

# ROBERT BOSCH (Pty) Ltd

## Terms and Conditions of Purchase of Robert Bosch (Pty) Ltd

Applicable to business transactions with individuals and companies in order to regulate our purchasing processes within the framework of our worldwide business operations.

### 1. General

Our Terms and Conditions of Purchase apply exclusively; general business terms and conditions of the supplier conflicting with or deviating from our Terms and Conditions of Purchase are only recognized insofar as we expressly agreed to them in writing. Acceptance or payment of goods and services from the supplier (hereinafter referred to as Products) does not constitute agreement even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of sale of the supplier. Similarly, any terms and conditions of sale of the supplier previously agreed upon that conflict with or supplement these Terms and Conditions of Purchase shall no longer be recognized.

### 2. Conclusion of and Modifications to the Contract

- 2.1 Orders, contracts and order releases as well as modification and supplements thereto must be placed and made in writing.
- 2.2 Oral agreements of any kind – including subsequent modifications and supplements to our Terms and Conditions of Purchase – must be confirmed by us in writing to become effective.
- 2.3 The written from requirement is also deemed complied with if communications are sent by telefax, remote data transmission or E-mail.
- 2.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed.
- 2.5 We are entitled to cancel the order if the supplier does not accept the order within two weeks of receipt thereof.
- 2.6 Order releases within the framework of order and order release planning become binding if the supplier does not object within two working days of receipt thereof.
- 2.7 The Packaging Specifications and the Logistics Manual of Robert Bosch GmbH shall apply (can be viewed under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#logistics-regulations-and-standards> “Logistics Supplier Manual”)

### 3. Delivery

- 3.1 Agreed periods and delivery dates are binding. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the goods by us. Unless delivery “free at factory gate” is agreed (DAP or DDP Incoterms 2010), the supplier shall make the goods available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.
- 3.2 If the supplier is responsible for set-up or installation, the supplier shall bear all the necessary expenses such as travel expenses, provision of tools and daily allowances.
- 3.3 If the supplier anticipates difficulties with respect to production, the supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with supplier’s ability to deliver punctually or to deliver the agreed quality, the supplier must immediately notify our ordering department.
- 3.4 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies pending full payment of the amounts owed by us for the delivery or service in question.
- 3.5 Partial deliveries are inadmissible unless we expressly agreed to them or can reasonably be expected to accept them.
- 3.6 The values established by us during the incoming goods inspection shall determine the quantities, weights and measurements subject to the reservation of different values being proved.
- 3.7 Unless otherwise stipulated in the supplementary Terms and Conditions of Purchase for Software we shall together with delivery receive simple rights of use, unrestricted in terms of time and territory, to use software belonging to the scope of delivery. Our permissible use encompasses, in particular, duplication, loading and running the software.
- 3.8 It also encompasses sublicensing, renting and every other form of passing the software on to companies affiliated to us, as well as to our subcontractors in charge of manufacturing our products and in this context require a right to use the software. The permissible use also encompasses the transmission of the software as part of a hardware product for cus-

tomers and the granting of usage rights hereto, insofar as this is necessary for the use of the hardware.

- 3.9 We also have the right to use provided software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. We also have the right to make a reasonable number of backup copies.
  - 3.10 The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH, as well as the supplementary Terms and Conditions for Products related to Open Source Software apply to software (both can be viewed under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> “Global Supplementary Terms & Conditions”)
- ### 4. Force Majeure
- 4.1 We shall not be liable for delays or failure to perform any of our obligations resulting from acts beyond the reasonable control of us. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, civil disorder, rebellions or revolutions in any country, epidemics, acts of terrorism, vandalism or sabotage, governmental regulations imposed after the fact, regulatory action or notices or orders suspending the whole or part of business operations, communication line failures, power and telecommunications failures, earthquakes, fire, floods or other disasters (a 'Force Majeure Event').
  - 4.2 If we are affected by a Force Majeure Event, we shall, where possible, notify the supplier thereof. The supplier must during a Force Majeure Event be able to fulfil all its obligations and failure to do so will result in the right for us to terminate the agreement on notice to the supplier.
- ### 5. Advice of Dispatch and Invoice
- The details in our orders and order releases shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments.
- ### 6. Pricing and Passing of Risk
- Unless otherwise agreed, the prices are „Delivered at Place“ (DAP® Incoterms 2010) including packaging. Value added tax (VAT) is not included. The supplier bears all risks of loss or of damage to the goods until the goods are received by us or by our representative at the location to which the goods are to be delivered in accordance with the contract.
- ### 7. Payment Terms
- Unless otherwise agreed, the invoice shall be paid within 60 days with effect from the due date of payment and receipt of both the invoice and the goods or performance of the service. Payment is subject to invoice verification.
- ### 8. Supplier’s obligations
- 8.1 The supplier shall not change or alter the services or goods required unless this is agreed to in writing between the parties.
  - 8.2 Where goods are purchased from the supplier, the supplier shall ensure that:
    - goods comply with the specification and description provided by us to the supplier;
    - licensed drivers and suitably qualified personnel are used to effect deliveries;
    - vehicles used to transport goods are roadworthy and suitable to transport goods required by us;
    - appropriate equipment shall be available and used by suitably qualified and trained personnel to offload goods at the place determined by us.
  - 8.3 Where services are rendered it shall be incumbent on the supplier to ensure that appropriately qualified, skilled and trained personnel render the service and that:
    - all requirements set by us for delivery of the service are adhered to;
    - turnaround times or project plans or programmes are strictly adhered to, unless extended by us on terms and conditions appropriate in the circumstances, and in writing;
    - regulatory requirements or licenses or permits to render services of a particular nature are complied with. Failure to do so will result in a right for us to immediately terminate the agreement with the supplier.
  - 8.4 Supplier personnel shall at all times follow the reasonable safety instructions of our personnel within the premises.
  - 8.5 The supplier’s employees or subcontracted workers shall, under any and all circumstances be deemed to be in the supplier’s employ and the supp-

lier shall be responsible for any claims which the employees or sub-contracted workers, their heirs or dependants representatives may have or claim for compensation of whatever nature for anything done in the course of carrying out their work and the supplier agrees to indemnify us against any such claim or claims if made against us together with any and all costs from any action, legal or otherwise, which the supplier may incur in respect of the aforementioned.

8.6 The supplier shall also procure and keep in force for the duration of the business relationship at its own cost comprehensive liability insurance for adequate coverage relating to the deliveries or services and any associated risks.

## **9. Intellectual property rights**

9.1 We shall at all times retain any and all intellectual property rights where the services are required or the deliveries made and the supplier becomes privy or is required to use such rights whilst rendering the service or making the delivery.

9.2 The supplier shall not duplicate, reproduce, decompile, reverse-engineer, create derivative works from or in any way tamper with any of our intellectual property and documentation which may be provided to it by us.

9.3 The supplier represents and warrants that it shall at all times provide the service/s or deliver goods in a manner that does not constitute an infringement or misappropriation of any intellectual property or other proprietary rights of us or any third party.

## **10. Warranty**

10.1 The supplier warrants and represents that:

- it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into an agreement with us;
- all information provided to us by the supplier or anyone on its behalf concerning the supplier or its business is true and correct in all material aspects.

10.2 The supplier further warrants that it shall comply with all relevant legislative, regulatory or documentary requirements (including but not limited to occupational health and safety and environmental legislation) and hold all necessary licences, certificates, authorisations and consents required, as may from time to time be applicable to its deliveries of goods or services.

10.3 The supplier warrants that the Products supplied shall:

- be fit for the purpose for which they are intended, as defined by the order or as stipulated otherwise;
- conform in all respects to the specifications contained in the order;
- be free from latent and patent defects in design (where it is the supplier's design), material, workmanship, size and dimensions;
- be according to the latest engineering standards;
- be new and unused; and
- in the event of the Products including software, be free from any computer viruses, worms, redundant code and/or any other matter which is potentially or actually detrimental to our computer networks, equipment, software and/or products. The supplier will have tested the Products in order to give this warranty.

10.4 The supplier shall repair, at its cost, and within such period as we may stipulate, any defects in the delivered goods arising from defective design (where it is the supplier's design), materials or workmanship that may develop under proper use during the period of 36 (thirty-six) months from the actual date of operational usage, or 48 (forty-eight) months from the date of delivery, whichever is the earlier.

10.5 If the supplier, in terms of clause 10.4, repairs any part of the goods, the remainder of the warranty period shall apply to such repaired part from the date so repaired. Parts replaced by the supplier shall carry the warranty period specified in clause 10.4 above.

10.6 The supplier's obligation under the warranty shall cover the collection and delivery of the defective goods, at the original delivery point. Where applicable, the warranty shall include the installation and re-commissioning of any part of the goods.

10.7 If the supplier fails to remedy any defects within the time stipulated by us, we may proceed to remedy or cause to be remedied such defects at the supplier's risk and expense, without prejudice to any other rights which we may have against the supplier in respect of the failure of the supplier to remedy such defects.

10.8 The warranty does not extend to goods which have been damaged through accident after delivery or misuse or due to fair wear and tear.

10.9 The warranty shall not be deemed to be exclusive, but shall be in addition to our other rights under these terms and/or at law.

10.10 The supplier acknowledges that it shall not under any circumstances be entitled to cancel or revoke a purchase order once he has agreed to it.

10.11 All warranties, whether expressed or implied, statutory or otherwise, with regard to the Products, including any implied warranties of satisfactory quality and fitness for a particular purpose and any liability in respect of the above, howsoever arising, are hereby provided to us by the supplier and may not be revoked or amended unless specifically agreed to by us in writing.

## **11. Indemnity**

11.1 The supplier hereby indemnifies us and our employees against and holds us harmless from any and all claims and/or losses suffered or damage incurred as a result of the breach of the provisions of these terms and conditions by the supplier, directors and/or trustees and/or members and/or partners and/or its signatories or other employees; or for any loss caused by any theft, fraud or other unlawful activity or any negligent, wilful or fraudulent misconduct of the supplier or its employees.

11.2 Any demand, claim or action arising against us in connection with the delivery of the goods or the provision of services (whether arising out of contract or delict) shall be limited to claims for direct damage only. We shall not be liable for any special, indirect or consequential damages of any nature whatsoever.

11.3 The supplier specifically indemnifies us against and holds us harmless from all demands, claims, actions, losses and damage of whatever nature which may be brought against us or which we or the supplier may suffer or incur arising from any breach of applicable legislative requirements or our policies or procedures or any industry standard required to be complied with or adhered to in the execution or performance of the services or delivery of the goods.

## **12. Breach**

Should the supplier breach any term of these terms and conditions or fail to perform any of its obligations according to any agreement which it may have with us, and should the supplier remain in default or fail to remedy such breach within 10 (ten) days of receipt of written notice calling on it to do so, we shall be entitled but not obliged, without notice, to claim specific performance or terminate the agreements, to withdraw the services and/or deliveries with immediate effect and/or recover:

- any amount due to us; and/or

- any loss or damage suffered by us as a consequence of the breach by the supplier of any term of these terms and conditions, warranties or the failure to perform any of its obligations according to any agreement which it may have with us or the termination of the respective agreement or the withdrawal of the service/s.

## **13. Insolvency**

In the event that the supplier is either finally or provisionally sequestrated or liquidated, placed under judicial management or commits any act of insolvency or makes, or prepares to make an arrangement or composition with, or assignment in favour of its creditors, or judgment is obtained against it and the judgment remains unsatisfied until after the period allowed by the rules of court to file for rescission or appeal such judgment, we shall have the right to terminate the agreement with the supplier in whole or in part, in addition to any other rights we may have.

## **14. Provisions of Materials**

Materials, parts, containers and special packaging supplied by us against payment or free of charge remain our property ("Provisions"), if payment is owed, until full payment has been made. These may only be used as designated. The Provisions are processed and assembled for us. It is agreed that we are co-owner of the products manufactured with our materials and parts in proportion to the value of the Provisions in relation to the value of the whole product; such products shall be kept safe for us by the supplier to this extent. We reserve the right to joint ownership of the products manufactured using our Provisions pending settlement in full of the claims accruing through the Provisions. The supplier has the right to on-sell the products manufactured using our Provisions in the normal course of business subject to reservation of title. The supplier assigns to us in full now already all of the claims and ancillary rights accruing to the supplier from such sale. The assigned claims serve as security for the claims accruing to us through the Provision. The supplier has the right to collect the assigned claims. We may revoke the supplier's rights pursuant to this paragraph 14 if the supplier fails to duly perform its obligations to us, is in default of payment, stops making its payments, or if the supplier applies for the opening of insolvency proceedings or of similar debt settlement proceedings with respect to its assets. We may also revoke the rights of the supplier under this paragraph 14 if the financial circumstances of the supplier should deteriorate fundamentally or threaten to do so or if the supplier meets the criteria for insolvency or over-

indebtedness. If the value of the security existing for us should exceed the value of our claims by more than 10 % on aggregate, we shall release security at our discretion to this extent on request by the supplier.

## 15. Documentation and Confidentiality

- 15.1 The supplier shall keep confidential with respect to third parties all business and technical information made available by us (including features which may be derived from objects, documents or software provided and any other knowledge or experience) as long and to the extent that it is not proven public knowledge, and it may only be made available to those persons in the supplier's business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality; the information remains our exclusive property. Without our prior written consent, such information must not be duplicated or exploited commercially – except for deliveries or services to us. At our request, all information originating from us (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to us in full or destroyed.
- 15.2 We reserve all rights to such information (including copyright and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.)
- 15.3 Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modeled on our tools, may neither be used by the supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

## 16. Data Protection

- 16.1 The supplier acknowledges that in providing the goods or services to us, the supplier may be exposed to personal data of our employees, customers and clients.
- 16.2 The supplier hereby warrants in favor of us that it shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of our data protection policies and procedures which may be in force from time to time.
- 16.3 The supplier hereby warrants and undertakes that it shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use personal data for any purpose other than with the express prior written consent of us, and to the extent necessary to provide the goods or services to us.
- 16.4 The supplier warrants that it shall immediately inform us, should any personal data it has access to be compromised in any manner or form. The supplier further undertakes to also immediately inform us as to how it will manage such compromise and what steps will be taken to rectify the situation to the satisfaction of us.
- 16.5 The supplier further warrants that it shall ensure that all its systems and operations which it uses to provide services and deliveries, including all systems on which data is copied, compiled, collated, processed, transmitted, stored, collected, mined, altered or deleted or otherwise, shall at all times be of a minimum standard required by law and be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of personal data.

## 17. Export Control and Customs

- 17.1 The supplier is obliged to take appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards and in particular to support us in taking necessary measures to maintain the authorization as Authorized Economic Operator (AEO). The supplier is obliged to provide appropriate evidence, e.g. through authorizations or declarations, e.g. security declarations, declarations within the scope of C-TPAT or similar programs. We or a third party instructed by us are entitled to examine the supplier's evidence at the supplier's premises, in accordance to this paragraph.
- 17.2 The supplier shall be obliged to inform us about any applicable (re-) export licence requirements or restrictions for the Products under national, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Products in its business documents and to send the following information on Products subject to licence requirements to Export Control team (C/TXR F-AF) in good time prior to the first delivery and immediately in case of changes (technical, legal changes or governmental determinations):
- Bosch material number,
  - Product description,
  - All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN)

- Country of origin of the Products under commercial policy
- HS Code of the products,
- A contact person in its organisation to resolve any inquiries.

- 17.3 The supplier is obliged to inform us in a binding manner about the commercial origin or the respective required preferential origin. Therefore, it shall issue a long-term supplier's declaration for deliveries of goods in accordance with the applicable trade treaty within the country of origin within a period of 21 days after our demand. Further, the supplier ensures to enclose the respective required proof of origin for deliveries of goods from a free-trade agreement/preferential agreement country. The commercial origin shall be indicated on the respective commercial invoice and if required, a certificate of origin shall be issued. In case of initial consignment, the original data must be communicated in writing at the latest at the time of the first delivery. Changes of the origin of goods must be immediately notified to us in writing.
- 17.4 For delivery of goods across customs borders, the supplier is obliged to enclose all required documents to the delivery, such as commercial invoice, delivery note, origin proof and information for a complete and correct import customs declaration. Regarding the invoice, the following shall be considered:
- Additionally, costs not included in the goods price (e.g. research and development costs, licence fees, tooling costs, provisions of the buyer with reference to the delivery of goods) shall be listed separately in the invoice.
  - In the case of free of charge deliveries, the supplier is obliged to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only” in the pro forma invoice. Additionally, the original invoice or delivery note, stamped and signed manually, must also state the reason for the free of charge delivery (e.g. free shipment of samples).
- 17.5 The supplier must support us by all available means to reduce or minimize our payment obligations regarding customs duties or costs for customs clearance.
- 17.6 Notwithstanding any other rights and without any liability to the supplier, we are entitled to withdraw from the affected contract or to terminate it without notice in case the supplier repeatedly fails to fulfil its obligations under section 17.1-17.5.

## 18. Compliance

- 18.1 The supplier undertakes, within the framework of its business relationship with us, not to offer or grant, promote or accept any advantages, neither in its business dealings nor when dealing with governmental officials, which are in breach of applicable anti-corruption regulations. The supplier, any employee, agent or representative of supplier shall not give any gifts and favours (for example business transactions / terms / conditions that are not freely available to the public, entertainment, gifts or otherwise) to any officer or employee of us (or family of such an officer or employee of us) with a view toward securing the contractual relationship or securing the favourable treatment or terms by or from us.
- 18.2 The supplier shall comply and not contravene the Prevention and Combating of Corrupt Activities Act no 12 of 2004. In determining whether or not bribery or corruption was or is being perpetrated regard shall be had to decisions taken in terms of the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010.
- 18.3 The supplier undertakes, within the framework of its business relationship with us, not to make any agreements with other companies or to agree on concerted practices with other companies aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations.
- 18.4 The supplier guarantees that it will comply with the applicable laws governing the general minimum wage and commit sub-suppliers engaged by it to the same extent. On request, the supplier shall evidence compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee, the supplier shall hold us harmless from all third party claims and is obliged to reimburse any fines imposed on us in this connection.
- 18.5 The supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect, the supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the supplier shall comply with the requirements of the Code of Conduct for business partners (<https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>) and the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the aboli-

tion of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed and the responsibility for the environment ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

- 18.6 In the event of a suspected violation of the obligations under paragraphs 18.1 to 18.5, the supplier must investigate any possible violations without undue delay and inform us of the investigation measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the supplier must inform us within a reasonable period of time of the measures that it has taken internally within its organization in order to prevent violations in future. If the supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with the supplier or to terminate them with immediate effect.
- 18.7 In the event of severe violations of the law by the supplier and in the event of violations of the provisions of paragraphs 18.1 to 18.5, we reserve the right to withdraw from the existing contracts or to terminate them without notice.

**19. Place of Performance**

Unless otherwise agreed, the place of performance is the place to which the goods are to be delivered in accordance with the contract or where the service is to be rendered.

**20. Miscellaneous**

- 20.1 If one of the provisions of these Terms and Conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 20.2 The contractual relationships shall be governed by the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such laws.
- 20.3 Should any dispute arise at any time between us and the supplier relating to our contractual relationship, such dispute shall be referred to senior management or their nominees for resolution within a period of 10 (ten) days from the dispute arising, failing which the dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator appointed by the foundation having regard to the nature and complexity of the dispute and the experience of the arbitrator in dealing with similar disputes.
- 20.4 The foregoing shall not preclude neither us nor the supplier from obtaining interim relief on an urgent basis from a court with competent jurisdiction.
- 20.5 The arbitration referred to herein shall be held in Johannesburg with a view to be completed within 21 (twenty-one) days after it is demanded. The supplier irrevocably agrees that the decision of the arbitrator in the arbitration proceedings: shall be final and binding on it; shall be carried into effect; and may be made an order of court of competent jurisdiction.