



ANNEX 1

GENERAL TERMS AND CONDITIONS FOR SCANIA SERVICES 360

1. DEFINITIONS and INTERPRETATION

- 1.1. The following expressions and phrases shall have the meaning as set out below next to them.
- a. **Activation Letter** means a letter submitted by Scania to the Customer after the Main Contract Form has been executed, which confirms the identity of the Vehicle(s), and any other details agreed between the Parties).
 - b. **Additional Services** shall mean services listed as such in the Main Contract Form, and as further specified separately by Scania from time to time in terms of content, exclusions and other terms and conditions applicable thereto (which, for avoidance of any doubt and in case of contradictory wording, shall take precedence over these General Terms for purposes of such relevant Additional Services).
 - c. **Annual Mileage** shall mean the annual mileage per vehicle as defined in the Main Contract Form.
 - d. **Breakdown** shall mean a Vehicle stand-still caused by a materially unforeseeable and urgent technical defect, rendering the Customer unable (whether in whole or in part) to perform its intended activities with the Vehicle.
 - e. **Breakdown Repairs** shall mean repairing of urgent technical defects that have led to a Breakdown.
 - f. **Business Hours** shall mean normal opening hours (as communicated on www.scania.com or national Scania Group websites) of Scania and, where relevant, other Repairing Workshops.
 - g. **Charges** shall mean the agreed prices to be charged to the Customer as set forth out in the Main Contract Form, as amended from time to time in accordance with the Contract.
 - h. **Connected Services Agreement** shall mean an agreement signed by the Customer covering fleet management, digital tachograph and/or any other connected or digital services from the Scania Group.
 - i. **Contract** shall mean the Main Contract Form (including any terms and conditions relating to any Additional Services referenced therein) together with all of its Annexes and any Activation Letters (where applicable).
 - j. **Contract Total Mileage** shall mean the maximum distance which may be reached by use of the Vehicle during the Contract term, calculated as Annual Mileage multiplied by Contract duration in months divided by 12.
 - k. **Contract Start Date** shall for a New Vehicle mean the Warranty Start Date for such Vehicle.
 - l. **Customer** shall mean the contracting party identified as the Customer in, and signing, the Main Contract Form.
 - m. **Excess Charge** shall mean the Positive or Negative Excess Charge referenced in the Main Contract Form, if and where applicable to the relevant Vehicle(s).
 - n. **Exclusions** shall mean those exclusions or limitations referred to in Clause 4 of these General Terms as well as any other exclusions that apply to Additional Services in accordance with terms and conditions communicated separately to the Customer by Scania.
 - o. **Flexible Maintenance** shall mean Vehicle maintenance that is not periodical as set out in a Vehicle-specific plan or schedule at the time of Vehicle delivery, but the content of which (as to required maintenance measures along with intervals for and timing thereof) instead dynamically evolves over time depending on the prevailing and potentially fluctuating operational conditions for the Vehicle.
 - p. **Finance Company** shall mean the entity designated as such in, and signing to the Main Contract Form, in the capacity of it providing an Operating Lease to the Customer.



- q. **Frame agreement** shall mean a version of this Contract covering one or more Vehicle(s). Those vehicle(s) shall be referenced in the Main Contract Form by their Vehicle order number, number of the vehicle(s) and the delivery period. VIN of these vehicle(s) will be added to the Contract by Scania issuing the Customer with Activation letter(s).
- r. **GDPR** shall mean the General Data Protection Regulation (EU) 2016/679 as it forms part of the European Union (Withdrawal) Act of 2018.
- s. **General Terms** shall mean these general terms and conditions for Scania Services 360.
- t. **Geographical Coverage** shall mean the areas where the Services are to be provided from (if not provided remotely), as referenced in these General Conditions and the Main Contract Form.
- u. **Home Workshop** shall mean the Scania Workshop specified in the Main Contract Form or in the relevant Activation Letter.
- v. **Main Contract Form** shall mean the main Scania Services 360 document signed by the Parties confirming the Customer information, Operational Characteristics and the Charges, and which incorporates these General Terms.
- w. **Maintenance** shall mean maintaining a Vehicle according to its tailored program of scheduled maintenance.
- x. **Maximum Gross Train Weight** shall mean the maximum weight of the Vehicle, including superstructure, load and towed vehicles (e.g. trailers and semitrailers) referenced in the Main Contract Form.
- y. **Scania Max24** shall mean the supplementary program to Scania Services 360 defined separately by Scania, and subject to the applicable Scania Max24 terms and conditions, as updated from time to time.
- z. **Minimum Use Rate** shall mean the percentage of the Annual Mileage as mentioned in the Main Contract Form.
- aa. **New Vehicle** shall mean a Vehicle which has an odometer reading not exceeding ten thousand (10,000) kilometres and which is no older than six (6) months, measured from its Warranty Start Date.
- bb. **Normal Wear and Tear** shall mean expected and reasonable deterioration of the Vehicle and its components through standard use over time in the Vehicles normal operations as referenced in the Operational Conditions, but always excluding damage caused by accidents, neglect, or abuse.
- cc. **Odometer Reading At Contract Start (km)** shall mean the odometer value stated in the Main Contract Form or in the Activation letter for the relevant Vehicle.
- dd. **Operating Lease** shall mean a lease contract entered into by the Customer and the Finance Company, according to which a Vehicle is financed to the Customer with the costs of Vehicle repair and maintenance being covered by the Finance Company.
- ee. **Operator** shall mean a third party specified by the Customer in the relevant order and approved by Scania in the relevant Activation Letter, as intended to operate the Vehicle(s) instead or on behalf of the Customer.
- ff. **Operational Conditions** shall mean operational conditions and characteristics as set in the Main Contract form
- gg. **Party** and **Parties** shall individually and collectively mean the entities signing the Main Contract Form.
- hh. **Powertrain** shall mean and cover all components directly related to Vehicle propulsion, meaning; engine block, cylinder heads, crank mechanism, cylinders, pistons, flywheel, camshafts, valves, timing gears, engine lubrication system, oil sump, intake and exhaust manifolds, turbocharger, EGR valve, radiator, charge air cooler, coolant pump, fuel high pressure and feed pump, unit injectors (PDE, HPI, XPI engines), exhaust system, exhaust gas after treatment, clutch control, clutch housing, gearbox housing, gear selector housing, shafts, planetary and transfer gear, gear control, oil pumps, gearbox cooling, PTO, retarder, built-in torque converter, propeller shaft, front and rear axle, axle housings, axle gears, differential locks, front and rear wheel hubs with bearings, ignition system (for Otto Cycle engines), and engine cable harnesses, LNG&CNG gas tank



- ii. **PTO Hours Annual Limit** shall mean the number of annual PTO hours defined in the Main Contract Form.
- jj. **PTO** shall mean the takeover of power (direct or via the gearbox) generated by the engine, for purposes of the superstructure or another equipment. For the purposes of this Contract and these General Terms, the unit receiving the power (e.g. hydraulic pump) is not treated as a part of the PTO.
- kk. **Repairs** shall mean repairing of regular defects occurring in the Vehicle(s) in order to get back functional and roadworthy condition, to the extent that such defects are not already covered by warranty.
- ll. **Repairing Workshop** shall mean the Scania Workshop, including Scania’s own or other Scania approved repair and maintenance service provider as appointed by Scania or Scania Assistance (where relevant), which carries out or shall carry out Services according to the Contract.
- mm. **Scania** shall mean the contracting party identified as Scania in, and signing, the Main Contract Form.
- nn. **Services 360** is the commercial name of the Scania Group’s offerings around repair and maintenance services
- oo. **Scania Assistance** shall mean the Scania Group organisation that provides online, roadside and other aid and product support to Scania customers 24 hours a day 7 days a week, known as “Scania Assistance”.
- pp. **Scania Group** shall mean the corporate group of companies of Scania CV AB (publ) in Sweden, including its subsidiaries world-wide.
- qq. **Scania Parts** shall mean original parts fitted to the Vehicle(s) from factory, or subsequently supplied by and through the Scania Group and its authorised Scania Workshops.
- rr. **Scania Services 360 Core** is defined in Clause 2.11 of these General Terms.
- ss. **Scania Services 360 Full** is defined in Clause 2.12 of these General Terms
- tt. **Scania Services 360 Plus** is defined in Clause 2.13 of these General Terms.
- uu. **Scania Services 360 Pro** is defined in Clause 2.14 of these General Terms.
- vv. **Scania Workshop** shall mean a workshop authorised to represent the Scania brand for the supply of aftermarket goods and services in the selected Region/s.
- ww. **Service Product** shall mean any of Scania Services 360 Core, Scania Services 360 Full, Scania Services 360 Plus and Scania Services 360 Pro.
- xx. **Services** shall mean the Services Works covered by the Services Products referenced in the Main Contract Form (along with any Additional Services).
- yy. **Service Works** – shall mean Repairs or Breakdown repairs or Maintenance operations provided separately or in parallel.
- zz. **Software Update** – shall mean software updates to Vehicle management systems, where such updates are required by the manufacturer under safety or recall campaigns, or to ensure original Vehicle performance characteristics and/or cyber-security or stability of Vehicle management systems.
- aaa. **Type(s) of Operation(s)** shall mean a description of the operational conditions of the Vehicle as set out in the Main Contract Form, within the categories defined below, based on road surface condition, minimum average speed, maximum average number of the stops per 100 km and maximum idling as % of operational time:

| Types of Operation* | Conditions* | | | |
|---------------------|------------------------|-------------------------------|-------------------------------------|---|
| | Road Surface Condition | Minimum Average Speed (kph)** | Max. average number of stops/100 km | Max. idling (% of total operational time)** |
| Long distance | tarmac | 60 | 20 | 20 |
| Regional | tarmac | 40 | 150 | 25 |
| Urban | tarmac | Below 40 | Above 150 | Above 25 |



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| Off-road/construction | Untarmacked road | N/A | N/A | N/A |
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*All of the relevant Conditions must be met in order for a Vehicle to fall within an Operation classification.

** Measured on a continuous cumulative basis over the term of the Contract, the shortest measurement period is 1 month.

Scania shall use the Vehicle's connected services data to assess the operational use of a Vehicle, as classified above.

bbb. **Vehicle(s)** shall mean the one or several vehicles that are covered by Services, as referenced in the Main Contract Form and subsequently identified in the relevant Activation Letter (if applicable) and always subject to clause 4.4 g).

ccc. **VIN** shall mean Vehicle Identification Number – 17 digits alphanumeric vehicle identifier.

ddd. **Warranty Start Date** shall mean the date/s confirmed in a New Vehicle's hand-over or similar document as the date on which its factory warranty starts running.

1.2. In these General Terms:

- a) any phrase introduced by the words “**including**”, “**includes**”, “**in particular**” “**such as**” or “**for example**” or similar shall be construed as illustrative and are deemed to have the words “**without limitation**” following them;
- b) in the event of any conflict, inconsistency, or discrepancy between the provisions of the Main Contract Form and the General Terms, the terms of the Main Contract Form shall prevail and take precedence.
- c) unless a right or remedy of a Party is expressed to be an exclusive right or remedy, the exercise of it by a Party is without prejudice to that Party's other rights and remedies.

2. SERVICE OBLIGATIONS BY SCANIA

General

- 2.1. In consideration of the Customer paying all due Charges as they fall due and provided also that no Exclusions apply and that there is a Connected Services Agreement in place covering the Vehicle(s), Scania undertakes that the Services will be carried out to the Vehicle(s) in accordance with this Contract, so as to maintain the Vehicle(s) in a good and serviceable working order.
- 2.2. Notwithstanding Scania's co-ordination efforts for the Services to be carried out at the Home Workshop in preference to any other Scania Workshop, the Customer is entitled to order and plan for the carrying out of work under the Services from any Scania Workshop in the Geographical Coverage of the respective Service categories as referenced in these General Terms and the Main Contract Form.
- 2.3. The Customer acknowledges and accepts, that for Flexible Maintenance the Vehicle specific Maintenance schedule(s) will vary depending on evaluation by Scania or Scania Workshops of changes in the Operational Conditions, performance and utilisation of the Vehicle(s), all as continuously reflected in Scania's Maintenance planning system and/or separate maintenance planning communications by Scania or Scania Workshops to the Customer. The latest indications and planning communications from Scania or a Scania Workshop confirming the latest changes to Flexible Maintenance content shall always prevail, and each of them shall apply without written amendment of the Contract or any other confirmations by the Customer.
- 2.4. All Services will be carried out during the Repairing Workshop's Business Hours, save for any road-side measures carried out directly by Scania Assistance (such as in connection with Scania Max24). If work is otherwise carried out outside Business Hours on instruction by or in agreement with the Customer, the Repairing Workshop's ensuing extra personnel and other costs will be charged to the Customer at the Repairing Workshop's then current rates.
- 2.5. The Repairing Workshop will determine at its own discretion what measures to carry out or not to carry out to the Vehicle(s) in order to fulfil Scania's obligations under this Contract in the most cost-effective manner. However, all Services shall at all times, as a minimum, be carried out in a professional and



workman-like manner, including adhering to the applicable regulations and recommendations of the Vehicle manufacturer. Scania has the right to appoint third-party subcontractors to fulfil Service obligations on Scania's behalf (e.g. for towing), in which case Scania is liable for such third party as for itself.

- 2.6. If the Customer instructs a Repairing Workshop in connection with the Services to carry out measures for Maintenance of a Vehicle, or Repair of a defect to it, that is not covered by Scania's obligations under this Contract (e.g. due to Exclusions), such work shall be charged to the Customer separately by the Repairing Workshop, according to its normal price lists as applicable from time to time.
- 2.7. The Customer acknowledges that Scania will access directly from the Vehicle(s) the relevant data needed for purposes of preparing, planning and carrying out the Services. Such data accessing and processing is further governed by the Connected Services Agreement.

Start of Service Provision

- 2.8. Services will be activated for Vehicles individually, as of the relevant Contract Start Date.
- 2.9. If not already confirmed, the Customer accepts and confirms inclusion of a Vehicle as covered by the Contract and the Services and the Customer's liability for Charges connected therewith by paying the first invoiced Charges for that Vehicle.

Service-Specific Content and Coverage

- 2.10. Maintenance periodicity for all Services is based on Flexible Maintenance, unless otherwise separately agreed with Scania.
- 2.11. **Scania Services 360 Core** covers all workshop operations, lubricants, filters (including with DPF), Scania Parts and consumable materials needed for Maintenance only. The Software Updates are covered too.
- 2.12. **Scania Services 360 Full** is a Services package which covers all workshop operations, lubricants, Scania Parts and consumable material needed for Maintenance and Repairs as well as Breakdown Repairs of Vehicles. The Services cover failures which are caused by defects in material, faulty production or Normal Wear and Tear. The superstructures as well as accident repairs are excluded from the Service coverage. The Software Updates are covered too.
- 2.13. **Scania Services 360 Plus** covers all workshop operations, lubricants, Scania Parts and consumable material needed for Maintenance as well as Powertrain Repairs and Powertrain Breakdown Repairs. Failures are covered by these Services only if caused by defects in material or faulty production. Correcting Normal Wear and Tear is excluded, as are accident repairs and parts and components not falling within the definition of "Powertrain". The Software Updates are covered too.
- 2.14. **Scania Services 360 Pro** in addition to Scania Services 360 Full cover, Scania Services 360 Pro includes the remote and continuous monitoring and analysing of operational Vehicle data, with a view to predicting failures in advance of a Breakdown (which can happen even before warnings are communicated through in-Vehicle systems or failures otherwise being identifiable by the Customer). If Scania identifies a Breakdown risk, the Home Workshop or Scania will contact the Customer in order to arrange and plan for the necessary Repairs. The superstructures are excluded from the Service coverage. The Software Updates are covered too.
- 2.15. Planning of Repairs and Maintenance
- 2.16. Scania will cater for advance planning of all Maintenance as well as (where applicable & possible) Repairs, scheduling of visits to Repairing Workshops and shall notify the Customer of such planning for purposes of timely forwarding of the Vehicle(s) to designated Repairing Workshops.
- 2.17. If a Vehicle has not been handed over by the Customer to Scania or a Repairing Workshop within two (2) weeks of an appointment that was planned for and communicated accordingly, Scania has the right to request reimbursement of any extra costs for Scania or a Repairing Workshop connected to such delay, including inspection costs of up to GBP £500 per Vehicle and delayed Repair or Maintenance.

Breakdowns

- 2.18. In order for Breakdown Repairs to be carried out in accordance with this Contract, they shall be notified to Scania Assistance for co-ordination and action according to its normal routines as applicable from time to time. Scania Assistance may elect to carry out repairs itself or direct the Vehicle(s) to a suitable Repairing Workshop whilst always taking into consideration the Customer's interest in limiting down-time.
- 2.19. Breakdown Repairs shall cover the following remedies and costs.



- a) Remedying at Scania's own cost and risk (either roadside or in a Repairing Workshop, at the discretion of Scania Assistance) of all defects causing or otherwise being relevant to the Breakdown (unless an Exclusion applies).
 - b) Towing, if and as agreed under the conditions of the Contract and/or an Annex of the Contract.
- 2.20. Scania's obligation to carry out a Breakdown Repair of a Vehicle as above applies on condition that the Customer makes the Vehicle available without delay to Scania Assistance or (on Scania Assistance's instructions) to a designated Repairing Workshop.
- 2.21. It is the Customer's responsibility to take relevant measures to safeguard the personal safety of its own staff affected by the Breakdown and Breakdown Repairs, save that a Repairing Workshop shall be responsible for the safety and security at its own site, as according to its normal business practice.
- 2.22. Costs for medical care, lodging, and expenses, etc, for the Customer's staff in connection with Breakdowns and Breakdown Repairs shall be covered by the Customer itself.

Geographical Coverage

- 2.23. Unless otherwise agreed between the Parties as set out in the Main Contract Form or separate Annexes to the Contract;
- a) Subject to clause 2.2, all Repairs and Maintenance is carried out at the Home Workshop; and
 - b) Breakdown Repairs are provided at any Scania Workshop located in any of the following countries: Austria / Belgium / Denmark / France / Finland / Germany / Great Britain / Liechtenstein / Luxembourg / Morocco / the Netherlands / Norway / Italy / Portugal / Spain / Albania / Bosnia and Hercegovina / Bulgaria / Croatia / Czech Republic / Estonia / Hungary / Latvia / Lithuania / Montenegro / North Macedonia / Poland / Romania / Serbia / Slovakia / Slovenia / Sweden / Switzerland / Ukraine / United Kingdom,

3. CUSTOMER UNDERTAKINGS

- 3.1. The Customer shall use each Vehicle only for the Types of Application referred to in the Main Contract Form, and which the Vehicle was designed and specified for. Any changes to the Operational Conditions shall be immediately reported by the Customer to Scania in writing. The Customer shall at all times also ensure use of the Vehicle(s) in accordance with all and any applicable statutory or regulatory requirements.
- 3.2. In addition, the Customer shall use and maintain the Vehicle(s) with due and diligent care according to applicable operating manuals and other instructions by the manufacturer or Scania. This means, amongst other things, that all and any Vehicle manufacturer instructions and recommendations relating to regular functionality checks, topping up of lubricants and other operational fluids such as oil and AdBlue and other ordinary maintenance measures are followed, that the Vehicle(s) shall at all times be driven, handled and otherwise operated by authorised, qualified and competent personnel, and also that the Vehicle(s) shall without undue delay be presented to a Scania Workshop for carrying out of safety related or other technical campaigns (with no right of compensation for Vehicle stand-still).
- 3.3. The Customer shall immediately inform Scania in writing if a Vehicle is no longer owned or operated by the Customer or a designated Operator, has been sublet, claimed by a creditor under lease or similar arrangement, or made available to unauthorised third parties, is stolen, involved in an accident, or destroyed due to accident or fire.
- 3.4. Neither the Customer nor any of its personnel, agents or other representatives shall tamper with the Vehicle(s) (including in respect of speedometers, tachographs, ECU's, communicator units, or other vehicle internal management systems or software), modify or alter any vehicle specification, equipment or technical features, change any identification number(s) or any factory settings or break any seals, other than as explicitly permitted by the Contract or consistent with instructions from the Vehicle manufacturer or Scania.
- 3.5. The Customer shall ensure that Vehicles are always forwarded to designated Repairing Workshops on agreed appointments and otherwise so as to allow Scania to be able to duly and timely fulfil its Services obligations under this Contract.
- 3.6. For Flexible Maintenance, Scania Workshop personnel will always call in (by phone or e-mail) the Vehicle to the Scania Workshop for each planned Maintenance occasion. Such contact will be made to the Customer at least ten (10) days in advance. For the avoidance of any doubt, if there are discrepancies in Maintenance plans according to any schedule of maintenance, vehicle communication tools or any other



communication platform between Scania and the Customer, the latest phone call or personal email from a Scania Workshop for planning purposes shall always prevail. The Customer undertakes to timely bring its Vehicle(s) to the relevant Scania Workshops according to such Flexible Maintenance communications. In case of another Maintenance planning scheme (e.g. periodic), the workshop personnel may call the Vehicle to the Scania Workshop too.

- 3.7. The Customer shall upon request provide Scania with information about the actual Vehicle mileage reading. Having said that, the Customer acknowledges and accepts that Scania will primarily use other sources to confirm the actual Vehicle mileage, such as, through onboard vehicle OBD interfaces or remotely through the Vehicle's communicator.
- 3.8. The Customer shall inform Scania without delay and in writing if a Vehicle can no longer give accurate odometer readings (whether due to technical defects or otherwise), along also with its best estimate of the date of such system failure causing non or incorrect reading, as well as the travelled distance since the date of failure.
- 3.9. At Scania's request, the Customer shall provide access to the Vehicle(s), wherever located, for the purposes of Scania verifying use and technical condition of the Vehicle, as well as compliance with the Customer's undertakings under this Contract.
- 3.10. The Customer shall inform Scania without delay and in writing about any traffic or other accident damage of the Vehicle; Scania has the right to check and evaluate the quality of the repair of such damage, if it is not performed by Scania or a Scania Workshop.

4. EXCLUSIONS

- 4.1. Warranty repairs of the Vehicle(s) are excluded from the scope of Services and the Contract, and instead shall be handled according to the normal warranty terms and conditions, applicable from time to time.
- 4.2. Scania shall not be liable to compensate the Customer for loss of earnings, usage disruption costs, public charges, fines and similar fees, or other downtime costs incurred by the Customer or the Operator and arising in connection with the carrying out of Services (whether or not such losses are considered to be direct, indirect or consequential), nor liable to provide the Customer with replacement Vehicles during such time (other than in accordance with Scania Max24, if applicable).
- 4.3. Scania's obligations do not apply to parts that are not Scania Parts and were fitted to the Vehicle(s) by someone other than a Scania Workshop.
- 4.4. Unless otherwise agreed to separately by the Customer and Scania, the Services will not cover the following excluded measures.
 - a) Daily maintenance (including cleaning).
 - b) Refilling or top-up of fuel or AdBlue.
 - c) Replenishing any LNG or CNG fuel lost during the provision of the Services. This includes fuel that naturally evaporates or boils off, as well as fuel removed when tanks are emptied for safety reasons or maintenance procedure.
 - d) Refilling or top-up of anti-freeze, oil and other operational fluids or lubricants between maintenance intervals.
 - e) Corrosion repairs or painting of cabins, paintwork, chassis, fuel tanks and other external parts.
 - f) Repair or replacement of, and software updates to, communication electronics (e.g. satnav systems, telephones, and on-board computers, infotainment & entertainment systems, vehicle & dashboard (and any other cameras, etc)) that were not fitted by the manufacture or Scania before the Warranty Start Date
 - g) Sales, over the counter, of Scania Parts that have not been fitted during the completion of Maintenance or Repairs at the Repairing Workshop.
 - h) Repair or replacement of equipment, accessories or components that were not fitted by the factory or Scania (such as any bodywork and/or any fitted plant and equipment affixed to the Vehicle, unless referenced in the Main Contract Form and forming part of the Additional Services), or of factory or Scania fitted accessories or components that were damaged or became defective as a result thereof.
 - i) Replacement of missing parts and accessories that are required by law (e.g. fire extinguishers and first-aid kits).
 - j) requirements that are imposed by law after signing of this Contract by both Parties.
 - k) Replacement of toolboxes, jacks and other loose equipment.



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- l) Glass repairs or replacement (including mirrors, headlights cover, taillights, reflectors, any signalling lights together with its holding structures and / or supports).
 - m) Cleaning or maintenance of upholstery, (including repair or replacement of upholstery, seat belts, cab interiors bezels, covers, floor mats and headliners).
 - n) Repair, replacement or balancing of tyres, wheels and fastening components as well as any other Scania component breakdowns or damage caused by them. This exclusion does not apply to tyre pressure sensor malfunction or breakdown
 - o) Repairs or maintenance of superstructures or trailers.
 - p) Scania Parts, accessories, lubricants and other fluids or any other item ordered over the counter.
 - q) Lightbulbs (other than for Xenon or LED exterior lights fitted by the Vehicle manufacturer).
 - r) Replacement or repair of interior and exterior plastics such as side skirts, mudguards as well as the respective supports or fixings.
 - s) Cabin structure, latches and shock absorbers for front grills or hoods, stirrups, fenders, glass rubber sealings and insulation, door locks, ignition locks, and identification, registration or reflective plates.
- 4.5. Unless otherwise agreed by the Parties in writing, the Services will not cover defects in, damages to, or depreciation of the Vehicle(s), nor for consequential costs, when arising as a direct or indirect result of, or otherwise caused by:
- a) misuse of the Vehicle(s) in conflict with relevant driver manuals, such as, exceeding weight restrictions, not adequately responding to dashboard warning indications for oil levels or temperatures, water pressure, temperature or levels, the regeneration process of the exhaust, or engine functioning;
 - b) incorrect filling of tanks with the wrong, or impure or inappropriate mixing or use of, fuel, AdBlue, oil or other lubricants or fluids;
 - c) chemical and/or biological contamination;
 - d) ignoring required maintenance intervals or invitations from Scania Workshops (whether for the carrying out of campaigns or for other measures) as communicated to the Customer by Scania;
 - e) other reckless use of the Vehicle(s);
 - f) failure to meet daily maintenance requirements as explained in relevant driver manuals, such as checking wheel nuts, recharging batteries, clearing snow, defrosting, fuelling, or refilling oil, antifreeze fluids or other lubricants or fluids;
 - g) incorrect repair by an independent repairer and/or any other operation performed by any person not authorised by Scania (*i.e.* a workshop not being a Scania Workshop), even if through use of a Scania Part;
 - h) accessories, superstructures and/or trailers including vehicle-to-trailer tubing, cables or connectors;
 - i) traffic or other accidents, fire or excessive heat, electro-magnetic pulse, radiation, UV rays, excessive weather, strike of lightning, vandalism (or other intentional act of the Customer, Operator or other third party), theft, strikes, or floods, earthquakes or other natural disasters;
 - j) failure to provide a defective or damaged Vehicle (or Vehicle in need of a repair or preventative maintenance) to a Scania Workshop without undue delay for repair after a Breakdown or after notification or awareness of such defect, maintenance requirement or incurrance of such damage;
 - k) vehicle software up-dates, except for up-dates related to Repairs or Breakdown repairs or software updates to Vehicle management systems, where such updates are required by the Manufacturer under safety or recall campaigns, or to ensure original Vehicle performance characteristics and/or cyber-security or stability of Vehicle management systems;
 - l) jump starts due to a battery discharge caused by operational failure;
- 4.6. Further or different Exclusions may apply to Additional Services according to separate Scania terms and conditions governing those Additional Services.

5. CHARGES AND PAYMENT

Primary and Guaranteed Payment Obligations

- 5.1. Charges shall be paid for all Services relating to the Vehicle(s) as detailed in the Main Contract Form, on the due dates stated in the relevant invoices, according to terms of the Main Contract Form, or as otherwise agreed with the Customer. If the Contract constitutes a Frame Agreement covering multiple Vehicles, the Charges are applied equally to all such Vehicles.



- 5.2. Charges will normally be invoiced by Scania to the Customer, subject to the below exceptions
- If and to the extent that the Customer has nominated an Operator in accordance with this Contract, Scania will invoice such Operator instead of the Customer, and the Operator shall make payment on the Customer's behalf. It is the Customer's responsibility to ensure (contractually or otherwise) that its Operators respect and fulfil such payment undertakings as if they were the Operators' own and as if they too were a party to the Contract.
 - If and to the extent that a Vehicle is covered by an Operating Lease, the Charges shall instead be invoiced to and paid by the Finance Company. For the avoidance of any doubt, such payment obligation of the Finance Company is stand-alone from the Operating Lease, and no claims the Finance Company has against the Customer may be set off against Scania's claim for payment of Charges under the Contract.
- 5.3. All Charges are stated exclusive of VAT and tax(es) or similar fees, which will instead be added at invoicing.
- 5.4. The Customer acknowledges and accepts that, in addition to Scania's termination rights under these General Terms, a change of the Operational Conditions, whether or not such change has caused a variation to the Vehicle's Maintenance plan, shall entitle Scania to revise the Charges to reasonably reflect the cost impact of such changed conditions.
- 5.5. The Customer guarantees as for its own debt, all payments payable by its Operators in accordance with the above.

Payment Terms and Method

- 5.6. All Charges will be invoiced in accordance with the frequency mentioned in the Main Contract Form or according to the separate invoicing routines applied by Scania from time to time, as communicated separately to the Customer.
- 5.7. Unless the Main Contract Form states that SEPA (Single Euro Payments Area) payment will be used, the Customer authorise Scania to collect the Charges from its bank by direct debit and shall instruct its bank to redeem the same (and shall procure that its Operator does the same if the Operator is making payment on the Customer's behalf).
- 5.8. Scania shall have the right to assign all and any claims for payment it has under the Contract to any third party of its choice (factoring), without prior approval by the Customer.
- 5.9. Where the Vehicle is subject to an Operating Lease Scania has right to exclude excess mileage charges and/or fines from the monies due under the Operating Lease and to invoice them to the Customer or (where applicable) the Operator directly.

Price Indexation

- 5.10. Scania may adjust the Charges annually (calculated with reference to the start date of the Contract) if increases in the UK Consumer Price Index during the 12 months prior to the relevant anniversary date exceed 5% or more, as follows:
- 5.11. If the UK Consumer Price Index in the relevant period exceeds 5% Scania may, upon written notice to the Customer, increase the Charges from the relevant anniversary date by the applicable percentage rate, less 3. For illustration purposes only, if the Consumer Price Index for the relevant period is 6%, Scania may increase the Charges by up to 3% from the relevant anniversary date. Such changes may be made retrospectively.
- 5.12. Notwithstanding the price adjustment provisions referred to in clauses 5.10 & 5.11 Scania reserves the right to implement an annual price indexation mechanism in the future as a means of adjusting the Charges and as an alternative to the price adjustment process referred to in clauses 5.10 & 5.11.
- 5.13. Upon implementation of price indexing pursuant to clause 5.12, the Charges may be adjusted by Scania annually based on the Consumer Price Index (or other price index specified by Scania). Scania will provide written notice to the Customer at least 60 days prior to the effective date of any price adjustment resulting from the indexation mechanism. The introduction of this indexation mechanism represents a change from the current price review structure and Scania retains the flexibility to transition from the existing price review process to this annual indexation based approach at its discretion.

Other Reviews of Charges

- 5.14. Scania will draw up a settlement of accounts for the Vehicle(s), comparing the actual mileage for the Vehicle concerned, according to the Vehicle's odometer readings for the period/s concerned, to the applicable Annual Mileage. This comparison will be performed every year and also upon expiry of the



Contract (whether as agreed or due to early termination) according to the standard routines applied by Scania from time to time, as communicated separately to the Customer.

- a) Mileage shortages down to, but not below, the Minimum Use Rate shall be credited to the Customer or (where applicable) the Operator or (where applicable) the Financial company at the negative Excess Charge per km rate agreed in the Contract.
- b) Excess mileage shall be immediately invoiced to the Customer or (where applicable) the Operator or (where applicable) the Financial company, at the positive Excess Charge per km rate as agreed in the Contract.

- 5.15. If at the end of a calendar year, for Contracts that were signed prior to 1 July in that year;
- a) the actual mileage for a Vehicle in that year (according to relevant odometer readings) exceeds the applicable Annual Mileage by more than ten (10) per cent; and /or
 - b) the Vehicle exceeds the PTO Hours Annual Limit by more than ten (10) per cent; and/or
 - c) the actual Vehicle operation deviates or has deviated from the Type(s) of Operation(s);
- then Scania shall, without prejudice to any other rights or remedies available to it under the Contract, be entitled to amend the applicable Charges for the remaining Contract term, upon written notice, so as to reasonably reflect such change.

Payment Default

Interest shall apply to late payments at a rate of four percent (4%) per annum above the Bank of England's base rate, from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Borrower shall pay the interest together with the overdue amount. Such interest shall be payable from the first day of payment delay.

- 5.16. The Customer shall according to its above guarantee, cover unpaid amounts from Operators upon receipt of a first written demand from Scania to that effect. The Customer shall be entitled to raise only those objections against such payment that the Operator would be entitled to raise (if any).
- 5.17. If the Customer (or where relevant) the Finance Company fails to timely pay any amounts due according to this Contract (such as, Charges or guaranteed amounts), Scania shall in addition to any other rights and remedies set forth herein, be entitled at its own discretion, to temporarily discontinue all Services for all and any Vehicle(s), until such time as full payment has been received.

6. DATA PROCESSING

- 6.1. All terms and phrases used in this Clause 6 shall be defined in accordance with Article 4 of the GDPR.
- 6.2. When preparing and providing Services to the Customer according to its undertakings of this Contract, Scania as well as Scania Assistance and Repairing Workshops will or may have to process certain information from the Customer and its Vehicle(s). Sometimes such data may qualify as personal data, in which case the Customer is responsible in the capacity of controller for the processing involved, whereas Scania in turn is processor to the Customer and Repairing Workshops are sub-processors to Scania.
- 6.3. The relevant data categories and purposes of processing are;
- a) contact details for order handling, invoicing, and Service planning, handling and follow-ups;
 - b) operational and similar data such as error codes, Vehicle positions, oil and fluid levels, Vehicle loads, speeds, usage hours, workshop history and software alteration data as extracted from vehicle electronic control units (ECU), CAN interfaces, the Scania Fleet Management systems, the digital speedometer and other components of the Vehicle(s), for the validation and carrying out, and preparing for the carrying out through *e.g.* remote diagnostics, of the Services; and
 - c) any data category as aforesaid, as and when needed to offer support on the Customer's own request but also to consistently evaluate and develop all categories of Services (regardless of whether or not each of them have been contracted by the Customer) in Scania's legitimate interest to promote improvements and increased service levels for all Scania Group customers.
- 6.4. In addition to what is specifically set forth in this Clause 6, processing by Scania of personal data as aforesaid shall be;
- a) carried out only for and in connection with purposes as defined in the Contract or otherwise by the Customer, and in accordance with all and any instructions of these General Terms or as issued separately by and valid from the Customer from time to time;



- b) subject to technical and organisational security measures as according to best industry practice and agreed between the Parties (whether through the Contract including these General Terms or otherwise);
 - c) consistent with all and any relevant applicable laws, in particular the Data Protection Act 2018, GDPR and any national implementing laws, regulations and secondary legislation relating to data protection or privacy, as amended from time to time in the UK;
 - d) managed in accordance with any additional, adequate policies and procedures normally employed by Scania for personal data processing in other parts of its own operations; and
 - e) concluded when all relevant purposes for personal data processing by Scania have been permanently and successfully satisfied.
- 6.5. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Scania shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate;
- a) the pseudonymisation and encryption of personal data;
 - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 6.6. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed. Scania shall take steps to ensure that any natural person acting under the authority of Scania, who has access to personal data, does not process it except on instructions from Scania, unless he or she is required to do so by Union or Member State law.
- 6.7. Scania must, where relevant, take suitable technical and organisational precautionary measures to safeguard processed personal data against inter alia distribution or dissemination to unauthorized recipients. For such purposes, all and any applicable regulations, recommendations or decrees passed or issued by relevant supervisory authorities must be adhered to. Such measures must provide for a security level which is suitable considering the technical solutions available, the costs for taking them, specific risks connected with the personal data concerned, and the degree of sensitivity in them. Scania shall maintain capability to track personal data breaches.
- 6.8. Scania shall ensure that Repairing Workshops which process personal data undertake by agreement the obligations arising out of this Clause 6, while Scania still remains responsible as for itself for the processing of personal data by its sub-processors. Scania maintains a list of all relevant sub-processing Repairing Workshop at its national website through www.scania.com.
- 6.9. The Customer shall immediately be informed by Scania if Scania is contacted by relevant supervisory authorities with inquiries, orders or injunctions relating to processing of personal data in connection with any of the Services, or if individuals ask for information around the scope and contents of such processing.
- 6.10. Furthermore, Scania shall within forty-eight (48) hours report to the Customer the occurrence of a data breach for notification to the supervisory authority competent according to Article 55 of the GDPR, with full details of the nature and technicalities of such breach as well as protective and mitigative measures taken by Scania. Scania in turn shall fully document all details of the data breach and support the Customer in the contacts with supervisory authorities as reasonably required for purposes of audits and reviews.
- 6.11. Personal data processed by Scania will be stored for the entire duration of the Contract term and for a subsequent period of two (2) years, so as to enable Scania to follow up performance of the Vehicle(s), ensure relevant and accurate Service provision, conclude relevant Contract management and compile business statistics.
- 6.12. Scania will always anonymise personal data in processing as above, if and when possible, without jeopardising the proper fulfilment of any Scania undertakings of this Contract.
- 6.13. Scania, Scania Assistance and Repairing Workshops may from time to time share and transfer personal data within the scope of their carrying out of Services, with and to Scania Group companies as well as



third party subcontractors. In any such case, relevant written agreements consistent with GDPR requirements will be entered into. The details of such arrangements (if any) will be made available by Scania to the Customer upon request.

- 6.14. Scania and Scania Group companies may from time to time and independently of the Services also extract personal data from the Vehicle(s) and process it in product development and similar operations as well as for purposes of offering goods and services to the Customer. The scope, purposes, duration and other aspects of such processing is explained in detail in the Connected Services Agreement and the further data protection information that is specific and ancillary to that agreement. For avoidance of any doubt, by signing to the Contract the Customer confirms its consent to processing accordingly for promotion purposes. Such consent may at any time be withdrawn through notification to Scania.
- 6.15. Scania shall not be held liable for misuse or unauthorised use within the Customer's or its contractors' organisation of identification data, access rights and passwords to or in any relevant systems as involved in or concerned with the Service provision.
- 6.16. Additional comprehensive information relating to Scania processing of personal data is available in the Scania Privacy Statement which can be accessed here: [Business with Scania | Scania United Kingdom](#), including contact details for questions or requests relating to Scania processing of personal data.
- 6.17. The Customer undertakes to forward all information of and references in this Clause 6 to all and any of its drivers and other relevant employees or contractors whose personal data are in any way concerned with processing as above.

7. CONFIDENTIALITY

- 7.1. Both the Customer and Scania undertake to refrain from disclosing the other Party's Confidential Information to any unauthorised recipient, unless the information is already available in the public domain, developed independently from Confidential Information or obtained from a third party who, to the best of the receiving Party's knowledge, had accessed it without breach of any confidentiality undertakings.
- 7.2. For purposes hereof, Confidential Information shall mean such information as has been received or observed in connection with this Contract or the Services, and which is either marked or indicated as confidential or otherwise manifestly of confidential nature.

8. LIABILITY

- 8.1. Scania may not be held liable to fulfil any of its obligations for as long as they are prevented by force majeure, defined as circumstances that are beyond Scania's reasonable control (such as war, natural disasters, labour strikes, and shortage of supply of goods and material).
- 8.2. Scania shall equally not be held liable for Services being impaired for reasons attributable to changes in current technical and other system standards available either within Scania or in connection with the appointment of external service providers.
- 8.3. Scania shall have no liability for environmental damages arising as a result of Breakdowns or other incidents involving Vehicle(s) when operated by, or in the possession of, the Customer or its Operator.
- 8.4. Nothing in this Contract shall limit or exclude a Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, wilful misconduct or for anything else which may not be excluded or limited by law.
- 8.5. Unless otherwise explicitly set forth in these General Terms and save also for cases of gross negligence or wilful misconduct, no Party shall be liable to the other for indirect, consequential or contingent losses or damages.
- 8.6. For purposes of this Contract, penalties, fines or other similar payment obligations to third parties resulting from Vehicle breakdowns or a Vehicle's condition or defective state shall be regarded as indirect damages.
- 8.7. If the Customer becomes aware of any default in performance of this Contract by Scania, it shall notify Scania of the default and give Scania a reasonable opportunity to remedy such default. If Scania remedies the default, the Customer (or Operator) shall not have any claim against Scania for the consequences of such default.



- 8.8. Unless the Customer notifies Scania that it intends to make a claim in respect of an event giving rise to a claim under or in connection with this Contract within the notice period, Scania shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.9. Subject to the remaining provisions of this Clause 8 Scania's total aggregate liability arising under or in connection with this Contract in any year of the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, shall in all circumstances be limited to the Charges payable under the Contract.

9. TERM AND TERMINATION

- 9.1. The Contract enters into force on the day of signing by all Parties to the Main Contract form, and then applies for the entire Service Duration as set forth therein for all Vehicles.
- 9.2. The Contract may at any time be terminated by either Party, and without statement of grounds, with a minimum of three (3) months prior written notice to the other Party. In addition, the Contract automatically expires if and when the Operating Lease expires (whether due to it reaching the end of its pre-agreed term, or prematurely).
- 9.3. Scania may also at any time terminate with immediate effect either the entire Contract or alternatively (at Scania's own discretion) part of the Services as relating to individual Vehicles, through written notice to the Customer;
- a) if the Customer, or (where applicable) the Operator or (where applicable) the Finance Company, fails to timely pay the applicable Charges or any other payments due according to the Contract;
 - b) if with regard to one or more Vehicles;
 - actual mileage according to relevant odometer readings exceeds the applicable Annual Mileage by more than fifteen (15) percent;
 - the PTO Hours Annual Limit is exceeded by more than fifteen (15) percent;
 - Contract Total Mileage is reached;
 - the Vehicle(s) is/are operated outside of the types of application or operation referred to in the Main Contract Form, or in conflict with statutory legal requirements;
 - the Vehicle(s) has/have been tampered with, modified or altered in conflict with the provisions hereof, regardless of whether such misconduct was successful or only attempted;
the Vehicle has been involved in an accident where vital parts were damaged (*e.g.* the steering column, break systems, or driveshaft) and repairs thereof by someone other than a Repairing Workshop were, in Scania's reasonable opinion, not carried out in a workman-like manner in accordance with all applicable manufacturer instructions and recommendations;
 - the Vehicle(s) is/are destroyed due to accident or fire, sold, claimed by a creditor under lease or similar arrangement, sublet or made available to unauthorised third parties;
 - the Customer or (where relevant) the Operator has used substantially incorrect fuels, oils, AdBlue, and/or other lubricants for the Vehicle(s) or otherwise failed to adhere to applicable Scania or manufacturer instructions and recommendations for daily vehicle maintenance; or
 - in connection with Maintenance the Customer does not timely bring its Vehicle(s) to the relevant Scania Workshop within two (2) weeks of a request to do so, or if the Customer does not respond to Scania Workshop planning communications without undue delay;
 - c) if the Customer has committed any other material breach of its undertakings under the Contract and failed to remedy, if remediable, such breach within thirty (30) days of receipt of a notice to that effect;
 - d) if an Operator has failed to honour payment obligations for Charges according to the Contract, regardless of whether or not the Customer has covered such non-payments through its own guarantee undertakings as above; or



- e) if Scania is entitled to vary the Charges as envisaged in these General Terms, and a price variation is not, as determined by Scania at its own discretion, a sufficient remedy of the changed circumstances for the Services and its obligations under this Contract; or
- f) if the Customer: (i) is subject to a petition presented against it for its winding-up, administration or bankruptcy; (ii) proposes a voluntary arrangement; (iii) enters into a deed of arrangement; (iv) has a Receiver or Administrative Receiver appointed; (v) passes a resolution for voluntary winding-up; (vi) convenes a meeting of or comes to any arrangement with its creditors or (vii) is deemed to, or declared to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or if the Customer stops, suspends or threatens to stop or suspend payment of all or a material part of its indebtedness.

9.4. In case of early termination of the Contract by Scania according to any of the provisions of this Clause 9, Scania shall in addition to any other remedy available to it be entitled to compensation from the Customer (or, where relevant and applicable, from the Finance Company) for all and any losses incurred or contingent (including loss of expected income from the Contract and other indirect or consequential losses).

10. MISCELLANEOUS

- 10.1. The Contract shall succeed and prevail over any previous agreements or understandings between the Parties in the subject matter of repair and maintenance services for the Vehicle(s).
- 10.2. Scania may at any time transfer its rights and obligations of the Contract (whether in whole or in part) to another Scania Workshop or a Scania Group company, without any further procedural requirements. Subject to the forgoing and clause 5.8, no other transfers of rights and/or obligations under this Contract is permitted for either Party without the prior written consent of the other.
- 10.3. Scania may at any time change the contents of the Contract (including these General Terms) and undertakes to inform the Customer thereof in writing and without undue delay. Such changes shall take effect thirty (30) days from sending the relevant notice to that effect, unless prior thereto a written termination notice has been received by Scania from the Customer in which case the Contract content shall continue to apply unchanged for the duration of the applicable notice period.
- 10.4. Subject to clause 10.3, no part of the Contract may be amended or modified without a written agreement to that effect, signed by the Parties.
- 10.5. If any clause of any part of the Contract is declared null and voided and can no longer be enforced, the other clauses of the Contract shall remain in full force and effect with such modification only as is reasonable, taking into account the impact (if any) of nullity as aforesaid.
- 10.6. Notices to be sent under or in connection with this Contract shall be addressed to the receiving Party's registered office address and may be sent by first class post or by hand, and in the case of notices addressed to Scania shall be addressed to Scania's Head of Legal.
- 10.7. If the Contract or the Main Contract Form is translated into another language, than the English language version of the text shall prevail.
- 10.8. A person who is not a party to the Contract does not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Contract

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. This Contract and any dispute arising out of or in connection to it shall be governed by and construed in accordance with the laws of England and Wales and each Party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any such dispute.

12. DUTIES, FEES, FINES, CLAIMS AND OPERATOR'S LICENCE



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- 12.1. Scania shall be entitled to disclose the Customer's (or Operator's) name and address, as it deems appropriate, in respect of any penalty charge notice ("PCN") or request for information made by a regulatory or supervisory authority (for example, the Police) made against a Vehicle.
- 12.2. The Customer (or Operator) shall be liable for all costs and charges incidental to the use of the Vehicle (including PCNs, fines for road traffic offences, congestion charges, low emission zone charges and similar) notwithstanding that the Vehicle may be registered in Scania's (or other Scania Group company's) name for VED purposes.
- 12.3. Scania may (at its sole discretion) pay any charges referred to in clause 12.2 and received on the Customer (or Operator's) behalf and the Operator shall repay Scania for such charges, plus a sixty-five pounds (£65) administration fee on demand. The Operator will provide a purchase order number for such charges within forty-eight (48) hours of such request from Scania.

12. VEHICLE EXCISE DUTY

- 13.1. If specified in the Main Contract Form and/or as may be agreed between the Parties from time to time, Scania shall obtain Vehicle Excise Duty ("VED") for a Vehicle and effect all necessary renewals during the term of the Contract and shall be entitled to charge the Customer an administration charge calculated as a percentage of the cost of VED for this service.
- 13.2. The Customer (or Operator) shall pay Scania the amount of the VED by direct debit monthly in arrears, or such other frequency agreed with Scania.
- 13.3. In the event of an increase in VED, the Customer (or Operator) shall be responsible for paying for that increase and Scania shall be entitled to charge the Customer an administration charges equal to six and a half percent (6.5%) of such increase.
- 13.4. Where:
 - 13.4.1. Scania arranges VED for extra weeks over and above a twelve (12) month VED period;
 - 13.4.2. a change in VED occurs due to any regulatory or legislative changes; or
 - 13.4.3. the Vehicle's registration number or plated weight changes at the request of the Customer (or Operator),

the Customer (or Operator) shall be responsible for any costs incurred by Scania as a result.