

General Terms & Conditions - Advisory Services

1. Background

1.1 The following general terms and conditions (the “**Terms**”) govern the relationship between you, (the “**Customer**” or “**you**”) and Volvo CE (“**Volvo CE**”, “**we**”, “**us**” or “**our**” and as further defined in Section 12), in relation to the ordering of, access to and use of such Advisory Services (“**Advisory Service(s)**”) offered by Volvo CE through its various channels, including but not limited to, its e-commerce sales portal (the “**Marketplace**”).

1.2 Advisory Services are governed by their respective service terms as set out separately (the “**Service Terms**”). By reference therein, the Service Terms may incorporate these Terms, which thereby forms an integral part of the Service Terms.

1.3 In the event of any conflict between the Service Terms and these Terms the Service Terms shall take precedence. Appendix 1 (**Privacy Addendum**) of these Terms shall however always take precedence over the Service Terms, unless specifically stated otherwise therein.

1.4 By accepting these Terms, you confirm that you have read the Terms and that you agree to be bound by them. If you do not agree with them, you are not allowed to access the Advisory Services. The Advisory Services will be provided if and to the extent you have placed an order for the Advisory Service in accordance with Section 3, or as otherwise specified in any Service Terms.

1.5 We reserve the right to amend these Terms at any time. Any new versions of the Terms will be published on the [Service Marketplace legal site](#), with or without notice, and it is your responsibility to regularly check the Terms for updates and changes. Your continued use of the Advisory Services following the publishing of a new version of these Terms will mean that you accept and agree to the changes.

2. The Advisory Services

2.1 The Advisory Services shall be provided in accordance with the Service Terms (including any service descriptions referenced therein) and these Terms. The Advisory Services may be provided by us or by a third party appointed to provide the Advisory Services on behalf of us.

2.2 We may make changes to the provision of the Advisory Services where necessary to conform to any applicable safety, statutory or regulatory requirement or added functionality, or where such changes do not materially affect the quality or performance of the

Advisory Services. We will notify you before making changes that we consider material.

2.3 You are responsible for ensuring that you have and can maintain at your own cost, all equipment, hardware, or machines necessary to make use of the Advisory Services.

2.4 We will perform the Advisory Services at a location specified by you, unless otherwise agreed. When we perform work at your premises, we will ensure that our personnel will, adhere to any of your applicable policies or rules concerning safety, security and workplace conduct as well as take all necessary precautions to prevent the occurrence of any personal injury or property damage during progress of such work. We will maintain relevant insurance covering all work performed at your premises and all personnel involved in such work.

2.5 Except as expressly stated in these Terms, the Advisory Services are provided on an “as is” basis without any warranties of any kind. We expressly disclaim any and all warranties, whether express or implied, including implied warranties of merchantability, title, fitness for particular purpose, and non-infringement.

3. Marketplace orders and accounts

3.1 You can place an order for Advisory Services through the [Marketplace](#). To access the Marketplace to place an order, a user account is required, subject to separate [Platform Terms of Use](#).

3.2 An order is placed when you (i) complete the Marketplace order process as from time-to-time determined by us and (ii) accept these Terms and the relevant Service Terms.

3.3 You represent and warrant that anyone accepting these Terms and the relevant Service Terms on your behalf have understood them, and have the right, authority, and necessary authorizations to accept them on your behalf.

3.4 Upon confirmation of the order of the Advisory Services, and unless otherwise specified in the Service Terms, Volvo CE will provide you with the required information in order for you to access the Advisory Services.

4. Use of the Advisory Services

4.1 You may only use the Advisory Services according to the instructions and recommendations as set forth in the Service Terms and as issued by us from time to time.

4.2 You shall only use the Advisory Services in your country of establishment which may only be, and is limited to, any of the following countries: any country

within the EU/EEA, Switzerland, Iceland, Liechtenstein, Norway and the United Kingdom.

4.3 You represent and agree that you are fully responsible for the relevancy and accuracy of any and all material provided, whether data or other information (editorial, text, graphic, audio-visual, and other content) that you, or any third party on your behalf provide to us as necessary for our performance and/or your use of the Advisory Services under these Terms.

5. Results

5.1 As part of and upon provision of the Advisory Services, we will develop results, such as documentation, writings, calculations, drawings, reports, and publications, ("**Results**").

5.2 All Results shall upon their creation be the exclusive property of you. We hereby transfer and assign to you all right, title and interest in and to the Results. Except with your prior written consent, we shall not use such Results or disclose the Results to third parties, for any purpose other than performance of the Advisory Services.

5.3 For the avoidance of doubt, you acknowledge that the ownership rights to the Results granted to you by us does not include any right for you to use our methods, models, templates, and technologies, which have been used and applied by us in delivering the Results.

5.4 We do not guarantee that any conclusions, advice and/or recommendations contained within the Results will lead to increases in your productivity, efficiency, profitability, or other such benefits.

6. Customer Data

6.1 When using the Advisory Services, you may provide and/or generate certain data. Such data, depending on the specific Advisory Service, may include information about the conditions and performance of your associated operating machines and devices, and information relating to your operational productivity (the "**Customer Data**").

6.2 You acknowledge that we may gather, access, share and otherwise use such Customer Data at our sole discretion for our own internal purposes and other reasonable business purposes, including using Customer Data for improving the Advisory Services as well as developing any other Volvo CE services or products.

6.3 Notwithstanding Section 6.2, we will treat Customer Data with appropriate confidentiality and not display nor disclose Customer data to unaffiliated third parties in any format directly identifying you or your Users.

7. Data privacy

7.1 Volvo CE may process Personal Data (as defined in Appendix 1) when providing the Advisory Services to you. In doing this, Volvo CE may act as either (i) a controller of Personal Data, or (ii) as a processor processing Personal Data on your behalf. Where the Service Terms designate Volvo CE as a processor, the Privacy Addendum in Appendix 1 shall apply.

7.2 To the extent our right to access and use Customer Data under Section 6 includes processing of Personal Data, Volvo CE and you shall remain individually responsible for our respective obligations as separate data controllers under Data Protection Regulations (as defined in Appendix 1).

7.3 You shall ensure that any users, machine operators and/or other individuals subject to processing by us under Sections 7.1 and 7.2: (i) are aware that Personal Data relating to them may be processed by us; and (ii) are referred to or provided with a copy of the applicable Privacy Notice available on the [Service Marketplace legal site](#).

8. Intellectual Property Rights

8.1 No transfer. We and our licensors retain all right, title and interest, including all Intellectual Property Rights, in and to the Advisory Services, wherein "**Intellectual Property Rights**" shall mean rights in patents, inventions, design rights, copyrights, moral rights, rights in databases, trademarks, trade secrets, know-how, trade names, rights under marketing law and passing off, and all other intellectual property rights; in all cases whether or not registered or registerable. Nothing herein or in the Service Terms shall give you any right to any Intellectual Property Rights in or relating to the Advisory Services, except the explicit rights given herein.

8.2 Warranty. You represent and warrant that any information, content or other material, including that of third parties, that you provide to us in the course of and as necessary for our performance of the Advisory Services (i) do not infringe any third party's Intellectual Property Rights, (ii) is fit and sufficient for the intended purpose, and (iii) meets, if any, applicable legal and other regulatory requirements.

8.3 Third-Party Claim. You shall notify Volvo CE in writing without undue delay of any third-party allegation, claim, threat, or court action claiming that the use of the Advisory Services, Results or Customer Data constitutes an infringement of Intellectual Property Rights (or rights associated therewith) owned by such third party ("**Third-Party Claim**"). Volvo CE shall notify you upon receipt of a Third-Party Claim, to the extent such Third-Party Claim has been verified, in Volvo CE's sole discretion, as valid and not unfounded.

8.4 Indemnification. Each party shall indemnify and hold harmless the other party against all liabilities arising from any Third-Party Claim, provided such Third-Party Claim is not a result of the indemnified party's use of the indemnifying party's Intellectual Property Rights (or rights associated therewith) in a manner which is not permitted under these Terms, or otherwise unlawful under applicable law. The indemnifying party shall have the right to assume charge and direction of the defense and/or settlement of any Third-Party Claim.

9. Fees and Payment

9.1 We will charge you for the Advisory Services in accordance with the applicable fee(s) (the "Service Fee(s)"). Unless otherwise specified in writing, the Service Fee is the fee displayed in the Marketplace at the time of the order of the Advisory Services, subject to the order process described in Section 3.

9.2 The form, frequency, and term of payment of the Service Fee(s) is governed by the Service Terms.

9.3 All prices are exclusive of, and you are responsible for, all fees and taxes, including custom duties, importation fees, sales, use, withholding, and like taxes assessed or incurred in connection with the performance of these Terms.

10. Termination

10.1 These Terms shall remain in full force and effect from the time of your acceptance of these Terms until all Results have been delivered. A party may terminate these Terms by giving to the other party no less than thirty (30) days written notice to that effect. You will not be entitled to any refund of Service Fee(s), credit or compensation due to such termination.

10.2 We may terminate these Terms with immediate effect if you are in material breach of the Terms or enter into insolvency, bankruptcy, any arrangement with your creditors or any other arrangement or situation which has a like effect, or where for any other legal, commercial or technical reason the continued provision of the Advisory Services would have an adversely negative effect on us.

10.3 Failure by you to pay any sum due under these Terms or any Service Terms is a fundamental breach which entitles us to terminate the Terms and any Service Terms with immediate effect.

11. Limitation of liability

11.1 You shall indemnify, defend, and hold harmless Volvo CE including our affiliates, against all damages, costs, and expenses (including reasonable attorneys' fees) incurred as a result of third-party claims arising from your breach of these Terms, violation of applicable law, negligence, or willful misconduct.

11.2 Our liability for any damage or loss of any kind (regardless of how it was caused and including any damage or loss caused by negligence) under or in connection with these Terms shall be limited to an amount equal to the total price paid by you under any individual Service Terms during the immediately preceding calendar year. If the Advisory Services under such Service Terms have not been provided during the preceding calendar year (wholly or partially), the amount shall be equal to the total amount paid by you for the Advisory Services provided.

11.3 Notwithstanding anything to the contrary, a party shall in no event be liable for any loss of profits or revenue, loss of business or loss or inaccuracy of data or for any indirect, incidental, special, exemplary, punitive, or consequential damages incurred by the other party.

12. Contracting entity and governing law

12.1 You are contracting with Volvo Construction Equipment AB, with company registration number 556021-9338 and address at 631 85 Eskilstuna, Sweden.

12.2 The Terms (including Section 16.1) shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

13. Export

You shall comply with all domestic and international export laws and regulations, as applicable to your use of the Advisory Services according to Section 4.1, and that apply to the use of the Results, which may include restrictions on destinations, end users, and end use of such.

14. Survival

The following sections shall survive any termination or expiration of these Terms: Section 6 (*Customer Data*), Section, Section 8 (*Intellectual Property Rights*), Section 11 (*Limitation of liability*), Section 12 (*Contracting entity and governing law*), Section 14 (*Survival*), Section 15 (*Miscellaneous*) and Section 16 (*Dispute resolution*).

15. Miscellaneous

15.1 Severance. If any provision of these Terms is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law.

15.2 Force Majeure. If and to the extent that either party's performance of its obligations under these

Terms is impeded or made unreasonably onerous by circumstances beyond its reasonable control, including, but not limited to, general labour disputes, war, fire, lightning, flood, pandemics, epidemics, quarantine, virus outbreaks, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities, such party shall be released from liability in damages for delay in performing or failure to perform such obligations. The party wishing to claim relief by reason of any such circumstance as referred to in this Section 15.2, shall without undue delay notify the other party in writing. If such notice is not provided without undue delay the right to rely on such circumstance is lost. If performance is materially prevented for more than one (1) month as a result of any of such circumstances, the party not affected by force majeure shall be entitled to immediately terminate the Terms by notice in writing.

15.3 Waiver. The failure of either party to enforce at any time for any period of any one or more terms shall not be a waiver of such term(s) or of the right of such party at any time subsequently to enforcement.

15.4 Transfer and assignments. You may not assign or delegate in whole or in part its rights and obligations under these Terms without our prior written consent. We shall have the right to transfer our rights or obligations herein to any Volvo Group company.

15.5 Entire agreement. These Terms constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order, vendor on-boarding process or web portal, or any other order documentation will be incorporated into or form any part of these Terms, and all such terms or conditions will be null and void.

15.6 Publicity. A party shall not be entitled to use the other party's company name, trademark or logo as a reference for marketing or promotional purposes in public or private communication with existing or potential customers, without such party's prior written approval.

15.7 Modifications. We may change these Terms. If we intend to make a material change to the Terms, we will provide you with reasonable notice prior to the change taking effect. The materially revised Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you access or use the Advisory Services after the effective date of such revisions, that use will constitute your acceptance of any revised terms and conditions.

16. Dispute resolution

16.1 Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be Swedish (unless otherwise agreed by the disputing parties).

16.2 All arbitral proceedings conducted pursuant to Section 16.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.

Appendix 1 – Privacy Addendum

Volvo CE and you have entered into this Privacy Addendum in order to comply with the requirements set out in the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”). In case of any conflict between the Privacy Addendum and any provisions in the Terms, the Privacy Addendum shall take precedence.

1. Background

This Privacy Addendum is applicable to the extent that we Process Personal Data on behalf of you, but only covers the Processing of Personal Data performed in accordance with your documented instructions in the Privacy Addendum.

2. Definitions

2.1 In the Privacy Addendum, “**Data Protection Regulations**” means any and all data protection laws and regulations applicable from time to time to the Processing of Personal Data under the Privacy Addendum including but not limited to the GDPR as interpreted from time to time by the Court of Justice of the European Union or other court of law that is competent to establish a precedent for such data protection laws.

2.2 Other capitalized terms and expressions in the Privacy Addendum, which are not defined in this section shall have the same meaning as in the Terms. Other terms and expressions of the Privacy Addendum shall be interpreted in accordance with the GDPR.

3. Processing of Personal Data

3.1 You take full responsibility to ensure that the Processing of Personal Data is in compliance with Data Protection Regulations applicable from time to time, including obtaining necessary licenses, permits and approvals for the Processing.

3.2 We will only process Personal Data in accordance with your documented instructions as set out in this Privacy Addendum, including transfer of Personal Data to third countries or an international organization, unless we have an obligation under EU law (including the laws of its member states) to Process Personal Data. In such case, we will inform you of the legal requirement before the Processing is initiated, provided that this is in accordance with applicable laws.

3.3 The categories of Personal Data, categories of Data Subjects, and the nature and purpose of the Processing of Personal Data under this Privacy Addendum are specified in the Service Terms.

3.4 This Privacy Addendum constitutes your entire instructions to us for the Processing of Personal Data under the Privacy Addendum.

3.5 We will immediately inform you if we consider that all or part of your instructions are in violation of

Data Protection Regulations. We will not implement such instruction until you have confirmed that the implementation of the instruction is lawful.

3.6 We will Process the Personal Data for the time necessary in order to fulfil our obligations under the Terms.

3.7 We will ensure that persons for whom we are responsible and who Process Personal Data under the Privacy Addendum have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.8 Taking into account the nature of the Processing, we will assist you with appropriate technical and organizational measures, insofar as this is possible and to a reasonable extent, for the fulfilment of your obligation to respond to requests for exercising the Data Subjects’ rights under the Data Protection Regulations.

3.9 Taking into account the nature of the Processing and the information available to us, we will assist you in ensuring compliance with your obligations pursuant to Data Protection Regulations, including (where applicable) your obligations to (i) implement appropriate technical and organizational measures, (ii) notify Personal Data Breaches to the supervisory authority, (iii) inform Data Subjects of Personal Data Breaches, (iv) carry out data protection impact assessments, and (v) carry out prior consultation with competent supervisory authorities before Processing.

4. Security of Processing

4.1 We will implement appropriate technical and organizational security measures in accordance with Data Protection Regulations to ensure a level of security appropriate to the risk.

4.2 We are only responsible for implementing appropriate technical and organizational security measures in accordance with Section 4.1 that are within our actual control.

4.3 We will notify you without undue delay after becoming aware of a Personal Data Breach (as defined in Data Protection Regulations).

4.4 If you do not notify the Data Subjects of a Personal Data Breach, thereby failing to comply with Data Protection Regulations, and a competent supervisory authority subsequently orders us to remedy such failure, you shall compensate us for any costs related to complying with such supervisory authority’s decision.

5. Audit (inspection)

5.1 We will make all information available to you that is necessary to demonstrate compliance with the obligations set out in the Privacy Addendum. You, or any auditor mandated by you, are entitled to conduct audits, including inspections, of our compliance with the Privacy Addendum one time per year during normal business hours. Such audit shall be preceded by at least thirty (30) days' prior written notice from you, in which the content and the extent of the audit shall be specified. The purpose of such audits shall be to verify our compliance with the obligations set out in the Privacy Addendum. The content and extent of an audit may not exceed what is necessary to achieve the purpose of the audit. Unless the parties have agreed otherwise in writing, the inspection may only be conducted if an audit in accordance with Data Protection Regulations cannot be completed through the provision of information by us. Any costs relating to an audit shall be at your expense. Our reasonable costs relating to such audit may also be charged to you.

5.2 An audit in accordance with Section 5.1 requires that you, or the auditor appointed by you, have agreed on necessary confidentiality undertakings and complies with the security measures of Volvo CE at the site where the audit shall be performed. Furthermore, the audit shall be carried out without unreasonably disturbing our business or risking the protection of third parties' information. Any information collected in connection with the audit shall be deleted immediately after the completion of the audit or as soon as the information is no longer required for achieving the purpose of the audit.

6. Sub-processors

6.1 You provide us with a general authorization to engage Sub-processors for the Processing of Personal Data.

6.2 We will inform you of any plans to engage new Sub-processors or replace Sub-processors which could, according to us, severely negatively impact your business operations, in order for you to be able to object to such changes.

6.3 If we engage a Sub-processor for Processing Personal Data on behalf of you, equivalent data protection obligations as set out in the Privacy Addendum shall be imposed on that Sub-processor by way of a contract. We will at all times remain fully responsible for all obligations, acts and omissions of any Sub-processor to the same extent as if performed or not performed by Volvo CE itself.

7. Processing of Personal Data in countries outside of the EU/EEA

We may transfer Personal Data to countries outside of the EU/EEA. If a transfer to a country outside of the EU/EEA is relevant, we shall ensure that appropriate

safeguards are provided in accordance with applicable Data Protection Regulations. Such appropriate safeguards may include, but are not limited to, Volvo CE entering into a contract with a Sub-processor based upon the EU Commission's standard contractual clauses for the transfer of Personal Data to a country outside the EU/EEA.

8. Liability

8.1 You are responsible for all direct or indirect damage caused by Processing of Personal Data under the Privacy Addendum that is in breach with Data Protection Regulations. To the extent permitted by applicable laws, our total liability for any damage or loss of any kind (regardless of how it was caused and including any damage or loss caused by negligence) under or in connection with the Privacy Addendum shall be subject to the limitation of liability in the Terms.

8.2 You shall hold us harmless if and to the extent we are held liable by a Data Subject or other third party (including claims from supervisory authorities) for unauthorized or unlawful Processing of Personal Data (including where liability has arisen from your instructions) unless such liability has arisen as a consequence of our failure to perform our obligations under the Privacy Addendum.

8.3 This Section 8 shall survive the termination of the Privacy Addendum, regardless of the reason for termination.

9. Term

This Privacy Addendum will remain in full force and effect until we cease to Process Personal Data on behalf of you according to the Terms.

10. Dispute resolution and applicable law

10.1 This Privacy Addendum (including Section 10.2) shall be applied and interpreted in accordance with the laws of the country defined in the Terms.

10.2 Any dispute concerning the interpretation or application of the Privacy Addendum shall be settled in accordance with the provisions on dispute resolution in the Terms.