

## ProCare

### Terms and Conditions

#### Description: ProCare:

- is a predictive maintenance service, provided remotely, that uses diagnostic tools to obtain real time operational data from the Vehicle. The intention of the solution is to use telematics to monitor wear and tear of ProCare Components; predict possible failures of ProCare Components prior to breakdown of such components; and then notify users when a ProCare component is likely to need to be replaced, reducing the risk of failure and unplanned downtime.
- includes real-time Health Monitoring across a number of uptime critical components and systems, to monitor performance deviations and is designed to foresee a severe risk of breakdown.

ProCare is intended to be supplementary to (and not as a replacement of) the notification requirements contained in Scania's standard Repair and Maintenance Terms and Conditions appropriate to the vehicle type ("R&M Terms & Conditions").

**ProCare Components:** the components monitored under ProCare may change over time and may vary between vehicle models. A full list of components monitored by ProCare is available on request and can be found in section 3 of the Scania ProCare Technical Coverage document which can be found at: [www.scania.co.uk/procare-technical-coverage](http://www.scania.co.uk/procare-technical-coverage).

**Health Monitoring:** technical specification and truck model might affect component relevance and coverage. Systems and components covered by the Health Monitoring may change over time. For further details on the systems and components covered by Health Monitoring please consult section 2 of the Scania ProCare Technical Coverage document which can be found at: [www.scania.co.uk/procare-technical-coverage](http://www.scania.co.uk/procare-technical-coverage).

#### Duration

The ProCare services shall commence on the ProCare Service Commencement Date, being the date agreed by the parties as the date on which the ProCare services shall commence. In addition to the termination rights for either party contained in the R&M Terms & Conditions either party may terminate the ProCare services by giving to the other at least 3 months' written notice, such notice to terminate on an anniversary of the ProCare Service Commencement Date.

#### Payment

Unless agreed otherwise in writing payment for ProCare shall be made monthly in arrears.

#### Obligations of Scania

Scania shall monitor the condition of the ProCare Components and Health Monitoring and notify the Customer of the recommended actions, with a view to reducing unplanned downtime of the Vehicle due to reasons identified by ProCare.

Using the ProCare data Scania will contact the Customer in order to schedule and plan repairs identified by ProCare. Scania may contact the Customer to schedule works prior to the Customer being aware of an issue, through warning notifications or otherwise. Any repairs or works carried out as a result shall be subject to the R&M Terms & Conditions.

Repair works shall be carried out during Scania Workshop's usual working hours.

Some technical deviations may not prevent the normal performance of the Vehicle or endanger the proper functioning of the Vehicle and Scania shall use its discretion to determine when a workshop repair is required.

#### Obligations of the Customer

Failure of the Customer to comply with:

- Scania's ProCare technical requirements as referenced in the Scania ProCare Technical Coverage document
- the R&M Terms & Conditions;
- the Connected Service Terms & Conditions; or
- the requirements of these ProCare terms and conditions

may invalidate the provision of ProCare.

The Customer shall immediately contact Scania if there are any indications of deviance from the normal performance of the Vehicle and shall provide detailed information about the condition of the Vehicle to assist Scania in its diagnostics. Outside of Scania's normal working hours, the Customer should contact Scania Assistance.

The Customer shall ensure that the Vehicle is made available to the Scania Workshop without undue delay once the need for Repairs or adjustments has been identified by ProCare and at the time and date agreed with Scania.

It is a condition of ProCare that the customer has a current repair and maintenance contract for the Vehicle.

**Real-time Data:** ProCare relies on access to real-time Vehicle operational data relating to ProCare Components. Any modification to, or interference with Scania's telematics equipment within a Vehicle covered by ProCare, or any interfaces with such equipment, may affect or interrupt the transmission of data to Scania and are therefore prohibited.

**Limitations:** ProCare is a solution in development and shall not be provided uninterrupted or error-free. Scania shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the ProCare solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Scania does not guarantee to identify any and all potential risks regarding the condition of the ProCare Components prior to any component failure. Scania shall monitor the condition of the ProCare Components in a diligent manner, using the technical systems which are installed on the Vehicle and available to Scania and the vehicle data received by Scania from the same. To benefit fully from the ProCare service the Customer must follow the preventive actions advised by Scania in accordance with its instructions.

For the avoidance of any doubt, the obligations of Scania related to the provision of ProCare are subject to the limitations and exclusions contained in the R&M Terms & Conditions and Scania's Terms and Conditions of Connected Services.

**Additional Terms:** ProCare is a "connected service" and as such, Scania's Terms and Conditions of Connected Services shall apply to the Customer's use of such Service. Such terms are available on request or on Scania's website:

<https://www.scania.com/uk/en/home/admin/misc/legal/business-with-scania.html>

In the event of any conflict, the following order of precedence shall apply: (i) R&M Terms & Conditions and then (ii) Scania's Terms and Conditions of Connected Services.

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