

## **Volvo Open Charge Service Agreement**

- 1. Scope of the Agreement:** According to the terms and conditions of this Agreement, Volvo Truck Corporation a company incorporated pursuant to the laws of Sweden ("Volvo") provides the charging service described in article 2 below (the "Service") for the vehicle(s) the Customer chooses to use the Service for.
- 2. Definition of the Service:** Volvo provides the Customer with the functionality included in the Service from time to time, which includes, among other things, the following:
  - a) Localization of connected charging stations
  - b) Identification of the Customer at connected charging stations
  - c) Charging with the possibility to pay to Volvo
  - d) Information about services provided in relation to the charging stations
- 3. Conclusion of this Agreement:** By activating an RFID card or a user for the Service on Volvo Connect, the Customer accepts this Agreement. A prerequisite is that the Customer registers its profile on Volvo Connect and accepts the terms and conditions that apply to Volvo Connect, which shall be considered an integral part of this Agreement (including but not limited to its provisions of applicable law and dispute resolution). The Customer is responsible for ensuring that the information about the Customer registered in Volvo Connect is always up-to-date and correct.
- 4. Activation and use of the Service:** Volvo Connect includes instructions on how to access and use the Service. The Customer can subscribe to and activate it in alternative manners, including via the use of an RFID Card or the Truck Charging App (the "App") The Customer shall contact the Volvo Truck Dealer in case the registration or activation does not function. However, if the RFID Card does not work at the station, the Fleet Administrator appointed by the Customer in Volvo Connect shall as a first step verify the activation of the card in Volvo Connect. The Fleet Administrator will have the authority to grant access to users.

The authentication at charging station can be done by using the RFID card, by using Volvo Connect or by using the App.
- 5. Price:** The price for the Service is stated in Volvo Connect and is updated from time to time (the "Price List"). The new price is valid from the time it is published in Volvo Connect. Discounts may be offered by special arrangement.
- 6. Payment:** Unless otherwise agreed, the Customer shall pay for the Service no later than 30 days after the invoice date. In the event of objections to an invoice, the Customer shall notify Volvo in writing by e-mail within sixty days from the date of the invoice. In the event of late payments, Volvo shall be entitled to interest in accordance with Swedish law. Payment shall be made to the legal entity issuing the invoice.

7. **Value Added Tax:** Prices set out in or referred to in this Agreement do not include value added tax, unless specifically stated, and the Customer shall pay VAT in addition to the stated price.
8. **Geographical scope and functionality of the Service:** Volvo Connect specifies which stations are connected to the Service. Available charging points, their performance and other functions change from time to time and the Customer is advised to always check which stations are currently connected to the Service and what functionality they provide.
9. **RFID card storage:** The RFID card must be stored in a secure manner and the Customer is obligated to protect the RFID card and any personal authorization functions associated with the RFID card and comply with the requirements for handling and use of the RFID card pursuant to this Agreement. In the event of loss of the RFID card, or suspicion of misuse or unauthorized use, the customer must immediately block the card through Volvo Connect. Such a block will be activated no later than within one day from the date on which the Customer has requested that the card be blocked.
10. **Deactivation of the RFID Card** The Customer may deactivate the RFID Card at any time on Volvo Connect. The deactivation will take effect immediately when the Customer carries out the action on Volvo Connect and the RFID Card will thereafter not be authorized for the Service.
11. **Responsibility for the RFID card or the use of the App:** The Customer is responsible for all charges made with the RFID card or by the use of the App and the Customer is thus responsible for payment for all use, even if it is used for charging vehicles other than the Customer's or by someone other than the Customer. If someone other than the Customer uses the RFID card or the App, the other person's actions shall be counted as if the Customer had made the purchase. An unauthorized transaction is a transaction made without the Customer's consent. If an unauthorized transaction has been carried out due to circumstances that are not due to gross negligence on the part of Volvo, the Customer is responsible for the entire transaction.
12. **The Customer's use of charging stations:** The Customer shall use charging stations covered by the Service correctly and in accordance with applicable instructions (including but not limited to those issued by the Charging Point Operator). The Customer shall ensure that the charging station is suitable and permitted (by the Charging Point Operator) for the vehicle to be charged. The Customer shall not use a charging station that shows an error message or visible defects or damages. The Customer is responsible for ensuring that vehicles do not block the charging station for use by others after charging has ended.

- 13. Support:** Available support functions for the Service are specified on Volvo Connect, more specifically on

[volvoconnect.com/charge](https://volvoconnect.com/charge).

- 14. Term and notice period:** The Agreement enters into force from the day the Customer activates the Service as set out herein. Volvo may terminate the Agreement at any time by giving the Customer 3 months' notice. Volvo may, with immediate effect, terminate the Agreement or suspend the Service in the event that the Customer violates a material provision of the Agreement (which includes, among other things, paying the Price for the Service) unless the Customer takes corrective action within 15 days after receiving notice of the breach. The Customer may terminate the Agreement by deactivating the Service in Volvo Connect in which case the Agreement shall be terminated when the Service has been deactivated. To deactivate the Service completely the Customer needs to deactivate all cards / users on Volvo Connect.

- 15. Procedure after termination:** Any provisions that by their nature shall be applicable after the Agreement is terminated, including but not limited to payment of fees, shall survive the termination of the Agreement.

- 16. Notices:** Notices from Volvo to the Customer shall be sent to the email address registered by the Customer in Volvo Connect.

- 17. Data:** By accepting the terms of use for Volvo Connect, the Customer has accepted the regulation of data processing in accordance with the terms of use applicable to the Service, including, among other things, that the Data Management Agreement is applicable to the Service. The Data Management Agreement is accepted by the Customer when accepting the user terms for Volvo Connect.

- 18. Responsibility for Charging Stations:** Charging stations available to provide the Service are operated by Charging Point Operators. Volvo is therefore not responsible to the Customer for (i) availability, (ii) operation and maintenance of the relevant charging stations; (iii) providing accurate information about the relevant charging stations, e.g. regarding availability, and (iv) that the charging stations correspond to the Customer's expectations regarding capacity, charging speed or other conditions, even if Volvo has made an assessment and graded the charging stations. Volvo is not liable for any damage, loss or inconvenience caused to the customer due to a charging station being out of order or not working properly.

- 19. Changes to the Agreement:** Volvo has the right to change the terms of this Agreement with thirty (30) days' notice.

**20. Local legal considerations**

Sweden

The provisions of the Payment Services Act (2010:751) regarding unauthorised transactions that can be waived by agreement in accordance with Chapter 5a, Section 8 shall not apply to the extent that nothing else is stated in these terms and conditions.