



## General Purchasing Conditions 2015

### Orders: procedure

1. Unless otherwise stated in writing, the following general purchasing conditions shall apply to all of the orders for Products and services ("Products") made by Scania Portugal, S.A. (hereinafter, "Scania"), Subsidiaries of Scania and Distributors of Scania (which shall hereinafter all be referred to as the "Company") and to all of agreements signed related to any purchase made by the Company (hereinafter, "Agreement").

For these purposes, a "Scania Group Company" shall be defined as any company that is directly or indirectly controlled by Scania or its parent company (Scania CV AB). Furthermore, a "Scania Distributor" shall be defined as any company that forms part of Scania's authorised distribution network.

2. If the conditions established by the selling party (hereinafter referred to as the "Seller"), in the confirmation of an order or in the invoice, go against the instructions established in the purchasing conditions of the Company's order, the Company's conditions shall still apply even if the Company has not made any objections to the conditions specified by the Seller, unless the Company has specifically accepted the conditions specified by the Seller in writing.

3. Orders must be made in writing in accordance with the order form approved by the Company at each moment in time, unless the Company agrees on another way to make the order with the Seller.

4. The Seller must confirm the order in the same way as has been done by the Company. Any orders that do not comply with the conditions of this section shall be considered void and therefore the Company shall not be obliged to pay the invoice corresponding to this order.

5. A request for orders does not imply the acknowledgement of any type of exclusivity in favour of the Seller, nor the assumption by the Company of any type of obligation to carry out orders of Products.

### Terms of delivery

6. The commercial terms that are to be used are to be interpreted in accordance with the latest version of Incoterms (Issued by the International Chamber of Commerce). Delivery shall be made DDP to the indicated recipient, unless it is expressly agreed otherwise.

### Drawings and descriptions

7. The drawings, models, tools and technical documents, in all formats, related to the manufacture of the Products or parts of them, or related to the implementation of the services entrusted to the Seller by the Company, shall remain the Company's property. They may not be used, copied, or reproduced by the Seller for any purpose other than internal use related to an order, offer or delivery to the Company, nor may they be handed over to or disclosed to a third party unless the Company has given its prior approval.

8. Drawings and documents that have been handed over to the Company by the Seller shall remain the Seller's property. They may not be copied or reproduced by the Company any more than is necessary to have control over their delivery or part thereof, for the installation of the Products delivered, or to ensure their correct use and maintenance (including ordinary repairs). Nor may they be handed over or disclosed to a third party without the prior consent of the seller.

9. Unless it is agreed otherwise, the Seller must provide the Company, free of charge and no later than the time of delivery, technical documentation that is sufficiently clear and detailed to enable the Company to carry out the installation, commissioning, management and maintenance (including ordinary

repairs) of all of the parts of the Products purchased. The documentation must be written in Portuguese.

Any delay in the delivery of technical documentation shall be considered, for all purposes, as a late delivery.

### Safety instructions and other legal requirements

10. The Products supplied by the Seller must be equipped with the protective devices prescribed by the Portuguese authorities and they must also offer sufficient protection in the opinion of the Company against illnesses and accidents. If no additional requirements have been agreed upon, they must at least meet the safety requirements of the European Union (hereinafter referred to as the EU).

The Seller shall be responsible for ensuring that all aspects of the designs comply with the legal requirements in Portugal and in the EU and must provide the Company, at no additional cost, evidence of compliance with this obligation (i.e., the respective CE marking).

### The Company's Material

11. Unless otherwise agreed, the material provided by the Company shall be sent by the Company to the address of the seller's production centre at no cost to the Company. If the material provided by the Company is not stored separately, it must be identified as the Company's property by means of a label, plaque or similar means, so that it is possible to identify it as being owned by the Company. This material must be subject to inspections and kept in good condition until a final audit is carried out. It is the Seller's duty to check whether the material requested in the order matches the final delivery made.

In the event of a possible foreclosure of its assets, insolvency or equivalent action, the Seller must immediately inform the Company about the situation and protect the Company's rights to the material provided by means of the presentation of this Agreement.

### Packaging, transport and labelling

12. The Seller must provide the Products together with the appropriate packaging. The Products must be packed and marked in accordance with the requirements established by the Portuguese authorities.

The prices of the Products must always include packaging, unless expressly agreed otherwise.

The Products must be marked in accordance with the Company's instructions.

The Seller shall be responsible for any costs that are incurred by it or by its subcontractors due to a failure to follow the instructions in the order or the rules applicable to packaging, transportation or marking.

### Quality Assurance

13. Unless agreed otherwise, the quality tests must be carried out in accordance with the generally accepted quality standards in the relevant industrial sector.

The Company shall be entitled to monitor the Seller's production process at any time by inspecting its operations, taking samples or by means of any other examination that the Company considers necessary. This monitoring shall not imply any limitation on the Seller's contractual responsibilities.

The Seller gives the Company the right to carry out monitoring as stated above whenever the Seller transfers all or part of the production work to subcontractors in accordance with the terms envisaged in section 59 below,

The Seller must provide the Company whatever information is requested in order to evaluate the quality of the Products.

14. The Seller may not make any changes to the distribution of the Products agreed without the prior written consent of the Company.

### Dispatch documents

15. The dispatch documents must be issued and attached to the Products. The dispatch documents should state, for example: the address of the Products, the Company's order number, the Company's internal reference number (if applicable), a description of the Products and the amount ordered.

### Delivery date

16. The Products must be delivered within ten (10) days of the date of the order unless a different period is stated in the order.

17. If the Seller considers that the delivery date agreed can not be met, or if it considers that there is likely to be a delay to the delivery, the Seller must notify the Company immediately in writing. The Seller must state the reason for the delay and the date on which the delivery is expected to be made. This notification does not relieve the Company of any of the rights that it may have due to the delay to the delivery.

18. Delivery before the appropriate date shall require the Company's prior agreement.

19. If the delay to the delivery is due to any of the issues mentioned in section 54, or if it is due to any action or non-fulfilment by the Company, the delivery date should be extended by a reasonable amount, taking into account the specific circumstances.

If the delay to the delivery of all or some of the Products caused by one of the issues mentioned in section 54 below exceeds three months, or if it is expected to exceed three months, each contracting party shall have the right to terminate the Agreement without incurring any liability.

20. In the event of a delay to the delivery (or part of the delivery) due to the fact that the Seller has failed to fulfil certain essential obligations, such as not having started the work on time or failing to take the necessary measures to make the delivery within the agreed period, the Company may rescind the Agreement in whole or in part.

21. In the event of partial deliveries, the Company may terminate the whole of the Agreement if the different parts delivered have a relationship with the others that prevents the Company from obtaining the objective pursued by the Agreement.

22. In the event that the delivery (or part thereof) is delayed for any reason other than those listed in section 54, if the delay is not due to an action or non-fulfilment by the Company, the Company shall have the right to compensation. This compensation shall be zero point five (0.5) percent of the total value of the order for each week of delay or part thereof. However, the total compensation may not exceed twelve (12) percent of the value of the Agreement.

The compensation referred to in the previous paragraph shall also apply in the event that the purchase is cancelled due to a delay to the delivery and it should be calculated based on the period of time that has passed up until the cancellation; in this case, however, the limitation of compensation shall not apply.

### Payment and prices

23. The price must be stated in EUROS, unless the parties agree in writing that the price is set in another currency.

24. The payment must be made in accordance with the conditions agreed between the parties. In the event that a pre-payment has been agreed, the Seller shall be required to provide a guarantee in accordance with the terms approved by the Company.

Unless a different period is agreed, payment shall be made within sixty (60) days of the date of the invoice

or the date of delivery of the Products (whichever is later). The payment of late-payment interest shall be calculated in accordance with Portuguese law. The Company may in no case be obliged to pay additional amounts under any circumstances (such as taxes, social safety contributions or other contributions for the Seller's employees, as well as invoicing expenses, administrative fees or any other similar additional amounts), without prejudice to the applicable tax payable by the Company in accordance with the law in force.

25. The prices are fixed and therefore they shall not be adjusted based on any index or exchange rate.

If a variable price has been agreed, any delay to the delivery or early delivery shall not result in a price increase resulting from the application of the variable price clause that would apply if the delivery had been made on the correct date.

26. Any price change as a result of changes made to the Products purchased shall only apply if it has been agreed in writing.

#### Billing

27. The Seller shall issue one (1) invoice for each order/order number immediately after the delivery of the Products to the Company. The invoices should be sent to the Company at the billing address that appears on the order. Unless otherwise agreed in writing by the parties, no invoices that refer to more than one order or that are issued more than thirty [30] days after the delivery of the corresponding Products shall be accepted.

28. The invoice must include, among other details: (i) the name, the address and the single business registration and tax identification number of the Seller, (ii) the billing address, the order number and the contact person, (iii) a description of the Products included in the delivery, (iv) the price agreed (in the respective position for each order and in total) and the terms of payment (in accordance with these General Conditions), (v) VAT, (vi) the date of delivery agreed, (vii) the amount / number of Products included in the order, (viii) the Company's internal reference number and (ix) any other information required regarding the order concerned.

29. The Seller acknowledges that any invoices that do not comply with the provisions of sections 27 and 28 above may result in additional costs for the Company, for which the Company may demand compensation from the Seller. The Company may return incorrect invoices to the Seller for their correction.

In the event of a dispute between the parties regarding an invoice, it should be resolved by negotiation between the parties for a period of 15 days. During this period, the Company may not withhold payment of any amount due to the Seller and the Seller may not suspend the delivery of the Products. Once the aforementioned period is over, if the dispute has still not been resolved it shall be resolved in accordance with the provisions of sections 62 and 63 and the Seller shall be authorized to withhold the payment of any amount that are owed and to suspend the delivery of the Products.

#### Guarantees

30. If there are any defects or faults in the design, the materials, in the manufacturing process or in its functionalities; the Seller must rectify these defects or faults under its own responsibility based on the guarantee, at its own expense and in the manner described below.

In the event that the Company recommends materials or designs, the Seller must notify the Company immediately if it considers that it is not appropriate or it is clearly undesirable to manufacture Products in accordance with the documents, drawings or technical regulations received. The seller's guarantee shall not cover defects or faults in the materials or designs recommended by the Company, regarding which the Seller did not have the obligation to notify the Company in accordance with the terms of the previous paragraph.

If the seller's design is changed or modified based on a proposal by the Company, the Seller shall be

responsible for it as well as its own design, unless agreed otherwise.

31. The seller's guarantee commitment, as set out in section 30 above, is limited to any faults or defects that appear within two (2) years of the date of delivery. The guarantee period is in effect for the period specified regardless of the operating life of the Products.

The Seller's guarantee commitment, as set out in section 30 above, only covers faults or defects that appear within the framework of the correct handling of the Products for the purpose for which they are intended, under reasonable conditions. It does not cover faults or defects caused by improper maintenance, storage or installation by the Company or due to changes made to them without the Seller's prior approval, normal wear and tear or due to incorrect repairs carried out by the Company.

32. If the application of the provisions of the aforementioned section 30 results in the repair, alteration or replacement of any of the Products, the Seller shall be responsible for them in accordance with the terms applicable to the original Products.

The guarantee period specified in section 31 above that involves the repair, alteration or replacement of parts of the Products shall be extended for the period of time that the Products can not be used due to the faults described in section 30 above.

33. After having received information from the Company regarding the faults or defects described in the previous section 30, the Seller must rectify the faults immediately and shall be responsible for any related expenses. If the nature of the fault or defect means that it can not be resolved in the place in which it is located, the Company must facilitate the execution of the work by returning the defective parts to the Seller for repair, exchange or replacement at the Seller's expense.

34. If the Seller fails to rectify the faults or defects described in section 30 within a reasonable amount of time after being notified by the Company, the Company shall be entitled to terminate the Agreement if the fault or defect is substantial. If the Seller fails to rectify the faults or defects, the Company shall always have the right to rectify them at the expense and risk of the Seller, or to request a corresponding reduction in the purchase price for the fault or defect, or to withhold the full amount corresponding to the price of any order made by the Company with the Seller for which payment is pending.

35. The provisions of sections 30-34 regarding faults or defects in the Products delivered shall apply in the event that not all of them are delivered.

#### Lack of stock

36. The Seller must give written notice to the Company regarding a lack of stock of the product at any given time as soon as they become aware of it. Notwithstanding the foregoing, if the lack of stock of the Product is due to an end to its production or sale, the Seller must inform the Company at least twelve (12) months in advance of which products or components will be discontinued.

In this sense, the Seller must make its best efforts to obtain a similar Product or component that can replace the discontinued Product or component, as long as it complies with the standards and specifications established by the Company.

#### Breach of Contract

37. The Seller guarantees that the use or resale of the Products by the Company or its customers does not represent the violation of any patent rights, copyright, design rights, trademark rights, trade secrets or any other similar rights. The Seller shall not be responsible for any violation of these rights if they are caused by the design documents and the technical requirements provided by the Company. If the Seller is responsible for the violation, the Seller must indemnify the Company and its customers. At the request of the Company and if the Company so decides, the Seller must indemnify and compensate the Company for any costs incurred for its defence (including reasonable costs for legal fees) or it must pay the costs of defending the Company and its customers against claims for violations as well as the cost of any compensation for damages, etc. that has to be paid, as well as compensating the Company for any related expenses. Either of the contracting parties must notify the other party immediately of the filing of any

claim or lawsuit related to the violation of the rights of third parties, or the possibility that they may be filed, and must provide the other party with any information that could be considered relevant.

Notwithstanding the foregoing, the Seller declares and guarantees that: (i) the Products that are the object of this Agreement do not require the payment of any license or royalty other than as envisaged in the General Conditions; and (ii) all of the rights, licenses, permits, authorizations and approvals required for the delivery of the Products to the Company have been obtained and will remain in force during the period of validity of the Agreement. In the event of a breach of any of the aforementioned conditions (i) and (ii), the Seller must consult the Company before supplying any Product and must not carry out any supply before obtaining the Company's written consent.

38. In the event that the use of the Products or any of their components is prohibited because it is considered to violate the rights of third parties, the Seller must, at its own expense, provide one of the following alternatives to the Company: (i) obtain the Company's right to continue using the Product or component; or (ii) replace it with an equivalent Product or component that does not violate the rights of third parties, or (iii) modify the Product or component in such a way that it does not infringe the rights of third parties without altering its functionality.

If none of the alternatives described in the preceding paragraph can be applied, the price paid for the Good, as well as any other amount paid by the Company related to it, must be reimbursed by the seller.

#### Trademarks

39. The Seller shall not have the right to use the Company's registered trademarks, including its logos and corporate identity, for any purpose, unless it has obtained prior authorization in writing from the Company.

#### Product liability

40. The Seller shall be liable for any damages caused to third parties as a result a failure to comply with the safety requirements of the Products distributed. In the event that a third party makes a claim against the Company related to non-compliance with safety requirements, the Seller must be notified within a reasonable amount of time. If the Company so decides, the Seller must compensate it for any costs incurred in its defence or defend the Company at its own expense, as well as pay compensation for damages or other compensation applicable. In this context the defence and compensation must also cover the companies that market the Company's products.

The Seller shall not be liable for the lack of safety of the Products if the safety defect that causes the damage is caused by the materials, design documents or technical requirements received from the Company.

The seller's liability for damages caused to third parties as a result of the lack of safety of the Products delivered shall remain valid for the period in which liability for the Product can be legally claimed by the Company.

The contracting parties must provide each other any relevant information regarding claims and responsibility for Products, preparing the corresponding reports regarding damages for the insurance company within a reasonable period of time.

#### Staff. Independence of the parties

41. The Seller shall be responsible for the recruitment of all of the staff working on the supply of the Products in accordance with the general conditions as well as the payment of their salaries, their management and compliance with all of the obligations related to labour, tax, Social Security and health and safety at work that are applicable. The Company may not be held responsible for any of these obligations unless they are legally required to do so.

The Company may, at any time, require the Seller to provide evidence that it is complying with these obligations, particularly with regard to the payment of

wages, Social Security and tax payments.

42. Likewise, the Seller must strictly comply with the provisions of the Company's documentation about the risks that affect external companies that are in force at each moment in time (which must be provided by the Company at all times).

In the event of non-fulfilment, the Company may prevent the Seller's staff from gaining access to its facilities and rescind the Agreement.

43. The Seller is an independent Contractor and its employees are not de facto or legally employees of the Company. For these purposes, the Seller's employees shall solely and exclusively follow the instructions received from the Seller during the fulfilment of its obligations.

#### Scania's Policies

44. The Seller agrees to comply with any of Scania's policies that may apply based on the nature of the Products purchased and that are notified to it by the Company at all times.

#### Insurance

45. The Seller must take out and continue to hold insurance to cover its liabilities resulting from the Agreement (including coverage that the Seller may require due to the rules regarding its liability for defective products) in accordance with market standards and with reputable insurers.

At the request of the Company, the Seller must provide documentary evidence of the existence and validity of this insurance as agreed by the parties in each specific case.

#### Right of access for auditing

46. The Seller must provide (free of charge) any assistance necessary (including, if appropriate, access to the Seller's staff and the information in its files) to the Company, its auditors and any public authority, including regulators, within the scope of any audits and inspections of the Seller and its subcontractors that are necessary in order to verify its compliance with the Agreement, the continuity of the business, financial aspects and any other matter required by the regulatory authorities.

The right of access shall subsist during the term of the Agreement and for an additional period after its completion; the duration of this additional period shall be agreed by the parties based on the circumstances in each specific case.

#### Confidentiality

47. Each party shall be responsible for ensuring that none of the information, whether oral or written, that is provided by the other party as a result of this Agreement and the orders made by the Company with the Seller ("**Confidential Information**") is disclosed to third parties without the prior written consent of the other party.

Notwithstanding the foregoing, a party may disclose Confidential Information if, and to the extent that: (a) the disclosure is required by the legislation applicable or by an administrative decision or a court order; (B) the Confidential Information was already in the possession of the other party prior to its receipt within the scope of the Agreement (and if it has documents that can prove this) or (c) the Confidential Information disclosed entered the public domain due to reasons unrelated to the party that received the information.

Notwithstanding the foregoing, the Company may disclose Confidential Information to any company that is part of the Volkswagen group.

48. The Seller is responsible for ensuring confidentiality amongst its employees and workers and the Seller shall be responsible for any breach of confidentiality by them.

49. The confidentiality obligations envisaged in section 47 above shall apply during the period of validity of this Agreement and shall remain in force for a period of three (3) years from its date of termination.

#### Termination

50. In the event that the Seller becomes insolvent; or negotiations are started regarding the granting of

delinquent contracts, or equivalent arrangements with the seller's creditors; or if there is a substantial change, directly or indirectly, to the shareholders of the Seller that the Company reasonably believes may compromise the continuity of the business relationship between the parties as it has existed up until this time or if any event occurs, such as the unsuccessful execution of a foreclosure or bankruptcy; or if there is any information of any type that would allow the Company to reasonably assume that the Seller might be unable to meet the obligations undertaken with the Company; the Company shall be entitled to terminate the Agreement immediately and without paying any compensation.

51. The total or partial termination of the Agreement shall not affect the rights and obligations that arose prior to its termination, which shall continue to be governed by the provisions of the Agreement until all of these rights and obligations are fulfilled.

52. Either party shall be entitled to totally or partially rescind the Agreement if the other party commits a significant breach of the terms and conditions of the Agreement and does not rectify the situation within thirty (30) calendar days after written notice has been submitted by the other party (this notification must include a description of the alleged breach of Agreement).

53. Either party may terminate the Agreement, in whole or in part, without any cause, by providing written notice to the other party. Unless otherwise agreed in writing, in the Company's case it must notify the Seller at least three (3) months in advance whilst the Seller must give six (6) months' notice of its wish to terminate the Agreement.

#### Grounds for exemption (Force Majeure)

54. The Seller shall be exempted from liability if any of the following circumstances occur which prevent compliance with the Agreement or mean that they would be extraordinarily onerous for the seller: labour disputes and other circumstances beyond the control of the seller, such as fires, wars, military mobilizations or recruitment, requisitions, confiscations, restrictions related to exchange rate differences, revolts and uprisings and delays or interruptions to deliveries by subcontractors due to this type of causes.

#### Corporate responsibility

55. The parties state that, during the conduction of their activities, they comply with and apply the ten (10) principles of the Global Compact of the United Nations on the environment, labour relations, human rights and anti-corruption.

The Seller must ensure that all subcontracting parties for the production and delivery of the Products that are the object of the Agreement comply with and apply the commitments undertaken in this Section 55.

#### Prevention of damages and grievances

56. It is the responsibility of the party that alleges a breach of Agreement by the other party to take all of the measures necessary to prevent the occurrence of damages or losses if it is able to do so, without the need to carry out activities that are particularly complex or that involve excessive expense.

#### Offsetting operations

57. The Company shall be entitled to offset any amount (including amounts equivalent to the value of Products paid for but not delivered) due to the Seller by virtue of this Agreement against any credit that the Company has with the Seller for any reason.

For these purposes, the Company shall be entitled to move or transfer its credit to another company belonging to Scania Group so that the transferee company can offset it against its debts with the seller.

#### Human rights

58. The Seller must comply with and apply the guidelines for multinational companies issued by the Organization for Economic Cooperation and Development (OECD).

#### Subcontractors

59. The Seller may not subcontract without the prior written consent of the Company. In the event of subcontracting, the Seller shall be responsible for the work carried out by the subcontractor in the same terms

as its own work and, in any case, any non-fulfilment by the subcontractor shall be considered a non-fulfilment by the Seller.

#### Assignment

60. The Seller may not partially or totally assign this Agreement and the orders to any third party.

The Seller may not partially or totally assign the rights and obligations resulting from this Agreement or any order to any third party. Therefore, the Seller may not assign its right to receive the payments for this Agreement or for any order.

#### Notifications

61. Any notifications that must or that may be delivered by virtue of this Agreement must be made in writing and sent by certified mail or email to the registered office of the Seller or the Company, as applicable, unless agreed otherwise.

Notifications shall be considered to have been made on the date on which they are sent.

Any correspondence between the parties must include the number of the order that they refer to.

Any changes to the addresses of the parties must be carried out as envisaged in this section.

#### Law Applicable and Competent Court

62. The validity, interpretation construction of this Agreement, as well as the orders made based on it shall be governed and interpreted in accordance with Portuguese law. Any disputes that arise related to the Agreement or the orders made based on it that the parties are unable to resolve amicably through negotiations in good faith must be resolved by the competent Court of the district of Loures.

63. Neither of the parties may cease to fulfil the obligations that they have undertaken based solely on the existence of proceedings.

Loures, January 2015.

SCANIA PORTUGAL, S.A.

Accepted and approved by the seller

Company:

Name of Signatory(ies):

Position(s):

Date:

Stamp:

Signature(s) of the seller: \_\_\_\_\_