



APPENDIX

GENERAL TERMS AND CONDITIONS FOR SCANIA SERVICES 360

1. DEFINITIONS

Scania Schweiz AG uses the following expressions and terms with the following meanings in its contracts in connection with Scania Services 360 (including the general terms and conditions and the purchase / leasing contracts issued by Scania):

- 1.1. The **activation letter** contains the vehicle identification assigned after the chassis has been manufactured and thus supplements the main contract.
- 1.2. **General terms and conditions** refers to these general terms and conditions for Scania Services 360, which govern the fundamental contractual relationships and define the technical terms used.
- 1.3. **Powertrain** means all components directly related to the propulsion of the vehicle, i.e. engine block, cylinder heads, crank mechanism, cylinders, pistons, flywheel, camshafts, valves, control gears, engine lubrication system, oil pump, oil sump, intake and exhaust manifolds, turbocharger, EGR valve, radiator, charge air cooler, coolant pump, high-pressure fuel pump and fuel feed pump, injectors (PDE, HPI, XPI engines), exhaust system, exhaust aftertreatment, clutch actuation, clutch housing, gearbox housing, gearshift housing, gearshift actuation, transmission shafts, planetary gear and transfer gearbox, transmission cooling, transmission lubrication system, genuine Scania power take-off, retarder, torque converter, propeller shafts, front and rear axle, axle housing, axle gearbox, differential lock control, front and rear wheel hubs with bearings, ignition system (for gas engines) and engine wiring harnesses, LNG & CNG gas tank including gas control unit. This list is exhaustive.
 - 1.3.1. **Additional powertrain components** in an xEV vehicle: cooling system for the traction battery and power electronics, electric machine, traction battery and power electronics, and wiring harnesses for power electronics. This list is exhaustive.
- 1.4. The **exclusions** set out in clause 4 of these general terms and conditions shall apply as exclusions from the contractual terms in the service and purchase agreements concluded with the other contracting parties (customers, operators, drivers, leasing companies, etc.).
- 1.5. **Operator** means a third party indicated by the customer in the relevant contractual relationship and confirmed by Scania in the corresponding activation letter as being responsible for the operation of the vehicle instead of the customer and to whom all contractual obligations of the customer equally apply. The operator is jointly and severally liable with the customer for the services provided under the service agreements with Scania.
- 1.6. **Operating modes** means the operating conditions of the vehicle as described below in accordance with the main contract, whereby the categories defined below are based on road conditions, minimum average speed, maximum average number of stops per 100 km and maximum idling time as a percentage of operating time:

Operating modes	Road surface condition	Minimum average speed (km/h)	Maximum average number of stops per 100 km	Maximum idling time (% of total operating time)
Long-distance transport	Paved road	60	20	10
Regional	Paved road	40	150	15
Urban	Paved road	Less than 40	Over 150	Over 20

- 1.7. **Operating conditions** means the operating conditions and characteristics as may be specified in the main contract.
- 1.8. **Connected Services** agreement means an agreement signed by the customer covering fleet management, the digital tachograph or other connected or digital services of the Scania Group.
- 1.9. **Data protection act** means the Federal act on data protection of 25 September 2020.
- 1.10. **Services** means the service work defined by the service product specified in the main contract.
- 1.11. **Additional services** means services that are listed as such in the main contract and which are, from time to time, specified separately by Scania with regard to content, exclusions and other applicable conditions. In individual cases, the additional services shall take precedence over any conflicting contractual clauses of these general terms and conditions.
- 1.12. **Vehicle** means, in the contract and in the general terms and conditions, the relevant vehicle or, as applicable, the multiple vehicles named in the framework contract or the main contract that are covered by Scania's services. The term "vehicle" also refers to multiple vehicles included and agreed with Scania in the contract / framework contract or activation letter.
- 1.13. **Financing company** means the company named as such in the main contract and having signed it, in the capacity of offering the customer an operating lease agreement.



- 1.14. **Warranty start date** means the date of first registration of the vehicle according to the vehicle registration document or, after 1 (one) year, after the invoicing date of the chassis, at which point the factory warranty begins.
- 1.15. **GDPR** means the European Union General Data Protection Regulation (EU) 2016/679.
- 1.16. **Geographical coverage** means the designation of the physical locations where Scania's services are to be provided (if not provided remotely).
- 1.17. **Business hours** means the normal opening hours (as published on www.scania.com or the national websites of the Scania Group) of Scania and, where applicable, other repair workshops authorised by Scania.
- 1.18. **Main contract** refers to the main document of Scania Services 360, which is signed by the parties and is accompanied by these general terms and conditions as an integral part, or provided to the client in another appropriate form, for example, by publication on the Scania website.
- 1.19. **Home workshop** refers to the repair workshop of the customer specified in the main contract or in the corresponding activation letter.
- 1.20. **Annual mileage** means the annual mileage per vehicle as defined in the main contract.
- 1.21. **Mileage at contract start (km)** means the mileage at contract start specified for the respective vehicle in the main contract or activation letter.
- 1.22. **Customer** means the contracting party which is designated as the customer in the main contract and has signed it. The customer assumes the rights and obligations of the contractual agreement with Scania. The customer is responsible and liable for all users/operators of the vehicle.
- 1.23. **Max24** means the additional programme to Scania Services 360, defined by Scania in a separate agreement.
- 1.24. **Minimum utilisation rate** means the percentage of the annual mileage specified in the main contract, if requested by the customer.
- 1.25. **Monthly fee** means the agreed prices for the services offered under the main contract, which are invoiced to the customer by Scania.
- 1.26. **New vehicle** means a vehicle with a mileage not exceeding one thousand (1000) kilometres and which was first put into service no longer than six months ago.
- 1.27. **Normal wear and tear** means the wear and tear occurring during the use of the vehicle in normal operation in accordance with the operating conditions and characteristics specified in the main contract.
- 1.28. **Operating lease** means a lease agreement entered into between the customer and the financing company, under which a vehicle is financed for the customer, with the costs for repair and maintenance of the vehicle being covered by the financing company.
- 1.29. **Breakdown** means a condition of the vehicle caused by an unforeseeable and urgent technical defect that prevents the customer (fully or partially) from carrying out their intended activities with the vehicle.
- 1.30. **Breakdown repairs** means the rectification of urgent technical defects that have caused a breakdown.
- 1.31. **Party and parties** refer individually and collectively to the natural or legal persons who have signed the main contract or who obtain and must observe rights and obligations under this contract.
- 1.32. **PTO (power take-off)** means the transfer of power generated by the engine (directly or via the transmission) to the body or other equipment of the vehicle.
- 1.33. Annual maximum **PTO hours** means the number of annual PTO hours specified in the main contract.
- 1.34. **Framework contract** means a variant of this contract covering one or more vehicles, which are specified by the vehicle order number, the vehicle number and the delivery period. The chassis numbers of the vehicles are added to the contract as binding through the submission of an activation letter.
- 1.35. **Repairs** means the rectification of defects occurring in the vehicle to restore it to a functional and roadworthy condition. In the case of a **warranty repair**, the resulting repair costs are covered by a warranty service, provided this is expressly agreed in the warranty.
- 1.36. **Repair workshop** means the Scania workshop or another repair workshop authorised by Scania or Scania Assistance, which carries out or can carry out repair work and/or maintenance services approved by Scania in accordance with the concluded contracts. The customer must ensure before any assignment that it is only issued to a workshop authorised by Scania, otherwise the customer bears the resulting costs and the service/work does not fall under the service/warranty contracts with Scania.
- 1.37. **Scania workshop** means a workshop authorised by Scania to represent the Scania brand for the delivery of spare parts and services in the selected region(s).
- 1.38. **Scania** means the party designated as Scania in the main contract and responsible for fulfilling the corresponding contractual obligations of Scania.
- 1.39. **Scania Assistance** means the organisation of the Scania Group that provides Scania customers with online support, breakdown assistance and other support as well as product support 24 hours a day, 7 days a week.
- 1.40. **Scania Group** means the corporate group of Scania CV AB, based in Södertälje, Sweden, including its subsidiaries worldwide.
- 1.41. **Scania parts** means original parts installed in Scania vehicles at the factory or subsequently supplied by and through the Scania Group and its authorised repair workshops.
- 1.42. The scope of **Scania Services 360 Core** is defined in clause 2.11 of these general terms and conditions.
- 1.43. The scope of **Scania Services 360 Plus** is defined in clause 2.12 of these general terms and conditions.
- 1.44. The scope of **Scania Services 360 Full** is defined in clause 2.13 of these general terms and conditions.
- 1.45. The scope of **Scania Services 360 Pro** is defined in clause 2.14 of these general terms and conditions.
- 1.46. **Service work** may consist of repair or maintenance work.



- 1.47. **Services 360** is the commercial name for the Scania Group's offerings in the field of repair and maintenance services.
- 1.48. **Software updates** means software updates for vehicle management systems where such manufacturer's updates are required as part of safety or recall actions or to ensure the original performance characteristics of the vehicle and/or the cybersecurity or stability of the vehicle management systems. Scania alone and finally determines which software updates are necessary and which are only recommended and not strictly required.
- 1.49. **Contract** means the main contract to which these general terms and conditions have been attached as an integral part, as well as all other annexes and all activation letters.
- 1.50. **Contractual total mileage** means the maximum distance that can be covered with the vehicle during the contract term, calculated as annual mileage multiplied by the contract term in months divided by twelve.
- 1.51. The **technical mileage of the traction battery** in an **xEV** vehicle corresponds to the guaranteed technical mileage of the traction battery until reaching a battery state of health (SoH) of 80%, under the specified operating conditions as set out in the contract specification in the main contract. The value (maximum mileage or end date of the guaranteed battery age) that occurs first applies. After the first value to occur is reached, the customer is solely responsible for the further operation of the battery. Any replacement or repair of the battery, as well as associated costs, is the sole responsibility of the customer.
- 1.52. **Contract start** means, for new vehicles, the date of first registration of the vehicle according to the vehicle registration document. For older vehicles, the contract start is recorded in the contract specification.
- 1.53. **VIN** means the vehicle identification number, a 17-character alphanumeric vehicle code.
- 1.54. **Flexible maintenance** means vehicle maintenance that does not follow a periodic, vehicle-specific plan or schedule defined at the time of vehicle delivery, but whose content (in terms of required maintenance measures, intervals and timing) develops dynamically over time depending on the prevailing and potentially varying operating conditions of the vehicle.
- 1.55. **Maintenance** means the upkeep of a vehicle in accordance with its individual programme for scheduled maintenance.
- 1.56. **Cycled energy and energy consumption** in an **xEV** vehicle: The traction battery is regularly discharged and recharged during vehicle operation. Cycled energy describes the amount of electricity charged into and discharged from the battery, including energy recovered through regenerative braking. Energy consumption (excluding regenerative braking) is measured in kWh per 100 kilometres and indicates how much energy the vehicle requires per 100 kilometres. **Consumption including power take-off** is limited to a **maximum of 140 kWh/100 km (excluding regenerative braking)**. A maximum value of **20 kWh/100 km** is assumed for **regenerative braking**. It should also be noted that this energy consumption represents only a calculated average and that actual consumption depends heavily on the loads the vehicle is subjected to in practice. A vehicle that is frequently brought to a stop and reaccelerated consumes multiple times more energy than a vehicle used in smooth, flowing traffic. Energy consumption from PTO devices is also not included in the average consumption.

2. SCANIA SERVICE PROVIDERS

General

- 2.1. Scania undertakes to provide the services owed under the contracts for the vehicle so that the latter remains in good and functional condition. In return, the customer must pay all due invoices on time. If a payment from the customer (debtor) is not received on time, Scania is entitled not to provide its services or to terminate the contract with immediate effect. The customer, however, is not entitled to reduce the notice period or terminate the contract by omitting a payment owed. To him, the contractual termination provisions apply.
- 2.2. Notwithstanding Scania's coordination efforts, the customer is entitled to order and schedule the performance of work within the services at any Scania workshop in the region, as defined within the geographical scope of the respective service categories.
- 2.3. The customer acknowledges and accepts that in flexible maintenance, the vehicle-specific maintenance plan(s) may change depending on Scania's or the Scania workshops' assessment of changes in operating conditions, performance and vehicle usage. The current information and planning communications from Scania or a Scania workshop indicating such ongoing changes to the content of flexible maintenance are always decisive and apply without written amendment of the contract or other confirmation by the customer.
- 2.4. All services are provided during the opening hours of the repair workshop, except for urgent breakdown assistance, which is provided directly by Scania Assistance (e.g., in connection with Max24). If work is carried out at other times at the instruction of the customer or in consultation with them, the resulting additional personnel and other costs of the repair workshop are charged to the customer at actual hourly rates (night surcharge / Sunday and public holiday surcharge).
- 2.5. The repair workshop decides at its own discretion which measures to carry out on the vehicle in order to fulfil Scania's obligations under the contract in the most cost-effective manner. All services shall, however, at all times be performed in a professional manner, including (but not limited to) compliance with applicable regulations and the recommendations of the vehicle manufacturer. Scania has the right to engage third-party subcontractors to provide services on behalf of Scania (e.g., for towing); in such cases, Scania is liable for the third party as for itself.



- 2.6. If the customer commissions a non-authorised workshop to perform any work or repair a defect on the vehicle in connection with Scania's services, the customer is solely responsible for the work performed and must pay the resulting invoice. Moreover, Scania assumes no warranty or guarantee for such work. This work is carried out outside the contractual relationship with Scania. This work will result in exclusion from future Scania services in accordance with clause 4.5.7.
- 2.7. The customer acknowledges that Scania directly collects the relevant data from the vehicle without notification to the customer and uses it for the preparation, planning and execution of services. Such data access and processing are otherwise governed by the Connected Services agreement.

Commencement of service provision

- 2.8. The services are activated for the individual vehicles from the contract start date.
- 2.9. If no written consent for a service/repair from Scania is provided by the customer, the customer nevertheless accepts and confirms the received service/repair by paying the first invoiced costs for that service/repair.

Service packages

- 2.10. Maintenance intervals for all services are based on flexible maintenance, unless otherwise agreed in writing with Scania.
- 2.11. **Scania Services 360 Core** includes all workshop work, lubricants, filters (including DPF), Scania spare parts and consumables that are strictly necessary for the prescribed and required maintenance work according to the maintenance plan. Required software updates are also included in the service.
- 2.12. **Scania Services 360 Plus** includes all workshop work, lubricants, Scania spare parts and consumables required for maintenance as well as for repairs to the powertrain and assistance in the event of a breakdown of the powertrain. Failures are only covered by these services if caused by material or production defects in Scania components. Rectification of normal wear and tear is excluded, as are accident repairs and vehicle parts or components not falling under the definition of the powertrain (clause 1.3 above). Required software updates are included in the service.
- 2.13. **Scania Services 360 Full** is a service package that includes all workshop work, lubricants, Scania spare parts and consumables required for maintenance, repair and assistance in the event of a breakdown of the vehicle. Software updates are also included in the service. The services also cover material defects, production faults or normal wear and tear of parts. Normal wear and tear means wear that may normally occur due to the operating modes as described in clause 1.6. Vehicle bodies and accident repairs to the vehicle and/or body are excluded from the service.
- 2.14. **Scania Services 360 Pro** includes, in addition to the Scania Services 360 Full obligations, the continuous remote monitoring and analysis of the vehicle's operating data by Scania, with the aim of predicting failures before breakdowns occur (which may arise before warnings are transmitted by in-vehicle systems or before failures can otherwise be detected by the customer). In the event of a detected breakdown risk, a Scania-authorized repair workshop or Scania will contact the customer to arrange and schedule the necessary repairs. Vehicle bodies are excluded from the service coverage. Required software updates are included in the service. Repairs following accidents are not covered.
- 2.15. Scania is responsible for the advance planning of all maintenance as well as, to the extent possible, repairs, scheduling visits to repair workshops and notifying the customer of this planning to enable timely delivery of the vehicle to the designated repair workshop.
- 2.16. If a vehicle is not handed over by the customer to Scania or the repair workshop within two (2) weeks after a scheduled and duly communicated appointment, Scania (or the repair workshop) has the right to claim from the customer reimbursement of the costs incurred due to the delayed repair or maintenance (e.g., holding spare parts, reserving personnel, etc.) in the amount of CHF 500 per vehicle and to invoice the customer accordingly.

Breakdowns

- 2.17. In the event of a vehicle breakdown, the customer must immediately inform Scania Assistance. Scania Assistance is responsible for coordinating and carrying out the breakdown assistance. Scania Assistance may independently decide whether to perform the repairs itself or refer the vehicle to another suitable repair workshop, always taking into account the customer's interest in minimising downtime.
- 2.18. Breakdown assistance includes, subject to clause 2.20, the following remedies and costs:
- 2.18.1. Rectification of all technical defects at no cost to the customer, provided the defect is not due to human error (e.g., empty fuel tank);
- 2.18.2. Costs of towing, if separately agreed and/or specified in annex 2.
- 2.19. Scania's obligation to carry out a breakdown repair of a vehicle as described above is conditional on the customer making the vehicle immediately available to Scania Assistance or, at the instruction of Scania Assistance, to a specified repair workshop.
- 2.20. It is the customer's responsibility to take appropriate measures to ensure the personal safety of their personnel affected by the breakdown and breakdown repairs, except where a repair workshop is responsible for safety and protection at its own premises according to normal business practice.



- 2.21. Costs for any medical treatment, accommodation, expenses, etc., for the customer's personnel or the customer themselves in connection with breakdowns and breakdown repairs are always borne by the customer.

Geographical scope

- 2.22. Unless otherwise agreed between the parties in the main contract or in separate contracts or annexes, it applies that:
- 2.22.1. all repairs and maintenance work (services according to clauses 2.11 to 2.14 above) must be carried out at a Scania-authorized repair workshop in Switzerland; and
- 2.22.2. breakdown repairs must be carried out at a Scania-authorized workshop in one of the following countries:
- Switzerland / Belgium / Denmark / Germany / Finland / France / United Kingdom / Ireland / Italy / Liechtenstein / Luxembourg / Morocco / Netherlands / Norway / Poland / Portugal / Romania / Sweden / Slovakia / Slovenia / Spain / Czech Republic / Hungary / Albania / Bosnia and Herzegovina / Bulgaria / Croatia / Montenegro / North Macedonia / Serbia / Estonia / Latvia / Lithuania / Ukraine. The location of the repair is determined solely by Scania Assistance.

3. CUSTOMER OBLIGATIONS

- 3.1. The customer may use each vehicle only for the purposes specified in the contract, for which the vehicle was designed and specified. The customer must immediately notify Scania in writing of any changes to the operating conditions. The customer must at all times ensure that all legal regulations are complied with when using the vehicle. The customer is also responsible for ensuring that all operators, drivers and/or other users of the vehicle use it in accordance with legal regulations. The customer is in any case responsible for any modification to the vehicle, regardless of who carried out the modification and regardless of whether the customer commissioned or was aware of the modification.
- 3.2. Furthermore, the customer is obliged to use the vehicle with reasonable and diligent care in accordance with the applicable operating manuals and other instructions of the manufacturer or Scania, and to have it maintained in accordance with Scania's requirements. This includes, among other things, following all instructions and recommendations of the vehicle manufacturer regarding regular functional checks, refilling lubricants and other operating fluids such as oil and AdBlue, as well as other routine maintenance measures; ensuring that the vehicle is at all times driven, handled and otherwise operated by authorised, qualified and competent personnel; and ensuring that the vehicle is, without undue delay, brought to an authorised workshop within the global Scania service network for the execution of safety-related or other technical measures (without entitlement to compensation for any vehicle downtime). The customer is obliged to respond truthfully and promptly to any questions from Scania regarding compliance with the maintenance plan.
- 3.3. The customer must immediately inform Scania in writing if a vehicle is no longer owned by the customer or an operator designated in the contract, is subleased, is withdrawn from the customer/operator by a creditor under a lease or similar agreement, is used or operated by unauthorised third parties, has been stolen, is involved in an accident, or has been destroyed due to an accident or fire.
- 3.4. Neither the customer nor their employees, agents or other representatives may manipulate the vehicle (*e.g.*, regarding the tachometer, tachograph, control units, communication units or other in-vehicle management systems or software), modify or alter it (*e.g.*, regarding vehicle specifications, equipment or technical features), change identification numbers, alter factory settings or break seals of the vehicle, unless expressly permitted by the contract or in accordance with the express instructions of the vehicle manufacturer or Scania. For any unauthorised changes/modifications, the customer is fully responsible to Scania in addition to the party causing the modification, regardless of whether the customer was aware or could have been aware of the unauthorised changes or modifications.
- 3.5. The customer shall ensure that the vehicles are always delivered to the agreed appointments and otherwise to Scania-authorized repair workshops so that Scania is able to properly and timely fulfil its service obligations under this contract. If this provision is violated, Scania has the right to terminate the contracts between Scania and the customer in accordance with the termination provisions.
- 3.6. For flexible maintenance, the customer is informed of each scheduled maintenance appointment by telephone, email, or another mutually agreed communication method. Such notification is provided to the customer at least ten (10) days in advance. For the avoidance of doubt, in the event of discrepancies in maintenance plans according to the flexible maintenance plan, vehicle communication tools, or other communication platforms between Scania and the customer, telephone calls and personal emails from a Scania workshop always take precedence. The customer undertakes to bring the vehicle to the relevant Scania workshops in a timely manner as indicated in the flexible maintenance notifications. In the case of other maintenance scheduling (*e.g.*, periodic), workshop personnel may also call the vehicle to the Scania workshop using non-digital communication methods or in writing.
- 3.7. Upon request, the customer must provide Scania with information regarding the actual mileage of the vehicle. However, the customer acknowledges and accepts that Scania primarily uses other sources to read the actual mileage of the vehicle, such as OBD interfaces in the vehicle or remote reading via the vehicle's communicator, without being limited thereto.



- 3.8. The customer must immediately inform Scania in writing if a vehicle is no longer able to display accurate mileage (whether due to technical defects or other reasons), together with the best possible estimate of the date of the system error causing the non-display and the distance travelled since. Failure to comply with this provision may result in disadvantages in the provision of Scania's services. Scania is not liable for compensation or for any further damages to the customer in this context.
- 3.9. At Scania's request, the customer shall at all times grant access to the vehicle, wherever it is located, so that Scania can inspect the usage and technical condition of the vehicle, and compliance with the customer's obligations under this contract.
- 3.10. The customer must immediately inform Scania in writing of any accident damage to the vehicle; Scania has the right to inspect and assess the quality of the repair of such damage if it is not carried out by Scania itself.

4. EXCLUSIONS

- 4.1. Warranty repairs on the vehicle are excluded from the scope of services and the service contract and are instead handled according to the normal warranty routines applicable within the Scania Group.
- 4.2. Under no circumstances is Scania obliged to compensate the customer for loss of earnings, costs for downtime, public charges, fines and similar fees, or other loss-related costs during the provision of services, or to provide replacement vehicles during this period.
- 4.3. Scania's commitments and services do not apply to parts that are not Scania parts and were not installed in the vehicle by a Scania workshop.
- 4.4. Unless expressly agreed separately between the customer and Scania, the following services and measures are **not** included in Scania's services:
- 4.4.1. Daily maintenance (including cleaning).
 - 4.4.2. Refuelling or topping up fuel (diesel, biodiesel, HVO, etc.) or AdBlue.
 - 4.4.3. Refilling LNG/CNG (including gas lost/evaporated during workshop operations, including safety- or operational-related tank emptying).
 - 4.4.4. Refilling alternative fuels, as well as charging electricity into batteries or other accumulators, etc.
 - 4.4.5. Refilling or topping up antifreeze, oil, and other operating fluids or lubricants between maintenance intervals abroad. Refilling fluids within Switzerland is included.
 - 4.4.6. Corrosion repairs or painting of cabins, bodywork, chassis, fuel tanks and other exterior parts.
 - 4.4.7. Repair or replacement of communication electronics (*e.g.*, satellite navigation systems, phones and onboard computers, infotainment and entertainment systems, vehicle and dashboard cameras, etc.) and software updates for these, if they were **not** installed during vehicle **manufacture** or by Scania prior to the start of the warranty.
 - 4.4.8. Sale of original spare parts over the counter that were not replaced during maintenance or in connection with repairs in the workshop.
 - 4.4.9. Repair or replacement of accessories or components which were not installed by the factory or Scania, but which are damaged or affected by the installation or use of other third-party components.
 - 4.4.10. Replacement of missing parts and accessories that are legally required (*e.g.*, fire extinguishers, tachographs, first aid kits, etc.).
 - 4.4.11. Fees or inspections that become legally required and due after signing the contract.
 - 4.4.12. Replacement of tool kits, jacks and other loose items.
 - 4.4.13. Repair or replacement of glass (including mirrors, headlight covers, tail lights, reflectors, signal lights, as well as their mounts and/or supports).
 - 4.4.14. Cleaning or maintenance of interior parts and upholstery (including repair or replacement of upholstery, seat belts, interior panels, covers, floor mats, headliners, etc.).
 - 4.4.15. Repair, replacement or balancing of tyres, wheels and fastening components, as well as other Scania components in the wheel rim and failures caused by the aforementioned components. This exclusion does not apply to malfunctions or failures of the tyre pressure sensors themselves.
 - 4.4.16. Repairs or maintenance of bodies or trailers, unless explicitly included as part of the maintenance and repair contract.
 - 4.4.17. Scania parts, accessories, lubricants and other fluids, as well as all other items ordered over the counter.
 - 4.4.18. The work required for the replacement of light bulbs in headlights and tail lights, except for Xenon or LED exterior lights installed by the vehicle manufacturer.
 - 4.4.19. Replacement or repair of interior and exterior plastic parts such as side skirts, fenders, and the corresponding mounts or fastenings.
 - 4.4.20. Cabin structure, locks and shock absorbers for the radiator grille or bonnet, bars, fenders, glass rubber seals and insulation, door locks, ignition locks, and identification, number, reflective or advertising plates.
- 4.5. Under no circumstances do Scania's services and warranty services cover defects, damage, or depreciation of the vehicle, nor consequential costs arising directly or indirectly as a result of, or otherwise caused by:
- 4.5.1. Misuse of the vehicle in contradiction to the applicable driver manuals, such as exceeding weight limits and failing to respond adequately to dashboard warnings regarding oil level or temperature, water level



or temperature, exhaust system regeneration process, engine function, battery temperature, charge indicators, brake system warnings, etc.

- 4.5.2. Improper filling of tanks with incorrect or contaminated fuel, AdBlue, oil or other lubricants or fluids, or improper mixing or use thereof. **xEV**: improper usage, inappropriate use of an unsuitable charger, or failure to comply with the manufacturer's recommended charging conditions for a battery (traction or onboard battery) or other energy storage devices.
- 4.5.3. Repairs or replacement of the traction battery when it has reached the end of the contract (upon reaching the maximum mileage according to the main contract or the expiry date of the service contract).
- 4.5.4. Ignoring required maintenance intervals or invitations from Scania workshops (whether for performing maintenance, repairs, or other measures) as communicated to the customer by Scania.
- 4.5.5. Other reckless or improper use of the vehicle(s).
- 4.5.6. Failure to comply with daily maintenance requirements as described in the applicable driver manuals, such as checking wheel nuts, recharging the batteries, clearing snow, defrosting, refuelling or topping up oil, antifreeze, or other lubricants or fluids.
- 4.5.7. Improper repairs by an independent workshop and/or other interventions carried out by a person not authorised by Scania (*i.e.*, a workshop not authorised by Scania), even if a Scania spare part was used.
- 4.5.8. Accessories, bodies and/or trailers, including hoses, cables, or connectors between the vehicle and trailer.
- 4.5.9. Traffic or other accidents, fire or exposure to excessive heat, electromagnetic pulses, radiation, UV rays, lightning, vandalism, theft, strikes or floods, earthquakes or other natural disasters.
- 4.5.10. Failure to make a damaged vehicle available to a Scania workshop promptly for repair after a breakdown and/or accident.
- 4.5.11. Updates to any vehicle software, except for updates related to repairs or breakdown repairs, or updates to vehicle management system software when such manufacturer's updates are required as part of safety or recall actions or to ensure the original performance characteristics of the vehicle and/or the cybersecurity or stability of the vehicle management systems, at the instruction of Scania.
- 4.5.12. Jump-start assistance due to a discharged battery, unless the "towing" service is included in the contract. The traction battery remains excluded.
- 4.6. For additional services, further or other exclusions may apply in accordance with the separate Scania conditions applicable to them.

5. COSTS AND PAYMENT

Payment obligations

- 5.1. Compensation for all services related to the vehicle must be paid in accordance with the details in the main contract and by the due dates indicated on the respective invoices. If the contract is a framework contract covering multiple vehicles, the fees for all these vehicles are charged equally.
- 5.2. Compensation is normally invoiced by Scania to the customer, who is obliged to pay it on time. If and to the extent that the customer provides a vehicle to an operator and Scania is properly informed, Scania will issue an invoice to that operator. However, the customer is jointly and severally liable with the operator for this invoice.
 - 5.2.1. If and to the extent that a vehicle is subject to an operating lease agreement, the fees are instead invoiced to the financing company and are payable by it. Any set-off of claims between the financing company and the customer is excluded vis-à-vis Scania.
- 5.3. All fees are stated excluding VAT or other duties/taxes. The applicable VAT and other taxes or similar charges are added at the time of invoicing.
- 5.4. The customer acknowledges and accepts that, in addition to Scania's termination rights as set out separately in these general terms and conditions, any change in the operating conditions, whether or not this change results in an alteration of the vehicle maintenance plan, entitles Scania to adjust the fees in order to adapt them appropriately to the costs affected by this change in conditions.
- 5.5. The customer and the operator of the vehicle are jointly and severally liable for all services and measures provided by Scania.

Payment terms and method

- 5.6. All compensation will be invoiced at the frequency specified in the main contract, in accordance with the separate invoicing routines applied by Scania from time to time, which are communicated to the customer separately.
- 5.7. If a direct debit procedure (LSV) is specified in the main contract as applicable instead of invoicing, the customer authorises Scania to collect the fees accordingly and instructs their bank to honour the direct debits drawn on the customer's accounts. The customer/operator releases the bank from banking secrecy for direct debit payments.
- 5.8. Scania is entitled to assign all payment claims to a third party of its choice (factoring) without prior consent of the customer.



- 5.9. Scania has the right to invoice amounts other than the regular monthly payments under the operating lease agreement directly to the customer or the operator.

Price indexation

- 5.10. At the beginning of each index period defined in the main contract, compensation will be adjusted in line with the current situation of the Swissmem Index (Swissmem = association for SMEs and large companies in the Swiss tech industry) at the start of the contract (2022 = 100 points), if the change in the index level is at least 1%. However, compensation may not be reduced below the level applicable at the start of the contract. For this purpose, Scania calculates the difference between the last published index of the previous index period and the index value of the last month of the penultimate index period. The customer agrees to and accepts this increase.

Other possible payment terms and methods, if mentioned in the contract specification

- 5.11. Scania establishes a statement for the vehicle, in which the actual mileage, calculated on an annual basis using the relevant mileage for the respective period, is credited against the applicable annual mileage. This statement is issued every year and also at the end of the contract (regardless of whether it ends in accordance with the agreement or due to early termination) in accordance with the separate invoicing routines applied by Scania from time to time, which are communicated to the customer separately.
- 5.11.1. Mileage shortfalls relative to the minimum utilisation rate, but not below it, will be credited to the customer or, if applicable, to the operator or, if applicable, to the financing company at the negative excess amount per kilometre agreed in the contract.
- 5.11.2. Excess mileage will be invoiced immediately to the customer or, if applicable, to the operator or, if applicable, to the financing company at the rate per kilometre of positive excess agreed in the contract.
- 5.12. If, at the end of a calendar year,
- 5.12.1. the actual mileage for the relevant year exceeds the applicable mileage and/or the annual PTO hours limit has been exceeded by more than ten (10) percent, and/or
- 5.12.2. the contract has a term of more than six (6) months, and/or
- 5.12.3. the actual operation of the vehicle deviates from or has deviated from the agreed operating modes,
- then, without prejudice to other rights or remedies available to Scania under the contract, Scania is entitled to review the applicable fees for the remaining contract term in order to adapt them appropriately to these changed conditions.

Late payment

- 5.13. In the event of late payment, a default interest rate of 8% is agreed. This default interest rate applies to all debtors (customer, operator, and financing company).
- 5.14. If the debtor (customer, operator, or financing company) does not pay the fees due under this contract on time, Scania is entitled, in addition to the usual collection measures, to suspend at its own discretion the services it has selected for the vehicle or to terminate the contract.

6. DATA PROCESSING

- 6.1. All terms and phrases used under clause 6 are defined in accordance with the data protection act.
- 6.2. When preparing and providing services for the customer in accordance with their obligations under this contract, Scania as well as Scania Assistance and repair workshops will process, or may need to process, certain information about the customer and the vehicle. In this case, the customer is responsible as the controller for the relevant processing, while Scania acts as the customer's processor, and the repair workshops act as sub-processors of Scania.
- 6.3. The relevant categories of data and the purposes of processing are:
- 6.3.1. Contact information for order processing, invoicing, and service planning, execution, and tracking.
- 6.3.2. Operational data and similar information such as error codes, vehicle positions, oil and fluid levels, vehicle loads, speeds, operating hours, workshop history, and data on software changes extracted from electronic control units (ECUs), CAN interfaces, Scania Fleet Management systems, the digital tachograph, and other vehicle components, in order to validate and perform the services and to prepare their execution, *e.g.*, via remote diagnostics.
- 6.3.3. Any data category as described above, where necessary, to provide support at the customer's request, but also to consistently evaluate and further develop all categories of services (whether commissioned by the customer or not) in Scania's legitimate interest, in order to promote improvements and a higher level of service for all customers of the Scania Group.
- 6.4. In addition to what is expressly stated in clause 6, the processing of personal data by Scania as described above shall be carried out:
- 6.4.1. only for and in connection with the purposes defined in the contract or otherwise by the customer, and in accordance with all instructions in these general terms and conditions;
- 6.4.2. in compliance with technical and organisational security measures corresponding to best industry practice, which the customer accepts for the provision of all services by Scania under the contract and these general terms and conditions;



- 6.4.3. in compliance with all applicable laws, in particular the Swiss data protection act, the Swedish data protection act (2018:218), and the EU General Data Protection Regulation (EU) 2016/679 ("GDPR"), to the extent that they are applicable, including any amendments thereto;
- 6.4.4. in accordance with any additional, reasonable policies and procedures that Scania normally applies to the processing of personal data in other areas of its own business operations; and
- 6.4.5. is completed when all relevant purposes for the processing of personal data by Scania have been permanently and successfully fulfilled.
- 6.5. Taking into account the state of the art, implementation costs, the nature, scope, circumstances and purposes of processing, and the varying likelihood and severity of risk to the rights and freedoms of natural and legal persons, Scania shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, as appropriate:
 - 6.5.1. the use of pseudonymisation and encryption of personal data, to the extent feasible with the purpose of processing;
 - 6.5.2. the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - 6.5.3. the ability to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident;
 - 6.5.4. a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures to ensure the security of processing.
- 6.6. When assessing the appropriate level of security, particular consideration shall be given to the risks arising from processing, in particular from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or unauthorised access to personal data that is transmitted, stored, or otherwise processed. Scania shall take measures to ensure that any natural person acting under the supervision of Scania and having access to personal data processes such data only on Scania's instructions. Disclosure of data is only permissible with the consent of the customer, by legal requirement, or for the purpose of fulfilling concluded contracts.
- 6.7. Scania shall, where necessary, implement appropriate technical and organisational measures to protect the processed personal data, including against dissemination or disclosure to unauthorised recipients. For this purpose, all applicable regulations, recommendations, or directives of the competent supervisory authorities in Switzerland must be observed. These measures must provide a level of security that, taking into account the available technical solutions, the costs of implementation, the specific risks associated with the personal data concerned, and their degree of sensitivity, is appropriate. Scania must be able to trace violations of personal data protection.
- 6.8. Scania shall ensure that repair workshops processing personal data contractually assume the obligations under this clause 6, while Scania remains fully responsible for the processing of personal data by its sub-processors. Scania maintains a list of all authorised repair workshops on its national website at www.scania.com/ch.
- 6.9. Scania informs the customer if Scania is contacted by the competent supervisory authorities in Switzerland with requests, orders, or decisions relating to the processing of personal data in connection with the services, or if individuals request information on the scope and content of such processing and this is legally permissible.
- 6.10. Personal data processed by Scania shall be retained for the entire duration of the contract and for a subsequent period of at least two (2) years and a maximum of ten (10) years, in order to enable Scania to monitor the performance of the vehicle, ensure relevant and accurate service delivery, complete the relevant contract management, and generate business statistics.
- 6.11. Scania shall, whenever possible, anonymise personal data during processing as described above, without jeopardising the proper fulfilment of Scania's obligations under the (service) contract concluded with the customer.
- 6.12. From time to time, Scania, Scania Assistance, and authorised repair workshops may, in the course of providing their services, disclose and transfer personal data to companies within the Scania Group as well as to third-party subcontractors. In each such case, appropriate written agreements shall be concluded in compliance with the data protection act. Upon request, Scania shall provide details of such agreements (if any) to the customer.
- 6.13. Scania and the companies of the Scania Group may, from time to time and independently of the services, also extract personal data from the vehicle and process it for product development and similar purposes, as well as for offering goods and services to the customer. The scope, purposes, duration, and other aspects of such processing are set out in detail in the Connected Services agreement and in the additional privacy policy specific and supplementary to this agreement. To remove any doubt, by signing the contract, the customer confirms their consent to the relevant processing for marketing purposes. Such consent may be revoked at any time by notifying Scania.
- 6.14. Scania shall not be liable for misuse or unauthorised use of identification data, access rights, and passwords to or within relevant systems within the organisation of the customer or their contracting parties involved in or associated with the provision of the service.



- 6.15. Further comprehensive information regarding the processing of personal data by Scania can be found in Scania's privacy policy, published on www.scania.com, including contact details for questions or requests regarding the processing of personal data by Scania.
- 6.16. The customer undertakes to forward all information and references in this clause 6 to all their drivers and other relevant employees or contractors whose personal data may in any way be affected by the processing described above.

7. CONFIDENTIALITY

- 7.1. Both the customer and Scania undertake not to disclose the confidential information of the other party to unauthorised recipients, unless the information is already publicly available, was developed independently of confidential information, or was provided by a third party who, to the best knowledge of the receiving party, had access to it without breaching confidentiality obligations. No confidentiality applies to the exchange of information between the customer, operator, and financing company. In this context, no information confidentiality is granted.
- 7.2. Confidential information for the purposes of this contract means information obtained or observed in connection with this contract or the services, which is either marked or indicated as confidential, or which is otherwise obviously of a confidential nature.

8. LIABILITY

- 8.1. Scania cannot be held liable for the fulfilment of obligations to the extent that performance is prevented by force majeure, i.e., circumstances beyond Scania's reasonable control (such as war, natural disasters, strikes, and shortages of goods and materials).
- 8.2. Scania is also not liable for impairments of the services resulting from changes to current technical or other system standards, whether available within Scania or in connection with the engagement of external service providers.
- 8.3. Scania is not liable for environmental damage arising from breakdowns or other incidents involving the vehicle when it is operated by the customer or is in the possession of the customer.
- 8.4. Unless expressly stated otherwise in these general terms and conditions and except in cases of gross negligence or intentional misconduct, no party shall be liable to the other for indirect or consequential losses or damages. For the purposes of this contract, fines, penalties, or other similar payment obligations to third parties arising from vehicle breakdowns or from the condition or defects of the vehicle shall be considered indirect damages.

9. TERM AND TERMINATION

- 9.1. The contract comes into effect on the day the main contract is signed by all contracting parties and then applies for the entire service period specified therein for all vehicles covered by it.
- 9.2. The contract may be terminated in writing by either party at any time in advance and without providing reasons, with a notice period of at least three (3) months. In addition, the contract automatically ends either upon reaching the end of the agreed term or upon reaching the mileage specified in the specification sheet.
- 9.3. Scania may also, at any time, terminate with immediate effect either the entire contract or, at Scania's own discretion, part of the services relating to individual vehicles by written notice to the customer if at least one of the following circumstances occurs:
- 9.3.1. if the customer/operator or the financing company has not paid the applicable fees or other payments due under the contract on time;
 - 9.3.2. if the actual mileage of the vehicle according to the relevant odometer exceeds the applicable annual mileage and/or PTO hours by more than five (5) percent;
 - 9.3.3. if the contractually agreed total mileage has been reached;
 - 9.3.4. if a vehicle is or has been operated outside the purpose agreed in the main contract or in violation of legal regulations;
 - 9.3.5. if a vehicle has been manipulated, modified, or altered in violation of the provisions of this agreement, regardless of whether such misconduct was successful or merely attempted and regardless of who performed the modification or change;
 - 9.3.6. if a vehicle has been involved in an accident in which significant parts were damaged (*e.g.*, steering column, brake systems, or drive shafts, etc.) and the repair by a workshop other than an authorised Scania repair workshop was, in Scania's reasonable and sole assessment, not properly carried out in accordance with all applicable manufacturer instructions and recommendations;
 - 9.3.7. if a vehicle is/was partially or fully destroyed by accident or fire, sold, taken over by a creditor under a leasing contract or similar agreement, subleased, or made available to unauthorised third parties;
 - 9.3.8. if the customer and/or operator has significantly used incorrect fuels, oils, AdBlue, or other lubricants for the vehicle or otherwise failed to comply with the applicable instructions and recommendations for daily vehicle maintenance from Scania, the manufacturer, or a Scania-authorised repair workshop;



- 9.3.9. if the customer does not bring the vehicle to the designated Scania workshop in a timely manner within two (2) weeks following a corresponding request in connection with the maintenance of the vehicle, or if the customer does not respond promptly to planning notifications from the Scania workshop;
 - 9.3.10. if the customer has committed another breach of their obligations under the contract and this breach is not remedied within thirty (30) days of receiving a corresponding notice. If Scania explicitly sets a longer period, this shall apply;
 - 9.3.11. if a customer and/or operator has not met their contractual payment obligations for fees, regardless of whether the jointly liable debtor (customer/operator or financing company) has settled these outstanding amounts through their own payments at Scania's request;
 - 9.3.12. if Scania is entitled to review the fees as provided in these general terms and conditions and a review at Scania's sole discretion does not provide sufficient remedy for the changed circumstances regarding the services and its obligations under this contract;
 - 9.3.13. if a bankruptcy petition has been filed against the customer, the customer is in liquidation, has relocated its headquarters abroad, or has suspended payments.
- 9.4. In the event of early termination of the contract by Scania in accordance with any of the provisions of this clause 9, Scania shall, in addition to all other legal remedies available to it, be entitled to compensation from the customer or the jointly liable parties (operator or financing company) for all remaining costs and fees incurred by Scania (debt collection costs, attorney's fees, etc.). Scania shall also be entitled to compensation for the expected revenues from the concluded contract and any consequential damages must be borne by the debtor.

10. MISCELLANEOUS

- 10.1. The contract takes precedence over all prior agreements or arrangements between the same parties concerning the subject matter of repair and maintenance services for the vehicle.
- 10.2. Scania may, at any time, transfer its rights and obligations under this contract (in whole or in part) to another Scania workshop or a company within the Scania Group, without further procedural formalities. Transfers of rights/obligations by the customer/operator or financing company require Scania's prior written consent.
- 10.3. Scania may change the content of the contract (including these general terms and conditions) at any time and undertakes to inform the customer/operator or financing company of such changes immediately and in writing. Such changes shall take effect after the expiration of the contractual ordinary notice period following receipt of the corresponding notification of change without the consent of the customer. If the customer/operator or financing company does not accept the change, they must terminate the contract in accordance with the ordinary notice period.
- 10.4. Should any provision of this contract be declared invalid or unenforceable, the remaining provisions of the contract shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by an equivalent valid provision.
- 10.5. Notices related to this contract may be made by telephone, email, post, or courier. The address in the heading remains valid until a change is communicated to the other party in writing.
- 10.6. In the event of any discrepancy in the interpretation of these general terms and conditions, the German version shall prevail.

11. APPLICABLE LAW

- 11.2. The contract is governed exclusively by Swiss law. The exclusive place of jurisdiction for the adjudication of all disputes arising from the contract is the registered office of Scania, who is, however, entitled to take legal action against the customer at their place of residence or domicile.

12. OTHER EXCLUSIVE SERVICE MODULES FROM SCANIA SCHWEIZ AG

- 12.1. **Pre-inspection of the elements checked during the official motor vehicle inspection** by Scania. The official inspection date must be communicated to Scania at least 14 days in advance. Prior to the official periodic vehicle inspection, Scania checks the relevant functions of the vehicle, which are also inspected by the road traffic office in accordance with art. 33 para. 1 VTS/OETV. The pre-inspection by Scania also includes chassis cleaning, headlight adjustment, and brake testing, along with the preparation of inspection reports. Any necessary repairs are only covered within the scope of the service contracts concluded with Scania.
- 12.2. **Vehicle inspection service: The service "Conducting the vehicle inspection" includes the drive to the road traffic office and the time required to present the vehicle to this office.** The inspection fees of the road traffic office and any resulting performance-related heavy vehicle fees (LSVA) are the responsibility of the vehicle owner.
 - 12.2.1. If the vehicle does not pass the official vehicle inspection and must be presented again, Scania will only cover these costs if the pre-inspection was conducted by a Scania-authorized repair workshop and the repairs required after the first vehicle inspection were carried out by a Scania-authorized repair workshop.
- 12.3. Early vehicle inspections: In Switzerland, the following periodic follow-up intervals apply for trucks / articulated vehicles with a maximum speed over 45 km/h:



- 12.3.1. **For the first time two years** after initial registration, then **after another two years**, and thereafter **annually**. Vehicles used for professional passenger transport, including company cars, and vehicles for the transport of dangerous goods are exempt and require an **annual official inspection**.
- 12.3.2. If the customer, operator, or holder requests an early official inspection (within 10 months after the last official inspection at a road traffic office / TCS), all costs of a pre-inspection or performing the early inspection are borne by the customer, operator, or owner.
- 12.4. **Vehicle pickup and delivery service** for agreed, flexible, or periodic maintenance and repairs. This service includes the transfer of the vehicle between the customer's location communicated to Scania and the Scania-authorized repair workshop within a maximum radius of 50 km from the authorized repair workshop.
- 12.5. **Replacement passenger car:** If the customer does not make use of the vehicle pickup and delivery service, they may alternatively use the "Replacement passenger car" service. This involves the provision of a passenger car by Scania after the customer has driven their vehicle to the Scania-authorized repair workshop. Upon completion of maintenance, the replacement car must be returned to the Scania repair workshop in the same condition in which it was received. The replacement car may be driven a maximum of 180 km. Additional kilometres and fuel consumption for using the replacement car will be billed separately to the customer.
- 12.6. **Fire extinguisher:** This service covers the replacement of the fire extinguisher according to the applicable regulations in Switzerland. If the customer requests compliance with other regulations, the additional costs must be borne by the customer and will be billed separately.
- 12.7. **Tires:** The number of tire sets provided is determined based on the operating conditions in the main contract. If this number is exceeded, the excess consumption will be billed separately to the customer. Checking tire pressure is the responsibility of the customer/driver. Incorrect or excessive tire tread wear may lead to additional tire consumption, which will be billed separately to the customer.
- 12.8. **Trailer coupling and/or semi-trailer coupling:** includes lubrication and maintenance of the semi-trailer coupling (maintenance must be performed at a Scania workshop).
- 12.9. **Bodywork on Scania or trailer**
- 12.9.1. **Maintenance:** Maintenance work on the vehicle body is explicitly agreed upon in the main contract. This maintenance is carried out in accordance with the specifications of the body manufacturer.
- 12.9.2. **Repairs:** Repairs refer to components that must be replaced due to normal wear, aging, or material fatigue. Repair work on the vehicle body may only be performed on elements explicitly mentioned in the main contract. Repair work on other elements/components will be billed separately to the customer.
- 12.10. **Tail lift**
- 12.10.1. **Maintenance:** Maintenance includes lubrication of the tail lift and a functional control.
- 12.10.2. **Repair:** For repair work on the tail lift, all components subject to wear, aging, or material fatigue are part of the maintenance and repair contract. Improper use, such as overloading, is not covered. Repairs are carried out in accordance with the manufacturer's specifications.