Scania General Terms & Conditions for Inbound Carriage (GTC-Inbound) Appendix to Scania Frame Agreement for Logistics Services

These Scania General Terms & Conditions for Inbound Carriage (the "**GTC-Inbound**") apply between Scania CV AB (publ), registered in Sweden under company registration number 556084-0976 (**"**Scania**"** or "Party") and the Supplier (also referred to as "Party", jointly referred to as "Parties") in relation to any supply of Logistics Services concerning inbound carriage to Scania and Scania's Affiliates. The GTC-Inbound form an integral part of the Scania Frame Agreement for Logistics Services (the "Contract") entered into between the Parties.

1 SCOPE OF CONTRACT

These GTC-Inbound comprises, together with any other provisions of the Contract and its appendices, the terms and conditions under which the Supplier shall provide inbound carriage, meaning; transportation of goods, services related thereto, such as storage (hereinafter referred to as the "Logistics Services").

2 CONTRACTUAL DOCUMENTS AND ORDER OF PRECEDENCE

In relation to Logistics Services regarding inbound carriage, the Contractual Documentation shall apply in the order set forth below in the event of a conflict between such Contractual Documentation (unless otherwise expressly agreed in a specific document):

(i) The Frame Agreement
(ii) These GTC-Inbound
(iii) Individual Contract(s)
(iv) Scania Supplier Code Of Conduct
(v) STD4172-5 Scania Carrier Instruction
(vi) STD4230 Environmental and Quality Assurance Demands
(vii) STD4172-3 Requirements and Deviation Handling
(viii) STD4172-7 Environmental and Social Sustainability
(ix) Delivery structure for inbound and packaging transports

As regards (iv)-(ix) above it is agreed that the latest version of the referred document, as amended from time to time and found on Scania's web-based portal for Suppliers ("Scania Supplier Portal"), shall apply.

3 SCOPE OF LOGISTICS SERVICES

3.1 The Supplier shall perform the Logistics Services in accordance with the terms and conditions of the Contract and with a liability as carrier.

3.2 The Supplier shall perform all and any Logistics Services hereunder in conformity with all mandatory rules under national law and international conventions and regulations which may directly or indirectly have an impact on the Logistic Service performed.

3.3 The Supplier shall have a total responsibility for the Logistics Services which the Supplier shall provide. Thus, the Supplier shall provide and supply everything that is necessary to perform such Logistics Service(s), including, but not limited to, administration, performance of transports, storage, equipment, for instance load bearers, equipment for securing of cargo, vehicles, trains and vessels as the case may be (hereinafter referred to as "Equipment") and contract subcontractors if and when necessary.

3.4 When a certain mode of transport has been agreed, by way of the Individual Contract or otherwise, the Supplier shall not use any other mode of transport unless Scania has given its prior written consent.

4 ORDER PROCEDURE

4.1 Scania may place order(s) via integrated electronic systems (e.g.so called iTMS and /or EDI) or email as load(s), load order(s) including transport order(s) and/or assignment list(s) and/or CMR waybill(s) and/or road order(s) (jointly referred to as "Orders"). Further details regarding the ordering procedure are set out in STD 4172-5.

4.2 In case the Supplier is unable to fulfil its obligation to carry out the Logistics Service(s) as per Scania's Order(s), the Supplier shall notify Scania thereof in writing immediately, and not later than one (1) hour after the Supplier received the Order. The same shall apply if the Supplier for whatever reason considers that it is not obliged to carry out a certain order. For the avoidance of doubt, such notification shall not deprive Scania of any rights it may have due to Supplier's failure to carry out the Order.

4.3 Scania will provide the Supplier with volume forecasts in order to facilitate the Supplier's planning. For the avoidance of doubt, such forecasts are indicative only and shall not constitute any obligation for Scania to order the forecasted volume(s), nor prevent Scania from ordering larger volume(s).

4.4 Should the Supplier continuously reject the orders Scania shall, without prejudice to any other rights Scania may have due to the Supplier's rejection, have the right to terminate the Contract, or parts of the Contract, in accordance with the Logistics Escalation model (STD-4172-3).

5 CAPACITY/ SERVICE REQUIREMENTS

5.1 The Supplier shall maintain the necessary capacity, including the availability of Equipment, to continuously provide the Logistics Services according to Scania's Orders.

5.2 If, for whatever reason, the Supplier cannot meet Scania's capacity needs, Scania shall, without prejudice to any other rights Scania may have due to the Supplier's failure, have the right to obtain complementary or replacement capacity and make alternative arrangements for shipment of all or part of its volumes, for as long as the Supplier in Scania's reasonable judgment is unable to meet said needs.

5.3 If Scania makes such arrangements, the Supplier agrees to indemnify and hold Scania harmless in respect of any and all excess costs (incurred by Scania in contracting with a third party) over those which would normally have been payable to the Supplier if it had transported the relevant cargo. Scania undertakes to mitigate such costs to the extent reasonably possible.

5.4 If, for whatever reason, the Supplier cannot meet Scania's service needs, caused by, but not limited to; not in time collected goods, delay in delivery of goods, wrongfully loaded goods, wrongfully delivered goods, damaged goods and lost goods, Scania shall, without prejudice to any other rights Scania may have due to the Supplier's failure, have the right to obtain complementary or replacement service and make alternative arrangements for shipment of all or part of its volumes, for as long as the Supplier, in Scania's reasonable judgment, is unable to meet said needs. In such case Section 5.3 shall apply.

6 REQUESTS FOR CHANGE

6.1 The Supplier shall not change the Logistic Service(s), including the way in which the Logistic Service(s) are performed, without Scania´s written approval.

6.2 The Supplier shall work proactively and endeavour to constantly improve the performance of the Logistic Service(s).

6.3 Scania may, by written request to the Supplier, propose a change to the content of the Logistics Service(s). Within two (2) weeks from receipt of any such request, the Supplier shall inform Scania, in writing, whether it accepts the changes and what consequences the proposed change would have, including how the change would affect the price and quality of the Logistics Services.

6.4 If Scania accepts these consequences, the Contract and appendices shall be updated in writing in respect of the agreed change. The Supplier shall thereafter perform the Logistics Service(s) in accordance with any agreed change. In the event the Parties have not reached an agreement, the Contract shall apply as is, without any change.

6.5 The Supplier shall not be entitled to refuse Scania´s request for change, additions, or modifications where the Supplier cannot demonstrate reasonable cause for such refusal.

7 TARIFFS AND PRICES

7.1 Tariffs and base rates are set out in the Individual Contract(s). Such base rates are firm and fixed during the period stated in the Individual Contract(s).

7.2 All base rates are all-in, in EUR, including but not limited to all local road taxes and fees (including, for the avoidance of doubt, in Germany so called “MAUT” when applicable), customs clearance, deviation handling and surcharges due to Marpol Annex VI (so called “Marpol tariffs”).

7.3 Final prices are calculated by adding/deducing monthly adjustments to the base rates according to section 8.

7.4 Tariffs and base rates shall be subject to separate price negotiations between Scania and the Supplier. Any and all changes shall be verified and accepted in writing by both Parties in order to be valid.

7.5 If state taxes outside the parties’ control increase or decrease during a period when the base rates are firm and fixed, in a way that would affect the total price by more than +/- 2,0%, both the Supplier and Scania shall be entitled to call for negotiations. If the parties during such negotiation do not come to an agreement regarding new prices, the tariffs and base rates previously set out in the individual contract shall continue to apply.

8 ENERGY AND CURRENCY ADJUSTMENT MECHANISM

8.1 Prices will be evaluated and adjusted monthly according to changes in fuel/bunker/electricity (hereinafter “Energy”) prices, and, if applicable, exchange rates.

8.2 The Energy adjustment (BAF) and currency adjustment (CAF) base levels are defined in the Individual Contract(s).

8.3 The Energy share of the base rate is defined as follows:

(i) road transport: 25%,
(ii) multimodal rail transport: 10%, and;
(iii) multimodal sea transport: 25%.

8.4 The level of BAF is calculated for each month by multiplying the percentual difference of the base level and the New Level (“New Level” shall mean the average level of the four weeks which occurred before the preceding month. By way of example, the rate for March will be based on the average BAF during four weeks in January) by the correct Energy share mentioned in 8.3.

8.5 The level of CAF is calculated for each month by multiplying the percentual difference of the base level and the New Level (which *mutatis* mutandis shall have the meaning set out in 8.4) by the currency share agreed in the tender and in the Individual Contract.

8.6 Final prices are calculated by adding / deducting BAF, and, if applicable, CAF, to the base rates.

8.7 Information regarding the level of the surcharge / discount, will be issued by Scania Rate Management.

9 COMPENSATION AND CURRENCY

9.1 The Supplier is entitled to compensation for the Logistics Service(s) in accordance with the Individual Contract(s).

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

9.3 All prices are excluding VAT.

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

10 PAYMENT

10.1 The Supplier shall, in relation to Scania, upon Scania’s instructions and request use a system for invoice control, e.g. self-billing.

10.2 Provided that Scania has received a verifiable and correct invoice in accordance with the Scania Invoice Directive (as amended from time to time and made available on the Scania Supplier Portal), payment will be made within the time stipulated in the Contract, or, if the Contract stipulates no time of payment, ninety (90) calendar days. The Supplier may not issue an invoice until the Logistic Service(s), or part thereof, which the invoice concern has been carried out. Payment shall be made by bank transfer.

10.3 Each Party shall be entitled to receive interest on overdue payments in accordance with the Swedish Interests Act (1975:635). The Supplier shall not be entitled to charge for invoicing or any similar charges.

10.4 Scania shall be entitled, but not obliged, to set off any liability of the Supplier toward Scania against any liability of Scania toward the Supplier (arising out of the Contract or otherwise and, for the avoidance of doubt, irrespective of whether the liability is present or future and irrespective of the currency of its denomination) and Scania shall for this purpose be entitled to convert or exchange any currency. Any exercise by Scania of its rights under this Section 10 shall be without prejudice to any other rights or remedies available to Scania under the Contract or applicable law.

10.5 The Supplier may not assign its rights for payment of invoices or other claims for payment for Logistics Service(s) to any third party without Scania’s prior written consent.

11 PARENT COMPANY GUARANTEE

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

12 LIABILITY

Loss of or Damages to the Goods

12.1 The Supplier shall be liable for any loss of or damage to the goods, including all consequences of the loss or damages, between the Suppliers receipt of the goods and delivery of the goods to the place ordered by Scania, including any storage in relation to the carriage. For the avoidance of doubt, any liability shall however be subject to the limitations set out in this section 12 and in section 15.

12.2 The application of the General conditions of the Nordic association of freight forwarders, NSAB 2000 or 2015 is hereby expressly excluded. Further, any other general terms and conditions or provisions which limits the Supplier’s liability is hereby excluded, save as, for the avoidance of doubt, such rules, law and limitations applicable to a certain mode of transport described below in this section 12

12.3 If a certain mode of transport has been expressly agreed upon, or if it is proved that loss, depreciation, damage, or delay has occurred whilst the goods were being carried by a particular means of transport, the Supplier shall be liable in accordance with the rules and limitations set out in international transport law conventions applicable to such mode of transport (including the so called “Hague-Visby rules” of 1924, as amended 1968 and 1979, The CMR convention, the COTIF-CIM convention and the Montreal Convention, henceforth referred to as “Convention(s)”) or mandatory national law based on such Conventions, to the extent that such rules, law, or limitations, deviate from what is laid down in these terms.

12.4 The above limitations of liability shall not apply in cases of any personal injury or if the damage is the result of wilful misconduct or gross negligence on the part of the contract party or one of its legal representatives or agents or contractors.

Delay

12.5 The Supplier shall be deemed to be in delay when the goods are not delivered within the delivery time noted in such Order or, in the absence thereof, such delivery time which have otherwise been confirmed by the Supplier or, if no delivery time was agreed, within the period of carriage which it is reasonable under the circumstances to require of a diligent carrier.

12.6 The Supplier shall be fully liable for any loss or damages being a direct result of the delay.

12.7 To the extent that the Supplier's liability for delay is limited by applicable Conventions, or mandatory national law based on such conventions, such limitations shall apply.

12.8 If the Supplier becomes aware, or have reason to suspect, that the time for delivery as noted in the Order or otherwise agreed cannot be met, the Supplier shall immediately notify Scania thereof, while also stating the cause of the delay and the Suppliers best estimate of when delivery can be made.

12.9 Such notification made by the Supplier shall not deprive Scania of any rights it may have due to such a delay.

12.10 Any omission to notify Scania regarding such delay shall however, without prejudice to any other rights Scania may have due to the delay, entitle Scania to a penalty corresponding to the carriage charges pertaining to the concerned carriage.

12.11 The Supplier shall use all reasonable efforts to mitigate any delays and minimise the risks that similar delays occur in the future. A corrective action plan shall, upon request by Scania, be sent by the Supplier to Scania.

Domestic transports

If goods are damaged, lost or delayed during a domestic transport or an international transport and no Convention or mandatory national law is directly applicable, the Supplier's liability for loss, depreciation, damage, or delay shall, depending on the mode of transport be decided by the one of either the Hague-Visby rules of 1924, as amended 1968 and 1979 or the CMR convention or the COTIF-CIM convention or the Montreal Convention, which govern the relevant mode of transport.

13 NON-PERFORMANCE

13.1 If the Supplier does not pick up goods as per Scania's Order, such omission shall not be considered a delay and not covered by any specific legislation of transportation.

13.2 The Supplier shall be fully liable for any loss or damages as well as consequences being a direct cause of the non-performance.

14 NOTIFICATION OF LOSS OR DAMAGE TO THE GOODS

14.1 Any loss of or damage to the goods or its packaging which is present on the handing over of the goods shall be noted on the relevant freight document (e.g. consignment note, waybill, or bill of lading as the case may be) by the Supplier.

14.2 Further, if the Supplier has made such note on the freight document, the Supplier shall immediately inform Scania thereof.

14.3 For the avoidance of doubt, such notification shall not deprive Scania of any right to compensation due to loss of or damage to the goods occurring between the time when the Supplier takes over the goods and the time of delivery.

15 LIMITATION OF LIABILITY

15.1 Subject to the exceptions below and without prejudice to such limitations which may follow from section 12, neither Party shall be liable to the other Party under the Contract for any loss of income, profit, revenue, business, goodwill or contracts or any other, incidental or indirect loss or damage of any kind whatsoever arising

15.2 There should whatsoever be no limitation of the Suppliers liability

(i) due to breach of undertakings according to Section 27 (Confidentiality),
(ii) due to breach of undertakings relating to Section 22 (Data Protection),
(iii) due to breach of undertakings relating to Clause 24 (Supplier Code of Conduct)
(iv) due to loss or corruption of data, or
(v) in the event of wilful misconduct or gross negligence.

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

16 LIENS

16.1 The Supplier shall not have and waives all liens and rights of retention and possession to the goods which are subject to the Logistics Service(s). Notwithstanding the foregoing, the Supplier may however exercise such rights if the right follows from applicable Conventions or mandatory national law based on such conventions and concerns (a) general average or salvage or (b) default of payment of freight exclusively pertaining to the Individual contract governing the transport of the goods subject to the lien.

16.2 The Supplier shall indemnify and hold Scania harmless if a Sub-Supplier exercises or invokes a lien or right of retention in the goods, provided that the Supplier would not have been entitled to exercise such rights had it carried out the Logistics Service(s) by itself.

17 INSURANCE

17.1 The Supplier shall at its own expense take out and maintain appropriate insurance to cover its liabilities under the Contract.

17.2 The Supplier's insurances shall include such liability insurances which are customary for carriers or providers of Logistics Services and shall cover the Supplier's liabilities for goods entrusted on the supplier, whether during carriage, storage or otherwise, and otherwise comply with what is required by any applicable laws, class association requirements, permits licences or certificates.

17.3 The Supplier's insurances shall further include property insurance, public liability insurance, worker's compensation or employer's liability insurance as and to the extent required by local law or local standard.

17.4 The insurance shall be held covered by an insurer of good financial strength, repute and with a cover of good local standard.

17.5 The Supplier shall provide Scania, when so requested, with a certificate of insurance confirming the valid insurance, the insurer, policy limits, insurance coverage and the period insured etc.

18 SUBCONTRACTORS

18.1 The Supplier shall only be entitled to use subcontractors, including, for the avoidance of doubt, sub-carriers, for the performance of the Logistics Service(s) to the extent set out in the Individual Contract(s) or otherwise agreed in writing. The Supplier shall remain liable for the performance of by a subcontractor of the Supplier's obligations under the Contract, as well for their acts and omissions in performing any part of the Logistics Services, including but not limited to any loss or damage of goods, as if the Supplier had carried out such Logistics Services by itself.

18.2 The Supplier shall immediately inform Scania if any of the Supplier's subcontractors is subject to an essential change, including change of ownership, enters into insolvency or suffers financial difficulties or if the Supplier decides to replace a subcontractor.

18.3 Scania only accepts that the Supplier has one tier of subcontractor, as specified in STD4172-7).

19 FORCE MAJEURE

19.1 Neither Party shall be liable to the other Party for any failure to perform any obligation under the Contract, provided that such failure is caused by an event beyond the control of such Party, including, but not limited to, war, riot, civil unrest, terrorism, strikes, lock-out and similar labour conflicts ,but excluding financial inability or difficulty to perform, (henceforth "Force Majeure Event") and that such Force Majeure Event could not have been foreseen and its effects not overcome. The Party affected by a Force Majeure-event shall inform the other Party thereof without delay and shall use all reasonable efforts to comply with the Contract to the extent possible,

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

20 SAFETY AND SECURITY REQUIREMENTS

20.1 The Supplier and its subcontractors shall comply with all applicable safety and security regulations at all locations whilst conducting the Logistics Service(s).

20.2 The Supplier declares that goods, which is forwarded or carried by the Supplier or its Subcontractors, is stored in secure business premises, loading and shipping areas and is protected against theft and unauthorized interference in storage, loading and transport and that no unauthorized persons accompany the transports.

20.3 The Supplier shall use such goods securing equipment and practices as the context may require and shall at all times comply with applicable laws and regulations regarding stowing and securing of goods.

21 ENVIRONMENT AND SUSTAINABILITY

21.1 The Supplier shall work actively to reduce the environmental impact caused by the Logistics Service(s) provided under the Contract.

21.2 The Supplier shall measure the emissions of the Logistics Service(s) in accordance with the standards and procedures set out by the organisation *Greenhouse Gas Protocol,* as updated and published on the Greenhouse Gas Protocol's website from time to time. The measurement data shall be provided to Scania on request.

22 DATA PROTECTION

Data Protection Definitions

22.1 "personal data", "process/processing", "controller", "processor" and "data subject" shall have the same meaning as in GDPR. "Applicable Data Protection Law" shall mean all EU legislation and other applicable national data protection laws and regulations applicable to the processing, including but not limited to the GDPR and the case law of the Court of Justice of the European Union on the application of the said legislation, as well as binding instructions and decisions by competent supervisory authorities.

Controller – Controller Processing

22.2 Scania processes personal data about representatives of its business partners, including suppliers, in accordance with Applicable Data Protection Law, in order to be able to communicate, market and enter into and administer agreements. More detailed information regarding the processing can be found in Scania's Privacy Statement, which is updated from time to time.

22.3 To fulfil this Agreement, Scania may transfer personal data ("Scania's Data") to the Supplier. This may include, but is not limited to, personal data of Scania employees. The Parties are in these cases responsible for the processing of such personal data as independent controllers. Both Parties shall comply with applicable Data Protection Law and have the relevant permissions to process the personal data. In particular, the Parties shall apply all reasonable technical and organisational measures to protect the personal data, follow the principles for appropriate data processing and monitor compliance with these principles.

22.4 The Parties must observe professional secrecy in regard to the documentation and personal data to which they have access in accordance with this Agreement. This also applies after this Agreement has been discontinued.

22.5 The Supplier may only transfer (including making available) personal data of Scania employees, or personal data otherwise received from Scania, to a third party/affiliate outside the area of the EU/EEA if appropriate safeguards are in place. The Supplier undertakes to enter into Standard Contractual Clauses, assess and implement supplementary measures in accordance with Applicable Data Protection Law and to otherwise ensure that such transfers are lawful under Applicable Data Protection Law. For avoidance of doubt, the Supplier is fully responsible and liable to Scania for ensuring compliance herewith.

Controller – Processor Processing

22.6 A separate Data Processing Agreement shall be entered into and apply to all processing of Scania's Data when Supplier performs the processing on behalf of Scania.

Supplier Outside the EU/EEA

22.7 In the event that the Supplier is located outside the EU/EEA, and not in a country afforded adequacy by the European Commission, the Supplier agrees to enter into applicable Standards Contractual Clauses with Scania.

23 AUDIT RIGHTS

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

24 COMPLIANCE

Code of Conduct and Business Ethics

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

24.2 The Parties undertake to not do (and warrants that in relation to the Contract they have not done) any of the following: offer, give or agree to give to any representative of the other Party any gift or consideration of any kind which go beyond commonly accepted business practices or is in conflict with the applicable legislation as an inducement or reward for:

(i) doing or not doing (or having done or not having done) any act in relation to the obtaining or execution of the Contract or any other contract with the other Party, or
(ii) showing or not showing favour or disfavour to any person in relation to the Contract or any other contract with the other Party, or
(iii) enter into the Contract or any other contract with the other Party in connection with which commission has been paid or has been agreed to be paid by a Party or on a Party's behalf, or to a Party's knowledge to the other Party.

24.3 The Supplier shall ensure that all of its Subcontractors and/or Affiliates of the Supplier involved in the supply of the Logistics Service(s) explicitly undertakes to comply with the abovementioned obligations.

Compliance with Laws

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

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

Scania Policies and Standards

24.6 The Supplier shall comply with the latest version of all and any Scania Policies and Procedures as well as applicable standards, as relevant for the Logistic Service(s), found at Scania Supplier Portal.

24.7 The Supplier undertakes to at all times be certified according to, and 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 with Scania.

24.8 All sub-contractors shall be evaluated by the Supplier according to ISO 9001 and ISO 14001 (or according to such equivalent standards as are specified by the Supplier and agreed with Scania).

Breach of undertakings

24.9 A breach of any of the undertakings of this Section 24 and/or the Scania Supplier Code of Conduct by the Supplier, any relevant Supplier Affiliate or Sub-Supplier shall be considered a breach of material importance under the Contract.

25 EXPORT CONTROL AND SANCTIONS

25.1 The Supplier shall comply with all applicable export control legislation and/or sanctions/embargoes regulations and shall, without undue delay, inform Scania of any changes to such applicable export control legislation and/or sanctions/embargo regulations which may have any impact on the export, re-export or use of the Logistic Service(s) or an end product in which the Logistic Service(s) are included or an end product in which the Logistic Service(s) are included. The Supplier shall implement internal compliance procedures and processes in order to adequately ensure and monitor compliance with all applicable export control legislation and/or sanctions/embargoes regulations.

25.2 The Supplier must not have any connection or interaction with parties listed in any applicable export control or sanctions lists issued from an applicable authority which may cause this agreement or any of the Parties to breach applicable export control or sanctions. The Supplier shall have in place procedures and processes as adequate for detecting whether such connection or interaction exists and shall immediately inform Scania in writing if it becomes aware of or if it suspect any such connection or interaction.

25.3 The Supplier shall inform Scania of direct or indirect changes in the control of the Supplier, which could have an impact on the applicable export control legislation and/or sanction/embargos regulations. For the purpose of this Section 25.3, “control” shall mean ownership of at least 50% of the voting rights or interest in the issued share capital. Further, the Supplier shall inform Scania of circumstances, with respect to an individual, directly or indirectly, controlling the Supplier, a member of the board of directors of the Supplier or an individual which otherwise has a controlling influence of the Supplier, which could have an impact on the applicable export control legislation and/or sanctions/embargoes regulations.

25.4 The Supplier shall ensure that all and any relevant export approvals or licenses from applicable authorities are in place well in advance of delivery of Logistic Service(s) which include classified items (hardware, software, technology or services).

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

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

25.7 Scania may terminate this Contract (and/or any individual Contracts hereunder) with immediate effect if the Supplier is in breach of, or if Scania reasonably suspects that the Supplier is in breach of, this Section 25.

The Supplier shall indemnify and hold harmless Scania from and against any losses, costs, claims, causes of action, damages, liabilities and expenses, including attorneys’ fees, any expense of litigation or settlement, and court costs, arising from any non-compliance with this Section. The Supplier shall be responsible for any act or omission of itself, its officers, employees, affiliates, in the performance of any of its obligations under this Section 25.

26 TRADEMARKS AND NO PUBLICITY

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

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

27 CONFIDENTIALITY

27.1 Each Party will: (a) treat as strictly confidential (i) all information obtained or received by it as a result of negotiating, entering into or performing its obligations under this Contract; and (ii) all other business, financial, operational, technical and marketing information (or any other information of a secret or proprietary nature) relating to the other Party, and obtained (in each case) pursuant to or under the Contract, (hereinafter jointly referred to as "Confidential Information”) (iii) The confidentiality also covers the Contract and the Logistics Service(s) hereunder; and (b) not, except with the prior written consent of the other Party, publish or otherwise disclose to any person any Confidential Information.

27.2 Section 27.1 shall not prevent a Party from disclosing Confidential Information to the extent that a disclosing Party can demonstrate that: (a) such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it and whether or not the requirement has the force of law; or (b) the Confidential Information concerned was lawfully in its possession (as evidenced by written records) prior to it being obtained or received; or (c) the Confidential Information concerned has come into the public domain other than through its fault.

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

27.4 Notwithstanding what is stated in this Section 27, Scania may disclose confidential information to Volkswagen AG and any legal entity which is directly or indirectly controlled by Volkswagen AG (the “Volkswagen Group”).

27.5 The conditions set forth in this Section 6 shall continue to apply for a period of five (5) years after the termination of the Contract.

27.6 Upon written request by the disclosing Party, the receiving Party shall promptly return or destroy all tangible, electronically and other embodiments of Confidential Information and certify to the disclosing Party that this obligation has been fulfilled. This shall not apply i) to routinely made back-up copies of electronically exchanged Confidential Information that is not accessible by the Parties in the ordinary course of business or ii) if the receiving Party is required to retain such Confidential Information by law. In case back-up copies of electronically exchanged Confidential Information is restored, such Confidential Information shall be destroyed by the receiving Party.

28 GENERAL PROVISIONS

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

28.2 Should any provision of the Contract be or become invalid or unenforceable, this circumstance shall not affect the validity of any other provisions. The Parties shall endeavour to replace the invalid provision with a provision that as closely as possible approximates the economic effect of the invalid or unenforceable provision.

28.3 Neither Party may assign the Contract or any Orders or the rights and obligations thereunder without the prior written consent of the other Party.

28.4 Scania may however, without such consent, assign its rights and obligations under the Contract to a Scania Affiliate and/or Volkswagen Group.

28.5 The Supplier is an independent contractor under the Contract, and nothing herein will be construed to create a partnership or a joint venture between the Parties.

28.6 The Supplier will have no authority to enter into agreements of any kind on behalf of Scania or to bind or obligate Scania in any manner in relation to any third party.

28.7 The Contract shall supersede all and any prior agreements and understandings, whether written or oral, between the Parties in the subject matters hereof.