



General Purchasing Conditions 2015

Orders: procedure

1. Unless otherwise stated in writing, the following general purchasing conditions (the "**General Conditions**") shall apply to all of the orders for goods and services (hereinafter, the "**Goods**") made by Scania Hispania, 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 the contracts or agreements signed related to any purchase made by the Company.

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

2. If, in the confirmation of an order or in the invoice, the seller has specified regulations which 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 they have been specifically accepted in writing by the Company.

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

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 Goods.

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 Goods 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 Goods 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 goods purchased. The documentation must be written in Spanish.

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 goods supplied by the seller must be equipped with the protective devices prescribed by the Spanish 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 EU's safety requirements.

The seller shall be responsible for ensuring that all aspects of the designs comply with the legal requirements in Spain and in the EU and must provide the Company, at no cost to itself, evidence of this compliance (i.e., 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 its final audit. It is the seller's duty to account for the material supplied at the Company's request and, in any case, for the verification of the products delivered.

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 Contract.

Packaging, transport and labelling

12. The seller will deliver the Goods together with the appropriate packaging. In the event that the Goods or any of the Goods' components could cause damage to the environment, they must be packed and marked in accordance with the requirements established by the Spanish authorities.

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

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

Any costs that result from the seller and/or their subcontractors failing to follow the instructions in the order or the conditions regarding dispatch, packaging, marking etc., shall be paid by the seller.

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 check the seller's production work at any time by inspecting their operations, taking samples or by means of any other examination that the Company considers necessary. Notwithstanding the foregoing, the performance of quality control checks on its production work shall not limit the seller's contractual responsibilities in any way.

If the seller subcontracts all or part of the production work in accordance with the terms envisaged in section 59 below, the seller must ensure that the subcontractors allow the Company to carry out quality control inspections in accordance with the terms stated in the previous paragraph.

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

14. The seller must not make changes to the quality or delivery of the Goods without the prior written consent of the Company.

Dispatch documents

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

Delivery date

16. The Goods must be delivered on the date(s) stated in the order. In the event that the date(s) of delivery is not specifically stated in the order, it shall be understood that the Goods must be delivered within ten (10) days of the date of 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. In this communication, 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 consent.

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

If the delay to the delivery of all or some of the Goods caused by one of the issues mentioned in section 54 below exceeds three (3) months, or if it is expected to exceed three (3) months, each contracting party shall have the right to terminate the Contract without incurring any liability.

20. In the event of a delay to the delivery of all or some of the Goods that is predictable to the Company and that results from 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 Contract in whole or in part.

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

22. In the event that the delivery is delayed for any reason other than those listed in the section 54 below (Force Majeure), if the delay is not due to an action or non-fulfilment by the Company, the Company shall be entitled to demand a penalty from the seller equivalent to zero point five (0.5) percent of the total value of the order for each week of delay or part thereof. Notwithstanding the foregoing, the total penalty may not exceed twelve (12) percent of the total value of the contract.

In the event that the purchase is cancelled by the Company due to a delay, the Company shall be entitled to demand a penalty from the seller for each week of delay or part thereof between the date on which the delivery should have taken place and the date of cancellation of the order due to the delay; 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 will 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 for it that is acceptable to the Company.

Unless a different period is agreed, payment shall be made within sixty (60) days of the date of delivery of the goods. The payment of late-payment interest shall be calculated in accordance with the laws of Spain. The price must include the total amount payable by the Company and in no case shall it be obliged to pay additional amounts under any circumstances (in particular, related to the payment of taxes, social safety contributions or other contributions for the seller's employees, fees or expenses related to the issuance of invoices), apart from the applicable tax payable by the Company in accordance with the law.

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 original date.

26. Any price change as a result of changes to the Goods 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 Goods 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 shall be accepted that refer to more than one order or request that is issued more than thirty [30] days after the delivery of the corresponding Goods.

28. The invoice must include (i) the name of the Company and the address and Tax Identification Code of the seller, (ii) the billing address, the order number and the contact person at the Company, (iii) the name of the Goods included in the delivery, (iv) the price agreed (for each line item and in total) and the terms of payment in accordance with the provisions of the General Conditions, (v) the value added tax, (vi) the date of delivery agreed, (vii) the amount / number of goods 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. 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 shall 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 Goods. 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 is owed and to suspend the delivery of the Goods until the dispute is resolved.

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 and at its own expense, in the manner described below.

However, the seller's guarantee shall not cover defects or faults in the materials or designs prescribed by the Company, as long as the seller has reported these defects or faults in the materials or the design to the Company. If the seller considers that it is not appropriate or that it is clearly inadequate to manufacture the Goods in accordance with the tender documentation provided, or in accordance with the drawings or technical regulations received, it must notify the Company immediately.

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 delivery. The guarantee period is in effect for the period specified regardless of the operating life of the Goods covered by the guarantee.

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 Goods for the purpose for which they are intended, under reasonable conditions of use and maintenance. The seller's guarantee commitment 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 permission, or due to normal wear and tear caused related to their use, or due to incorrect repairs carried out by the Company.

32. If, as a result of the provisions of the aforementioned section 30, some or all of the Goods need to be repaired, exchanged or replaced, the seller shall be responsible for their repair, exchange or replacement in accordance with the same rules as those established for the original Goods.

The guarantee period specified in section 31 above shall be extended for the period of time that the Goods can not be used due to the faults or defects described in section 30.

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 and the seller shall be responsible for any related expenses.

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 Contract 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 Goods delivered shall apply in the event that the defective Goods do not represent all of the Goods that are the object of the Contract.

Lack of stock

36. The seller must give written notice to the Company's 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 which products or components will cease to be manufactured or sold.

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

Violation of the rights of third parties

37. The seller guarantees that the use or resale of the Goods 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 received from the Company. If there is a violation of rights that the seller is responsible for, the seller must indemnify the Company and its customers for any damages that they suffer due to this violation. 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 Goods that are the object of this Contract do not require the payment of any license or fee other than as envisaged in the General Conditions; and (ii) all of the rights, licenses, permits, authorizations and approvals necessary for the delivery of the Goods to the Company have been obtained and will remain in force during the period of validity of the Contract. In the event of a breach of any of the aforementioned conditions (i) and (ii), the seller shall not use the good or service in question within the framework of the Contract without the prior consultation and written consent of the Company.

38. In the event that the use of the Goods 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 good or component; or (ii) replace it with a better or equivalent component that does not violate the rights of third parties, or (iii) modify the good or component in such a way that it does not infringe the rights of third parties without altering its function.

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 of a safety fault or defect in the Goods delivered. In the event that a third party makes a claim against the Company, the seller must be notified within a reasonable amount of time. At the Company's request and if the Company so decides, the seller must indemnify and compensate the Company for any costs incurred in its defence or it must pay the costs of defending the Company (including in this context, companies that trade with the Company's products) and indemnify the Company for any damages suffered or other compensation applicable.

The seller shall not be liable for the lack of safety of the Goods if the safety defect that causes the damage is caused by the Company's materials, design documents or technical requirements.

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

The contracting parties shall provide each other any relevant information regarding product liability claims, preparing the corresponding reports regarding damages for the insurance company without unreasonable delays.

Staff. Independence of the parties

41. The seller shall be responsible for the recruitment of all of the staff working on the delivery of the Goods that are the object of the Contract, as well as the payment of their wages and salaries, their management and compliance with all of the obligations related to labour, tax, Social Security and health and safety at work for these staff, and the Company shall not take responsibility for any of these items unless they are legally required to do so.

The Company may, at any time, require the seller to provide evidence that it is up-to-date with these obligations, particularly with regard to the payment of wages, Social Security and tax payments.

42. Furthermore, the seller must strictly comply with the provisions of the documentation regarding the information to be provided to external staff about the risks that affect external companies, in force at each moment in time, which shall be provided by the Company at all times. ¹

In the event of non-fulfilment, the Company may prevent the seller's staff from gaining access to its facilities and it may rescind the Contract at any time.

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 Goods 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 Contract in force (including coverage that the seller may require due to the rules regarding its liability for defective products) in accordance with standard market terms and with reputable insurers.

At the request of the Company, the seller must provide documentary evidence of the existence and validity of this insurance.

Right of access for auditing

46. The seller must provide assistance (free of charge) to the Company, its auditors and any public authority, including regulators, and provide access to its employees and the information in its files when requested to do so in a reasonable manner in order to carry out the audits and inspections of the seller and its subcontractors that are necessary in order to verify its compliance with its obligations under the General Conditions, the continuity of the business, financial aspects and any other matter required by the regulatory authorities.

The right of access shall last during the term of the Contract 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 case.

Confidentiality

47. Each party shall be responsible for ensuring that none of the information, whether oral or written, obtained from the other party as a result of this Contract 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 by virtue of the Contract (and it has documents that can prove that) or (c) the Confidential Information disclosed entered the public domain due to reasons unrelated to the party.

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 Contract and 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 Contract immediately and without paying any compensation.

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

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

53. Either party may terminate the Contract, 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 contract.

Grounds for exemption (Force Majeure)

54. The seller shall be exempted from the obligations undertaken in this Contract if any of the following circumstances occur which prevent compliance with the obligations undertaken by the seller in the Contract 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, confiscations, revolts and uprisings, and general restrictions on the supply of the materials or products required for the manufacture of the Goods caused by any of the circumstances mentioned in this section.

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 Goods that are the object of the Contract 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 contract 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 Goods paid for but not delivered) due to the seller by virtue of this Contract against any credit that the Company or any of its group companies has with the seller for any reason. For these purposes, the Company shall be entitled to move or transfer its credit to any of the companies in its 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 all or part of its obligations by virtue of this Contract 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 Contract and the orders to any third party.

The seller may not partially or totally assign the rights and obligations resulting from this Contract or any order to any third party. In accordance with the foregoing, the seller may not assign its right to receive the payments for this contract or for any order.

Notifications

61. Any notifications that must or that may be delivered by virtue of this Contract and the General Conditions 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 that they are sent.

Any correspondence between the seller and the Company must include the number of the order that they refer to.

Any changes to the address used for the notification of the seller must be carried out as envisaged in this section.

Legislation and arbitration

62. The validity and interpretation of this Contract and all of the relationships between the parties related to the performance of this Contract and the orders made based on it shall be governed by ordinary Spanish legislation. In the event of a dispute between the parties related to the Contract or the orders made, which the parties are unable to resolve in good faith, the parties expressly renounce their own jurisdictions and agree to submit themselves to the courts of the city of Madrid (Spain).

63. Neither of the contracting parties may cease to fulfil the obligations they have undertaken in this Contract based solely on the existence of proceedings.

San Fernando de Henares (Madrid), January 2015.

SCANIA HISPANIA, S.A.

Accepted and approved by the seller

Company:

Name of Signatory(ies):

Position(s):

Date:

Stamp: