OF PRODUCTION

SUPPLIER has been selected by UD Trucks based on, inter alia, UD Trucks' expectations on SUPPLIER's ability to manufacture and deliver Products with required quality and otherwise in accordance with the Agreement. Therefore, SUPPLIER may not relocate the production of a Product, wholly or partly, without prior information to UD Trucks in writing about such relocation. If, as a result of such relocation of the production of a Product, the Agreement will be fulfilled by another company than SUPPLIER, SUPPLIER shall ensure that such other company accepts (prior to or simultaneous to said relocation, naming UD Trucks as a third-party beneficiary in writing) to be bound, vis-à-vis UD Trucks, by all terms and conditions in the Agreement; SUPPLIER shall however also continue to be responsible for the fulfilment of the Agreement.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 SUPPLIER may only use the Intellectual Property Rights owned by or licensed to UD Trucks and UD Trucks Affiliates for the production and supply of Products, Related Services and Results to UD Trucks and UD Trucks Affiliates and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any other party.
- 13.2 If UD Trucks pays, or otherwise compensates, SUPPLIER for development, design work or other Related Services, initiated by UD Trucks, the Results, including Intellectual Property Rights (including the ownership of the Results themselves and the rights provided in Articles 27 and 28 of the Copyright Act of Japan) and/or Know-How arising from such work, 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.
- 13.3 By way of clarification, section 13.2 shall not apply to Intellectual Property Rights or Know-How owned or licensed by SUPPLIER prior to the commencement of the Contractual Obligations, or which SUPPLIER can demonstrate were developed entirely independently for its standard offer without any contribution from or adaptation for UD Trucks.
- 13.4 The transfer of rights to UD Trucks set out in section 13.2 is exclusive, worldwide, perpetual and complete and covers the right to use, transfer and publish Results in any form, for any purpose and to any medium, as well as to modify and alter the Result. In addition hereto, UD Trucks is also without restriction entitled to transfer or license, wholly or partially, all rights to the Results to any UD Trucks Affiliate and any third party.
- 13.5 In the light of the purpose of UD Trucks' acquisition of the rights to the Results of the Contractual Obligations – which must be possible to alter and modify in order to be used in different contexts – SUPPLIER warrants that the respective originators of the Results have waived their right to oppose changes in the Results and their right to be mentioned as originators with regard to use of or modification and alteration of the Results in accordance with the provisions of the Agreement.
- 13.6 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.
- 13.7 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 Contractual Obligations.
- 13.8 SUPPLIER is responsible for ensuring that any and all Products, Related 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 Product(s), Related Service(s) and/or Results, as applicable, that any Product(s), Related Service(s) and/or Results delivered by SUPPLIER, or any element thereof, infringes the Intellectual Property Rights of a third party. Without limitation of the foregoing indemnity, SUPPLIER additionally agrees that in such cases of alleged or suspected infringement SUPPLIER shall either promptly replace the alleged or suspected infringing Product(s), Related Service(s) and/or Results, as applicable, with non-infringing Product(s), Related Service(s) and/or Results, as applicable, or promptly obtain all necessary consents for the continued use of such Product(s), Related Service(s) and/or Results thereof, as applicable. Said undertaking shall not apply to the extent, if any, 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).

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

14 GRANT OF LICENSE

- 14.1 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 Related Services and the Results, a worldwide, perpetual, paid-up and non-exclusive license to use and reproduce and have used and reproduce the Intellectual Property Rights and Know-How owned or licensed by SUPPLIER and which are not covered by the transfer in section 13, provided that such Intellectual Property Rights and Know-How are required for UD Trucks or UD Trucks Affiliate's use of the Products and/or Results of the Related Services.
- 14.2 All rights, obligations and guarantees which cover the Results of the performance of the Contractual Obligations, as set forth in this Agreement, shall also cover the license granted in section 14.1 to the extent to prevent any limitations on UD Trucks' contractual use of such license.
- 14.3 UD Trucks and UD Trucks Affiliates are hereby granted a right to use the Hardware Related Software in connection with the use of the Products. If and to the extent the Products delivered hereunder contain or are delivered together with any other software than the Hardware Related Software, and provided that such software is not covered by a separate written license agreement between the Parties, UD Trucks is hereby granted a worldwide, perpetual, paid-up and nonexclusive license to use and reproduce such software in connection with the use of the Products. The terms and conditions that apply for Hardware Related Software hereunder will apply mutatis mutandis also for such software.

15 ASSOCIATED IT TOOLS AND SERVICES

- 15.1 If SUPPLIER provides any IT Tools and Services as part of the Services, 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.
- 15.2 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.
- 15.3 For the sake of clarity, UD Trucks shall own the UD Trucks Data that is provided to SUPPLIER and/or uploaded on SUPPLIER's or its subcontractor's servers in connection with the use of the IT Tools and Services, and SUPPLIER may not use such UD Trucks Data for any other purpose than the delivery of the Products and the provision of the Related Services to UD Trucks and UD Trucks Affiliates.
- 15.4 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.

16 INSURANCE

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

17 CONFIDENTIALITY

- 17.1 All tangible and intangible information, including but not limited to: data, specifications, standards and know-how of any nature such as technical, scientific, engineering, commercial, financial, marketing or organizational, to which a Party has obtained access through the Parties' business relationship, shall for the duration of the Agreement and for ten (10) years thereafter be treated as confidential and may not be used for any purpose other than for the deliveries to 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.
- 17.2 Information which a Party is required to disclose by reason of law or order of a court of a competent jurisdiction may however be disclosed for such

purpose. The Party requested to disclose such information shall beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure. The Party disclosing information pursuant to this section shall, as far as legally possible, require the receiver of the information to treat it confidential as required in section 17.1.

- 17.3** Without written approval from the responsible purchasing department at UD Trucks, SUPPLIER may not 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 SUPPLIER shall at UD Trucks' request either return or destroy everything referred to in section 17.1, including copies thereof.
- 17.4** If the Supplier obtains personal information or is entrusted by UD Trucks with the handling of personal information in the performance of a Purchase Agreement, the Supplier shall properly manage such personal information in accordance with applicable personal data protection laws and regulations, and shall not divulge or disclose such personal information to any third party without the prior written consent of UD Trucks.

18 INVOICING/PAYMENT

- 18.1** Unless otherwise agreed, invoicing shall take place once a month in arrears.
- 18.2** Unless otherwise agreed between the Parties or prescribed by mandatory legislation, payment shall be made according to the following formula:
- Free delivery month based upon receipt of invoice or Products and/or Related Services (as applicable) delivered to UD Trucks (whichever is latest) + three (3) calendar months of credit, paid according to the UD Trucks Payment Calendar.*
- The actual payment dates are stated in UD Trucks Payment Calendar published on the Supplier Portal.
- 18.3** All invoices shall be correctly addressed, without being marked for the attention of any individual, and include all other information that is required by UD Trucks.
- 18.4** Any VAT incurred must be specified as a total separate amount.
- 18.5** The Parties agree, if legally and technically possible, to implement communication and invoicing through electronic data interchange (EDI).
- 18.6** Without prejudice to 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.
- 18.7** Remittance of payments shall not imply any approval of work, of the delivery or of the invoiced amount and shall not relieve SUPPLIER of any obligations under this Agreement.

19 FORCE MAJEURE

- 19.1** "Force Majeure" shall mean all events which are beyond the control of the Parties, and which are unforeseen, unavoidable or insurmountable, and which were not known at the acceptance of the purchase order and which prevent total or partial performance by either Party. Such events shall include earthquakes, typhoons, flood, war, epidemics, civil disturbances, and any other event which cannot be foreseen, prevented or controlled. For the avoidance of doubt, strikes, lock-outs or other industrial action or disputes solely related to SUPPLIER and/or its subcontractors or agents shall not be deemed as events of Force Majeure.
- 19.2** If an event of Force Majeure occurs, a Party's Contractual Obligation affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended, without penalty, for a period equal to such suspension.
- 19.3** The Party claiming Force Majeure shall promptly inform the other Parties in writing and shall furnish within ten (10) days thereafter evidence of the occurrence and expected duration of such Force Majeure.
- 19.4** In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure. If the consequences of the Force Majeure continue for a period of more than thirty (30) days without a solution acceptable to both Parties, the Party that is not subject to Force Majeure shall be entitled to immediately terminate the relevant Agreement.

20 EXPORT CONTROLS AND ORIGIN

- 20.1** If any Product, or component therein, which SUPPLIER delivers to UD Trucks is subject to national sanctions or export control regulations in those countries where SUPPLIER produces the Product or those countries from which the components originate, SUPPLIER shall be obliged, prior to the Parties agreeing on the specifications, to notify UD Trucks in writing thereof and of the scope of the export restrictions and provide UD Trucks with the applicable export control classification number (ECCN) or equivalent, if any, of the Product or component.
- 20.2** SUPPLIER shall be obliged to deliver all assistance, information or certificates needed by UD Trucks for custom clearance for any Product or component therein, which SUPPLIER delivers to UD Trucks including, upon request from UD Trucks, technical information sufficient to determine the applicable export classification or its preferential origin.
- 20.3** SUPPLIER shall upon delivery and upon request supply UD Trucks with a statement (and if applicable, a certificate) of (i) the origin of a Product delivered; (ii) its preferential origin in relevant instances, and (iii) its US

content value, either as:

- (a) the percentage by value of the Product or component content with United States origin, or (b) a written statement that such percentage is less than 10 per cent.

- 20.4** The origin, EC or EEA value of a Product may not be altered without the prior written consent of UD Trucks.

21 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 obligate the other Party hereto.

22 WAIVER

No waiver by either Party of any breach of the Agreement shall be considered a waiver of any subsequent breach of the same or any other provision. Notwithstanding the generality of the foregoing, any failure by 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.

23 SEVERABILITY

In the event that any provision of the Agreement should become invalid due to e.g. legislation, only said provision shall be considered invalid while the remaining provisions shall remain in force. The Parties shall in such case immediately conclude a new agreement that replaces the invalid provision and as far as is possible ensures through its content an equivalent result.

24 TRANSFER AND ASSIGNMENT OF AGREEMENT

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

25 LEGAL REQUIREMENTS

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

26 TERMINATION

- 26.1** Either Party is entitled to terminate the Agreement with immediate effect and without any liability for compensation due to such termination if:
- (a) the other Party should commit or permit a material breach of any of the obligations contained herein and if any such breach has not been cured within thirty (30) days of written notice from the non-breaching Party specifying the nature of the breach;
- (b) the other Party enters into compensation proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have been come insolvent; or
- (c) the other Party is acquired by a competitor of the party seeking termination.
- 26.2** The Agreement can also be terminated in accordance with section 19.4 above.
- 26.3** In addition to any other right of 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 total remuneration for the terminated parts of the relevant purchase order.
- 26.4** Without limitation of the survivability of any provisions hereunder which by their nature would reasonably be construed as surviving any expiration or termination of any Agreement, the provisions of sections 6, 7, 9, 11, 13, 14 and 16 will survive the expiration or termination of the Agreement.

27 LANGUAGE

Should these General Purchasing Conditions or the Agreement be translated into any languages other than the one in which both Parties signed such document, the signed version shall prevail in case of any inconsistency.

28 APPLICABLE LAW

These General Purchasing Conditions and the Agreement shall be governed by and construed in accordance with Japanese law without reference to its conflict of laws principles.

29 DISPUTES

- 29.1** 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.
- 29.2** The Tokyo District Court shall have exclusive jurisdiction as the court of first instance to settle any disputes arising out of or relating to the Purchase Agreement
- 29.3** Notwithstanding the above, a Party shall be entitled to apply for interim or conservatory measures to any competent court.