

General Terms and Conditions for Driver Training and Coaching Terms

1. Scania shall provide fleet management, driver training, driver coaching and/or other connected services (“the Services”). Certain of those Services may relate to vehicles, engines and other products (“the Products”) operated by the Customer.
 2. The identity of such Products covered by Services, as well as the range of Services activated for each of them are set and formalised through Customer orders or instructions according to normal Scania ordering routines as applicable from time to time and duly communicated to the Customer.;
 3. The scope, content, features, and availability of relevant Services as well as Scania undertakings of Service maintenance and support (where applicable) is defined separately by Scania in service descriptions as made applicable by Scania from time to time and communicated to the Customer. Such service descriptions shall form integral parts of this Agreement.
 4. The General Terms and Conditions for Subscription to Scania Driver Services as made applicable from time to time by Scania and duly communicated to the Customer (the currently valid version of which the Customer has received a copy of and read through as at this date) shall also apply to this Agreement and to all Services provided accordingly.
 5. All of the foregoing clauses shall apply vis-à-vis any provider of Services from within the authorised network of Scania distributors, dealers and/or workshops.
 6. The Customer will immediately notify Scania when a Product is no longer operated by the Customer (for instance due to sale or other transfer of ownership to it, termination of a lease contract covering the Product, or the Customer letting it to a third party).
 7. Where Scania collects personal information about the Customer in the course of providing the Services, Scania shall collect, use, disclose and store the personal information of the Customer provided by the Customer in accordance with the Scania New Zealand Privacy Policy.
 8. The Scania Privacy Policy detailing how Scania handles personal information is available upon request or by accessing Scania’s website www.scania.co.nz. The Customer may request access to information held about it by contacting the Scania Privacy Officer. Terms used in this Scania Communicator Privacy Form have the same meaning as the corresponding terms used in the Scania New Zealand Privacy Policy.
- 8.1 **The entity collecting the personal information:**
The identity and contact details of Scania are as follows: privacyofficer@scania.co.nz
 - 8.2 **Circumstances of collection:**
Scania has collected personal information about the Customer from information provided by the Customer at the time of entering into the General Terms and Conditions for Subscription to Scania Driver Services.
 - 8.3 **Purposes of collection:**
Scania collects personal information for the purposes set out in the Scania Privacy Policy.
 - 8.4 **Consequences of not providing Scania with the personal information:**
If the Customer does not provide some or all of the information requested by Scania, Scania may not be able to accept your application to be provided with the Services.
 - 8.5 **Purpose of disclosure:**
In order to undertake the management and administration of Scania’s business, being:
 - a) to provide services to Scania’s customers in providing them with new trucks, used trucks, or the servicing of existing vehicles, or providing them with the Services;
 - b) to provide Driver Services to customers;
 - c) to provide Driver Services Information to other Scania services or departments including (but not limited to):
 - Scania Fleet Management Service – Monitoring and Control
 - Scania Driver Development – Driver Training and Scania Optimise
 - (Driver Coaching);
 - Contracted Services – Repair and Maintenance, and
 - Flexible Maintenance;
 - Scania Assist – Remote Diagnostics;
 - Sales Support Pre-sales Process; and
 - Future Vehicle Technology (Autonomous, Platooning, etc);
 - d) to assess applications by individuals for commercial credit;
 - e) to provide Scania customers with marketing information, and also to invite customers to functions, special events and customer program launches and also to provide Scania customers with opportunities for travel;
 - f) to conduct Scania’s business;
 - g) to comply with Scania’s legal obligations; and
 - h) to help Scania manage and enhance its business
- 8.6 **Who will the information be disclosed to?**
The types of organisations to whom Scania may need to disclose the Customer’s personal information to include:
 - a) third parties who Scania engages to do work on its behalf;
 - b) consultants Scania engages, such as lawyers, accountants, and other advisors;
 - c) organisations involved in a transfer or sale of all or part of Scania’s assets or business (including accounts and trade receivables);
 - d) organisations involved in managing Scania’s funding functions;
 - e) a credit reporting agency;
 - f) an investigator, lawyer or recovery agent;
 - g) regulatory authorities, if required by law; and
 - h) anyone else to whom the individual authorises us to disclose it.
 Scania will only disclose the Customer’s personal information to these organisations to enable them to undertake specified management, administration and advisory services.
 - 8.7 **Overseas disclosure:**
In order to provide the Customer with Scania’s Services, Scania may send the Customer’s personal information to a related body corporate in Sweden. Scania will not send personal or sensitive information to recipients in a foreign country that is not subject to an information privacy scheme similar to the New Zealand privacy regime without the consent of the Customer.
 - 8.8 **The Customer’s rights:**
The Customer may:
 - a) request access to information held about it; and
 - b) complain about a breach of the APPs, and find out how Scania will deal with a privacy complaint, by contacting the Privacy Officer using the contact details set out above.
 - 8.9 **Marketing material:**
Scania may use the information received from the Customer to send marketing material from time to time, unless the Customer elects not to receive the material. Scania will not provide the Customer’s personal information to any third party other than in accordance with the Scania New Zealand Privacy Policy.

1 DEFINITIONS

- 1.1 "Agreement" means the agreement for Subscription to Scania Driver Services, entered into between Scania and the Customer, including these General Terms for the same, which shall constitute an integral part of such agreement, and any other special terms and conditions agreed therein.
- 1.2 "Charges" means the fees that are charged (where applicable) by Scania for the Services and for administration in connection with the provision of the Services.
- 1.3 "Customer" means a physical or legal entity holding a Subscription for Services.
- 1.4 "Customer Data" means the Personal Information relating to the Customer that is collected by Scania, in the course of providing the Services.
- 1.5 "Equipment" means Hardware and Software.
- 1.6 "General Terms" means these General terms and Conditions for subscription to Scania Driver Services.
- 1.7 "Hardware" means the computers and other equipment meeting with the system requirements set out in these General Terms (including but not limited to clause 6.1) , any other part of the Agreement or the Service Description(s), or as otherwise approved by Scania according to its normal routines, for use in connection with the Interfaces and/or Services.
- 1.8 "Interfaces" means all relevant interfaces for connecting to Scania fleet management or other systems through which Services are provided, such as the Scania Fleet Management Portal, the Scania Portal, mobile apps, Scania communicators, or other wireless communication or similar interface.
- 1.9 "Operator" means the telecommunications operator company which Scania may co-operate with when offering Subscriptions to Customers.
- 1.10 "Operator Network" means the Operator's communications network, which Scania and the Customer use for communication between the Product(s) and Scania servers through the Interfaces.
- 1.11 "Personal Information" has the same meaning as the definition of this term in the Scania New Zealand Privacy Policy, and includes (but is not limited to) any personal information relating to an individual (for example, a driver), which can be used to identify that individual.
- 1.12 "Price List" means the list of relevant Charges determined by Scania in respect of the Subscription and Services, as applicable from time to time.
- 1.13 "Portals" means the Scania Fleet Management Portal and the Scania Portal and any other portals, through which the Services are provided.
- 1.14 "Product" shall mean a Vehicle, engine or other product that is covered by one or more Subscriptions to Services according to the

main contract form (as updated from time to time according to these General Terms).

- 1.15 "Scania" means the company with which the Customer has signed an Agreement.
 - 1.16 "Scania New Zealand Privacy Policy" means the document which sets out Scania's policies and procedures for the management and protection of personal information in accordance with its obligations under the Privacy Act 1988 (Cth), as amended from time to time.
 - 1.17 "Scania Group" shall mean all Scania Group Companies taken as a whole.
 - 1.18 "Scania Group Company" shall mean a company within the corporate group of Scania CV AB according to the applicable corporate laws of Sweden.
 - 1.19 "Services" and "Driver Services" and "Scania Driver Services" means any service Scania offers through its computer Interfaces including without limitation services relating to: fleet management and driving which are more particularly defined in the contractual arrangements between the parties relating to the particular service.
 - 1.20 "Service Description(s)" shall mean the description(s), as applicable from time to time, of the scope and contents of as well as the accessibility of the relevant Service(s).
 - 1.21 "Software" means the requisite computer programs, Product embedded code, or other software meeting with the system requirements set out in these General Terms, any other part of the Agreement or the Service Description(s), or otherwise approved by Scania according to its normal routines, for use in connection with Hardware, the Interfaces and/or the Services.
 - 1.22 "Subscription" means a subscription for one or more Services.
 - 1.23 "User" means a physical entity or an individual, who is either the same as the Customer, or specified as "User" in the Agreement, or separately mandated by the Customer to use the Product(s), connect to or through the Interfaces, or utilise any of the Services.
 - 1.24 "Vehicle" shall mean a vehicle that is covered by one or more Subscriptions to Services according to the agreement (as updated from time to time according to these General Terms).
- ## 2 THE AGREEMENT
- 2.1 The Agreement and the Service Descriptions, along with any Customer specific settings or instructions confirmed as according to normal Scania routines, shall exclusively govern the right of use of the Interfaces, the Subscription to Services and provision of the same by Scania.
 - 2.2 These General Terms as well as any special terms agreed to by the parties for purposes of the Services shall constitute integral parts of the Agreement.

- 2.3 The Customer shall sign the Agreement, including a reference to a specification of the Subscription, the Service Description(s), these General Terms, and any supplementary services to be included in the Agreement.
- 2.4 The Customer shall always ensure that each User observes, and acts in compliance with all parts of the Agreement as applicable and amended from time to time.
- 2.5 Scania shall be notified immediately of any change to the Customer details.

3 CONDITIONS PRECEDENT

- 3.1 The validity of the Agreement is conditional on;
 - a) it having been subsequently signed also by the Customer, if initially signed only by a User;
 - b) the Customer having been approved as credit worthy in Scania's credit worthiness check pursuant to the Agreement, provided though that the Customer has signed up for Services to be paid for and that Scania has not explicitly waived this condition; and
 - c) no other reason materialising (during relevant know-yourcustomer or credit worthiness checks or otherwise in connection with entering into the Agreement) for Scania to suspect that the Customer's ability to fulfil obligations according to the Agreement may be impaired, or to deem itself prevented from pursuing a commercial relationship with the Customer.
- 3.2 Until all of the above is satisfied in full, Scania shall be entitled to either postpone start-up of the Subscription(s) to the Customer or limit the use of Services to a certain territory or a certain data volume. Consequently, start-up of Services to the Customer shall to no extent be construed as a waiver by Scania of any of the conditions precedent.

4 USERS AUTHORITY TO USE THE SUBSCRIPTION AND THE SERVICES.

- 4.1 The Customer hereby authorises and is responsible for the acts of the User in respect of the Subscription and the Services.

5 PAYMENT

- 5.1 During the term of the Agreement, the Customer is liable to pay (where applicable) all Charges for the Subscription and Services according to the Price List. Payment shall be made against invoice, monthly in advance and in New Zealand Dollars, unless otherwise agreed. Scania has the right to charge an invoicing fee. The Customer shall immediately notify Scania if the invoice is incorrect.
- 5.2 Unless otherwise agreed in writing, payment shall be made no later than twenty (20) days after invoice date (which will normally be at the end of a calendar month) or, if that is a

- public holiday, the next day that banks are normally open for business in the Customer's jurisdiction.
- 5.3 Invoicing of Charges (where applicable) for Services may be coordinated by Scania so as to balance the effects at start-up and expiry respectively, e.g. by way of not invoicing any Charges for the full month that the start-up date of certain Services occurs in against charging for the full month that the expiry date for the same Services occurs in.
- 5.4 The Customer confirms that electronic invoicing (including, but not limited to PDF invoices and e-Invoices) shall in every respect be considered a satisfactory format valid for payment in connection with the Services or otherwise under the Agreement.
- 5.5 If during any calendar month a Service was unavailable for more than forty-eight (48) hours (whereof at least 24 hours shall have been consecutive) for reasons attributable to Scania, then 1/30 of the monthly Charges are payable per day that such Service could be accessed.
- 5.6 In the event of delayed payment and after Scania's notification thereof, accrued and other Charges for all Subscriptions registered on the Customer shall fall due and be immediately payable.
- 5.7 Use of Services in any other way than provided for by the Agreement will be charged to the Customer in accordance with the applicable Price List.
- 5.8 Scania is entitled to unilaterally change the Price List with effect as from twenty (20) days from prior notice to the Customer to that effect. Such notice shall be sent via electronic or conventional mail, if not provided by hand to the Customer.
- 5.9 In the event of delayed or failed payment, Scania shall be entitled to compensation for payment reminders, debt recovery, collection costs and default interest pursuant to the laws applicable to the Agreement. Scania shall then also be entitled to immediately suspend the Services until such time that payment has been received in full or the Agreement terminated. The Customer is not entitled to reduction in any Charges during suspension periods.
- 5.10 In the event of payment delays exceeding ten (10) working days, Scania shall be entitled to close down the relevant Services with immediate effect and terminate the Agreement in accordance with the provisions stated herein. In such case, the Customer's obligation to pay Charges under the Agreement shall continue during the notice period and following termination of the Agreement.
- 6 TELEMATICS AND EQUIPMENT**
- 6.1 The Subscription and the Services shall only be used together with the following requisite Equipment:
- a) Telematics equipment supporting the Portals for (as applicable) collection of vehicle data, GPS positioning and transfer of information through public networks fitted as part of the vehicle.
 - b) Computers supporting the Portals and from time to time specified by Scania (if applicable including hand-held computers for use in vehicles).
 - c) Software programs for use in computers, either licensed by Scania to the Customer or necessary for the use of the Portals and the Services, and as specified from time to time by Scania to be used by the Customer for purposes of the Services.
- 6.2 The Customer must at its own cost obtain and maintain requisite Equipment as defined herein (as part of either a Product or other equipment acquired by the Customer from Scania, or as independently acquired by, or licensed to the Customer).
- 6.3 For Services involving a Product which is not manufactured by Scania and not equipped with a Scania communicator as needed for purposes of the Services, such communicator may have to be connected to the Product through an FMS prepared gateway supplied by the Product manufacturer. Otherwise, functionality and quality of the Services may be impaired or even jeopardised. Whether or not this is applicable to a particular Service is set forth in the relevant Service Description.
- 6.4 In case of interference with Equipment or the Products, or a breach of intellectual property rights of any Scania Group company as related thereto, the Customer shall upon request immediately disconnect such other equipment.
- 6.5 Scania has the right to upgrade or undertake changes in the Services or Equipment supplied by Scania. The Customer shall as far as possible be notified in advance of impending upgrades or changes. If such upgrades or changes result in significant inconvenience for the Customer, the Customer may terminate the Agreement upon giving thirty (30) days written notice, but not earlier than the date on which the change takes effect.
- 6.7 Scania or its supplier shall, both at the time of installation of the Equipment, or for other measures that Scania finds necessary, be given access to the Product(s) or relevant equipment for the time it may take to prepare for the Subscription and Services to be installed, used or closed down.
- 6.8 Scania allocates subscriber numbers or other forms of identification for connection to the Operator Network. Scania may at any time change such identification if required for technical, maintenance or operational reasons.
- 6.9 Tampering or removal, or attempts thereto, with and of a Product's communicator, other telematics equipment or (where applicable) SIM cards as fitted to it is strictly forbidden.
- 6.10 The Customer understands and accepts that upgrades or changes to the Services may change the technical requirements of the Equipment in order for the Customer to use the Services. The Customer is responsible for any such subsequent changes in its Equipment and for any costs related thereto.
- 6.11 Scania is not liable under this Agreement for any costs or damages incurred by the use of the Equipment.
- 7 AVAILABILITY OF SERVICES AND MAINTENANCE OF EQUIPMENT, ETC.**
- 7.1 Scania provides support of the Services through its customer service.
- 7.2 The Portals and Services are normally available on a 24-hour basis. Scania will use all requisite resources to comply with this as far as reasonably possible. Details concerning availability, necessary maintenance, user support and guarantees provided from time to time are set out in the FMP Service Description and the Service Description respectively.
- 7.3 If necessary from time to time to interrupt the Services or access to the Portals due to upgrades, repairs or maintenance of connected equipment, Scania is entitled to make a temporary interruption in the provision of the Services and the running of the Portals.
- 7.4 If a defect arises in the Services, Scania shall rectify it within reasonable time from notification by the Customer. Since the Services are based on a connection to the Internet as well as communication over the Operator Network, connection interruptions or delays do not constitute a defect under this Agreement, and thus will result in no liability for Scania.
- 7.5 In accordance with the Scania New Zealand Privacy Policy, Scania and Scania CV AB shall have a right to access any Personal Information necessary to provide the Services to the Customer, and to provide support activities requested by the Customer or its personnel.
- 7.6 Details concerning Services availability, system maintenance, and user support relating to the Services, Interfaces and Equipment are set out in the relevant Service Description(s).
- 7.7 In case of obstruction, abuse or breach of Customer undertakings of the Agreement from a User's side, Scania may block such User (following permission from the relevant authorities, where required) from access to the Interfaces, Scania systems and the Services so as to avoid further irregularities.
- 8 TECHNICAL, EQUIPMENT OR NETWORK PROBLEMS**
- 8.1 Scania assumes no responsibility for operational issues such as interruptions in the

Operator Network, even if such issues are caused by measures carried out by Scania or the Operator.

- 8.2 Scania is entitled to inspect the Equipment if there is reason to believe that the Equipment has caused disruptions in the Operator Network or been connected in breach of the Agreement.

9 WARRANTY

- 9.1 Subject to clause 9.2, the Equipment fitted as integral parts of the Products are subject to the warranty conditions of the Customer's agreement for purchase of such Products from Scania (as set out in Scania's General Conditions of Delivery and Warranty or otherwise), whereas warranty conditions for Equipment acquired from Scania as spare parts or for retro-fit are covered in the separate parts contract(s).
- 9.2 Nothing in this Agreement operates to exclude, restrict or modify, or has the effect of excluding, restricting or modifying any statutory condition, warranty, guarantee, right or remedy implied by law (including New Zealand Consumer Law) and which cannot be excluded, restricted, or modified.

10 USE OF THE SUBSCRIPTION AND SERVICES

- 10.1 Unless otherwise agreed in writing or set out herein, the Customer may only use the Subscription and the Services for the purposes intended in the Agreement and may not sub-contract, sub-lease or in any other way transfer its rights under the Agreement.
- 10.2 The Customer is entitled upon its own request to change the form of the Subscription, provided that other forms are available. Such change will take effect at such as confirmed by Scania upon the request. Changes shall be formalised according to the normal routines applied by Scania from time to time, and subject to Charges as according to the Price List.
- 10.3 The Customer shall keep in touch with the Interfaces regularly and keep updated on any changes on them or in the Services. Scania's notifications about the Subscription or the Services are sent either by electronic or conventional mail directly to the Customer or are available on through the Interfaces.
- 10.4 The Customer is fully responsible for all data and information that the Customer transfers or downloads via, or stores or saves on, the Interfaces, the Subscription or the Services, or which is communicated through Hardware or Software.
- 10.5 The Customer shall restrict unauthorised access to connected networks or computer resources through the Interfaces, whether belonging to Scania or other parties, and may not access, use, destroy, distort, circulate or pass on information from any aforesaid source without authorisation.

The Customer shall ensure that User IDs, passwords and other access information are not disclosed to unauthorised persons.

- 10.6 The Customer shall comply with national laws, regulations and rules, as well as instructions notified by Scania from time to time, and also generally accepted ethical and moral values when using the Subscription or Services. The Customer may not use the Subscription or Services in a way, which causes inconvenience or damage to Scania or any other party.
- 10.7 The Customer is liable for any action taken by, or breaches of this Agreement hereof caused by persons authorised by the Customer for use of the Subscription or the Services. Scania shall be notified immediately of such incidents.
- 10.8 The Customer shall compensate Scania in full for any claim against Scania due to improper use of the Subscription and Services. The Customer further undertakes to pay for damage caused by use of the Services in breach of the Agreement and to compensate Scania or third parties for the damage caused by the Customer, or for which the Customer is responsible.
- 10.9 Scania is, without prior notice to the Customer, entitled to change the Subscription or Services unless such change significantly affects the access of the Customer to the Subscription or content of the Services.

11 MOVING, TRANSFER, SUB-CONTRACTORS, ETC

- 11.1 The Customer may not transfer or assign the Agreement or the Subscription, whether in whole or in part, to any third person without prior written consent from Scania.
- 11.2 Scania shall have the right to transfer the Subscription or its rights under the Agreement to any other party without the approval of the Customer. Scania may also use sub-contractors, agents and other business partners of its own choice for purposes of providing Services and complying with any undertaking of the Agreement.

12 COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION AND CUSTOMER INFORMATION

- 12.1 Scania will collect, use, disclose and store a Customer's Personal Information in accordance with the Scania New Zealand Privacy Policy.
- 12.2 Scania is entitled to obtain, store and process vehicle data and information about Products. The Customer consents to Scania continuously obtaining information, including in relation to the Customer's credit history or creditworthiness, on the Customer.
- 12.3 Scania is entitled to process the Customer's information through the Internet and use the information for statistics, analyses, advice, marketing, or other purposes and supply

information necessary for the Services to its suppliers or cooperation partners from time to time. The Customer may specifically request the Product information not be used by Scania for processing of statistics, nor for analyses, advice, or other purposes.

- 12.4 Scania is also entitled to process the information stored by the Customer at the Portals in order to provide recommendations to the Customer regarding financing, vehicle sales, sale of insurance, research and development product follow-up and Services connected to fleet management, assistance and maintenance, warranty, security and drivers' training. Scania is entitled to contact the Customer regarding such recommendations.
- 12.5 Scania does not intend under any circumstances to take cognisance of driving order information between vehicle and haulers.
- 12.6 Customer shall ensure that each User and applicable drivers provides consent to the use of personal data in accordance with the relevant legislation in the User's home country before or at the same time as signing the Agreement.
- 12.7 A User may (following permission from the relevant authorities, insofar as such permission is necessary) be blacklisted in order to avoid future problems. 12.8 The Customer agrees to notify Scania immediately of any change to the Customer details given to Scania. 12.9 Scania allocates subscriber numbers or other forms of identification for connection to the Operator Network. Scania may change subscriber numbers or other identification if required for technical, maintenance or operation-related reasons. 12.10 All customer-specific information (e.g. personal data, vehicle data, position and notifications) is available at the Portals for 24 months from the date the information was created (i.e. its initial storage), unless previously deleted by the Customer. After 24 months, information may be deleted by Scania unless otherwise agreed in writing. A prerequisite for availability during such 24-months' period is that the Customer continuously has at least one active Subscription during that period.

13 TERM AND TERMINATION

- 13.1 The Agreement takes effect upon signing by both Scania and the Customer (meaning at the latest such date, if they did not sign together), and then remains in force for a fixed term as defined in the main contract form of the Agreement. However, the Agreement expires on the last day of its term only provided that notice to that effect from either party is received by the other party no less than three (3) months in advance, absent which the Agreement will continue to apply until further notice with a mutual notice period of three (3) months.
- 13.2 The Services will be rendered as from the date when they were registered in the

- relevant Interface(s), unless otherwise agreed.
- 13.3 Notwithstanding anything to the contrary herein, the Customer may terminate the Agreement prematurely at any time, subject though to payment of a termination fee per Product concerned as according to the Price List. Such fees shall not be payable if the Services were included with the Product(s) from Scania, or if early termination is effected due to the contents of this Agreement having been changed by Scania to the significant disadvantage of the Customer. Even if the Customer terminates the Subscription before Scania has invoiced applicable connection fees and the first monthly Charge (where applicable), the Customer is always liable to pay such Charges according to the Price List.
- 13.4 Technological development in the field of telecommunication may necessitate replacement of the Services with other services that have equivalent technical performance and functionality. Scania shall in such cases be entitled to substitute the Services, provided though that the Customer is notified in advance thereof. The Agreement will be considered terminated when Scania actually ceases to provide the Services. The Customer is entitled to receive a refund of any Charges paid in advance for the period that the Customer will not be able to use the Services.
- 13.5 Scania shall be entitled to terminate the Agreement with one month's prior notice if the Customer's connection with the Services has been shut down pursuant to this Agreement.
- 13.6 Scania shall at its own discretion be entitled to suspend (without affecting the Customer's liability to pay any relevant Charges) or terminate the Services in whole or in part, or even terminate the Agreement with immediate effect;
- a) if Charges payable as set out in any part of the Agreement are not timely paid;
 - b) if the Customer refuses Scania to access Equipment as agreed;
 - c) if the Customer, any User or someone else that the Customer is responsible for has in any material respect used the Subscription, Interfaces or Services improperly or in breach of the Agreement;
 - d) if the Customer is in breach of any other obligation(s) as set forth in the Agreement, where such breach is material to Scania or a Scania Group Company;
 - e) if Scania reasonably suspects that the Customer is about to, or may commit a material breach of contract as aforesaid, and the Customer has then not offered security which in the opinion of Scania is sufficient as a safeguard against such risk materialising;
 - f) if equipment has been connected to the Interfaces or any Product in breach of the Agreement, or if equipment has not immediately been disconnected when it should have been disconnected according to the Agreement;
 - g) if the Services, Interfaces and Operator Network are used in a way which incurs costs and/or damages upon Scania or causes Scania, the Operator or any other relevant party significant inconvenience; and/or
 - h) if the Customer suspends its payments, enters into composition negotiations, goes into liquidation, or is declared bankrupt, or if there are other legitimate reasons to believe that such person is insolvent;
- 13.7 Suspension or termination of Services or the Agreement shall always be in writing, unless Scania offers self-service contract management as defined separately.
- 13.8 In case of early termination by Scania as aforesaid of Services or the Agreement;
- a) all accrued Charges (where applicable) for past use and other debts for the Subscriptions concerned shall become immediately due and payable;
 - b) the Customer shall not be liable to pay any future connection fees and monthly Charges (where applicable) for the relevant Subscription(s);
 - c) pre-paid Charges, data volume and supplementary services stored on or through telematics equipment in the Product(s) or any of the Interfaces are forfeited without any further liability for Scania; and
 - d) the Customer shall pay an administrative close-down fee according to Scania's applicable price list as valid from time to time.
- 14 TRANSFER OF TITLE TO THE PRODUCTS, ETC**
- 14.1 The Customer undertakes to immediately notify Scania when a Product is no longer operated by the Customer (for instance due to a sale or other transfer of ownership to it, termination of a lease contract covering the Product, or the Customer letting it to a third party). The provisions herein regarding termination by the Customer shall apply to such notice.
- 15 LIABILITY**
- 15.1 The provisions in this clause 15 are subject to clause 9.2.
- 15.2 Scania shall have no liability under or in connection with the Agreement over or above what is explicitly mentioned in these General Terms or any other part of the Agreement.
- 15.3 Scania commits to no undertaking or warranty, makes no representation, and shall consequently have no responsibility or liability for or regarding;
- a) the legality of use of the Services in any situation, concerning inter alia computer security, telecommunications and data export;
 - b) the correctness or quality of data transmitted via the Services or analyses thereof, whether for fulfilment of the Customer's legal obligations according to social provisions (such as those relating to working/ driving times and rest periods) or otherwise;
 - c) the Customer's use of the Services, or, unless otherwise stated in the Agreement, the quality of results obtained by the Customer while utilising the Services or the Services does not corresponding to the Customer's needs;
 - d) defects caused by incorrect connection, use or maintenance of Equipment, e.g. connection of communicators to non-Scania Products through other interfaces than the manufacturer's own FMS prepared gateway;
 - e) distortion or loss of data during the Customer's connection to Scania servers through an Interface, or use of the Services;
 - f) expenses, costs or damages caused by the Customer's noncompliance with the Agreement;
 - g) breach of the Customer's or other computer resources, whereby third parties may access, circulate, destroy or distort Customer Data;
 - h) any expense, cost, or damages caused by the Customer not having access to information through the Interfaces after termination or close-down of a Subscription or due to information being deleted by Scania in accordance with the Agreement.
- 15.4 Scania shall under no circumstances be held liable for defects in or interruptions of the Subscription or the Services, or for direct or indirect costs and damages incurred by the Customer as a result thereof (such as for loss of income, expenses, loss or corruption of Customer data, Customer liability towards third parties, etc) even if Scania was notified of the possibility of such loss incurring.
- 15.5 Scania shall not be liable under the Agreement for any defects, costs or damages occurring in or being caused by the Equipment, unless such defects, costs or damages are covered by a Scania Product warranty or similar undertakings by Scania for Equipment or other goods as supplied by it (where relevant).
- 15.6 In any event, Scania shall in case of breach of its obligations in connection with the Subscription(s) or the Agreement or otherwise be held liable towards the Customer for contingent or indirect damages only to the extent that they were caused by wilful misconduct or gross negligence on Scania's part.

- 15.7 Scania shall not be liable for breach of the Agreement caused by events outside Scania's reasonable control (force majeure), such as defects in the Equipment, faults of or any other circumstance related to the Customer, accidents, fires, armed or similar conflicts, civil commotion, labour disputes, the action or lack of action of public authorities, flooding/ leakage, power cuts, interruptions or delays, defects or faults in the Operator Network, external networks, Internet, or telephone connections or communications.
- 15.8 Scania's maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to \$500 AUD per twelve (12) month period as of the date of registration of the first Subscription, regardless of how many Subscriptions or Products covered thereby the Customer has.
- 15.9 Claims against Scania shall be presented within three (3) months after the relevant damage occurred, or should have been discovered.

16 CHANGES TO THE GENERAL TERMS AND CONDITIONS

- 16.1 Scania is entitled to change or modify these General Terms and Conditions at any time. Such changed terms and conditions shall take effect and apply to the Customer and its Subscription(s) and Service(s) as from the fourteenth (14th) day after notification to the Customer. Scania may notify such changes on invoices to the Customer, by conventional or electronic mail to the Customer or through any of the Interfaces as used by the Customer. In case of changes to the Price List, the separate provisions of these General Terms shall apply.
- 16.2 If a change in this Agreement is to the significant disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above. If the Customer actively uses the Subscription or Services after such period, the Customer shall be considered to have approved the change.

17 ARBITRATION AND APPLICABLE LAW

- 17.1 Disputes concerning the interpretation or application of this Agreement and legal circumstances pertaining hereto will be settled by arbitration according to the applicable arbitration laws of the country where Scania is situated.
- 17.2 The laws of New Zealand will apply to the Agreement.

Appendix A: Additional Terms for Driver Training and Coaching

1. GENERAL

- 1.1 Scania New Zealand Limited services related to promoting improved driver performance, behaviour and safety as well as managing ancillary administration and practicalities (“driver services”) are defined and offered by Scania New Zealand Limited in and according to a subscription agreement for fleet management services (“FMS agreement”) including its general terms and conditions (“FMS terms”), as signed by a specific customer (“the customer”). The FMS agreement together with these additional terms and conditions (“additional terms”) shall exclusively govern the provision of driver services to the customer and its employed or hired drivers as nominated for driver services (“drivers”). In case of contradictory contents between any parts of such documents, these additional terms shall always prevail with regard to driver services.
- 1.2 Terms and phrases used herein shall have the same meaning as defined in the FMS agreement and FMS terms, unless otherwise mentioned herein.
- 1.3 Each order or schedule or other listing of drivers to be included in the provision of driver services, shall be agreed to separately between Scania and the customer and is subject to these terms.

2. THE DRIVER SERVICES.

- 2.1 Driver services are particularly described in separate descriptions (“service descriptions”) as published by Scania New Zealand Limited from time to time and referenced to in Scania New Zealand Limited offer to the customer. The services typically comprise a combination of e.g. assessment of the customer’s operation; delivering training aimed at optimising driver performance in terms of behind the wheel skills, vehicle knowledge and efficient operating parameters; monitoring effects and consistency and follow up reports and mentoring.
- 2.2 The driver services will be available in various packages with escalating levels of feedback and driver coaching sessions as selected by the customer and agreed with Scania New Zealand Limited. The benefits available from driver services will be a detailed assessment of how efficiently a vehicle is being operated at the start of any service; skilled training to driver familiarity with the efficient use of vehicle characteristics and equipment; training of driver anticipation and sympathy with vehicle and road conditions and demands; continuing feedback on vehicle and driver performance to identify application of skills, consistency and routes to any further improvements.
- 2.3 Overall savings or improvements will vary dependent on many variable factors outside

Scania New Zealand Limited’s control, including, but not limited to, starting position, existing and enhanced driver performance, application and maintenance of enhancements, condition of the customer’s fleet and nature of operation.

- 2.4 Driver services provide the customer and its drivers with the tools and skills to aim for optimum fuel efficiency, lower repair costs, increased safety, and increased uptime, although Scania New Zealand Limited cannot guarantee or otherwise warrant the levels that individual customers may achieve.

3. SCANIA NEW ZEALAND LIMITED UNDERTAKINGS

- 3.1 Scania New Zealand Limited will;
- a) provide sufficient facilities and staff to monitor and analyse the vehicle and driver data accumulated and needed for provision of driver services.
 - b) provide administration for delivery of proposals and conclusion of orders from the customer, registration and activation as necessary of vehicles onto the FMS system, registration of drivers, delivery of necessary attendance details and course requirements to those attending, and all follow up reports, sessions and customer feedback in line with the level of service ordered.
 - c) deliver vehicle data analysis, driver sessions and training with properly qualified and experienced staff and using good industry standard equipment and systems as appropriate, and
 - d) issue driver certificates for attendance and completion of courses.

4. CUSTOMER UNDERTAKINGS

- 4.1 The customer shall;
- a) if so preferred by the customer and selected in connection with order placing, supply at the proper date, time and venue are suitable, properly functioning, fully insured and roadworthy Scania vehicle for the provision of driver services by Scania New Zealand Limited, such insurance to comprehensively cover Scania New Zealand Limited staff driving in association with the delivery of driver services.
 - b) ensure that drivers turn up at the booked date, time and venue, being holders of full driving licenses for the vehicles to be driven and being suitably experienced for the driving and driver services training to be provided.
 - c) ensure that the customer vehicle to be used (if applicable) is fitted with functioning telematics and other systems

and/or equipment defined in the service descriptions as prerequisites for the provision by Scania New Zealand Limited of the relevant driver services.

- d) provide Scania New Zealand Limited with all data, current or historic, necessary for the provision of driver services, while retaining responsibility for the accuracy of any data so provided.
- e) provide all fuel and pay all running costs for a vehicle while used in the provision of driver services, unless otherwise separately agreed in connection with order placing.
- f) ensure that drivers have given full written authority for the collection and processing of personal and other data relating to historic, current and future driving of the relevant vehicles and for the purposes of driver services and offer Scania New Zealand Limited a copy of any such authority on request.
- g) ensure that drivers are made aware and accept that Scania New Zealand Limited will contact them directly for purposes of planning, preparing, providing and following up the contracted driver services, and
- h) be responsible for the consistent and continuing interpretation, application and use for any purposes in customer operations of all skills feedback and assistance given in the provision of driver services.

5. FEES

- 5.1 All agreed fees for driver services shall be paid by the customer as per Scania New Zealand Limited standard payment terms. Such fees shall cover all Scania New Zealand Limited costs connected with the provision of driver services at the level ordered by the customer, save as otherwise set forth below.
- 5.2 If Scania New Zealand Limited costs for providing a vehicle as included in the driver services according to the foregoing are increased due to such services being provided (at the request of the customer) at a location which is distant from the nearest authorised Scania New Zealand Limited network point, then Scania New Zealand Limited shall be entitled to charge for such extra costs if reasonably incurred.
- 5.3 In addition to the driver services fees, Scania New Zealand Limited shall be paid for reasonable travel expenses for staff delivering driver services and reasonable accommodation costs where it is impractical to travel on the day of driver services delivery. Scania New Zealand Limited shall use its reasonable endeavours to identify such costs in advance to the customer for prior agreement.

- 5.4 Where driver availability is required for Scania New Zealand Limited duly carrying out any part of contracted driver services to the customer and driver's concerned are unavailable to complete booked sessions with Scania New Zealand Limited (for example because of such drivers having left the customer's employment) then at its sole discretion, Scania New Zealand Limited (after written notification) may reallocate any remaining paid up sessions to an existing or new comparable driver booking for driver services.
- 5.5 In the event that the customer fails to ensure that drivers and/or vehicles (where applicable) turn up as booked, Scania New Zealand Limited shall at its sole discretion seek to reallocate the booking on up to two occasions. If Scania New Zealand Limited chooses not to exercise this discretion and in any event, if two attempted reallocations are unsuccessful, the fees and any expenses shall be due and forfeit. The customer shall, in any event, reimburse Scania New Zealand Limited for any unavoidable expenses incurred for the original booking.

6. CANCELLATIONS AND VARIATIONS

- 6.1 An order as placed by the customer shall be a firm commitment that the fees and any expenses are payable. No cancellation or variation of any booking may be made without Scania New Zealand Limited's written consent. Scania New Zealand Limited will seek to accommodate a variation in date or venue where possible, but subject to a charge for any costs to be incurred.