

## General Terms and Conditions for Fleet Management System Communicator

Scania New Zealand Limited and Scania are pleased to offer the Communicator - a telematics device which connects you to your vehicle. This Scania designed and tested unit is installed at the factory and is ready to go to work for you once activated. Scania and Scania New Zealand Limited understand your truck, so you always know the data being transmitted is being interpreted correctly. The monitoring package is provided free of charge and set up automatically once we receive the signed form on the back of this delivery manual. If you would like the control package, please contact one of our dedicated fleet management team members here at Scania New Zealand Limited via e-mail: [fmsadmin@scania.co.nz](mailto:fmsadmin@scania.co.nz) or contact your local Scania New Zealand Limited representative.

### MONITORING PACKAGE

- Automatically receive monitoring reports to your email address every week, month and year.
- Quick overview of your fleet.
- Spot potential problems early.
- Access to service planning via the Scania FMS (fleet management systems) website, to track your repair history and set up servicing schedules.
- Fault reporting via the Fleet Management app.
- No subscription cost.
- Remote diagnostics.
- Automatic service reminders.

### CONTROL PACKAGE

- All the benefits of the monitoring package plus;
- Track and trace your vehicles.
- Spot deviations in vehicle and driver performances.
- Identify drivers that need training.
- Set your own geo-fence, and receive e-mail notifications for when a vehicle leaves an area.
- Puts you in control. Plan, check and monitor your own fleet.

With our dedicated performance department here at Scania New Zealand Limited, we are able to provide you with any fleet service and support required.

If you require more information about Scania Driver Support, or the Communicator, please don't hesitate to contact your local Scania New Zealand Limited representative or even go online to [scania.co.nz](http://scania.co.nz) for more detail.

# General Terms and Conditions for Fleet Management System Communicator

The following general terms and conditions shall apply to subscriptions to Scania Fleet Management or for services on Scania portals, as entered into by customers, facilitated by Scania New Zealand Limited.

## 1. DEFINITIONS

- 1.1 "Agreement" means the agreement entered into between Scania New Zealand Limited and the Customer concerning the fleet management services provided by Scania, including these general terms and conditions and the general agreement Scania FMS and any other special terms and conditions agreed between Scania New Zealand Limited and the customer.
- 1.2 "CUSTOMER" means the person liable for payment and, if any, each respective user.
- 1.3 "Equipment" means equipment, including software programs, from time to time approved by Scania for use in connection with the portals or prescribed by Scania as customer hardware and software requirements for accessing the services.
- 1.4 "Fleet Management service description" means the description, as applicable from time to time, of the scope and contents of such service.
- 1.5 "General agreement Scania FMS" means the general agreement executed by the customer in the form prescribed by Scania New Zealand Limited.
- 1.6 "Hardware" means the computers and other equipment set out in section 8.1 a) and b).
- 1.7 "Operator" means the telecommunications operator company in co-operation with which Scania has agreed to offer a subscription to the customer.
- 1.8 "Operator network" means the GSM mobile telephony network operated by the operator, which Scania and the customer use for communication between the vehicle and the portals on the terms and conditions hereof.
- 1.9 "Person liable for payment" means a legal entity holding a subscription for services as identified in the agreement.
- 1.10 "Price list" means the price list and charges determined by Scania New Zealand Limited in respect of the subscription and services, as applicable from time to time.
- 1.11 "Portals" means the Scania Fleet Management portal and any other portals, through which the services are provided.
- 1.12 "Scania" means Scania CV AB.
- 1.13 "SIM-card" means the SIM-card of the telematics equipment included as an integral part of a vehicle.
- 1.14 "Service/s" means the different Scania Fleet Management services provided by Scania New Zealand Limited on order by the customer.

- 1.15 "Software" means computer programs in accordance with section 8.1 c).
- 1.16 "Subscription" means a subscription to one or more services.
- 1.17 "User" means an entity or an individual, who is either the same as the person liable for payment or specified as "user" in the agreement.

## 2. THE AGREEMENT

- 2.1 Each SUBSCRIPTION and the right of use of the PORTALS and the SERVICES are governed by the AGREEMENT.
- 2.2 The PERSON LIABLE FOR PAYMENT shall sign the AGREEMENT provided by Scania New Zealand Limited, including a reference to a specification of the SUBSCRIPTION, to these General Terms and Conditions and to any supplementary SERVICES to be included in the AGREEMENT.
- 2.3 The PERSON LIABLE FOR PAYMENT 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.

## 3. CONDITIONS OF THE AGREEMENT

- 3.1 The validity of this AGREEMENT is subject to:
  - a) if the AGREEMENT has only been signed by a USER, it being signed also by the PERSON LIABLE FOR PAYMENT pursuant to section 2.
  - b) following a credit worthiness check, the CUSTOMER being deemed creditworthy.
  - c) that a credit worthiness check does not show that the CUSTOMER has been a CUSTOMER of the OPERATOR, with whom the OPERATOR terminated its SUBSCRIPTION, and
  - d) that there are no other reasons for Scania New Zealand Limited to suspect that the CUSTOMER will not observe or be able to observe the AGREEMENT.
- 3.2 Until these conditions are fulfilled, Scania New Zealand Limited is entitled to limit the use of the SUBSCRIPTION to a certain territory or a certain amount of accrued call charges.

## 4. POWER OF ATTORNEY

The USER has the right to act and take measures on behalf of the PERSON LIABLE FOR PAYMENT in respect of the SUBSCRIPTION and the SERVICES, unless Scania New Zealand Limited requests an explicit approval of the person liable or payment.

## 5. SIM-CARD

- 5.1 Tampering, or attempted tampering, with a SIM-CARD is prohibited.
- 5.2 Scania New Zealand Limited is entitled to bar a SIM-CARD if there is reason to suspect that an unauthorised party is using it. The SIM-CARD shall be reactivated immediately when Scania New Zealand Limited has received confirmation from the PERSON LIABLE FOR PAYMENT that there are no irregularities. The PERSON LIABLE FOR PAYMENT is not entitled to a charge reduction for such time the SIM-CARD has been barred.
- 5.3 Scania New Zealand Limited is entitled to bar a SIM-CARD upon request by public authorities.
- 5.4 A SIM-CARD can become unusable for technical reasons even if the CUSTOMER fulfils his/her obligations. If a SIM-CARD for any reason becomes unusable, then such unusable SIM-CARD shall be exchanged at the cost of the CUSTOMER, provided that the telematics EQUIPMENT in which it is fitted is not under warranty from SCANIA. The CUSTOMER is not entitled to any compensation from SCANIA or Scania New Zealand Limited due to the SIM-CARD becoming unusable.
- 5.5 A SIM-CARD shall only be used for connection to the OPERATOR NETWORK.
- 5.6 The SUBSCRIPTION is valid with the use of SIM-CARDS in the OPERATOR network and in international GSM operators' networks where so permitted by the OPERATOR.

## 6. PAYMENT

- 6.1 During the term of the AGREEMENT, the PERSON LIABLE FOR PAYMENT is liable to pay fees and charges for the SUBSCRIPTION and SERVICES according to the PRICE LIST. Payment must be made on invoice. The PERSON LIABLE FOR PAYMENT shall immediately notify Scania New Zealand Limited if the invoice is incorrect.
- 6.2 If the SERVICES cannot be used for a full calendar month, then 1/30 of the monthly charge for the SUBSCRIPTION may be charged by Scania New Zealand Limited per day that it has been possible to use the SERVICES.
- 6.3 The PERSON LIABLE FOR PAYMENT will pay for the SUBSCRIPTION. When the SERVICES are used, that person will ensure that Scania New Zealand Limited receives payment as per Scania New Zealand Limited standard payment terms.

- 6.4 All charges which are traffic-based and depend on the extent of use, or are of a one-off character, are invoiced in arrears, unless otherwise notified. The PERSON LIABLE FOR PAYMENT must pay all such charges upon invoice.
- 6.5 Use of SERVICES in any other way than provided for by the AGREEMENT, can be charged to the CUSTOMER in accordance with the applicable PRICE LIST.
- 6.6 Scania New Zealand Limited 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.
- 6.7 If price increases exceed cost developments confirmed in Statistics Sweden's index, SNI 38 col 80 for 12 (twelve) months preceding the notice of such changes by more than twice such the amount, the CUSTOMER may terminate the AGREEMENT in writing while observing fourteen (14) days' notice period. If such termination notice is given accordingly and Scania New Zealand Limited does not notify anything to the contrary, the AGREEMENT will be terminated on the date the revised PRICE LIST comes into effect. If such notice is not given before the revised PRICE LIST comes into effect, the CUSTOMER will be considered to have accepted the revised price list.
- 6.8 In the event of delayed payment, Scania New Zealand Limited is entitled to compensation for payment reminders, debt recovery, collection costs and a default interest pursuant to the laws applicable to the AGREEMENT.
- 6.9 In the event of delayed or non-payment, Scania New Zealand Limited is entitled to immediately bar SERVICES or a SIM-CARD of the CUSTOMER. The PERSON LIABLE FOR PAYMENT is not entitled to any charge reduction for the time the card is barred.
- 6.10 In the event of delayed payment exceeding ten (10) working days, Scania New Zealand Limited is entitled to close down the SUBSCRIPTION with immediate effect and terminate the AGREEMENT in accordance with the provisions stated herein. In such case, the AGREEMENT will continue to apply to the PERSON LIABLE FOR PAYMENT's continued obligation to pay charges during the fixed term of the AGREEMENT and during the notice period.
- 7. TECHNICAL, EQUIPMENT OR NETWORK PROBLEMS**
- 7.1 Scania New Zealand Limited is not liable for damages resulting from operational issues such as interrupted calls or calls that do not get through, even if such issues are caused by measures carried out by SCANIA or the OPERATOR.
- 7.2 Scania New Zealand Limited 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 this AGREEMENT.
- 7.3 The GSM system has been developed to prevent unauthorised parties from listening in on telephone calls or information sent in the GSM system. However, Scania New Zealand Limited does not guarantee that it is impossible for unauthorised parties to listen to calls or to receive information that is sent through the GSM system.
- 7.4 EQUIPMENT included as a portion of a vehicle purchased from Scania New Zealand Limited shall be covered by the warranty (as set out in Scania New Zealand Limited general conditions of delivery and warranty) for such a vehicle. Scania New Zealand Limited do not warrant any EQUIPMENT under this AGREEMENT.
- 8. REQUISITE EQUIPMENT**
- 8.1 The SUBSCRIPTION and the SERVICES shall only be used together with the following EQUIPMENT:
- 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.
  - computers supporting the PORTALS and from time to time, specified by SCANIA (if applicable including hand-held computers for use in vehicles).
  - 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 receiving the SERVICES.
- 8.2 The CUSTOMER must, at its own cost, obtain and maintain requisite EQUIPMENT as defined herein (as part of either a vehicle or other products acquired by the CUSTOMER from Scania New Zealand Limited, or as independently acquired by, or licensed to the CUSTOMER).
- 8.3 If there is any unwanted interference caused to any EQUIPMENT or any vehicle, or if Scania New Zealand Limited becomes aware of any actual or suspected breach of any intellectual property rights of any Scania Group company as related thereto, the CUSTOMER shall, upon request, immediately disconnect and cease using all EQUIPMENT as requested by Scania New Zealand Limited.
- 8.4 SCANIA has the right to upgrade or undertake changes in the SERVICES or EQUIPMENT supplied by Scania New Zealand Limited. The CUSTOMER shall, as far as possible, be notified in advance of impending upgrades or changes. If such upgrade or change results in significant inconvenience for the CUSTOMER, the CUSTOMER may terminate the AGREEMENT with 30 days prior written notice, although at the earliest as of the commencement of the change.
- 8.5 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.
- 8.6 The CUSTOMER shall ensure that Scania New Zealand Limited, both at the time of installation of the EQUIPMENT, or for other measures that Scania New Zealand Limited finds necessary, is given access to the vehicle or relevant EQUIPMENT, for the time it may take to prepare for the SUBSCRIPTION and SERVICES to be installed, used or closed down.
- 8.7 Scania New Zealand Limited is not liable under this AGREEMENT for any costs or damages incurred by or in relation to the EQUIPMENT.
- 9. AVAILABILITY, MAINTENANCE ETC.**
- 9.1 SCANIA provides support of the SERVICES through its customer service personnel.
- 9.2 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 FLEET MANAGEMENT SERVICE DESCRIPTION.
- 9.3 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.
- 9.4 If a fault arises in the SERVICES, SCANIA shall rectify such fault within a 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, interruptions, delays or the like, in respect of the connection or the internet, do not constitute a fault under this AGREEMENT and thus will result in no liability or obligation for Scania New Zealand Limited.
- 9.5 SCANIA and Scania New Zealand Limited shall have a right to access any CUSTOMER data and personal information necessary for support activities requested by the CUSTOMER or its personnel such as remote diagnostics.

## 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 or make available, the services or the PORTALS to any other person.
- 10.2 The CUSTOMER is, after request, entitled to change the form of the SUBSCRIPTION, provided that other forms are available. Such change may take effect at the earliest six months following signing of the revised AGREEMENT and on a maximum of two occasions per 12-months period. Scania New Zealand Limited is entitled to charge a fee according to the PRICE LIST for such change.
- 10.3 The CUSTOMER shall keep in touch with the PORTALS regularly and keep an update 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 the PORTALS.
- 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 PORTALS, the SUBSCRIPTION or the SERVICES, or which is communicated through HARDWARE or SOFTWARE. Scania New Zealand Limited and SCANIA assumes no responsibility and accepts no liability in relation to such data.
- 10.5 The CUSTOMER shall prevent unauthorised access to connected networks or computer resources via the PORTALS, 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 be responsible for USER ID's, passwords and other access information not being disclosed to unauthorised persons.
- 10.6 The CUSTOMER shall comply with national laws, regulations and rules, as well as instructions notified by SCANIA and Scania New Zealand Limited from time to time, 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 New Zealand Limited, 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 New Zealand Limited shall be notified immediately of such incidents.

- 10.8 The CUSTOMER shall compensate Scania New Zealand Limited in full for any claim against Scania New Zealand Limited due to use of the SUBSCRIPTION and SERVICES, otherwise than in accordance with the AGREEMENT.

The CUSTOMER further undertakes to pay for damage caused by use of the SERVICES in breach of the AGREEMENT and to compensate Scania New Zealand Limited or third parties for the damage caused by the CUSTOMER, or for which the CUSTOMER is responsible.

- 10.9 Scania New Zealand Limited is, without prior notice to the CUSTOMER, entitled to change the SUBSCRIPTION or SERVICES unless such change significantly affects the access to the SUBSCRIPTION or content of the SERVICES.

## 11. MOVING, TRANSFER, SUB-CONTRACTORS, ETC.

- 11.1 Transfer of the SUBSCRIPTION to another person or entity, who takes over the CUSTOMER's vehicle, may only take place if:
- the CUSTOMER pays any outstanding charges payable until the date of transfer.
  - the new presumptive CUSTOMER is approved and signs a new AGREEMENT with Scania New Zealand Limited.
  - a special transfer charge according to the PRICE LIST is paid by the old CUSTOMER, and
  - the transfer is approved by Scania New Zealand Limited.
- 11.2 Scania New Zealand Limited 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 New Zealand Limited may also use a sub-contractor to comply with its obligations under the AGREEMENT.

## 12. TERM AND TERMINATION

- 12.1 The AGREEMENT runs with a fixed term as of the date when the SUBSCRIPTION is registered in the respective PORTALS. If the CUSTOMER terminates the AGREEMENT during the fixed term, the CUSTOMER shall pay Scania New Zealand Limited a cancellation fee of \$200NZD per vehicle.
- 12.2 If, during a particular SUBSCRIPTION term, Scania New Zealand Limited modifies these general terms and conditions to the significant disadvantage of the CUSTOMER, the CUSTOMER shall be entitled to cancel the SUBSCRIPTION and terminate the AGREEMENT in accordance with section 17.2.
- 12.3 Termination of the AGREEMENT shall be in writing.

- 12.4 Development in the field of telecommunications may necessitate replacement of the SERVICES with another SERVICE with equivalent technical performance and functionality. SCANIA is thus entitled to cease and replace the SERVICES, provided that Scania New Zealand Limited notifies the CUSTOMER thereof. The AGREEMENT will be considered terminated when SCANIA actually ceases to provide the SERVICES. In such event, the CUSTOMER is entitled to receive a refund of any charges paid in advance for the period that the CUSTOMER is unable to use the SERVICES.
- 12.5 Scania New Zealand Limited is entitled to terminate the AGREEMENT with one month's prior written notice, if the CUSTOMER'S connection with the SERVICES has been closed down pursuant to section 13.4 or with immediate effect if the CUSTOMER has been declared bankrupt, can be assumed to be insolvent or unable to fulfil the obligations under this AGREEMENT.
- 12.6 In case the AGREEMENT between Scania New Zealand Limited and the OPERATOR ceases (whether due to expiry, termination, cancellation or otherwise), Scania New Zealand Limited is entitled to terminate this AGREEMENT with immediate effect as from the date of such cessation.

## 13. CANCELLATION OF A SUBSCRIPTION

- 13.1 Cancellation of a SUBSCRIPTION by the CUSTOMER shall be in writing and will enter into effect the day after Scania New Zealand Limited receives notice of cancellation. Even if the CUSTOMER cancels the SUBSCRIPTION before Scania New Zealand Limited has invoiced the connection charge and the first monthly charge, the PERSON LIABLE FOR PAYMENT is always liable to pay such charges according to the PRICE LIST.
- 13.2 If the SUBSCRIPTION is valid for a certain minimum fixed term, the CUSTOMER may cancel the SUBSCRIPTION only upon expiry of such fixed term.
- 13.3 Scania New Zealand Limited is entitled to close down and cancel a SUBSCRIPTION and terminate the AGREEMENT with immediate effect (with liability to repay charges paid in advance after deduction of potential costs related to close-down, cancellation and termination), if the CUSTOMER has used the SERVICES or the SUBSCRIPTION in any improper way.
- 13.4 Scania New Zealand Limited may close down the CUSTOMER'S connection to any of the SERVICES if:
- the CUSTOMER does not pay the charges as set out in section 6.11.
  - the CUSTOMER has connected EQUIPMENT to the PORTALS or the vehicle in breach of the AGREEMENT or not immediately disconnected

- EQUIPMENT when it should have been disconnected under the AGREEMENT.
- c) Scania New Zealand Limited is not allowed to examine the EQUIPMENT that the CUSTOMER has connected to the PORTALS or the vehicle, or
- d) the CUSTOMER uses the SERVICES in such a way that causes damage or any other inconvenience to Scania New Zealand Limited or a third party (or by using the SERVICES in breach of legislation or public rules and regulations).
- 13.5 If the connection to the SERVICES is closed down due to any of the facts set out in section 13.4 a) to d), the CUSTOMER shall still pay charges while the connection is closed down and cancelled and until the AGREEMENT terminates. If a close down is necessary, the CUSTOMER shall pay an administrative close-down charge according to the PRICE LIST.
- 13.6 For the avoidance of doubt, Scania New Zealand Limited is not liable and cannot be made liable by the CUSTOMER for:
- a) the CUSTOMER'S use of the SERVICES, or, unless otherwise stated in the AGREEMENT, that the result obtained by the CUSTOMER using the SERVICES does not correspond to CUSTOMER needs.
- b) expenses, charges or damages caused by CUSTOMER non-compliance with the AGREEMENT.
- c) breach of laws, regulations, rules or ordinance by public authorities concerning, among other things, computer security, telecommunications and export of technical data and personal details during the CUSTOMER'S use of the SUBSCRIPTION or SERVICES.
- d) distortion or loss of data in transfer of data or information during the CUSTOMER'S connection to the PORTALS or the SERVICES, or any other loss of or corruption to data.
- e) breach into the CUSTOMER'S or other's computer resource, whereby third parties are able to gain access to, circulate, destroy or distort data information, including personal information, or
- f) any cost, charge or damages caused by the CUSTOMER not having access to information on the PORTALS after termination or close-down of a SUBSCRIPTION or due to information being deleted by SCANIA in accordance with this AGREEMENT.
- 13.7 If Scania New Zealand Limited cancels the AGREEMENT due to the CUSTOMER being in breach of its obligations hereunder, Scania New Zealand Limited may demand payment of remaining monthly charges.
- 13.8 Scania New Zealand Limited may immediately terminate the AGREEMENT, cancel the SUBSCRIPTION or services, or bar a SIM-CARD or certain services, if the CUSTOMER is in breach of any obligations under the AGREEMENT, or if the CUSTOMER uses the OPERATOR NETWORK in a way which causes significant inconvenience to Scania New Zealand Limited, the OPERATOR or any other party concerned.
- 13.9 Scania New Zealand Limited may also cancel the SUBSCRIPTION or bar certain SERVICES with immediate effect if:
- a) the PERSON LIABLE FOR PAYMENT suspends payments, enters into composition negotiations, goes into liquidation, is declared bankrupt, or otherwise proves to be non-creditworthy in a credit worthiness check which Scania New Zealand Limited may undertake on an ongoing basis during the term of the AGREEMENT).
- b) the CUSTOMER does not guarantee (if requested by Scania New Zealand Limited at any given time in respect of the SUBSCRIPTION or the AGREEMENT) the fulfilment of his/her obligations under the AGREEMENT, or
- c) if Scania New Zealand Limited has reason to believe that the CUSTOMER will not fulfil, or be able to fulfil his/her obligations under the AGREEMENT.
- 13.10 In case of cancellation of the SUBSCRIPTION, the PERSON LIABLE FOR PAYMENT shall not be liable to pay any future connection fee and monthly charge for such SUBSCRIPTION. Pre-paid call time and supplementary services stored on the SIM-CARD at the time of purchase, which have not been used by the time of cancellation, are forfeited. Scania New Zealand Limited is not liable to compensate for unused call time.
- 13.11 Upon cancellation of the SUBSCRIPTION, the relevant SIM-CARD(S) will be immediately barred. Pre-paid charges are not repaid upon cancellation. If SCANIA cancels the AGREEMENT, Scania New Zealand Limited is entitled to immediate payment of all accrued charges and other debts for all subscriptions registered on or in relation to the CUSTOMER.
- 14. STORED DATA AND INFORMATION**
- 14.1 Any data or information (including personal information) of the CUSTOMER, stored on the PORTALS belongs to the CUSTOMER. SCANIA will use its reasonable endeavours to protect all information and data stored on the PORTALS by the CUSTOMER against access by unauthorised parties.
- 14.2 All CUSTOMER-specific information (e.g. personal information, vehicle data, position and notifications) are 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-month period, is that the CUSTOMER continuously has at least one active SUBSCRIPTION during that period.
- 15. PROCESSING OF CUSTOMER INFORMATION AND PERSONAL INFORMATION**
- 15.1 SCANIA is entitled to collect, store, use, and disclose information regarding the CUSTOMER such as name, corporate or personal registration number, addresses, details about AGREEMENTS and services, and utilisation of the same.
- 15.2 Information regarding the CUSTOMER is provided to allow Scania New Zealand Limited to fulfil its commitments towards the CUSTOMER under the AGREEMENT, including but not limited to, the provision of SERVICES, administration, CUSTOMER SERVICES and invoicing, quality work, analysis and development, information and marketing, as well as fulfilling obligations under applicable law or authority decisions.
- 15.3 SCANIA and Scania New Zealand Limited is entitled to collect, store, use and process and disclose vehicle data and information about vehicles and connected EQUIPMENT. The CUSTOMER consents to SCANIA and Scania New Zealand Limited continuously obtaining such information and other information, including on creditworthiness, about the CUSTOMER and the CUSTOMER'S vehicles.
- 15.4 SCANIA and Scania New Zealand Limited is entitled to process the CUSTOMER'S vehicle information and other information through the internet and collect, store, use and disclose the CUSTOMER'S vehicle and other information for statistics, analysis, advice, marketing, or other purposes and supply information necessary for the services to its suppliers or co-operation partners from time to time. The CUSTOMER may by notice in writing specifically request the vehicle information not to be used by SCANIA and Scania New Zealand Limited for processing of statistics, nor for analyses, advice, or other purposes.
- 15.5 SCANIA and Scania New Zealand Limited is also entitled to process, collect, store, use and disclose 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 driver training. SCANIA is entitled to contact the CUSTOMER regarding such recommendations.
- 15.6 SCANIA does not intend, under any circumstances, to take cognisance of driving order information between vehicle and hauliers.

- 15.7 Each authorised SCANIA distributor, including Scania New Zealand Limited, may access, process, use, store, and disclose information regarding the CUSTOMER or the CUSTOMER'S vehicles, or information stored by the CUSTOMER at any of the PORTALS, for any purpose for which SCANIA may use such information under this AGREEMENT. Each authorised SCANIA distributor may access and use such information for the purpose of identifying trends and driver behaviour and giving advice to the CUSTOMER.
- 15.8 By signing this AGREEMENT, the CUSTOMER consents to SCANIA and Scania New Zealand Limited collecting, storing, using and disclosing personal information about any contact person, personnel employed by the CUSTOMER, USERS or the CUSTOMER'S drivers in accordance with this AGREEMENT, any additional AGREEMENT between the CUSTOMER and SCANIA (including the GENERAL AGREEMENT SCANIA FMS), and the New Zealand Privacy Act 1993 (as applicable from time to time).
- 15.9 SCANIA and Scania New Zealand Limited may collect, store and use personal information of the CUSTOMER'S drivers such as surname, name, national registration number, driver's card number, telephone number or other details. SCANIA may also, from time to time, disclose and transfer such personal information to associated companies, partners or authorities or outside New Zealand, e.g. through the internet.
- 15.10 SCANIA is entitled to disclose personal information including names, addresses, SUBSCRIPTION numbers or other forms of identification for directory enquiry purposes, unless the CUSTOMER has specifically required such details to remain confidential. The CUSTOMER may, in writing, request that personal information of any kind is not provided or used for marketing purposes.
- 15.11 It is the CUSTOMER'S sole responsibility to ensure that each USER and all applicable employees and drivers, have provided their consent to the collection, storage, use, and disclosure of their personal information in accordance with this AGREEMENT, any additional AGREEMENT between the CUSTOMER and SCANIA and Scania New Zealand Limited (including the GENERAL AGREEMENT SCANIA FMS) and the Privacy Act 1993.
- 15.12 If the USER signs this AGREEMENT, the USER thereby provides his/her consent to the collection, storage, use and disclosure of the USER'S personal information as specified in this AGREEMENT, any additional AGREEMENT between the CUSTOMER and SCANIA (including the GENERAL AGREEMENT SCANIA FMS) and the Privacy Act 1993.
- 15.13 A CUSTOMER may request information on the CUSTOMER'S details and at any time, in writing to Scania New Zealand Limited at its specified address, withdraw his/her consent (though not retroactively), request incorrect details to be rectified, or notify that the CUSTOMER does not wish to receive direct advertising from SCANIA and Scania New Zealand Limited. However, withdrawal of consent may affect SCANIA'S and Scania New Zealand Limited ability to fulfil its obligations under the AGREEMENT.
- 15.14 Scania New Zealand Limited shall be notified immediately of any change to the CUSTOMER details and personal information given to Scania New Zealand Limited.
- 15.15 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.
- 16. LIABILITY**
- 16.1 Without prejudice to any of the foregoing, Scania New Zealand Limited or SCANIA shall not, in case of breach of its obligations under or in connection with the SUBSCRIPTION or the AGREEMENT, be held liable towards the CUSTOMER for contingent or indirect damages except to the extent caused by Scania New Zealand Limited or SCANIA'S wilful misconduct or gross negligence.
- 16.2 SCANIA or Scania New Zealand Limited is not, under any circumstances, liable to pay the CUSTOMER any compensation due to faults in or interruptions of the SUBSCRIPTION, the PORTALS, or the SERVICES. SCANIA or Scania New Zealand Limited has no liability for damage – neither direct nor indirect – caused to the CUSTOMER, whether the damage consists of loss of income or costs incurred (e.g. loss of, corruption to, or other effect on data, liability to compensate a third party or damages), even if SCANIA or Scania New Zealand Limited has been notified of the possibility of such loss incurring.
- 16.3 SCANIA or Scania New Zealand Limited is not liable for failure to perform the AGREEMENT caused by force majeure, i.e. events outside SCANIA and Scania New Zealand Limited reasonable control, such as faults in the EQUIPMENT, faults of or any other circumstance related to the CUSTOMER, accident, explosion, armed conflict or similar conditions, civil commotion, labour disputes, fire, 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 connection or communication.
- 16.4 Apart from what is explicitly set out in the AGREEMENT, SCANIA or Scania New Zealand Limited has no liability for faults, defects or errors in the SERVICES, the PORTALS, the SUBSCRIPTION or under the AGREEMENT or for breach of the AGREEMENT, notwithstanding Scania New Zealand Limited or SCANIA'S negligence, breach, or misconduct.
- 16.5 Claims on SCANIA or Scania New Zealand Limited must be presented within three months after the damage occurred, or should have been discovered. Scania New Zealand Limited or SCANIA'S maximum liability for damages - direct or indirect - under the AGREEMENT is limited to 1000 New Zealand dollars per 12-month period as of the date of registration of the first SUBSCRIPTION, regardless of the number of subscriptions a CUSTOMER has.
- 16.6 Clauses 16.1 to 16.5 (inclusive) of these general terms and conditions also apply to limit and exclude liability of Scania New Zealand Limited or SCANIA'S agents, subcontractors and authorised distributors. Scania New Zealand Limited and the CUSTOMER agree that, for the purposes of the Contract and Commercial Law Act 2017, this provision is intended to confer a benefit enforceable by any of Scania New Zealand Limited or SCANIA'S agents, subcontractors, and authorised distributors.
- 17. CHANGES TO THE GENERAL TERMS AND CONDITIONS**
- 17.1 Scania New Zealand Limited is entitled to change or modify these general terms and conditions at any time. Such changed terms and conditions will apply to the CUSTOMER 14 days after Scania New Zealand Limited notified the CUSTOMER of such change. A notification of such change is given, either by a special notification on the invoice or by conventional or electronic mail to the CUSTOMER. In case of changes to the PRICE LIST, section 6 will apply.
- 17.2 If a change in these general terms and conditions is to the significant disadvantage of the CUSTOMER, the CUSTOMER is entitled to terminate the AGREEMENT with effect from the date the change takes effect. If the CUSTOMER uses the SUBSCRIPTION or SERVICES after such change, the CUSTOMER will be considered to have accepted the change.

## **18. PRECEDENCE**

In the event of any conflict of meaning or ambiguity, the documents that comprise this AGREEMENT shall have the order of precedence set out below:

- a) the terms set out in the GENERAL AGREEMENT SCANIA FMS;
- b) special terms and conditions agreed in writing between Scania New Zealand Limited and the CUSTOMER; and
- c) these general terms and conditions.

## **19. ARBITRATION AND APPLICABLE LAW**

- 19.1 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 New Zealand Limited is situated.
- 19.2 The laws of the country where Scania New Zealand Limited is situated will apply to the AGREEMENT.