



Customer Number:
Contract Number:

Fuel Tax Credit Service Agreement

The Customer agrees to enter into this Fuel Tax Credit 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 ACN 000 761 259, trading as Volvo Truck Australia (hereinafter referred to as "**VGA**") provides the service described in article 2 below (the "**Service**") for the vehicle(s) indicated by the Customer on Volvo Connect (the "**Vehicle**").

2. Service

2.1. The Service consists of the following;

(i) Fuel Tax Credit;

2.2. Fuel Tax Credit Service requires that the Vehicle is also enabled with the Fuel & Environment Service and Positioning Service, available through Volvo Connect.

2.3. Fuel Tax Credit utilizes the vehicle information displayed in the Assets function in Volvo Connect. Further description of the Service is set out on Volvo Connect.

2.4. VGA may make any change to the provision of the Service 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 Service.

3. Price for the Service

3.1. The Customer shall pay the price for the Service, as agreed between the Customer and VGA 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 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.

3.3. If any sum payable under the Agreement is not paid when due then, without prejudice to VGA's other rights under the Agreement, that sum will bear interest from the due date until payment is made



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in full, both before and after any judgment, at a rate that is equal to the Stockholm Interbank Offered Rate (STIBOR) 3 month interest rate.

4. Specific conditions for pre-paid subscriptions

4.1. For Service 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 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 Service or usage other than covered by the subscription fee (e.g. additional Service), 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 Service. If the Customer wishes to subscribe to additional Service during the pre-paid period, the additional Service(s) will be invoiced monthly according to Article 3 above.
- (vi) When the pre-paid subscription period has expired this Agreement will automatically terminate.
- (vii) The above shall however not affect VGA's obligation to pay a refund pursuant to Article **Error! Reference source not found.** below

5. Information Systems

5.1. The Customer is aware that vehicles manufactured, supplied or marketed by VGA 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 Service 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 Australia privacy notice (available at <https://www.volvotrucks.com.au/en-au/tools/privacy.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. The Customer acknowledges that the Data Management Agreement, attached hereto as Annex 1, and available at the following web site: <https://www.volvotrucks.com.au/en->



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[au/tools/privacy/data-management.html](#), is an integral part of this Agreement and agrees that the terms of that agreement applies to any data processing under this Agreement.

7. Term and Termination

7.1. The term of this Agreement commences on the date the Vehicle is registered by the Customer on Volvo Connect.

7.2. The Agreement will continue in force until the Vehicle is de-registered by the Customer on Volvo Connect. The Agreement shall terminate at the end of the calendar month in which such de-registration was effected.

7.3. The Agreement shall automatically terminate if the Customer transfers the ownership of the Vehicle to a third party.

7.4. VGA may terminate the Agreement with immediate effect if the Customer is in material breach of the Agreement or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect.

7.5. Failure by the Customer to pay any sum due under this Agreement is a fundamental breach which entitles VGA to terminate this Agreement with immediate effect.

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 shall, 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 Service during that period of time. The compensation shall in such case be in proportion to the reduced use of the Service



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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 Service, complies with this Agreement and any instructions and recommendations set out on the Service 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 Service 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 Service.

9. Information Availability

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

10. Limitations of liability

10.1. The following provisions of this Article reflect the scope of the Agreement and the price for the Service.

10.2. VGA'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 quarter in which the claim arose.

10.3. VGA will not 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 VGA was aware of its possibility or not or for any consequential or indirect losses.

10.4. VGA hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favor of the Customer.

11. Force Majeure

11.1. VGA will not be liable to the Customer for any failure or delay or for the consequences of any failure or delay in performance of the Agreement, if it is due to any event beyond the reasonable control and contemplation of VGA including, without limitation, third party service providers (including but not limited to mobile data network operators), acts of God, war, industrial disputes, protests, fire, tempest,



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explosion, an act of terrorism and national emergencies and VGA will be entitled to a reasonable extension of time for performing such 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.

13. Miscellaneous

13.1. Time for performance of all obligations of VGA 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 VGA 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.

13.6. The Agreement contains all the terms which VGA and the Customer have agreed in relation to the Service and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Service.

13.7. The Customer acknowledges and agrees that the Service, including but not limited to Fuel Tax Credit, do not include the provision of tax advice and that any information provided by VGA or any applicable third party should not be relied upon as such.

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 Commercial 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.