

Volvo Open Charge Agreement

1. **Scope of the Agreement:** According to the terms and conditions of this Volvo Open Charge Agreement (the "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 locations
 - b) Authentication of the Customer at connected charging locations
 - c) Charging with the possibility to pay to Volvo via invoicing
 - d) Information about services and amenities available in relation to the charging locations

Conclusion of this Agreement: By activating a charging card or a user allowed to authenticate via 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 rules of the United Nations Convention on Contracts for the International Sale of Goods are excluded. Further, the Customer does not benefit from the consumer protection measures provided for by the Directive (EU) 2015/2366 of the European Parliament and of the Council (PSD2) when using the Service. The Customer is responsible for ensuring that the information about the Customer registered in Volvo Connect is always up-to-date and correct.

3. **Use of the Service:** Volvo Connect includes instructions on how to access and use the Service. The authentication at a charge point can be done in alternative manners;
 - a. via the use of an charging card
 - b. via authentication through the Truck Charging App (the "App"),
 - c. or via authentication directly in Volvo Connect (if supported at the charging location).

The above authentication methods are hereinafter referred to as the "Authenticators". If an Authenticator does not work at the charge point, the Fleet Administrator appointed by the Customer in Volvo Connect shall as a first step verify the activation of the relevant Authenticator in Volvo Connect. The Fleet Administrator will have the authority to activate Authenticators to its users of the Service. In case problems with Authenticators still occur the Customer can contact the Volvo Truck Dealer or support as set out below.

4. **Price:** The price for the Service is stated in Volvo Connect and is updated from time to time. New prices are valid from the time they are published in Volvo Connect. Discounts may be offered by special arrangement. The Customer is responsible for communicating the prices for charging to the user of the Service (on the Customer's behalf), for e.g. price comparison purposes, as required under applicable law. Further, prices for charging are shown in the currency of the market where the charging occurs, whereas invoicing from Volvo is conducted in the local currency of the Customer. The conversion is made with the exchange rate per the invoice date (not charging date). It is however noted that all charging taking place in Germany will be invoiced in EUR, regardless of local currency of Customer.

- 5. Payment:** Unless otherwise agreed in writing, 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.
- 6. 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.
- 7. Geographical scope and functionality of the Service:** Volvo Connect specifies which charging locations that are connected to the Service. Available charge points, their performance and other functions change from time to time and the Customer is advised to always check which locations are currently connected to the Service and what functionality they provide.
- 8. Charging card storage and protection of login credentials:** The charging card must be stored in a secure manner and the Customer is obligated to protect the charging card and any login credentials for the Authenticators and any other personal authorization functions associated with the Authenticators and comply with the requirements for handling and use of the Authenticators pursuant to this Agreement.
- 9. Deactivation of Authenticators:** The Customer may deactivate the Authenticators at any time on Volvo Connect. The deactivation will take effect when the Customer carries out the action on Volvo Connect (however potentially with some delay) and the Authenticators will thereafter not be authorized for use of the Service. In the event of loss of a charging card or login credentials for the Authenticators, or suspicion of misuse, fraud or unauthorized use, the Customer must immediately deactivate the Authenticators through Volvo Connect. Further, Volvo reserves the right to deactivate an Authenticator upon suspicion of misuse, fraud or unauthorized use but will make reasonable efforts to contact the Customer before executing such deactivation.
- 10. Responsibility for the Authenticators:** The Customer is responsible for all charges made with the active Authenticators 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 Authenticators, 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 willful misconduct or gross negligence on the part of Volvo, the Customer is responsible for the entire transaction.
- 11. The Customer's use of charging locations:** The Customer shall use charging locations/ charge points 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 charge point is suitable and permitted (by the Charging Point Operator) for the vehicle to be charged. The Customer shall not use a charge point that shows an error message or visible defects or damages. The Customer is responsible for ensuring that vehicles do not block the charge point for use by others after charging has ended.

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

volvoconnect.com/charge.

- 13. 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 at any time by deactivating the Service in Volvo Connect in which case the Agreement shall be terminated when the Service has been deactivated in accordance with article 10 above. To deactivate the Service completely the Customer needs to deactivate all Authenticators in Volvo Connect.

- 14. 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.

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

- 16. 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.

- 17. Responsibility for charging locations and charge points:** Charging locations and charge points 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 locations and charge points; (iii) providing accurate information about the relevant charging locations or charge points, e.g. regarding availability, and (iv) that the charging locations or charge points correspond to the Customer's expectations regarding capacity, charging speed or other conditions, even if Volvo has made an assessment and graded them. Volvo is not liable for any direct or indirect damage, loss or inconvenience caused to the Customer through the use of a charging location or charge point or due to a charge point being

out of order or not working properly. In any case, Volvo's total liability for any claims or damages arising out of this Agreement will in no event exceed 100 EUR.

18. Changes to the Agreement: Volvo has the right to change the terms of this Agreement with thirty (30) days' notice. This is without prejudice to Article 5, according to which new prices are valid from the time they are published in Volvo Connect.

19. Local legal considerations

Sweden

Unless otherwise stated in these terms and conditions, the provisions of the Swedish Payment Services Act (2010:751) regarding unauthorized transactions that can be waived by agreement in accordance with Chapter 5a, Section 8 shall not apply to the extent permitted under Swedish law.

Denmark

Unless otherwise stated in these terms and conditions, provisions applicable under Danish payment service legislation (incl. Consolidation Act no 53 of 18 January 2023 on payments, as amended from time to time) that can be waived by agreement, including, inter alia, rules on information and unauthorized transactions, shall not apply to the extent permitted under Danish law.