

1. CONDITIONS.

1.1. These Terms and Conditions, together with any addenda and/or annexes, specifications, drawings, notes, instructions and any other information, either physically attached or incorporated by reference to a purchase order issued by any of the Bosch Group companies in Mexico (BOSCH) (collectively everything like the Purchase Order), constitutes the complete and unique agreement between any of the Bosch Group's companies in Mexico¹ and the Supplier (the Supplier) identified in the relevant Purchase Order. The manual or electronic acceptance of the Supplier, the acknowledgement of receipt of the Purchase Order, or the commencement of the provision of the Services or the Supply of goods, as defined below, constitute the Supplier's acceptance of these terms and conditions, and therefore these terms and conditions shall apply to the exclusion of any terms and conditions of the Supplier that conflict with or deviate from our Terms.

1.2. If there is a Contract between the Supplier and BOSCH, the terms and conditions that shall prevail shall be those indicated in the Contract itself.

1.3. For Works and Services, Supplemental Purchase Terms and Conditions for Works and Services shall apply (may be reviewed and downloaded in the Purchasing and Logistics area at www.bosch.com).

1.4. In addition to the present conditions, the additional purchase conditions for software from Robert Bosch GmbH and the additional conditions for products related to open-source software shall apply to the software (see <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> "Global Supplementary Terms & Conditions").

1.5. Unless otherwise stipulated in the Additional Terms and Conditions for the Purchase of Software, BOSCH shall be granted a non-exclusive, worldwide, unlimited and irrevocable right to use the licensed software at the time of delivery. BOSCH shall have the right to sublicense, rent, lease or transfer the right to use the software in any other way to BOSCH subsidiaries as well as to BOSCH subcontractors responsible for manufacturing BOSCH products which, therefore need a right to use the software. In addition, BOSCH shall be entitled to distribute the software to customers as part of a hardware product including the corresponding sublicense of use to the extent necessary for the use of the hardware.

1.6. BOSCH shall have the right to use the software provided, including any documentation, with the agreed performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. BOSCH shall have the right to make the necessary copies for backup and archiving purposes.

1.7. Within a reasonable time from the request of BOSCH, the Supplier shall undergo the TISAX (www.tisax.de) tests in

accordance with the objective of the test required by BOSCH and shall provide the test result.

2. DEFINITIONS.

2.1 Products: represent tangible goods specified in the Purchase Order that will be delivered on the Delivery Date, at the BOSCH address(s).

2.2. Services: represent the services specified in the Purchase Order that the Supplier shall provide to BOSCH, in the address(s) of BOSCH.

2.3. Delivery Date: that date indicated in the Purchase Order in which the Supplier must conclude the provision of the Services or deliver the Products subject to the Purchase Order.

2.4. Supplier's staff: employees, consultants, agents, and independent contractors under the responsibility of the Supplier.

2.5. Specialized Services: means those physical or intellectual services or execution of specialized works that (1) are not part of the social object or the predominant economic activity of BOSCH and (2) are carried out by employees of the Supplier on BOSCH premises.

3. OBJECT.

3.1. The Supplier hereby undertakes to provide BOSCH, in a manner that is more than limited, the Services or Products in accordance with the terms and conditions set out below and the documents generated by the parties form an integral part thereof.

3.2. The Supplier undertakes to adjust all its acts relating to compliance with these Purchase Terms and Conditions, to BOSCH corporate policies, general guidelines and policies and to current legislation.

3.3. The parties agree that the Staff of the Supplier who executes the Services or Products will always have the skills and specialization necessary for the execution of the same, including all necessary permits, authorizations, or records set out in current legislation.

3.4. Likewise, the parties acknowledge that the Services or Products provided by the Supplier shall not in any way cover all the same or similar activities that take place in the Workplace and shall not include the same or similar to those carried out by BOSCH workers, nor are they activities equal to or similar to the dominant social object or economic activity of BOSCH.

3.5. The Supplier acknowledges that it may only supply or provide the goods or services for which it was contracted, and that, in case of receiving purchase orders for various goods or services, it shall immediately reject the Order(s) Purchase for various goods or services, unless there is a written agreement signed and accepted by the Parties, only through their legal representatives.

¹ Companies of the Robert Bosch Group in Mexico:

1. Robert Bosch Mexico, S.A. de C.V.;
2. Robert Bosch, S. de R.L. de C.V.;
3. Robert Bosch Tool of Mexico, S.A. de C.V.;
4. Frenados Mexicanos, S.A. de C.V.;
5. Robert Bosch Sistemas Automotrices, S.A. de C.V.;

6. Robert Bosch Mexico Sistemas de Frenos, S. de R.L. de C.V.;
7. Robert Bosch Mexico Sistemas Automotrices, S.A. de C.V.;
8. Robert Bosch Mexico Sistemas de Seguridad, S.A. de C.V.;
9. Bosch Rexroth, S.A. de C.V.;
10. Bosch Management Service, S.C.;

3.6. The BOSCH purchasing area, with the power of legal representative, is the only one authorized to confirm to the Supplier that additional services will be required and that under no circumstances will it be valid if they are not supported by the corresponding application and duly signed by BOSCH's legal representatives, as mentioned in the previous subparagraph.

3.7. In the event that the Supplier provides a specialized service or execution of specialized works, in accordance with article 13 of the Federal Labour Law, it shall additionally comply with the following requirements:

3.7.1. Have the Register of Specialized Service Supplier or Specialized Works in force (hereinafter "REPSE"), issued by the Ministry of Labour and Social Security for the service to be provided.

3.7.2. All its personnel must be hired directly by the Supplier (They may not be subcontracted).

3.7.3. Comply with their workers' and employers' tax and social security obligations.

3.7.4. Comply with the obligations set forth in article 15 of the Federal Labour Act and other applicable provisions.

3.7.5. To send the documents and information, in time and form, to the email indicated by BOSCH, in accordance with the provisions of article 15-A of the Social Security Law in force and other applicable laws.

3.7.6. Be aware of their tax, labour and social security obligations.

4. PLACE OF PROVISION OF SERVICES.

4.1. The Supplier undertakes to provide the Services in the places that require to be provided in accordance with the nature of the Services.

4.2. Suppliers performing work at BOSCH facilities must comply with the law and requirements, as well as with BOSCH regulations. The Supplier is obliged to appoint a person in charge of the performance of the tasks that guarantee the task of supervision and control. The person in charge of the Supplier is obliged to consult with the coordinator before carrying out the work in order to establish adequate security precautions and to inform BOSCH and affected third parties about mutual threats. The Supplier is responsible for the instruction and safety of its employees, as well as for insuring risks against third parties. The Supplier can only use suitable and sufficiently qualified employees and safe work equipment within BOSCH facilities. Any accidents that occur on the premises must be reported immediately, and take the necessary measures to contain the risks.

4.3. The Supplier undertakes to replace, restore and/or repair and in general to be liable for damage to the facilities and/or furniture owned by BOSCH, including for the theft or for the total loss thereof attributable to the Supplier's staff, without requiring any further procedure than the express request made by BOSCH to the Supplier, who must inform BOSCH of the actions to be taken for the above purposes, as well as the time frame for the resolution of each individual case.

5. DELIVERY

5.1. The agreed deadlines and delivery dates are binding. The receipt of the Products and/or Services by BOSCH will be relevant for the fulfillment of the agreed delivery dates or delivery deadlines. Except as provided in the Contract or in the(s) Order(s) of Purchase

and in the shipping policies established by BOSCH, the Supplier shall make the Products and/or Services available in good time and shall take into account the time required for loading and shipping as agreed with its carrier.

5.2. If the Supplier is responsible for the assembly or installation, he shall bear all necessary expenses, such as travel expenses, provision of tools and other expenses, as well as any documents or permits to be processed locally, to cover with safety and proper handling of the Product or Service, inside of BOSCH facilities.

5.3. If the Supplier does not comply with the agreed delivery times, in the Contract or Order(s) of Purchase(s), the legal provisions shall apply. The Supplier shall immediately notify our order department if it anticipates difficulties with respect to the production, the supply of Products, compliance with agreed deadlines or similar circumstances that may interfere with the ability of the supplier to deliver on time or to deliver the agreed quality.

5.4. In the event that BOSCH has accepted the Products or Services that are delayed, such acceptance shall not be considered as a release of liability of the Supplier, being liable for any damage or damage that the delay would have caused to BOSCH.

5.5. The Supplier may not deliver Products that do not meet the characteristics requested by BOSCH. In case of non-compliance, BOSCH will determine the corresponding penalty.

5.6. The quantities, weights and measurements of the Products identified by BOSCH during the entry inspection of the Products shall determine The Supplier's compliance with the contractually agreed values, without prejudice to the Supplier proving different quantities, weights or measures.

6. PRICE AND TERM OF PAYMENT.

6.1. The parties fix as consideration the one indicated in the Purchase Order. BOSCH undertakes to pay the corresponding consideration within the period specified in the Purchase Order.

6.2. The Supplier undertakes to issue the corresponding invoice, protecting the SERVICES or the Products with all the tax data that BOSCH tells him and to send it to Bosch.Proveedores@mx.bosch.com, with all the tax requirements, administrative and legal in favor of BOSCH protecting the Services provided during each month or the Products to be delivered and is obliged to submit to review according to the policies that the Accounts Payable area of BOSCH has established. BOSCH shall be free of liability for any typing errors or calculations made by the Supplier. This invoice must be uploaded correctly on the BOSCH Portal.

6.3. Payments must be made 120 (one hundred and twenty) days after the submission and approval by BOSCH of the invoice or within the period indicated in the Order(s) of Purchase.

6.4. In the event that Supplier requires a change in prices or any other commercial term, Supplier shall notify BOSCH at least 90 (ninety) days prior to the date on which Supplier wishes to effect such change. Supplier agrees that it may not unilaterally make any changes to prices or commercial terms, so any changes to prices or commercial terms must be approved in writing by BOSCH.

6.5. In the event that the Supplier owes any amount to BOSCH for any reason, BOSCH reserves the right to withhold any balance in favor of the Supplier and to make compensation in accordance with Article 2185 of the Federal Civil Code.

7. QUALITY OF SERVICES.

7.1. The Supplier shall provide BOSCH with the SERVICES or Products in the highest conditions of efficiency and quality. The Supplier shall ensure that the personnel it employs to fulfil its obligations under this Agreement is licensed, permits, titles, certificates or certificates attesting that they meet the profile required for the performance of the activities inherent in the SERVICES or the Products. In the event that BOSCH requires any service not covered herein and its annexes, the Supplier may not process such Purchase Order(s) (s) without obtaining the corresponding authorization from BOSCH. If you do not comply with this authorization, BOSCH will not proceed with the payment, without causing a penalty for BOSCH or considered a breach by BOSCH.

7.2. In the case of software products, the Supplier confirms that it has sufficient title to sublicense, rent and otherwise pass the software to BOSCH, as well as to our subcontractors in charge of the manufacture of our products. This right of use shall also cover the transmission of the software as part of a hardware product to customers and the granting of rights of use herein, to the extent that this is necessary for the use of the hardware.

7.3. The BOSCH purchasing area is the only one authorized to confirm to the Supplier that the additional services will be required and that under no circumstances will it be valid if they are not supported by the corresponding request and duly signed by authorized person of BOSCH.

7.4. The Supplier shall be bound for the duration of the Purchase Order, to develop quality of service management programs for all its administrative and operational procedures and in which case provide BOSCH with evidence at any time upon request.

8. VERIFICATION OF COMPLIANCE.

8.1. BOSCH shall at all times have the power to observe and verify the exact fulfillment of the Services provided by the Supplier or the Products delivered by the Supplier derived from the Purchase Order. Therefore, BOSCH shall sign a delivery-receipt document stating that the Services or Products comply with the specifications agreed by the Parties in the Purchase Order or its annexes, if this step is not met, BOSCH will not make the corresponding payment and may cancel the Purchase Order(s), without penalty for BOSCH.

8.2. The parties acknowledge that because the Services and/or the Products are of vital importance to BOSCH, compliance with their delivery is essential and the delay attributable to the Supplier that may exist, constitutes a breach on the part of the Supplier, which may have an impact on the operation or operation of Bosch, thus in addition to the obligation to remedy Products or Services not performed in a timely manner and in good condition, the Supplier shall pay to BOSCH a conventional penalty equivalent to 15% (fifteen percent) of the value of the Product or Services not performed, for each week or fraction of delay, on the understanding that this penalty is established for the simple delay in the performance of the obligation in terms of the current commercial law.

8.3. Such charge (penalty) may be applied by BOSCH within one week of informing the Supplier in writing of the amount generated by a delay, as mentioned in this subparagraph.

9. GUARANTEE.

9.1. The Supplier assures BOSCH, its Customers and their respective Customers, that the Products or Services subject to the Purchase Order: i) will be new and will comply with the requirements requested by BOSCH; ii) shall be free from any defect or vice; iii) shall comply with the certificates and regulations determined by the different legal systems in Mexico; iv) that the Products and/or Services will be developed and supplemented with the highest quality standards. These warranties are intended to protect BOSCH for any claims that BOSCH Customers or BOSCH Customers make in relation to the Products or Services subject to the Purchase Order.

10. CLAIMS BASED ON DEFECTS.

10.1. The applicable legal provisions concerning defects in quality (hidden defects) and defects in title apply, except to the extent that the contrary is not stated below.

10.2. BOSCH shall have the right to select the type of repair of the damage in accordance with the applicable law.

10.3. In the event that the Supplier does not begin to rectify the defect after BOSCH's request to remedy it, in urgent cases, after a reasonably short period of time to remedy it, in particular to avoid a serious danger or to avoid further damage, BOSCH shall have the right to undertake such rectification on its own account or to engage a third party to make it at the Supplier's expense.

10.4. The Supplier shall also relieve BOSCH and remove BOSCH in peace and safety from any third-party claim based on the violation of third-party rights by the Services or Products, unless the Supplier can prove that it is not responsible for the violation. In addition, the Supplier shall, upon request, immediately provide BOSCH with the information and documents on its services required for the defense against such third-party claims.

10.5. The limitation period for claims for compensation is 3 (three) years. The limitation period for claims for compensation begins at the end of the year in which the claim arose and BOSCH has become aware of the circumstances justifying the claim and the person of the debtor, or they should have known without gross negligence. Any longer statute of limitations will take precedence. This also applies to the above-mentioned additional claim for information and documents.

10.6. The limitation period for hidden defects or defects, or quality claims is 3 (three) years, except in cases of fraud or illicit activities. Any longer statute of limitations will take precedence.

10.7. For claims based on title defects, the provisions of 10.5 (limitation period for claims for compensation) shall apply accordingly. Any longer statute of limitations will take precedence.

10.8. If the Supplier fulfils his obligation to make reparation for the damage by supplying a substitute product or service, the term of the guarantee of the goods delivered in replacement shall begin to run again after the delivery of the same.

10.9. In the context of additional performance, the Supplier shall bear the costs of transportation, travel, labour, installation, dismantling and material. If, as a result of a defective product, BOSCH incurs costs and expenses in connection with the repair or replacement of the Product or Services, which BOSCH has the right to reasonably make, in particular the costs and expenses of classification, for an inspection of incoming goods exceeding the regular scope quantity, for an examination and analysis of the defect, as well as costs for the participation of external or internal employees, the Supplier shall bear these costs unless it is not responsible for the defect.

10.10. The Supplier is liable for the fault of its employees and/or workers, as it is for its own negligence or intent.

11. LIABILITY AND RECOVERY OF THE PRODUCT.

11.1. In the event of a product liability claim against BOSCH, the Supplier is obliged to exempt BOSCH from such claims and to remove it in peace and safety, if and to the extent that the damage was caused by a defect in the Product supplied by the Supplier. In cases of fault liability, this only applies, if the Supplier is at fault. To the extent that the cause of the damage is within the Supplier's area of responsibility, the Supplier must demonstrate that it is not at fault.

11.2. In the cases of the preceding paragraph, the Supplier bears all costs and expenses, including the costs of any legal action, except that the total costs are not necessary and adequate. Otherwise, the legal provisions shall apply.

11.3. Prior to any action to remove a product from the market that is partly or wholly due to a defect in a Product supplied by the Supplier, BOSCH shall notify the Supplier, giving you the opportunity to collaborate and discuss with the supplier the efficient conduct of the recall action, unless it is not possible to notify the Supplier in time due to particular urgency. The costs of the recall action shall be borne by the Supplier to the extent that a recall action is due to a defect in a Product supplied by the Supplier.

12. VALIDITY.

12.1. The Purchase Order shall remain in effect for an indefinite period or until the Service has been performed or the Products have been delivered.

12.2. However, either Party may terminate the Purchase Order without liability, and without the need for a judicial declaration, by written notice with at least 30 (thirty) calendar days in advance of the date on which you wish to terminate it.

12.3. In the event that BOSCH terminates the Purchase Order in advance, the Supplier shall be entitled to recover the prorated portion of the price of the Purchase Order for the Service performed or the Product delivered up to the effective date of termination, plus the non-cancellable expenses incurred for the fulfilment of its obligation, subject to review and written authorization by BOSCH. The Supplier undertakes to reasonably mitigate its damages in respect of any non-cancellable expenses before charging it to BOSCH.

12.4. Termination shall not relieve the Parties of obligations previously entered into and which are outstanding at the time of such termination.

12 BIS. TERMINATION

12 BIS 1. BOSCH may terminate the Purchase Order immediately upon written notice only if:

1.- The Supplier fails to comply with any of its obligations under the Purchase Order and does not remedy its breach within 5 (five) calendar days from the date on which it is notified of its breach, the right of BOSCH to claim damages before the competent courts and to reimburse any expenses incurred on these grounds, including the payment of attorneys' fees.

2.- If the Supplier becomes insolvent or assigns either to its creditors, to any trustee or to any third party, all or a substantial part of its assets, or in the event that a commercial suit is filed by or against the Supplier.

3.- In the event of assigning, transferring, negotiating or affecting, in whole or in part, the Purchase Order, without the written authorization of BOSCH.

4.- In the event that any of the statements made pursuant to this Contract before BOSCH were false.

5.- The Supplier participates in a business or commercial relationship which, in the opinion of BOSCH, could involve a conflict of interest as regards the terms and conditions of this Agreement.

6.- The Provider is included in one of the lists published by the Tax Administration Service (SAT) on its website or in the Official Gazette of the Federation in accordance with the provisions of article 69B of the Tax Code of the Federation for issuing tax receipts which are not supported.

7.- Some competent authority determines that the Supplier has carried out one or more operations with resources of illicit origin.

8.- If for any reason the Ministry of Labor and Social Security cancels the registration of the Provider before the Public Register of Service Providers or Specialized Works authorized by the Ministry of Labor and Social Security referred to in the Article 15, Paragraph 5 of the Federal Labour Act.

9.- If the Provider provides specialized services or works not registered in the Register referred to in the preceding paragraph.

10.- If the Supplier does not deliver, in a timely manner, the requested documentation in relation to the fulfilment of the obligations of specialized services or works.

11.- If the Supplier provides incomplete and/or false documentation of the one requested in relation to the fulfilment of the obligations of specialized services or works.

12. The Supplier or any of its partners, managers, customers, suppliers or employees is involved in money laundering or terrorist financing activities, or if it is on UN checklists, European Union, OFAC, or other competent authorities.

13. If the Provider does not provide the information and documentation required for compliance with the rules of Prevention of Money-Laundering and Financing of Terrorism, or if such information turns out to be false or misleading.

12 BIS 2. However, the Supplier shall defend, and keep BOSCH safe against all claims, incurred by the Supplier by reason of or as a result of any breach by the Supplier of its obligations under this Agreement, due to the Supplier's negligence or unlawful acts, its employees, its subcontractors or the employees of subcontractors, against any and all claims that any third party may make against the Supplier or BOSCH in relation to the provision of services covered by this contract.

13. LABOR RELATIONS.

13.1. The relationship between the parties derived from the Purchase Order, is of a commercial nature as being of provision of

services or supply of products, and nothing contained in the Purchase Order may be considered as a mandate, joint partnership, company, commission, branch or employment relationship between the Supplier and BOSCH, or with their respective employees or employees. Therefore, the parties acknowledge and expressly accept that with the conclusion of the Purchase Order in no way and under no circumstances will be shaping the existence of the Economic Unit.

13.2. Both parties agree that the personnel assigned to the provision of the Services or the Products subject to the Purchase Order, will depend economically, legally, under no circumstances may the Supplier's staff be regarded as an employee or employee of BOSCH.

13.3. As a result of the foregoing, the Supplier relieves BOSCH of any liability arising from the employment relationship in respect of the personnel it may employ to provide the SERVICES subject to the Purchase Order.

13.4. By virtue of the fact that the Supplier is a company which, has its own elements and sufficient to fulfil its obligations and carry out its activities, the Supplier shall, for all legal purposes and respectively, the sole and exclusive employer of its workers and/or employees, used to carry out the obligations of the Supplier arising from the Purchase Order, including, without limitation, compliance with laws, federal, state, or municipal regulations, rules, or resolutions deemed applicable.

13.5. It is expressly agreed that in the event that BOSCH is sued by personnel of the Supplier and/or its subsidiaries for any reason, claiming that BOSCH is the employer, joint proprietor, substitute proprietor of the plaintiff, the Supplier undertakes to take out in peace and safety the rights of BOSCH of these proceedings, relying on lawyers specialized in the matter in question and to cover their fees, as well as what is claimed if necessary.

13.6. Any other legal liability to the I.M.S.S., INFONAVIT or other labour or social security authority, at the expense of the Supplier and/or its subsidiaries and derived from its employment relationship with the personnel contracted to perform the Services.

13.7. BOSCH shall immediately notify the Supplier in writing of any judicial or extrajudicial notification that it is aware of any proceedings relating to the claims cited, in order that the Supplier and its subsidiaries may present the best defense.

13.8. The provisions of the preceding paragraph shall not prevent BOSCH's lawyers from requesting in writing from the Supplier's lawyers detailed progress reports, as well as the strategies to be followed for the best resolution of them, in the same way may require communication and coordination between both groups of lawyers.

13.9. BOSCH undertakes to establish, inform and implement internal labour regulations, safety and health measures, policies and procedures for the performance of workers' duties, and/or compliance programs and codes of ethics that are required under applicable local or federal law.

13.10. The parties agree that the risks and accidents at work suffered by the employees and/or workers of the Supplier shall be

the sole responsibility of the Supplier and that the Supplier shall bear all costs and fees which may arise therefrom, even if such accidents and risks occur at or outside BOSCH facilities.

13.11. The Supplier undertakes to indemnify BOSCH without any limitation for damages and losses arising from any claims that its employees and/or workers may make against it, which shall include, without limitation, all types of expenditure, including legal fees that BOSCH requires to contract to address such claims and for as long as necessary until the final resolution of each individual case.

13.12. In the provision of the Services, the workers and/or employees of the Supplier shall act at all times under the orders, subordination and responsibility of the Supplier. Under no circumstances shall they be presumed to be employees and/or workers or representatives of BOSCH, nor be held as such before third parties or attempt to enter into contracts or enter into obligations on behalf of or on behalf of BOSCH.

13.13. The Supplier and its subsidiaries shall be responsible for the payment of all wages, benefits, withholdings, taxes, contributions, settlements, and any other costs arising as a result of the hiring, termination of the employment relationship or any other obligation to such workers and/or employees or to the federal, state or municipal government or any of its units or offices, in accordance with the laws, applicable federal, state, or municipal regulations, rules, or resolutions that result from activities carried out pursuant to the Purchase Order. As a consequence of the foregoing, BOSCH shall not be liable to the workers and/or employees of the Supplier, or to the federal, state or municipal government or any of its premises or offices, for damages, damages, wages, benefits, withholdings, taxes, contributions or settlements, including without limitation the payment of social security and housing contributions (INFONAVIT), payroll tax, income tax withholdings, or payments of any kind arising out of an employment relationship or termination thereof by the Supplier to perform or fulfil the obligations of the Supplier arising out of the Purchase Order.

13.14. Likewise, the Supplier shall be obliged independently to register employees and/or workers who depend on the Supplier and/or its subsidiaries with the IMSS, SAR and INFONAVIT, as well as to comply with the other obligations that they have as employers, in respect of workers and/or employees that they may use to comply with the SERVICES subject to the Purchase Order, obliging BOSCH to inform in writing of the fulfilment of its social security obligations in relation to the personnel who will carry out the SERVICES inherent in the Purchase Order.

13.15. Notwithstanding the foregoing, the Parties agree that BOSCH may review and request the Supplier at any time during the validity of the purchase order, all the documentation necessary to prove full compliance with their tax and labor obligations, and likewise, they agree that this will make available to BOSCH all the documentation that the Mexican Social Security Institute, the Institute of the National Fund for Workers' Housing, or any other administrative or judicial authority directly requires the latter, regardless of the origin and nature of the procedure that gave rise to the application.

13.16. Likewise, the Supplier undertakes to remove BOSCH in peace and safety on the basis of any claim, request or intention to collect by the Mexican Social Security Institute (IMSS) from the

Institute of the National Workers' Housing Fund (INFONAVIT), or any other administrative or judicial authority related to the Supplier's employees, assuming the Supplier any liability arising from the provision of the Services and/or Products subject to the Purchase Order.

13.17. Finally, the Supplier undertakes to compensate BOSCH in the event that, for reasons attributable to the Supplier, the labour or tax authorities punish or impose fines on BOSCH in terms of the provisions of Article 1004-C. of the Federal Labour Act, and in articles 15-D and 26, part XVI, of the Federal Tax Code.

14. INDEPENDENT CONTRACTOR.

14.1. The Supplier shall perform his obligations under the Purchase Order as an independent contractor, and not as a BOSCH agent or partner.

14.2. In carrying out its obligations under the Purchase Order, the Supplier shall observe the performance standards that are established according to the Purchase Order, in the absence of any specific standard, shall provide care, the ability and diligence of a prudent business corporation of recognized prestige in the field of services provided in the protection and promotion of its own interests; developing its obligations under the Purchase Order as if it were its own business, being consistent with good business practices and in accordance with the applicable standards of the industry whose service is concerned.

15. ASSIGNMENT.

15.1. BOSCH may assign the rights and obligations arising from the Purchase Order to its related companies provided that it notifies The Supplier in writing. However, with the exception of the foregoing, the Parties agree that they may not assign the rights and obligations arising from the Purchase Order and its annexes, unless otherwise authorized in writing by the other Party.

15.2. Any attempt to transfer or transfer without the prior written consent of the other party shall cause the Purchase Order to be terminated without the need for any judicial decision and without any liability, in addition to the fact that the transfer will not be considered valid for all legal purposes to which there is a place. However, the affected party shall retain the right to charge the defaulting party for any damages that the assignment or attempted assignment would cause to it without its consent, which shall include, but not be limited to, the payment of all expenses.

16. LICENCES AND PERMITS.

16.1. The Supplier shall be responsible for requesting, obtaining and maintaining in force the permits, licenses and other governmental authorizations that, if necessary, are required to be able to provide the SERVICES or the Products subject to the Purchase Order.

16.2. The Supplier shall be obliged to inform BOSCH of any (re) export licensing requirements or restrictions applicable to the Products under the Mexican Export Control Act and Customs regulations, German, European or American, as well as to the export control law and customs regulations of the country of origin of the Products in their commercial documents and to send the following information on the Products subject to the licensing requirements in time before the first delivery, if applicable:

- Bosch Material Number,
- Product Description,
- All applicable export list numbers, including the Export Control Classification Number in accordance with the US Trade Control List. USA. (ECCN)
- Country of origin of Products under commercial policy
- HS Code of products,
- A contact person in your organization to resolve any queries.

In the event of non-compliance or failure to notify BOSCH in a timely manner, BOSCH may apply any sanctions it deems appropriate.

16.3. The Supplier is obliged to take appropriate security measures for the supply chain in accordance with its business model as defined by the WCO SAFE Framework and, in particular to help BOSCH take the necessary measures to maintain the authorization as an Authorized Economic Operator (OEA). Supplier is obligated to provide appropriate evidence, through authorizations or statements, security statements, statements within the scope of C-TPAT or similar programs. BOSCH or a third party instructed by BOSCH shall have the right to examine the evidence of the supplier at the premises of the Supplier in accordance with this paragraph.

16.4. The Supplier is obliged to inform BOSCH in a binding manner about the commercial origin or the respective preferential origin required.

16.5. For the delivery of goods across customs borders, the Supplier is obliged to attach all required documents to the delivery, such as commercial voice, delivery note and information for a complete and correct customs import declaration.

16.6. The Supplier must support us by all available means to reduce or minimize our payment obligations with respect to customs duties or clearance costs.

17. ENVIRONMENTAL PROTECTION AND SOCIAL RESPONSIBILITY.

17.1. The Supplier undertakes to have all authorizations valid for the duration of the Purchase Order, environmental permits and licenses necessary for the provision of the Services or Products requested from time to time by BOSCH, it is also obliged to comply at all times with the applicable legislation on environmental protection.

17.2. The Supplier undertakes to establish a set of objectives, strategies and lines of action for the optimal protection, conservation and use of natural resources and environmental goods and services.

18. OCCUPATIONAL SAFETY AND HEALTH.

18.1. The Supplier undertakes to take all necessary measures to promote and protect the safety and health of its workers, ensuring the well-being of the latter by continuously improving safety and health conditions at work.

18.2. The Supplier shall seek to control accidents at work and possible illnesses by reducing the risk conditions in the provision of the Services requested by BOSCH from time to time through periodic inspections by Supplier will perform at workplaces in order to determine the conditions in which the different types of work are

carried out in order to be able to identify areas of opportunities to make improvements.

19. CONFIDENTIALITY.

19.1. The parties agree that the Purchase Order does not grant or grant any license or any right in respect of the "Intellectual Property" belonging to them. For purposes of the Purchase Order, "Intellectual Property" includes all trademarks registered and/or used in Mexico or abroad by the parties, as well as all rights in inventions (patented or not), industrial designs, utility models, confidential information, trade names, commercial notices, rights reservations, domain names, as well as all types of patrimonial rights in works and creations protected by copyright and other forms of industrial or intellectual property recognized or recognized by the corresponding laws.

19.2. The parties agree that during the term of the Purchase Order, BOSCH may deliver to the Supplier either through its legal representative or through any of its employees, information whose content is required to be protected as confidential (hereinafter "Confidential Information"). Confidential Information shall include, but are not limited to, correspondence, technical and commercial information relating to the organization, designs, manufacturing processes and know-how of BOSCH, that during the validity of the Purchase Order is disclosed to, or in any other way obtains the Supplier, as well as the Purchase Order and its annexes and any modifications thereto. Confidential information shall not include:

- a) Information that has been published or in any other way becomes public domain, by any means not due to Supplier's breach, of any term or provision of the Purchase Order.
- b) Information that would have been known to the Supplier, at the time it was revealed to him as evidenced by written records that remain in the normal course of the Supplier's business.

19.3. The parties further agree and acknowledge that within the Confidential Information to be provided by BOSCH to the Supplier, there are industrial secrets, understood by these all types of information owned by BOSCH of industrial and commercial application that allows BOSCH to obtain and maintain, among other things, economic and market advantages over its competitors.

19.4. The Supplier agrees and agrees to keep the Confidential Information in strict confidentiality, and hereby undertakes not to sell, disclose, transfer, modify, translate, reproduce or otherwise make Confidential Information available to third parties. Likewise, the Supplier undertakes not to use the Confidential Information for purposes other than those indicated in the Purchase Order.

19.5. The Supplier undertakes to take all necessary care in the protection of Confidential Information.

19.6. In addition, the Supplier agrees and undertakes only to provide the Confidential Information to its representatives, lawyers, officials, employees, agents or advisors to the extent that they need to know it for the purpose of fulfilling the object of the Purchase Order. The Supplier shall provide such information to the persons cited as confidential and instruct them on the terms and conditions under which it should be protected in accordance with the Purchase Order.

19.7. In this regard, the Supplier undertakes to perform all such acts as may be necessary for its representatives, employees or advisers

to preserve the Confidential Information in that capacity and, in this act, it is obliged to answer for the disclosure of the Confidential Information made by any of the aforementioned persons.

19.8. Upon termination of the Purchase Order, the Supplier is obliged to return all Confidential Information in its possession, as instructed by BOSCH. However, the parties agree that the obligation of confidentiality referred to in this clause shall remain for both parties until 5 (five) years after the end of the term of this instrument.

19.9. The Parties further acknowledge that unauthorized disclosure of Confidential Information is punishable by the Federal Industrial Property Protection Act and may even constitute the commission of an offence, accordingly, in the event that The Supplier, through its legal representatives, employees, lawyers, officials, agents or advisers who have had access to the confidential information, discloses it by any means, shall indemnify BOSCH for any loss, damage, injury, charge or expenses (including attorneys' fees) that result. For the purposes of compensation, the parties must comply with the provisions of the Federal Industrial Property Protection Act, and specifically with the provisions of article 396 of that law.

19.10. The Supplier undertakes to respect the provisions contained in this clause, even after the validity of the Purchase Order, or when it has been terminated in advance, remaining their obligation not to disclose the information they have come to know for a period of 5 (five) years after the termination of the contractual relationship.

19.11. The Parties agree that the material to be developed or made in compliance with the Purchase Order as a result, directly or indirectly, shall be the property of BOSCH. Therefore, the Supplier expressly acknowledges that it will not have any rights over the material produced by BOSCH nor will it attempt to obtain any title or property registration on them in its favor either in Mexico or abroad.

20. CYBERSECURITY

20.1. The Parties shall have all appropriate or at least customary organizational and technical measures in the industry to ensure confidentiality, integrity and availability of business operations and performance of contractual obligations (cybersecurity requirements).

20.2. Security programs of the Parties shall incorporate security measures for incident protection and shall demonstrate compliance with a generally accepted cybersecurity regulatory framework such as ISO/IEC 27001, ISO/IEC 27701, etc., to establish a resilient control ecosystem appropriate to the information involved and the current status of security solutions, including commercially available software for protection against unauthorized data access, data loss or denial of service.

20.3. In the event that the Supplier has subcontractors, it shall commit them to meet equivalent requirements in order to secure their obligations to BOSCH.

21. PERSONAL DATA.

21.1. The Parties undertake to comply with the provisions of the applicable legislation on the protection of personal data, specifically the provisions of the Federal Law on the Protection of Personal Data in Possession of Individuals (LFPDPPP); and in accordance

with the role of personal data that corresponds to them, either Responsible or Responsible, will comply with their corresponding obligations.

21.2. The Parties shall ensure that personnel involved in the processing of personal data are subject to an obligation of confidentiality. In any case, the Parties shall be liable for the illegal or inappropriate use made by their personnel of the personal data received in connection with this Purchase Order, as well as for violations of such confidentiality obligation.

21.3. The Parties undertake to safeguard personal data and to take the necessary security, technical, physical and administrative measures, having regard to the type of personal data they receive in connection with the provision of services covered by this Purchase Order, in order to ensure the confidentiality, integrity and availability of the data, protecting them against threats or dangers that could affect them.

21.4. The Parties acknowledge that personal data security breaches are: i) unauthorized loss or destruction; ii) theft, loss or unauthorized copying; iii) unauthorized use, access, or processing; iv) unauthorized damage, alteration or modification.

21.5. The Supplier in case of identifying the existence of a risk or a real situation, own or alien, which could imply some improper handling of personal data, some breach of security, or breach the terms and conditions agreed in the Purchase Order, you must immediately notify BOSCH, via email to departamento.datospersonales@mx.bosch.com. In case the Supplier acts as Manager, in that communication it shall provide detailed information on the infringement in order to enable BOSCH to take the measures required by the legislation, aimed at informing Holders of such infringement that could significantly affect their patrimonial or moral rights, as well as taking the necessary actions aimed at triggering a thorough review of the magnitude of the impact, so that the affected Holders can take the corresponding measures.

21.6. In the event that the Supplier acts as Controller, undertakes to cooperate with BOSCH in order to respond fully and in a timely manner to requests for access rights, rectification, cancellation and opposition submitted to BOSCH.

21.7. Where the Supplier has the status of Data Controller, he shall not be authorized to carry out any transfer of data, except as determined by BOSCH or as required by the competent authority. In the latter case, the Supplier shall notify BOSCH and shall ensure that the data it transfers are strictly necessary in accordance with the requirement.

21.8. If the Supplier acts as Data Controller, in the event of subcontracting under the Purchase Order, involving the processing of personal data, it shall formalize the relationship with the subcontractor through any legal instrument enabling proof of its existence and content; and such subcontracted natural or legal person; shall assume the same obligations as those laid down for the Trustee in the LFPDPPP, its Regulations and other applicable provisions.

21.9. The Parties undertake that once the purpose of the processing of personal data has been fulfilled, they will carry out its cancellation

or deletion; and in the case of erasure, the method used shall comply with the irreversibility characteristic, that is to say, it shall ensure that there is no process for the retrieval of the information. If the Supplier acts as Manager, you must return all personal data that you have received as a result of the provision of the services of this Purchase Order and destroy or delete all records or media on which such data are recorded and you must provide suitable evidence with which it is possible to prove destruction or erasure. This is provided that there is no legal provision requiring the Supplier to keep personal data, in which case it must maintain the security measures until the retention period is met and can proceed with the erasure.

21.10. In the case of a specialized service, the Supplier shall provide BOSCH with personal data of its employees relating to the fulfilment of their employers' obligations under the labour and tax regulations in which case, the Parties shall act as Controllers and in accordance with that role, shall comply with their obligations in compliance with the provisions of the LFPDPPP and its Rules of Procedure. In addition, if BOSCH has to obtain personal data from employees of the Supplier for purposes such as giving them access to its facilities, BOSCH shall act as Controller.

21.11. The Parties undertake to compensate the affected party, for all damages suffered or any administrative penalty imposed on it as a result of unlawful processing of personal data by the infringing party.

22. NOTICES AND NOTIFICATIONS.

22.1. All notices, notifications and delivery of documents derived from the Purchase Order must be in writing, in Spanish, and must be addressed to legal representatives in the domiciles that, for these purposes, are indicated in the declarations of each of the gears. Such notifications and communications must be delivered personally, by certified mail or by public notary in order to be considered valid and in consequence so that they can have all their legal effects.

23. REPORTS OF OPERATION.

23.1. The Supplier shall inform BOSCH of the results of the activities covered by this contract at such intervals as it may require, and BOSCH may ascertain the veracity of the content of such reports.

23.2. The Supplier also undertakes to provide BOSCH with all information and documents attesting to the fulfilment of the obligations of the Supplier under the applicable law, in connection with the provision of the service under this contract.

24. ANTI-CORRUPTION.

24.1. The following provisions on Anti-Corruption form an integral part of the Purchase Order, and therefore the Supplier is responsible for compliance with these rules and regulations as they apply in the relevant jurisdictions, complying with the highest standards imposed by the respective jurisdiction; and it undertakes that any representative of its undertakes an individual written commitment in which it undertakes to comply with these provisions of Anti-Corruption.

24.2. Compliance with

a) The Parties agree that, for the duration of the provision of services, they are obliged, in a manner that is not limited to, to comply with all the provisions applicable in labour matters, social security, construction, environmental control and compliance, civil

protection, use of public roads, Mexican Official Standards and International Standards and to comply with any other guidelines, certificate, law, regulation or legal provision, whether federal, local and/or municipal applicable that are necessary directly or indirectly, and inherent to the proper performance of their obligations under this document and the terms and conditions governing this operation.

b) The Supplier shall at all times be in compliance and/or implement each and every measure necessary to comply with:

- i) The Foreign Corrupt Practices Act ("FCPA");
- ii) The regulations of the Office of Foreign Assets Control ("OFAC"), which is the United States federal agency responsible for economic crimes and the blocking of accounts and businesses in the United States;
- iii) The lists of restrictions of countries with economic embargoes, which include but are not limited to: Sudan, Syria, North Korea, Cuba, Afghanistan, among others, to avoid buying, selling, supplying, distributing, or engage in any other similar or similar activity with those countries in respect of products, goods, raw materials, components, materials, equipment, inputs or any goods, materials and/or services;
- iv) The Sarbanes-Oxley or Sarbanes Oxley Act (also known as SarOx or SOA), which is the law governing financial accounting and auditing functions, and severely criminalizes corporate crime and white-collar crimes; and
- v) The Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin (LFPIORPI) of the United Mexican States.
- vi) All international treaties to which Mexico is a party, including, but not limited to, the Inter-American Convention against Corruption of the Organization of American States, Convention against Corruption of Foreign Public Agents in International Commercial Transactions, the United Nations Convention against Corruption and any other convention ratified by the Government of the United Mexican States from time to time.
- vii) BOSCH Codes of Conduct and Guidelines applicable to its Customers or Suppliers, as the case may be.

24.3. The Supplier shall enforce the provisions of this subparagraph on its staff, employees, contractors or any third party.

24.4. BOSCH and the Supplier shall also be obliged to:

a) That neither this nor its subsidiaries, affiliates, shareholders, directors, officials, employees, representatives and agents, contractors, under the scope of this document, may offer, pay, give, lend, deliver, authorize, request, accept, provide or promise directly or indirectly money, loans, gifts, facilitation payments, donations, securities, services, goods in kind or any other object of value or other economic or other undue advantage to any national or foreign Public Servant, any member, official and/or candidates of a Political Party, any employee of a Party or any person with whom the Party is related by affinity or civil up to the third degree if in a straight or collateral line in the third degree, to induce you to perform or omit any act in violation of your legal duty or to assist The Supplier or any of its subsidiaries or affiliates in obtaining any kind of benefit, retain business, concessions or permits for himself or for another person or to refer business or benefits to third parties inappropriately in contravention of any duty assumed hereunder;

b) Apologize for intervening in any way in the handling, processing or resolution of matters in which the Supplier may benefit, and which may involve conflicting interests;

c) Not to induce or stop any act that violates the applicable law and provides any advantage to its competitors or that influences a favorable decision of the Government to a relationship of direct business with the Supplier.

d) Not to offer or grant favors, compromises, to any domestic or foreign public servant, or to any member of a Political Party, official and/or candidate of any political party, any employee of a Party or any person with whom the Party is related by affinity or civil up to the third degree if in a straight or collateral line in the third degree, or engage in any other conduct that directly influences whether the Supplier is favored or benefited.

e) Not to offer gifts, donations, or in general any kind of gift, whether in cash or in kind, to any national or foreign Public Servant, to any Member, official and/or candidate of a Political Party, any employee of a Party or any person with whom the Party is related by affinity or civil up to the third degree if it is in a straight or collateral line in the third degree in order to benefit.

f) Not to extort, intimidate, threaten or use blackmail or violence against any national or foreign Public Servant, any Member, official and/or candidate of a Political Party, any employee of a Party or any person with whom the Party is related by affinity or civil up to the third degree if it is in a straight or collateral line in the third degree in order for the Supplier to benefit.

24.5. **Code of conduct.** The Supplier declares that it is aware of and expressly agrees to comply with the internal codes of BOSCH, as applicable to it, which are available for consultation on the www.bosch.com in the content of the "Code of Business Conduct" ("CoBC") of Bosch and its subsidiaries and affiliates, and the attachment "Rules of Conduct for giving and accepting gratuities" ("Rules").

24.6. In particular, the Supplier states that:

a) Conflict of interest means any situation or event in which the interests of the Supplier or its personnel, directly or indirectly, take precedence, are similar or are in opposition to the interests of BOSCH, resulting in unethical performance or non-compliance with the obligations set out in this document.

b) To date there is no conflict of interest, and you agree to be obliged to immediately inform BOSCH if any, including conflicts of interest between your employees and BOSCH.

c) Is not aware of any personal, friendship, family, kinship, commercial or other relationship with any BOSCH employee; and in the event of a situation of this kind, you must immediately inform BOSCH, its employees and BOSCH staff.

d) Shall refrain at all times, directly or indirectly, from proposing the delivery, delivering or receiving fees other than those regulated in the operation, or commissions, remunerations, compensations, handouts, gifts, gifts or any other kind of incentive.

e) The Supplier states that it does not discriminate on the basis of race, sex, nationality, religion, disability, age or in any other way. Accordingly, The Supplier undertakes to comply with all applicable laws prohibiting discrimination. At the same time, it is against child and forced labour and does not tolerate the employment of persons who are not of the minimum age to work in accordance with the

applicable legislation, nor does it tolerate the obtaining of labour by any individual under threat or other penalty.

f) It complies with working hours, payment of wages, work involving minors and pregnant women, freedom of association and the prohibition of discounts laid down in the relevant Labour Act.

g) So far complies with all the guidelines that form the social standards of BOSCH, also, when there is a lack of these Compliance Standards, the Supplier undertakes to inform BOSCH and to correct this error in the shortest possible time.

24.7. Failure to fulfil these obligations may result in the immediate termination of the transaction in accordance with the applicable terms and conditions and, as the case may be, the payment of damages, regardless of the determinations applicable by competent domestic and/or foreign authorities, in accordance with the international treaties to which the United Mexican States is a party and to which it subscribes.

24.8 The Supplier agrees to indemnify, defend and keep BOSCH in peace and safety from and repair any damage or prejudice, including fees and expenses incurred for the provision of legal services, arising in connection with or arising out of any action, application, administrative proceeding, fine, litigation or dispute, arising directly or indirectly from the conduct or omission of The Supplier in relation to the provisions of this clause. Notwithstanding the foregoing, in the event of any breach by The Supplier of any term or obligation for which he is responsible as set out in this clause, BOSCH shall immediately terminate the business relationship without prior notice to The Supplier or judicial declaration, regardless of the other grounds and termination process set forth herein.

24.9. In the event of a possible violation of the above-mentioned laws or if an investigation is initiated by the authorities in charge of compliance with the above provisions, the Supplier shall immediately notify BOSCH.

24 Bis. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM.

24 Bis 1. The Supplier declares and warrants that its business and the resources used for the execution of this contract do not originate or are used for the exercise of any illicit activity, money laundering or financing of terrorism. It also undertakes to provide all information requested by BOSCH to comply with the provisions related to the Prevention of Money Laundering and Financing of Terrorism, ensuring that such information is truthful, complete, transparent and verifiable.

24 Bis 2. The Supplier undertakes to implement all necessary measures to ensure that its partners, shareholders, directors, directors, customers, suppliers and employees, as well as their resources, are not related to or derived from illicit activities. In the event that, during the term of the contract, the Supplier or any of its partners, shareholders, directors, administrators, clients, suppliers or employees is involved in an investigation of any kind, whether criminal, administrative, related to illicit activities, money laundering or the financing of terrorism, or if they were included in control lists of the UN, the European Union, OFAC, among others, BOSCH shall have the right to terminate this contract in accordance with the provisions of the Termination Clause, without prejudice to any additional legal actions that BOSCH may deem relevant. In

addition, you must inform BOSCH of this situation, within a period not exceeding 10 (ten) working days, about this situation

24 Bis 3. In order to comply with this clause, the Supplier undertakes to provide BOSCH, at its request, with the documentation and information necessary to carry out a due diligence study, in order to demonstrate that the Provider complies with the standards of Prevention of Money Laundering and Financing of Terrorism. Due diligence shall be performed at least annually. In addition, the Provider undertakes to keep your information up to date during the term of this contract. Failure to comply with the obligations set out in this clause shall entitle BOSCH to terminate this contract under the terms set out in the Termination Clause, without prejudice to any additional legal action that BOSCH may take, as well as any defense measures that the Supplier must exhaust in order to remove BOSCH safely and peacefully from any act of authority.

25. INSURANCE.

25.1. The Supplier undertakes to take out and maintain a civil liability insurance policy covering civil liability for damages to BOSCH, third parties and/or BOSCH employees derived from the Services or Products subject to the Purchase Order or the Supplier's breach of the obligations subject to the Purchase Order.

26. NO ADVERTISING.

26.1. The Supplier may not advertise or disclose to third parties (other than those with whom it is necessary in order to fulfil its obligations) that it has a contractual relationship with BOSCH (including the terms and conditions governing them, as well as the amounts of consideration), likewise may not use trademarks, names and/or trademarks owned by BOSCH, at any press conference, notice, promotion, advertising, etc., without the prior written consent of BOSCH.

27. SEVERABILITY AND WAIVER.

27.1. If any part of the Purchase Order is determined to be invalid or unenforceable, it shall be deemed not to have been inserted, but without changing the validity of the rest of this instrument, which shall be interpreted to obtain the result closest to the original intention of the parties at the conclusion of the document.

27.2. Failure by any party to require one or more parties to perform any of the obligations hereunder shall not be construed as a waiver or withdrawal of any right and shall therefore remain in full validity and effects.

28. FORCE MAJEURE.

28.1. Neither Party shall be liable to the other Party for delays or breaches, whether total or partial, of the obligations acquired in the Purchase Order, which are the result of fortuitous event or force majeure; including, without limitation: natural disasters, earthquakes, plagues, floods, fires, accidents, strikes or other labour disputes, total or partial lack of energy or water, adverse weather conditions, acts of war or other violence, public enemies, by restrictions of any government or any law, decree, order or requirement of any governmental agency or authority, whether Federal or Local, embargoes, mutiny or civil strife, by epidemics, pandemics, restrictions on the free movement or conduct of activities arising from events relating to public health or safety, quarantine, fire, explosion, accident or total or partial failure of machinery, plant, facilities, inputs, raw materials and/or cargo or any

other similar cause beyond the control of the parties. Force Majeure and/or Fortuitous Event shall never include any of the following circumstances: i) economic difficulties of any kind; ii) changing market conditions.

28.2. For the application of the case of Force Majeure and/or Fortuitous Case referred to herein, the Party invoking it shall notify the other within a maximum of 7 (seven) calendar days after it has become aware of the event, specifying the details and the approximate time of its duration. Such notification shall be made under the terms set forth in the Notification Clause herein.

28.3. Notified of the existence of Force Majeure and/or Fortuitous Case, the Parties shall not be responsible for the continuation of the performance of their obligations under the Purchase Order, except for the obligation of payment and those that are reasonable so that the Force Majeure and/or Fortuitous Case does not cause injury to the Services or make more burdensome the continuation of the same.

28.4. The Party invoking the existence of Force Majeure and/or Fortuitous Event shall use its best efforts to mitigate, remedy or lift the existence of such a condition and shall regularly report to the unaffected Party on the status of the condition generated by the Force Majeure and/or Fortuitous Event.

28.5. The foregoing on the understanding that the defaulting Party is affected by the unforeseen event or force majeure, shall resume compliance in the manner and terms stipulated in the Purchase Order at the time the cause for the breach ceases, giving written notice to the other Party, within a maximum of 3 (three) following calendar days on cessation of the cause.

28.6. If a Force Majeure or Fortuitous Event affects all obligations under the Purchase Order of one of the Parties in connection with this, or a substantial part of such obligations under the Purchase Order, is extended continuously in time for more than three months, the party not affected by such situation of Force Majeure or Fortuitous Case may request the termination of this, with prior notice and in writing, with thirty (30) calendar days before the date on which the termination takes effect. The resolution, if any, shall not exempt the Parties from the fulfilment of obligations arising prior to the situation of Force Majeure or Fortuitous Event.

29. JURISDICTION/APPLICABLE LAW.

29.1. In the event of any dispute concerning the interpretation or performance of the Purchase Order, the parties agree to submit to the applicable laws of the United Mexican States and to the jurisdiction of the competent courts of Mexico City; expressly renouncing any jurisdiction or jurisdiction that may correspond to them by reason of their present or future domiciles.

30. EXECUTION OF SERVICES.

30.1. During the term of the Services, the Supplier may assign to BOSCH such personnel as it deems appropriate at any time, in order to fulfil its obligations under the Service, in a timely and efficient manner.

30.2. In the event that BOSCH is dissatisfied with the performance of the execution of the Services by the personnel designated by the Supplier, the Parties agree that BOSCH may request a change of personnel from the Supplier, and the latter shall appoint any other

qualified personnel to perform the Services within no more than 3 calendar days of the request.

30.3. The Supplier shall use the human and material elements required and deemed necessary for the full performance of his obligations under the Purchase Order and under his subordination, in charge of the management and supervision of the SERVICES, as well as their administration until their completion.

30.4. The Parties agree that in compliance with the provisions of a general nature for the registration of natural or legal persons providing specialized services or performing specialized works referred to in Article 15 of the Law Federal Labor, and, in order to identify the employees of the Supplier who will perform the SERVICES provided to BOSCH, employees must have a badge, image or identity code linking them to the Supplier.

31. EXPLOITATION OF LABOUR.

31.1. The Supplier, including its contractors/suppliers/manufacturers, shall not employ or order forced labour. Forced labour consists of any work or service, not performed voluntarily, which is required of an individual under threat of force or punishment, and includes any type of involuntary or compulsory work, such as slave labour, bonded labour or similar employment agreements.

31.2. No person who has been trafficked shall be employed or recruited. Trafficking in persons is defined as the recruitment, transportation, transfer, reception or reception of persons through the threat or use of force or other forms of coercion, kidnapping, fraud, deception, abuse of power or a position of vulnerability, or to give or receive payments or benefits to obtain the consent of one person who has control over another, for the purpose of exploitation.

31.3. In this regard, the Supplier shall:

- (a) include in contracts with its contractors/suppliers/manufacturers obligations to prevent forced labour among staff, employees, workers and any other person employed or engaged by its contractors/suppliers/manufacturers;
- (b) include in contracts with their contractors/suppliers/manufacturers, including the obligation to prevent forced labour in all contracts they conclude with their suppliers;
- (c) supervise its contractors/suppliers/manufacturers on the implementation of obligations to prevent forced labour among staff, employees, workers and any other persons employed or hired by them;
- (d) require their contractors to supervise their suppliers/manufacturers on the implementation of obligations to prevent forced labour among their personnel, employees, workers and any other persons employed or hired by them;
- (e) require its contractors/suppliers/manufacturers to immediately notify the Contractor of any incidents of forced labour;
- (f) immediately notify BOSCH and the relevant Authorities of any incidents of forced labour on the site or on the premises of its contractors/suppliers/manufacturers; and
- (g) include in periodic progress reports submitted under the contract sufficient details on their compliance with forced labour obligations, including their contractors/suppliers/manufacturers.

31.4. Failure to comply with the obligations defined in this clause may result in the termination of the Purchase Order, as well as any other penalties established by the applicable regulations.

32. AUDIT

32.1. The Supplier agrees to maintain accurate and complete records of contracts, documents, correspondence, accounting records, invoices and any information relating to this contract. Such records shall be kept in accordance with accounting practices and shall be kept for a period of 5 (five) years after the termination of this contract. The Supplier agrees to allow BOSCH or the Supplier to authorize, review and audit such documentation, at BOSCH's expense and cost, by notifying the Supplier in writing and in advance with at least 2 (two) working days before the date on which they wish to carry out such a review.

32.2. If necessary, the Supplier shall provide BOSCH with all information and documentation relating to the provision of services covered by this Agreement, in order for BOSCH to comply with the monthly and annual statistical requirements of the National Institute of Statistics and Geography (INEGI). The Supplier shall provide the information to BOSCH within 5 (five) calendar days after it has been requested.

33. TOTAL AGREEMENT.

33.1. The Purchase Order, including the Annexes or accompanying documents, which are incorporated as a reference, contains the total agreement between the Parties in relation to the matter set out above and shall replace any prior agreement or commitment, between the parties in relation to the above-mentioned matter. Any modification of the terms and provisions of the Purchase Order and shall be signed by the Parties. Additional or different terms and conditions included in the Purchase Order shall be deemed void.

33.2. These Terms and Conditions of Purchase represent the will of The Supplier and BOSCH, in the absence of any defect of consent, both Parties undertake to comply fully.