

Volvo Fleet Service Agreement

The Customer agrees to enter into this Fleet Service agreement (hereinafter referred to as the **"Agreement"**)

1. **Object of the Agreement**

1.1. Subject to the terms and conditions of this Agreement and in consideration of the payment by the Customer of the price and other charges set out herein, Volvo Group Australia Pty Ltd ABN 27 000 761 259 (**"VGA"**) provides the services described in article 2 below (the **"Services"**) for the vehicle(s) indicated by the Customer on Volvo Connect (the **"Vehicle"**).

2. **Services**

2.1. Volvo-fleet services consists of the following services;

- (i) Positioning
- (ii) Fuel & Environment;
- (iii) Vehicle Status
- (iv) Safety service
- (v) Range & Route
- (vi) Energy & Environment
- (vii) Charging Management
- (viii) Safety Zones

Further description of the Services is set out on Volvo Connect.

2.2. VGA may make any change to the provision of the Services which is required to conform to any applicable safety, statutory or regulatory requirement or added functionality; or which does not materially affect the quality or performance of the Services provided that VGA notifies the Customer in advance of such changes. Such notification will be provided to the Customer via an alert window on the home page of Volvo Connect.

3. **Price for the Services**

3.1. The Customer shall pay the price for the Services on a case by case basis:

- (i) either as a pre-payment for a pre-paid fixed period; or
- (ii) monthly payments against invoice.

3.2. All payments by the Customer shall be made via direct debit.

3.3. All payments to be made by the Customer under the Agreement will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

3.4. The price for the Services shall be as stated on Volvo Connect Digital Service Store (where the price may be updated from time to time by VGA with the validity date for new prices stated) and, if applicable, less discount as agreed between the Customer and VGA on a case by case basis. VGA will provide 30 days' written notice of such price updates.

3.5. In addition to the price, the Customer shall pay the cost for upgrades of software and/or hardware as required for the functioning of the Services, including but not limited to tele-communication equipment.

3.6. The Customer shall pay interest on any overdue payment or other sum due under this Agreement that remains outstanding for 14 days from the due date at the rate of the official cash

rate plus 2% per annum from the due date until the date of payment and such interest shall run both before and after any judgement.

4. **Specific conditions for pre-paid subscriptions**

4.1. For Services where there is an agreed pre-payment for a pre-paid fixed period, the following conditions apply:

- (i) To take advantage of the pre-paid period, the Vehicle must be registered and activated on Volvo Connect within one year from the day the pre-paid period was invoiced.
- (ii) The subscription period starts on the first day of the month after the Vehicle is registered on Volvo Connect.
- (iii) During the prepaid subscription period, subscription charges will not be invoiced for the Vehicle to the Customer.
- (iv) Charges related to Services or usage other than covered by the subscription fee (e.g. additional Services), will be charged and invoiced to the Customer.
- (v) During the pre-paid period, no refunds will be made if the Customer discontinues any of the Services. If the Customer wishes to subscribe to additional Services during the pre-paid period, the additional Service(s) will be invoiced according to Article 3 above.
- (vi) When the pre-paid subscription period for a Service expires, that Service will be suspended until such time as the Customer renews the Service subscription, deactivates the Service, or de-registers the Vehicle, or this Agreement is terminated. VGA will provide 3 months' written notice prior to the expiry of a pre-paid subscription period.
- (vii) The above shall however not affect VGA's obligation to pay a refund pursuant to Article 7.6(iii) below.

5. **Information Systems**

5.1. The Customer is aware that vehicles manufactured, supplied or marketed by a company within the Volvo Group are equipped with one or more systems which may gather and store information about the vehicle (the "**Information Systems**"), including but not limited to information relating to vehicle condition and performance and information relating to the operation of the vehicle (together, the "**Vehicle Data**"). The Customer agrees not to interfere with the operation of the Information System in any way.

5.2. Notwithstanding any termination or expiry of this Agreement, the Customer acknowledges and agrees that VGA may: (i) access the Information Systems at any time (including remote access); (ii) gather the Vehicle Data; (iii) store the Vehicle Data on Volvo Group systems; (iv) use the Vehicle Data in order to provide services to the Customer, as well as for its own internal and other reasonable business purposes; and (v) share the Vehicle Data within the Volvo Group and with selected third parties.

5.3. The Customer shall ensure that any driver or any other individual authorized by the Customer to operate the vehicle: (i) is aware that personal information relating to them may be gathered, stored, used, shared or otherwise processed by VGA; and (ii) is referred to or provided

with a copy of the applicable Volvo Group privacy notice (available at <https://www.volvotrucks.com.au/en-au/tools/privacy/operators-and-drivers.html>).

5.4. The Customer agrees to notify VGA in writing if it sells or otherwise transfers ownership of the Vehicle to a third party.

6. **Data Management Agreement**

6.1. By entering into this Agreement the Customer:

- (i) confirms that it has read, and understands, the Data Management Agreement, which is entered into between Volvo Truck Corporation, Registration Number 556013-9700, Sweden (VTC) and the Customer, the current terms of which are available at <https://www.volvotrucks.com.au/en-au/tools/privacy/data-management.html>;
- (ii) as consideration for VGA's promises under this Agreement, agrees to the terms of, and to be bound by, the Data Management Agreement as if it were specifically named as a party; and
- (iii) acknowledges that the Data Management Agreement may be amended from time to time by VTC in accordance with its terms.

6.2. VTC has appointed VGA as its agent for the purposes of entering into the Data Management Agreement with the Customer. VTC may exercise its rights, and perform its obligations, under the Data Management Agreement in its own name or through VGA. VTC is not a party to, and has no liability under, this Agreement.

6.3. Any data collected by VGA in the course of exercising its rights or discharging its obligations under this Agreement (including from the Information Systems) will be used, stored and managed in accordance with the Data Management Agreement.

7. **Term and Termination**

7.1. The term of this Agreement commences on the date of acceptance of this Agreement by the Customer on Volvo Connect.

7.2. The Agreement will continue in force until all of the Services are deactivated or until the Vehicle is de-registered by the Customer on Volvo Connect, whichever comes first. The Agreement shall terminate at the end of the calendar month in which such deactivation or de-registration was effected.

7.3. The Customer may, at any time, deactivate one or more Services or de-register the Vehicle through Volvo Connect or by contacting VGA at servicesolutions.au@volvo.com. Customer access to Services will expire immediately upon deactivation or de-registration of the relevant Vehicle. If the Customer deactivates or de-registers a Vehicle by contacting VGA at the above email address, deactivation or re-registration may be executed on a specified future date, such as the end of a pre-paid period.

7.4. VGA may, by written notice to the Customer, terminate this Agreement for all Vehicles or terminate a Vehicle Schedule, or suspend performance by VGA under this Agreement or under a Vehicle Schedule, if the Customer:

- (i) defaults in the punctual payment of any amount falling due under Article 3, and such failure has continued for 14 days after notice from VGA; or
- (ii) sells, lets or hires or otherwise disposes of or parts with possession or control of a Vehicle(s); or
- (iii) commits a material breach of this Agreement (including a failure to comply with a reasonable direction of a VGA Authorised Dealer or anything that has a health, safety or

environmental implication for a VGA Authorised Dealer) and does not remedy that breach to the reasonable satisfaction of VGA, within 14 days of notice from VGA; or

(iv) enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect; or ceases to trade or appears in the reasonable opinion of VGA likely or is threatening to cease to trade (but only to the extent that VGA is permitted by applicable law to exercise this termination right).

7.5. VGA may terminate this Agreement at any time by providing six months' prior written notice.

7.6. If this Agreement expires or is terminated, the following shall apply after the date of expiry or termination:

(i) The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liability of either the Customer or VGA accrued prior to termination. The conditions which expressly or impliedly are capable of having effect after termination will continue in force notwithstanding termination;

(ii) Upon termination of the Agreement for whatever reason the Customer shall not be entitled to a refund of any sums paid under this Agreement and the Customer shall forthwith pay VGA any sums accrued due under this Agreement;

(iii) VGA will, however, compensate the Customer in case of a pre-paid Agreement for a fixed period of time if VGA materially reduces the scope of the Services during that period of time. The compensation shall in such case be in proportion to the reduced use of the Services during the remaining period and shall exclude any other compensation to the Customer, such as costs, expenses and damages for lost business, and loss of profit.

8. General responsibilities and obligations of the Customer

8.1. The Customer shall ensure that each employee or other person who operates the Vehicle, or uses the Services, complies with this Agreement and any instructions and recommendations set out on the Services terms of use and with VGA user guidelines in respect of the Service.

8.2. The Customer guarantees that it owns or otherwise has the right of disposition of the Vehicle.

8.3. The Services will only be provided by VGA in respect of the Vehicle if payment for the Service has been received by VGA in accordance with this Agreement and if the Customer has acquired all the equipment and software required for the use of the Services.

8.4. The Customer shall secure that the Vehicle is equipped with the systems and hardware as may be required for the Services. In case of doubt the authorized Volvo dealer can provide the systems as necessary.

9. Information Availability

9.1. Information visible in Volvo Connect will be available to the Customer in accordance with the following: (a) Positioning data for one (1) year; (b) Positioning data per minute for 100 days; (c) Fuel and Environment report data on an aggregated level for five (5) years; (d) Safety Service report data on an aggregated for five (5) years , (e) Asset alerts for 90 days.

10. Limitations of liability

10.1. Each Party's total maximum liability under this Agreement for claims arising in each calendar quarter (whether in contract, tort, negligence, statute, restitution, or otherwise) shall not exceed 100% of the sum paid under the Agreement in the calendar year in which the claim arose

or the amount required to compensate the other Party for any loss suffered as a result of breach of the Agreement or negligence by the at-fault Party.

10.2. Neither Party will be liable (whether in contract, tort, negligence, statute or otherwise) for any loss of profits, loss of business, wasted management time or costs of data reconstruction or recovery whether such loss arises directly or indirectly and whether that Party was aware of its possibility or not or for any consequential or indirect losses.

11. Force Majeure

11.1. For the purposes of this Agreement, a Force Majeure Event means any event or circumstance beyond the reasonable control of a party, including but not limited to third party supplier failure or delay, third party service provider failure or delay (including but not limited to mobile data network operators), acts of God, natural disasters, war or warlike operations, industrial disputes, protests, fire, flood, tempest, explosion, acts of terrorism, riots, revolution, civil commotion, pandemics and epidemics, public health emergencies, and national emergencies.

11.2. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, to the extent such failure or delay is caused by a Force Majeure Event.

11.3. A party affected by a Force Majeure Event must:

- (i) as soon as practicable, notify the other Party of the Force Majeure Event and its expected duration and consequences; and
- (ii) use its best endeavours to minimise the consequences of the Force Majeure Event and to resume performance of the affected obligations.

12. Notices

12.1. Any notice for termination of this Agreement by VGA will be made to the Customer's email address registered on Volvo Connect.

12.2. Any other notice by VGA in connection with this Agreement will be deemed to be considered duly served when published on Volvo Connect or sent to the Customer's email address registered on Volvo Connect.

13. Miscellaneous

13.1. Time for performance of all obligations of each Party is not of the essence.

13.2. If any condition or part of the Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.

13.3. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

13.4. VGA may vary or amend the terms and conditions of this Agreement with three months' prior notice to the Customer.

13.5. The Agreement is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Agreement without VGA's prior written consent (not to be unreasonably withheld).

13.6. Without limiting any rights the Customer may have under the Australian Consumer Law, this Agreement, including any Vehicle Schedule and any other documents incorporated by reference, embodies the entire agreement between the parties in respect of its subject matter, to the exclusion of all other terms and conditions including any oral or written representations which

are contrary to the terms of this Agreement (provided that nothing in this Article 13.6 excludes VGA's liability for fraudulent misrepresentation), and any terms of any purchase order, confirmation of order or similar document.

14. Applicable law and dispute resolution

14.1. This Agreement shall be construed and interpreted in accordance with the laws of Queensland and the parties submit to the exclusive jurisdiction of the Queensland courts and Commonwealth courts exercising jurisdiction in Queensland.

14.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Rules of the Australian Centre for International Commercial Arbitration, unless one of the parties objects. If one of the parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved by arbitration in accordance with the Rules of the Australian Centre for International Arbitration. The arbitration proceeding shall be held in English. The place of arbitration shall be Brisbane, Queensland. However, VGA shall be entitled at its discretion to have recourse to litigation on matters of industrial property rights, such as patents, trademarks and industrial secrets.