

V O L V O

VOLVO AC CHARGER 43 KW



English

Thank you for your purchase of this 43kW AC charger, LS4 Mini, with remote monitoring. For additional information, such as warranty terms and conditions, please refer to www.volvotrucks.com.

Charger Monitoring Agreement

The Customer agrees to enter into this Charger Monitoring Agreement (hereinafter referred to as the "Agreement")

Background

The Customer may acquire a 43 kW AC Wallbox charger branded Volvo/Garo (the "Charger") offered by VOLVO TRUCKS in relation to purchasing or leasing a battery electric Volvo branded truck or may purchase such charger as an accessory from a dealer authorized by VOLVO TRUCKS. Where the Charger includes monitoring, this is activated as set out in this Agreement and will then provide VOLVO TRUCKS information about the proper functioning of the Charger. The Monitoring pursuant to this Agreement will be provided by VOLVO TRUCKS as a first step to support the uptime of vehicles and VOLVO TRUCKS envisages to create and offer services based on the experience of the Monitoring set out herein

1. Object of the Agreement

1.1. Subject to the terms and conditions of this Agreement and in consideration of the payment by the Customer of the price set out herein, Volvo Truck Corporation, a company incorporated pursuant to the laws of Sweden (hereinafter "VOLVO TRUCKS") monitors as described in article 2 below (the "Monitoring") of the Charger activated pursuant to this Agreement (the "Charger").

2. Monitoring

2.1. The Monitoring provided according to this Agreement includes the access by VOLVO TRUCKS of the data set out below and enabling it to inform the Customer about the state of health of the Charger in contacts with the Customer, such as when the Customer contacts Volvo Action Service and the relevant data is available.

2.2. VOLVO TRUCKS may make any change to the Monitoring which is required to conform to any applicable safety, statutory or regulatory requirement or added functionality; or which does not materially affect the quality or performance of the Monitoring.

2.3. The Monitoring shall be activated as follows: An authorized electrician needs to set-up the connectivity of the Charger during the installation instructed by the Customer. Instructions of how to connect the Charger will be provided with the Charger.

3. Price for the Monitoring

3.1. The price for the Monitoring is included as a pre-payment as part of the price for the Charger.

4. Term of Monitoring

4.1. The Monitoring will be performed by VOLVO TRUCKS during such period as decided by VOLVO TRUCKS in its sole discretion. The Monitoring may be discontinued

at any time without advance notice to the Customer.

5. Information Systems

5.1. The Customer is aware that Chargers are equipped with one or more systems which may gather and store information about the Charger (the "Information Systems"), including but not limited to information relating to Charger condition and performance and information relating to the operation of the Charger such as the Charger ID, start/end and total KWH, start and end time of the charging and status codes from the Charger (together, the "Charger Data"). The Customer agrees not to interfere with the operation of the Information System in any way.

5.2. Notwithstanding any termination or expiry of this Agreement, the Customer acknowledges and agrees that VOLVO TRUCKS may: (i) access the Information Systems at any time (including remote access); (ii) gather the Charger Data; (iii) store the Charger Data on Volvo Group systems; (iv) use the Charger Data in order to provide Monitoring to the Customer, as well as for its own internal and other reasonable business purposes; and (v) share the Charger Data within the Volvo Group and with selected third parties.

5.3. The Customer agrees to notify VOLVO TRUCKS in writing if it sells or otherwise transfers ownership of the Charger to a third party.

6. Data Management Agreement

6.1. The Customer acknowledges that the Data Management Agreement, attached hereto as Annex 1, and available at the following web site: <http://tsadp.volvotrucks.com/>, is an integral part of this Agreement and agrees that the terms of that agreement applies to any data processing under this Agreement.

7. Term and Termination

7.1. The term of this Agreement commences on the date the Monitoring is activated as set out in Article 2.3 or otherwise if the Customer connects the Charger to the internet.

7.2. The Agreement will continue in force until the Monitoring is discontinued by VOLVO TRUCKS.

7.3. The Customer may terminate the monitoring at any time by removing the internet connection of the Charger and such actions shall be considered a termination of this Agreement.

7.4. The Agreement shall automatically terminate if the Customer transfers the ownership of the Charger to a third party.

7.5. VOLVO TRUCKS may terminate the Agreement with immediate effect if the Customer is in material breach of the Agreement or enters into insolvency, bankruptcy, any arrangement with its creditors or any other

arrangement or situation which has a like effect.

7.6. If this Agreement expires or is terminated, the following shall apply after the date of expiry or termination:

- (i) The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liability of either the Customer or VOLVO TRUCKS accrued prior to termination. The conditions which expressly or impliedly are capable of having effect after termination will continue in force notwithstanding termination;
- (ii) Upon termination of the Agreement for whatever reason the Customer shall not be entitled to a refund of any sums paid under this Agreement and the Customer shall forthwith pay VOLVO TRUCKS any sums accrued due under this Agreement;

8. General responsibilities and obligations of the Customer

- 8.1. The Customer shall ensure that each employee or other person who operates the Charger, or uses the Monitoring, complies with this Agreement and any instructions and recommendations set out on the Monitoring terms of use and with user guidelines in respect of the Monitoring.
- 8.2. The Customer guarantees that it owns or otherwise has the right of disposition of the Charger.

9. Limitations of liability

- 9.1. The following provisions of this Article reflect the scope of the Agreement and the price for the Monitoring.
- 9.2. VOLVO TRUCKS is not responsible for, and assumes no liability for defects to, the Charger except if and to the extent VOLVO TRUCKS has explicitly assumed such responsibility separately.
- 9.3. VOLVO TRUCKS total maximum liability under this Agreement for claims arising in each calendar quarter (whether in contract, tort, negligence, statute, restitution, or otherwise) shall not exceed 100% of the sum paid under the Agreement in the calendar quarter in which the claim arose.
- 9.4. VOLVO TRUCKS will not be liable (whether in contract, tort, negligence, statute or otherwise) for any loss of profits, loss of business, wasted management time or costs of data reconstruction or recovery whether such loss arises directly or indirectly and whether VOLVO TRUCKS was aware of its possibility or not or for any consequential or indirect losses.
- 9.5. VOLVO TRUCKS hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favor of the Customer.

10. Force Majeure

- 10.1. VOLVO TRUCKS will not be liable to the Customer for any failure or delay or for the consequences of any failure or delay in performance of the Agreement, if it is due to any event beyond the reasonable control and contemplation of VOLVO TRUCKS including, without limitation, third party service providers (including but not limited to mobile data network operators), acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and VOLVO TRUCKS will be entitled to a reasonable extension of time for performing such obligations.

11. Miscellaneous

- 11.1. Time for performance of all obligations of VOLVO TRUCKS is not of the essence.
- 11.2. If any condition or part of the Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.
- 11.3. No failure or delay by VOLVO TRUCKS to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 11.4. VOLVO TRUCKS may vary or amend the terms and conditions of this Agreement by publishing a new version hereon on Volvotrucks.com and such new version shall apply from the date of publishing.
- 11.5. The Agreement is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Agreement without VOLVO TRUCKS prior written consent.
- 11.6. The Agreement contains all the terms which VOLVO TRUCKS and the Customer have agreed in relation to the Monitoring and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Monitoring.

12. Applicable law and dispute resolution

- 12.1. This Agreement shall be governed by and construed in accordance with Swedish law, without regard to its conflict of laws principles.
- 12.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce, unless one of the parties objects. If one of the parties objects to Mediation or if the Mediation is terminated, the dispute

shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceeding shall be held in English. The place of arbitration shall be Gothenburg, Sweden. However, VOLVO TRUCKS shall be entitled at its discretion to have recourse to national courts on matters of industrial property rights, such as patents, trademarks and industrial secrets.