

Ordering

1. Unless otherwise agreed upon in writing, the following general purchasing regulations are to apply to all orders submitted by Scania CV AB, hereinafter referred to as the company, and agreements signed relating to purchasing, hereinafter referred to as the Agreement.

2. If, in the confirmation of order or the invoice, the selling party has specified regulations which are contrary to the instructions given in the purchasing conditions in the company's order, the company's conditions still apply even if the company has failed to make objections to such regulations.

Terms of delivery

3. 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 indicated recipient.

Drawings and descriptions

4. Those drawings, models, tools and technical documents, in all forms of media, relating to the manufacture of the goods or part thereof, or the implementation of services handed over to the selling party by the company, shall remain the property of the company. They must not be used, copied, or reproduced by the selling party for any other purpose than internal use in connection with a tender or delivery to the company, neither must they be handed over to or brought to the attention of a third party unless the company has first given its approval.

5. Those drawings and documents which have been handed over by the selling party to the company shall remain the property of the selling party. They must not be copied or reproduced by the company to any greater extent than what is necessary to have control of the delivery or part thereof, for installation of the goods delivered, or to ensure their correct use and maintenance (including running repairs), neither must they be handed over to or brought to the attention of a third party unless the selling party gives his approval.

6. Unless otherwise agreed upon, the selling party shall supply the company, free of charge and at the latest in connection with delivery, with technical documentation that is sufficiently clear and detailed to enable the company to implement installation, starting up, operation and maintenance (including running repairs) of all parts of the goods. The documentation should be written in Swedish.

Delay in delivery of the technical documentation is to be compared with other forms of delivery delays.

Safety instructions and other legal requirements

7. The goods supplied by the selling party should be provided with protective devices prescribed by the Swedish authorities, and also offer satisfactory protection against ill-health and accidents. If higher requirements have not been agreed upon, at least the EU's relevant safety requirements must be complied with.

The selling party is responsible for ensuring that the design in other respects conforms with current legal requirements in Sweden and within the EU, and is also obliged to supply, free of charge, prescribed documentation concerning this, such as a certificate for CE-marking.

The company's material

8. Unless otherwise agreed upon, the material supplied by the company is to be delivered free of charge to the selling party's address for the production location. If not stored separately, the material supplied must be possible to identify as is the property of the company by marking, identification plate, or similar identification. It must be subjected to reasonable inspection and care until a final audit has taken place. It is the duty of the selling party to account for the material supplied on request, but at the latest in connection with final delivery.

In the case of possible levy execution, bankruptcy, or equivalent, it is the duty of the selling party to inform the company immediately of any such occurrence, and to protect the company's right to this supplied material by presenting the Agreement.

Packaging, transportation and marking

9. The selling party is to provide the goods with suitable packaging. Goods harmful to the environment must be packed and marked in accordance with current requirements set by the authorities in Sweden.

The stated prices are valid, including package, unless otherwise agreed upon.

The goods shall be marked in accordance with the company's instructions.

Costs arising from the selling party or his sub-contractors failing to follow the instructions given in the order or regulations concerning dispatch, packaging, marking etc., are to be borne by the selling party.

Quality assurance

10. Unless otherwise agreed upon, testing is to be performed in conformity with the standards that are generally valid within the relevant branch of industry.

The company shall have the right to monitor at any time the selling party's manufacturing to inspect operations, to implement sampling, or to make other necessary examinations. In itself, monitoring such as this does not impose any limitations of the selling party's contractual responsibility.

The selling party shall also reserve for the company a similar right to monitoring when the selling party transfers manufacturing or part thereof to sub-contractors.

The selling party is obliged to provide the company with information required for assessing the quality of the goods.

11. After an Agreement has been entered into, the selling party must not make any changes in the delivery of goods agreed upon without written approval from the company.

Delivery documents

12. Delivery documents shall be issued and enclosed with the goods. Delivery document shall state i.e. goods address, company order number, company part number, description of the goods and ordered quantity.

Delivery date

13. The goods shall be delivered on the date(s) stated in the order. Provided no such date(s) is stated, the delivery date is considered to run from the day when the company notifies the selling party that a written order will be given.

14. If the selling party finds that the agreed delivery date cannot kept, or if it is probable that there will be delay, the selling party must notify the company of this without any delay and in writing. The selling party must then state the reason for the delay and also the date when the delivery is expected to be made. Such notification does not relieve the company of any right to consequences of such a delay.

15. Delivery in advance is subject to prior agreement with the company.

16. If delay is due to an occurrence mentioned in section 37, or is it the consequence of an action by the company or any failure on the part of the company, the delivery date shall be extended by a reasonable period, taking into account the circumstances.

If a delay caused by an occurrence mentioned in section 37 has been more than three months, or can be expected to be at least three months, each contracting party is entitled to cancel the Agreement without incurring any liability.

17. In the case of a delay in delivery (part delivery) which is predictable for the company and resulting from the fact

that the selling party has neglected essential duties, such as failure to start up the work in time or to adopt necessary measures for the delivery to be completed within the correct period of time, the company always has the right to cancel the Agreement in full or in part.

18. If part delivery is agreed upon, the company may cancel the Agreement in its entirety in the event of a delay if the different part deliveries have such a connection with each other that it would damage the company to complete the Agreement in full or in part.

19. If delivery (part delivery) is delayed by any other reason than given in section 37, and is not caused by any action or failure on the part of the company, the company is entitled to penalty. This penalty shall amount to 0.5 per cent of the total value of the Agreement for each commenced week of delay. However, the total penalty must not exceed 12 per cent of this value.

The information given in the first paragraph is also to be valid in the event that the purchase has been cancelled on account of delay in delivery, for the period of time up until cancellation; in this case, however, the company is also entitled to higher damages.

Payment and prices

20. Payment shall be made in accordance with the conditions that have been agreed upon between the parties. If an advance payment has been agreed upon, it is the duty of the selling party to provide a security approved by the company for this.

Unless otherwise agreed upon, payment shall be made within 60 days from the date the company has received an invoice which is in accordance with Sections 23 and 24 below or from the delivery date, whichever comes later. Delay interest is to be calculated in accordance with Swedish law. The company will not pay an invoice fee, administration fee, or any other similar supplementary amounts.

21. Prices are firm fixed and shall thus not be adjusted in line with an index or exchange rate or otherwise.

If a variable price has been agreed upon, a delay in delivery or delivery before the agreed date must not give rise to a higher final price by the application of a price variation clause than what would have been valid for delivery at the right date.

22. Compensation for changes made to the goods delivered is given only when a written agreement has been reached concerning this.

Invoicing

23. The selling party shall issue one (1) invoice for respective order/order number. Invoices shall be sent to the company in accordance with the invoicing address stated on the order.

24. The invoice shall always be in accordance with the Scania Invoice Directive, and shall include *inter alia* (i) the company/name, address, VAT-number and organization number of the selling party, (ii) invoicing address, reference to order number and contact of the company, (iii) designation of goods/service under the relevant delivery, (iv) agreed price (for respective position in the order and in total), (v) value added tax, (vi) agreed date of delivery, (vii) quantity/number covered by the relevant delivery and (viii) Scania's part number.

25. The selling party understands that invoices not specified in accordance with sections 23 and 24 cause costs for the company for which the company may request compensation from the selling party. An invoice which is not in accordance with the requirements set forth in sections 23 and 24 above will be returned by the company to the selling party for correction.

Warranty

26. If there are any defects or faults in the design, material, manufacturing process, or function, the selling party is to

rectify these defects/faults under warranty responsibility at his own expense by applying the regulations stated below.

The warranty commitment of the selling party does not, however, refer to defects or faults in materials or design prescribed by the company which the selling party should not have brought attention to. If the selling party finds it very inconvenient or obviously unsuitable to manufacture goods in accordance with the procurement documents provided, or drawings or technical regulations received later, he shall notify the company of this immediately.

If the selling party's design has been changed or modified on the basis of a proposal from the company, the selling party is responsible for this, as for its own design, unless otherwise agreed upon.

27. The warranty commitment of the selling party as set out in section 26 is limited to faults that arise within two years from the approved delivery. The warranty period is valid irrespective of the operating time of the goods.

The warranty commitment of the selling party as set out in section 26 refers only to faults that arise in connection with correct handling of the goods for the intended purpose while reasonable caution is observed. It does not cover faults caused by incorrect maintenance, incorrect storage, or incorrect installation on the part of the company, changes made without approval by the selling party, normal wear and tear or deterioration, or incorrect repair carried out through the services of the company.

28. If an application of the regulations described in section 26 means that parts of the goods are treated, changed, or replaced, the selling party is responsible for the parts in accordance with the same regulations as apply to the original goods.

The warranty period specified in section 27 is extended by the amount of time the goods are not usable as a result of faults described in section 26.

29. After receiving information from the company concerning faults referred to in section 26, the selling party is to remedy the fault immediately and at his own expense. If the fault is of such a character that it is not suitable to remedy it at the set-up location, the company is to facilitate execution of the work by returning faulty parts to the selling party for treatment, changing, or replacement, at the selling party's expense.

30. If the selling party has failed to remedy faults described in section 26 within a reasonable period of time after the company has informed about the fault, the company has the right to cancel the Agreement if the fault is of a substantial magnitude. With failure on the part of the selling party to remedy faults, the company always has the right to remedy the fault at the risk and expense of the selling party, or demand a reduction of the purchase sum corresponding to the fault, or withhold a corresponding amount in a settlement of another demand from the selling party to the company that is due for payment.

31. Relevant parts of sections 26-30 concerning faults in the goods is to apply when the goods are not of the full amount, but, according to what the company has to assume, have been delivered by the selling party as being of the full amount.

Infringement

32. The selling party guarantees that the company's, and its customers', use or sales of the goods do not tend to any infringement of patent rights, copyright, design rights, trademark rights, or other similar rights. The selling party is not responsible for infringement to the extent it is due to design documents or technical specification received from the company. In the case of infringement for which the selling party is responsible, the selling party shall indemnify the company, including its customers. According to the choice of the company, the selling party is to compensate the company for costs incurred with defence, or at his own expense defend the company and its customers against infringement claims, and give compensation for damages etc. that may be imposed, or compensate the company for the corresponding costs. One contracting party shall notify the other party without any reasonable delay if an infringement claim is raised or can be expected to be raised, and shall help the other with such information as can be regarded as being of significance to meeting requirements.

Trademarks

33. The selling party has no right to use for any purposes what so ever, the company's trademarks, including logotypes and corporate identity, without the company's prior written agreement thereto.

Product liability

34. The selling party is responsible for damages incurred to an external party as a result of a lack of safety with the goods delivered. If a third party makes a claim for compensation from the company, the selling party shall be notified of this without unreasonable delay. According to the choice of the company, the selling party is to compensate the company for the costs incurred with defence, or at his own expense defend the company, which in this context refers also to companies which market the company's products, and also indemnify the company by giving compensation for costs of damages, or other compensation arisen.

The selling party is not responsible for lack of safety to the extent that it is caused by materials, design documents, or technical specifications received from the company.

The responsibility of the selling party concerning damage to external party resulting from lack of safety in the goods delivered is valid during the period product liability can be legally claimed from the company.

The selling party shall have a product liability insurance adapted to use of the goods, with international validity during the period of product liability. An insurance policy shall be produced at the request of the company.

The contracting parties shall provide the other with such information as is considered to be of significance for meeting product liability claims, and make the necessary reports of damages to the insurer without unreasonable delay.

Confidentiality

35. A party is responsible for ensuring that information, orally or in writing, supplied by the other parties is not brought to the knowledge of third parties without the prior written consent of the other party. However, Scania may disclose Confidential Information to (i) Volkswagen AG and any legal entity which is directly or indirectly controlled by Volkswagen AG (the "Volkswagen Group") (which shall include Global Truck & Bus Procurement, LLC (the "Procurement JV")) and/or (ii) Navistar Inc. and its affiliates ("Navistar"). Confidential Information may, however, only be disclosed to Navistar for purposes of facilitating negotiations with Scania and members of the Volkswagen Group (including the Procurement JV) of a potential supply relationship with Navistar.

Termination

36. Should an application be made to render the selling party bankrupt, or should negotiations be started up concerning granting contract, moratorium, or equivalent agreement with the selling party's creditors, or should there arise any circumstances, such as unsuccessful levy execution or bankruptcy, or should there arise any information that allows the company to reasonably assume that the selling party will not in future be able to fulfil his agreed obligations, the company has the right to cancel the Agreement in advance unless it does not apply to the goods delivered at the time of cancellation.

Either party shall be entitled to terminate the Agreement, wholly or in part, if the other party commits a material breach of the terms and conditions of the Agreement and neglects to remedy the same within thirty (30) days of receipt of a written demand to that effect (including a description of the alleged breach of agreement).

Grounds for exemption (Force majeure)

37. The following circumstances are grounds for exemption for the selling party if they lead to prevention of compliance with the Agreement or if they become unreasonably burdensome: Labour disputes and other circumstances beyond the control of the selling party such as fire, war, mobilisation or military call-up to the same extent, requisitioning, confiscation, currency exchange restrictions, uprising and riots, and also faults in, or delay of, deliveries from the sub-suppliers caused by grounds of exemption such as these.

The afore-mentioned circumstances are grounds for exemption only if their effects on the compliance of the Agreement could not be anticipated when the Agreement was signed.

Prevention of damage and injury

38. It is the duty of a contracting party who claims that there has been a breach of contract on the part of the other contracting party to adopt all necessary measures to prevent the occurrence of damage or injury, unless he can do so without incurring unreasonable expense or inconvenience.

Off-set business

39. The company reserves the right, on subject to approval has been granted by the authorities concerned, to count on the full value of the goods delivered for own use with respect to current or future indirect compensation commitments in the country of origin of the goods in question. Furthermore, the company shall own the right to replace or transfer this value to a third party of the choice of the company as a reduction from the compensation commitment of such a third party.

Human rights Code of Conduct and Business Ethics

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

Subcontractors

41. The selling party may not hire subcontractors without Scania's written consent. If the selling party hires subcontractors the selling party shall assume the same responsibility for the work of a subcontractor as for his own.

Assignment

42. The selling party shall not be entitled to assign, partially or wholly, the Agreement or order to a third party.

43. The selling party shall not be entitled to assign, partially or wholly, the rights and/or obligations under the Agreement or order to a third party. Accordingly, the selling party shall not be entitled to assign its rights to receive payment pursuant to the Agreement or order.

Arbitration

44. The validity, interpretation and construction of the Agreement and submitted orders shall be governed by and construed in accordance with Swedish law. All disputes arising in connection with the Agreement and submitted orders, and which the Parties can not amicably resolve through negotiations in good faith, shall be finally settled by Arbitration in accordance with Swedish arbitration law. Unless the Parties otherwise agree, such proceedings shall be held in Stockholm and in the Swedish or English language.

45. A contracting party may not cancel obligations agreed upon with reference only to arbitration process being in progress.

Södertälje, March 2018.

SCANIA CV AB