

## **1. CONDITIONS.**

1.1. These Terms and Conditions, together with any appendix and/or exhibit, specifications, drawings, notes, instructions and any other information, either physically attached or inserted by reference to a purchase order issued by any company of Bosch Group in Mexico (BOSCH) (collectively the Purchase Order) represents the total agreement between any of the companies of Bosch Group in Mexico<sup>1</sup> and the Supplier (the Supplier) identified in the relevant Purchase Order. The manual or electronic acceptance of the Supplier, the acknowledgment of receipt of the Purchase Order, or the beginning of the Service provision, as defined below, represent the acceptance of these terms and conditions by the Supplier.

1.2. In case there is an Agreement between the Supplier and BOSCH, the terms and conditions of such Agreement shall prevail.

1.3. For work and services, Supplementary Terms and Conditions of Purchase for Work and Services shall apply (can be viewed in download area of Purchasing and Logistics at [www.bosch.com](http://www.bosch.com))

1.4. For products related to Software, Supplementary Terms and Conditions of Purchase for Software as well as the supplementary Terms and Conditions for Products related to Open Source Software apply (can be viewed in download area of Purchasing and Logistics at [www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions](http://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions)).

## **2. DEFINITIONS.**

2.1 Products shall mean the tangible goods specified on the Purchase Order and which shall be delivered on the Date of Delivery.

2.2. Services shall mean the services specified on the Purchase Order provided by the Supplier to Bosch.

2.3. Date of Delivery shall mean the date stated on the Purchase Order for the Supplier to complete the provision of Services or the delivery of the Products under the Purchase Order.

2.4. Subcontractor shall mean the third party retained by the Supplier to fulfill their obligations to BOSCH.

2.5. Staff of the Supplier shall mean the employees, consultants, agents, independent contractors and subcontractors of the Supplier.

## **3. PURPOSE.**

3.1. The Supplier hereby agrees to provide BOSCH with the Services or Products included but not limited to those set forth under the terms and conditions below and on Exhibit A which upon signature become part hereof.

3.2. The Supplier agrees to adjust all their actions related to the compliance with these Purchase Terms and Conditions to the corporate policies of BOSCH, general directives and policies and the laws in effect.

3.3. The Parties agree that the Staff of the Supplier providing the Services shall always have the skills and specialization required to provide such Services.

3.4. Furthermore, the parties agree that the Services provided by the Supplier and their subcontractors shall not comprise all the activities that are equal or similar to those developed at the Work Center and shall not comprise equal or similar activities to those performed by BOSCH's employees.

## **4. SERVICE PROVISION SITE.**

4.1. The Supplier agrees to provide the Services at the required sites according to the nature of such services.

4.2. Suppliers who carry out work on our factory premises in fulfillment of the agreement must observe the statutory law and regulations as well as the plant regulations. The Supplier is obligated to name a person in charge for the fulfillment of the order who ensures the supervisory and control duty. The Supplier's person in charge is obliged to check with the coordinator before carrying out the work in order to set up suitable safety precautions and to inform us and affected third parties about mutual threats. Suppliers are responsible for the instruction and safety of their employees and subcontractors as well as for securing hazards against third parties. The Supplier may only use suitable and sufficiently qualified employees and safe working equipment within the plant's premises. Any accidents occurring on the plant's premises must be reported to us immediately.

4.3. The Supplier agrees to replace, restore and/or fix and in general assume any liability for the damages to the facilities and/or furniture owned by BOSCH, including theft or total loss thereof and which are imputable to the Supplier's staff without any other requirement than the express request by BOSCH to the Supplier, and the Supplier shall notify BOSCH on the steps to be taken for fulfilling the aforementioned procedures and the planned schedule for solving each concrete case.

## **5. PRICE AND CONDITIONS OF PAYMENT.**

5.1. The parties agree that the consideration hereof shall be the one stated on the Purchase Order. BOSCH agrees to pay the relevant consideration within the term stated on the Purchase Order.

5.2. The Supplier accepts to issue the respective invoice, covering the SERVICES with all the fiscal data indicated by BOSCH, and to send it to [Bosch.Proveedores@mx.bosch.com](mailto:Bosch.Proveedores@mx.bosch.com) with all tax requirements for the SERVICES provided for each month or the Products to be delivered, and agrees to submit it to approval according to the policies established by the payables department of

<sup>1</sup>Companies of the Robert Bosch Group in Mexico:

1. Robert Bosch México, S.A. de C.V.;  
2. Robert Bosch, S. de R.L. de C.V.;  
3. Bosch Automotive Service Solutions, S.A. de C.V.;  
4. Robert Bosch Tool de México, S.A. de C.V.;  
5. Frenados Mexicanos, S.A. de C.V.;  
6. Robert Bosch Sistemas Automotrices, S.A. de C.V.;

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

BOSCH. BOSCH shall be released from any liability due to any typo or calculation mistake from the Supplier.

5.3. Payments shall be due 90 (ninety) days after the submission and approval of the invoice by BOSCH.

5.4. In case the Supplier wants to change the prices or any other commercial term, the Supplier shall notify BOSCH at least 90 (ninety) days in advance to the effective date for such change. Otherwise, the Supplier agrees that prices or commercial terms hereof may not be modified unilaterally. Any change to prices or commercial terms shall be approved in writing by BOSCH.

## **6. SERVICE QUALITY.**

6.1. The Supplier shall provide BOSCH with the SERVICES under the maximum efficiency and quality conditions. The Supplier shall assure that the staff fulfilling their obligations hereunder shall have all the licenses, authorizations, titles, certificates and other diplomas proving they have the profile that is required to perform the SERVICES. In case BOSCH requires any service that is not provided by this agreement and its exhibits, the parties shall agree in writing to the relevant terms and conditions.

6.2. In case of software products, the Supplier confirms have sufficient title for sublicensing, renting and every other form of passing the software to BOSCH as well as to our subcontractors in charge of manufacturing our products. This right to use will also encompass the transmission of the software as part of a hardware product for customers and the granting of usage rights hereto, insofar as this is necessary for the use of the hardware.

6.3. The procurement department of BOSCH is the only one authorized to confirm the Supplier on any additional service that may be required and under no circumstance shall the authorization be valid if it is not supported by the relevant request duly signed by the duly authorized person from BOSCH.

6.4. During the term of the Purchase Order, the Supplier is bound to develop service quality management programs for all the administrative and operation procedures and shall provide BOSCH with the evidence that may be requested at any time.

## **7. FULFILLMENT VERIFICATION.**

7.1. At all times, BOSCH shall be authorized to fulfill and verify the fulfillment of the SERVICES provided by the Supplier or the Products delivered by the Supplier under the Purchase Order. Therefore, BOSCH shall sign a record of delivery and acceptance stating that the Products or Services meet the specifications agreed by the Parties under the Purchase Order or its exhibits.

7.2. Both parties acknowledge that the SERVICES and/or Products are essential to BOSCH and thus the fulfillment of their delivery is essential to them, and any delay imputable to the Supplier shall be deemed a failure to fulfill by the Supplier, which may impair the functioning or operation of Bosch; therefore, in addition to the obligation of remedying the failure of the Products or Services that were not delivered on time and good conditions, the Supplier shall pay the expenses derived from such failure and a conventional sanction equivalent to 15% (fifteen percent) of the value of such Products or Services for each week or fraction thereof of delay, provided that the sanction is established only for the delay in the fulfillment of the obligation under the terms of the commercial laws in effect.

7.3. Such sanction may be charged by BOSCH on the week following the notification to the Supplier in writing about the amount derived from the delay as provided by this paragraph.

## **8. WARRANTY.**

8.1. The Supplier warrants BOSCH, its Customers and their respective Customers, that the Products or Services subject matter of the Purchase Order: i) shall be new and shall comply with all BOSCH requirements; ii) shall be free from any defect or hidden defect; iii) shall comply with all certificates and regulations determined by the different Mexican laws; iv) shall be developed and completed under the highest quality standards. These warranties are aimed to protect BOSCH from any claim from BOSCH Customers or the customers of such Customers filed in relation to the Products or Services subject matter of the Purchase Order.

## **9. CLAIMS BASED ON DEFECTS.**

9.1. The provisions of the applicable laws relating to defects as to quality and defects of title apply except insofar as not otherwise provided herein below.

9.2. BOSCH shall be entitled to select the type of repair for the damage in accordance with the applicable law. The Provider may reject the repair selected by BOSCH if it is only possible at a disproportionate expense.

9.3. In the event that the Supplier does not commence rectifying the defect after our request to remedy it, in urgent cases, after a reasonably short period of time for remedy, especially to ward off acute danger or to prevent greater damage, we are entitled to undertake such rectification ourselves or to have it undertaken by a third party at the expense of the Supplier.

9.4. The Supplier shall also hold us harmless from any claims by third parties based on the violation of third-party rights by the product, unless the Supplier can prove that it is not accountable for the violation. Additionally, the Supplier shall, upon request, immediately provide us with the information and documents on his services required for the defense against such third-party claims.

9.5. The limitation period for indemnity claims is 3 years. The limitation period for indemnity claims begins at the end of the year in which the claim arose and we became aware of the circumstances justifying the claim and of the debtor's person or should have become aware of them without gross negligence. Any longer statutory limitation periods shall take precedence. This also applies to the aforementioned additional claim to information and documents.

9.6. The limitation period for defect as to quality claims is 3 years – except in cases of fraudulent misrepresentation – unless the product has been used in a building construction in accordance with its customary use and caused the defectiveness thereof. The limitation period commences when the product is delivered (passing of risk). Any longer statutory limitation periods shall take precedence.

9.7. For claims based on defects of title, the provisions of 9.5 (limitation period for indemnity claims) shall apply accordingly. Any longer statutory limitation periods shall take precedence.

9.8. If the Supplier performs its obligation to effect repair of the damage by supplying a substitute product, the warranty period of the goods delivered in substitution shall start to run a new after delivery thereof unless, when effecting repair of the damage, the Supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as good will, to avoid disputes or in the interests of continuation of the delivery relationship.

9.9. In the context of supplementary performance, the Supplier shall bear the costs for transport, travel, labor, installation, dismantling and material. If, as a result of a defective product, we incur costs and expenses in connection with the repair or replacement of the Product, which we were entitled to reasonably make, in particular costs and expenses for sorting, for an incoming goods inspection exceeding the regular scope, for an examination and analysis of the defect, as well as costs for the involvement of external or internal employees, the Supplier shall bear these costs unless he is not responsible for the defect.

9.10. The Supplier is accountable for the fault of its sub-suppliers as it is for its own fault.

#### **10. PRODUCT LIABILITY AND RECALL.**

10.1. In the event a product liability claim is asserted against us, the Supplier is obliged to hold us harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied by the Supplier. In cases of liability based on fault, this only applies, however, if the Supplier is at fault. Insofar as the cause of the damage falls within the area of responsibility of the Supplier, the Supplier must prove that it is not at fault.

10.2. In the cases of above paragraph, the Supplier assumes all costs and expenses, including the costs of any legal action, except the costs are in total not necessary and adequate. Otherwise, the statutory provisions shall apply.

10.3. Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the Supplier, we shall notify the Supplier, give the Supplier the opportunity to collaborate and discuss with the Supplier the efficient conduct of the recall action, unless no notification of or collaboration by the Supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the Supplier insofar as a recall action is due to a defect in a Product supplied by the Supplier, except it is not accountable for the defect.

#### **11. TERM.**

11.1. The Purchase Order shall be effective for an undetermined period of time or until the SERVICE has been provided.

11.2. However, either Party may terminate the Purchase Order without any responsibility and without any court order by delivering a written notification at least 30 (thirty) calendar days in advance to the effective date of such termination.

11.3. In the event that BOSCH terminates the Purchase Order in advance, the Supplier shall be entitled to recover the prorated portion of the Purchase Order price for the Service performed or the Product delivered up to the effective date of termination, plus any non-cancellable expenses incurred in the performance of its obligation, upon prior review and written authorization by BOSCH.

Supplier agrees to reasonably mitigate its damages with regard to any non-cancelable expenses before charging them to BOSCH.

11.4. Termination shall not release the Parties from the previously engaged obligations and from those whose fulfillment is pending as of the time of such termination.

#### **12. LABOR RELATIONS.**

12.1. The relation between the parties derived from the Purchase Order is a commercial relation for it is the provision of services and nothing in the Purchase Order shall be interpreted and construed as a mandate, joint venture, partnership, commission, branch or labor relation between the Supplier and BOSCH or their respective employees or workers; therefore, the parties acknowledge and expressly accept that the execution of a Purchase Order shall under no circumstance be deemed as the creation of a Business Unit.

12.2. Both parties agree that the staff providing the SERVICES under the Purchase Order shall depend on the Supplier in economic, legal, administrative and labor matters, and therefore, they shall report and economically depend on the Supplier and under no circumstance shall the Supplier's staff be deemed as employee or worker of BOSCH.

12.3. Under the foregoing provisions, the Supplier hereby releases BOSCH from any liability derived from their labor relation to the retained staff that may be employed to provide the SERVICES under the Purchase Order.

12.4. Considering that the Supplier is an entity and pursuant to Article 13 of the Federal Labor Law in Mexico it has enough own elements to fulfill its obligations and perform its activities, the Supplier and its subcontractors shall be, for all legal effects, the only employers of their workers and/or employees employed to fulfill the obligations of the Supplier under the Purchase Order, including without limitation complying with federal, state or municipal laws, regulations, rules or resolutions that may be deemed applicable.

12.5. The parties expressly agree that in case a labor claim is filed against BOSCH by the Supplier's staff and/or the staff of any affiliate or subsidiary company of BOSCH for any reason, alleging that BOSCH is employer, joint employer, deputy employer for the plaintiff, then the Supplier agrees to defend and hold a BOSCH's rights harmless against these proceedings relying on attorneys specialized in the matter of the suit and paying their professional fees as well as any claim, if applicable.

12.6. The provisions of this clause shall also apply to any legal responsibility of the Supplier and/or its affiliates and/or subcontractors to the IMSS (Mexican Social Security), INFONAVIT (Workers Housing Fund) derived from their labor relation with the staff retained to provide the Services.

12.7. BOSCH shall immediately notify the Supplier in writing about any out-of-court notice or any notice from a court of law for any proceeding related to the aforementioned claims in order for the Supplier, its affiliates and subcontractors to be able to prepare the best defense.

12.8. The provisions of the foregoing paragraph do not prevent BOSCH's lawyers from demanding in writing detailed information

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from the Supplier's lawyers in relation to the advance of such issues, as well as the strategies to be followed for the best resolution thereof, and from demanding communication with and coordination of both group of lawyers.

12.9. BOSCH agrees to establish, inform and implement the interior labor regulations, safety and hygiene measures, policies and procedures for the fulfillment of the workers' functions and/or compliance programs and ethic codes required under the local or federal legislation applicable and in effect.

12.10. Both parties agree that work risks and accidents that the Supplier's employees and/or workers may suffer shall be the sole responsibility of the Supplier, and therefore it shall bear all expenses and fees derived therefrom, even if such accidents and risks are produced at BOSCH's facilities or else outside them.

12.11. The Supplier agrees to indemnify BOSCH without limitation for all damages and losses caused by the claims that its employees and/or workers might file against it, including but not limited to all kind of expenses, including legal fees that BOSCH might have to pay for retaining legal services to respond to such claims, and for all the time that might be required up to the final resolution of each concrete case.

12.12. The Supplier's workers and/or employees and/or any outsourced worker or employee shall at all times perform the SERVICES under the instructions, subordination and responsibility of the Supplier and/or subcontractors. Under no circumstance shall they be deemed to be employees and/or workers or representatives of BOSCH and shall not act as such before any third party nor try to sign or execute any agreements or obligations on behalf and representation of BOSCH.

12.13. The Supplier, its affiliates and subcontractors shall be liable for the payment of all wages, benefits, withholdings, taxes, duties, severance pay, and any other cost derived from the retaining and termination of the labor relation or any other obligation to such workers and/or employees and to the federal, state or municipal government or any agency or office thereof pursuant to the federal, state or municipal laws, regulations, rules or resolutions that are applicable to the activities performed under the Purchase Order. Consequently, BOSCH shall not be liable to the workers and/or employees of the Supplier or the federal, state or municipal government or any agency or office thereof for any damage, loss, wage, benefit, withholding, tax, duty or severance pay, including without limit the payment of social security and workers housing (INFONAVIT) fees, payroll taxes, income tax withholdings or any other payment derived from the labor relation or the termination thereof by the Supplier to perform or fulfill the obligations of the Supplier under the Purchase Order.

12.14. Furthermore, the Supplier is bound to register independently the employees and/or worker depending on the Supplier and/or affiliates and/or subcontractors with the IMSS, SAR and INFONAVIT, as well as to fulfill all other obligations as employer to the workers and/or employees it may employ for the provision of the SERVICES under the Purchase Order, and to report to BOSCH in writing about the compliance with such obligations in social security matters in relation to the staff that shall provide the SERVICES under the Purchase Order.

12.15. Without prejudice to the foregoing, the parties agree that at any time during the term of the purchase order, BOSCH may review and request to the Supplier for the required documents to prove its full compliance with the tax and labor obligations, and further they agree that the Supplier shall make all documents requested by the Mexican Social Security Institute, the National Workers Housing Fund or any other Administrative or Judicial Authority available to BOSCH regardless of the origin and nature of the procedure causing such request.

12.16. Also, the Supplier agrees to hold BOSCH harmless against any claim, requirement or collection intent by the Mexican Social Security Institute (IMSS), the Workers Housing Fund (INFONAVIT), or any other administrative or judicial authority in relation to the Supplier's employees and the Supplier shall assume all liabilities derived from the SERVICE PROVISION under the Purchase Order.

### **13. INDEPENDENT CONTRACTOR.**

13.1. The Supplier shall fulfill their obligations under the Purchase Order as an independent contractor and not as an agent or partner to BOSCH.

13.2. In the performance of its obligations under the Purchase Order, the Supplier shall comply with the performance standards established under the Purchase Order, and in the absence of any specific standard, it shall provide the services with the same care, skill and diligence that any careful and renowned business entity would use for protecting and promoting their own interests in the service provision; fulfilling its obligations under the Purchase Order as if it were its own business consistently with good commercial practices and complying with the applicable standards of the industry in question.

### **14. ASSIGNMENT.**

14.1. BOSCH may assign the rights and obligations under the Purchase Order to its related companies provided that the Supplier is notified in writing. However, except for the foregoing, the parties agree that they may not assign their rights and obligations under the Purchase Order and its exhibits, except with the written authorization from the other Party.

14.2. Any assignment or conveyance attempt without any prior written consent by the other party shall be a cause to rescind the Purchase Order without requiring any court decision and without any liability, and the assignment shall not be valid for any legal effect. Notwithstanding, the affected party shall reserve the right collect damages and losses caused by the assignment or attempted assignment without consent from the default party, including but not limited to the payment of all kind of expenses.

### **15. LICENSES AND AUTHORIZATIONS.**

15.1. The Supplier shall be responsible of requesting and procuring the permits, licenses and other authorizations from the government authorities that are required, if any, to provide the SERVICES subject matter of the Purchase Order.

15.2. The Supplier shall be obliged to inform us about any applicable (re-)export license requirements or restrictions for the Products under Mexican, German, 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 license requirements in good time prior to the first delivery, if applicable:

- 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 organization to resolve any inquiries

15.3. 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.

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

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

15.6. The Supplier must support us by all available means to reduce or minimize our payment obligations regarding customs duties or costs for customs clearance.

## **16. CORPORATE ENVIRONMENTAL PROTECTION AND SOCIAL RESPONSIBILITY.**

16.1. The Supplier agrees to keep in effect all environmental authorizations, permits and licenses required to provide the Services during the term of the Purchase Order as requested by BOSCH, and further agrees to comply with the applicable environmental protection laws at all times.

16.2. The Supplier agrees to establish a set of objectives, strategies and lines of action for the best protection, preservation and use of natural resources and environmental goods and services.

## **17. CONFLICT OF INTEREST.**

17.1. The Supplier states under oath that none of its employees, managers, directors, officers, shareholders, consultants, representatives and/or agents are relatives in direct line of consanguinity or affinity of any BOSCH employee directly or indirectly involved in the service provider selection process. The Supplier agrees to inform BOSCH in writing in case of any family relation.

## **18. OCCUPATIONAL SAFETY AND HEALTH.**

18.1. The Supplier agrees to take all required steps to promote and protect its workers safety and health, assuring thus the wellbeing of such workers with the continuous improvement of the health and safety conditions in the worksite.

The Supplier shall look for controlling all work accidents and possible diseases by reducing risk conditions during the provision of the Services requested by BOSCH from time to time by means of periodical inspections of the Supplier to the worksites in order to determine the conditions in which the different tasks are performed and to identify the risk areas where there is room for improvement.

## **19. CONFIDENTIALITY.**

19.1. The parties agree that the Purchase Order does not grant any license or right on their "Intellectual Property". For the purposes of the Purchase Order, "Intellectual Property" shall include all the trademarks and/or brands use in Mexico or abroad by the Parties, as well as the rights on inventions (either patented or not), industrial designs, utility models, confidential information, trade names, advertisements, right reserves, domain name, as well as pecuniary rights on works and creations protected under the copyright laws and all other forms of industrial property or intellectual property that are currently protected or may be protected in the future by the relevant laws.

19.2. The parties agree that during the term of the Purchase Order, BOSCH may provide the Supplier through its legal representative or else through any of its employees with information whose contents shall be protected as confidential information (hereinafter, the "Confidential Information"). Confidential Information shall include, but not be limited to correspondence, technical and business information related to the organization, designs, manufacturing processes, know-how of BOSCH which is disclosed to or otherwise obtained by the Supplier during the term of the Purchase Order, as well as the contents of the Purchase Order itself, its exhibits and any modification thereto. Confidential information shall not include the following:

- a) Information that has been published or otherwise becomes of public domain by any means other than breach from the Supplier of any term or provision of the Purchase Order.
- b) Information that had been known by the Supplier at the moment it was disclosed to the Supplier as evidenced by written records kept during the Supplier's normal course of business.

19.3. Furthermore, the parties agree and acknowledge that Confidential Information to be provided to the Supplier by BOSCH shall include industrial secrets, understood as all kind of proprietary information of BOSCH for industrial and commercial applications allowing BOSCH obtaining and maintaining without limitation economic and market advantages in relation to its competitors.

19.4. The Supplier hereby agrees to keep strict confidentiality of all Confidential Information and not to sell, disclose, transfer, modify, translate, reproduce or otherwise make available such Confidential Information to any third party. Furthermore, the Supplier agrees to not use the Confidential Information for purposes other than those stated on the Purchase Order.

19.5. The Supplier agrees to make its best effort and care to protect the Confidential Information.

19.6. Also, the Supplier agrees to only disclose the Confidential Information to its representatives, lawyers, officers, employees, agents or consultants in a need-to-know basis for achieving the purposes of the Purchase Order. The Supplier shall provide such information to the aforementioned persons under strict

confidentiality and shall instruct them on the terms and conditions to protect such information under the Purchase Order.

19.7. In this sense, the Supplier agrees to take any action required for its representatives, employees or consultants to preserve the confidentiality of all Confidential Information and it hereby agrees to assume any liability for the disclosure of the Confidential Information by any of the aforementioned persons.

19.8. Upon the expiration of the Purchase Order, the Supplier agrees to return all Confidential Information held by it according to the instructions given by BOSCH. Notwithstanding the foregoing, the parties agree that the confidentiality obligations under this clause shall survive for both parties up to 5 (five) years from the expiration of this instrument.

19.9. Furthermore, the Parties acknowledge that the unauthorized disclosure of Confidential Information is sanctioned by the Industrial Property Law and it may even be deemed a crime; consequently, in case the Supplier through its legal representatives, employees, lawyers, officers, agents or consultants who had access to confidential information discloses the confidential information by any means, the Supplier shall indemnify BOSCH for any loss, damage, loss of profits, charge or expense (including the attorney's fees) that are caused or incurred in. For the purposes of the indemnification, the parties shall comply with the Intellectual Property Law, specifically the provisions of article 221 Bis of such law.

19.10. The Supplier agrees to comply with the provisions of this clause, even after the expiration or early termination of the Purchase Order, but the obligation to not disclose the information shall survive for a term of 5 (five) years from the termination of the contract relation.

19.11. The Parties agree that the material developed or to be developed in compliance with the Purchase Order as a result, directly or indirectly, will be property of BOSCH, for which the Supplier expressly recognizes that it will not have any right over the material developed by BOSCH nor will it attempt to obtain any type of title or registration of property over the same in its favor either in Mexico or abroad.

## **20. PERSONAL DATA.**

20.1. The Parties agree to comply with the provisions of the Personal Data Protection Laws in effect, particularly the provisions of the Law for the Protection of Personal Data held by Third Parties.

20.2. The Parties guarantee that they shall treat all personal data they receive only under the instructions of the party responsible for the treatment of such data, according to its policies for treating personal data and under the provisions of the relevant privacy notices.

20.3. The Parties agree to safeguard personal data and adopt all security, technical, physical and administrative measures that might be required according to the type of personal data they receive under this agreement. The Parties shall assure that the staff in charge of personal data treatment is subject to confidentiality obligations. In any case, the parties shall assume any liability for the illegal or inadequate use by their staff of personal data received under this agreement, and for any breach of the confidentiality obligation.

20.4. The Parties are not authorized to transfer any data, except as required by the competent authority. In this last case, the Parties shall try to transmit only the data that are strictly necessary under such requirement.

20.5. The Parties agree to cooperate in order to fully and timely reply to any requests regarding the rights to access, correct, cancel and oppose to the use of the data filed by the parties.

20.6. The Parties agree to indemnify the involved party for all damages and losses or any administrative sanction due to the illicit treatment of personal data.

## **21. NOTICES AND NOTIFICATIONS.**

21.1. All notices, notifications and document delivery under the Purchase Order shall be made in writing, in Spanish and addressed to the legal representatives of each Party at the addresses stated for such purposes in the Statements and Representations section by each party. For such notices and notifications to be deemed valid and consequently be effective for all legal purposes, they shall be personally delivered by certified mail or through a notary public.

## **22. OPERATION REPORTS.**

22.1. The Supplier shall report BOSCH periodically as requested about the results of the operations hereunder, and BOSCH may verify the truthfulness of such reports.

22.2. Furthermore, the Supplier agrees to provide BOSCH with all kind of information and documents proving the fulfillment of the Supplier's obligations under the applicable law in relation to the service provision hereunder.

## **23. NO CORRUPTION.**

23.1. The Parties agree to:

- a) Not offer, pay, give, lend, promise directly or indirectly the provision of money, securities and other goods in kind to any national or foreign public servant, to any Member of a Political Party or to any other person who is a relative up to the third degree in direct or collateral line of consanguinity or affinity in order to obtain any kind of benefit for themselves or for any third party;
- b) Excuse themselves from any kind of attention, procedure or resolution of any act that may benefit the Supplier and imply any conflict of interest;
- c) Not induce the performance or non-performance of any action breaching the applicable laws and giving it any advantage over its competitors or which may influence the Government to make a decision favorable to its interest in relation to a direct business relation with the Supplier.
- d) Not offer or grant favors or temporary arrangements to any national or foreign public servant, or to any Member of a Political Party or to any other person who is a relative up to the third degree in direct or collateral line of consanguinity or affinity and not take any action having a direct influence to benefit the Supplier.
- e) Not offer gifts, donations or in general any kind of present, either in kind or cash to any national or foreign public servant, to any Member of a Political Party or to any other person who is a relative up to the third degree in direct or collateral line of consanguinity or affinity in order to obtain any kind of benefit.
- f) Not extort, intimidate, threaten or blackmail or otherwise be violent against any national or foreign public servant, to any Member of a Political Party or to any other person who is a relative up to the third degree in direct or collateral line of consanguinity or affinity in order for the Supplier to obtain any kind of benefit.

23.2. The Supplier agrees to indemnify, defend, repair and hold BOSCH harmless against any damage or loss, including professional fees and expenses for the provision of legal services retained in relation to or derived from any action, suit, litigation or dispute directly or indirectly related to any action or omission by the Supplier under the provisions of this clause. Notwithstanding the foregoing, in case the Supplier fails to fulfill any term or obligation under this clause, BOSCH shall immediately rescind this agreement without requiring any prior notification delivered to the Supplier or any court order, regardless of any other rescission cause or process established in the Purchase Order.

23.3. 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 ([www.purchasing.bosch.com/compliance](http://www.purchasing.bosch.com/compliance)) and the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the abolition 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)).

23.4. In the event of a suspected violation of the obligations under this Section, 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.

#### **24. INSURANCE.**

24.1. The Supplier agrees to retain and keep in effect a liability insurance policy covering liabilities due to damages caused to BOSCH, third parties and/or BOSCH's employees derived from the Services or Products under the Purchase Order or the Supplier's failure to fulfill the obligations under the Purchase Order.

#### **25. NO ADVERTISING.**

25.1. The Supplier may not advertise or disclose to any third party (other than those required for fulfilling the relevant obligations) that there is a contract relation with BOSCH (including the terms and conditions ruling such relation, as well as the amounts of any consideration) and may not use any trademark, name and/or proprietary brands of BOSCH in any press conference, notice, promotion, advertisement, etc., without prior written consent by BOSCH.

#### **26. SEVERABILITY AND WAIVER.**

26.1. If any portion of the Purchase Order is found invalid or unenforceable, such portion shall be deemed as if it had never been inserted, but the validity of remaining parts of this instrument shall not be modified, and the instrument shall be interpreted and construed as to obtain the closest result to the original intent of the parties when executing this document.

26.2. The failure by any party to enforce one or more times any of the obligations hereunder shall not be interpreted and construed as a waiver or withdrawal of any right and therefore, such rights shall remain in full force and effect.

#### **27. FORCE MAJEURE.**

27. 1. Neither Party shall be liable to the other Party for any delay or failure to perform, in whole or in part, the obligations undertaken in the Purchase Order, whether resulting from fortuitous event or force majeure; including, without limitation: natural disasters, earthquakes, pests, floods, fires, accidents, strikes or other labor disputes, total or partial lack of energy or water, adverse weather conditions, acts of war or other acts of violence, public enemies, by restrictions of any government or any law, decree, ordinance or requirement of any government agency or authority, whether Federal or Local, embargoes, riot or civil disturbance, due to epidemics, pandemics, restrictions to free transit or development of activities derived from events related to public health or safety, declaration of quarantine, fire, explosion, accident or total or partial lack of machinery, plant, facilities, inputs, raw material 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) change in market conditions.

27.2. For the application of the case of Force Majeure and/or Fortuitous Event contemplated herein, the Party invoking it must notify the other Party within a maximum period of 7 (seven) calendar days from the time it became aware of the event, specifying the details and approximate duration of the event. Such notification shall be made under the terms established in the Notifications Clause herein.

27.3. Upon notification of Force Majeure and/or Fortuitous Event, the Parties shall not be liable for the continued performance of their obligations under the Purchase Order, except for the obligation to pay and such other obligations as are reasonable to ensure that the Force Majeure and/or Fortuitous Event do not cause injury to the Services or make their continuation more burdensome.

27.4. 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 condition and shall regularly report to the unaffected Party on the status of the condition that generated the Force Majeure and/or Fortuitous Event.

27.5. The foregoing is understood that the Party that has failed to comply due to being affected by the fortuitous event or force majeure, must resume compliance in the form and terms stipulated in the Purchase Order at the time the cause that gave rise to such failure ceases, giving written notice to the other Party, within a maximum period of 3 (three) calendar days, of the cessation of the cause.

27.6. If a Force Majeure or Fortuitous Event affects the totality of the obligations under the Purchase Order of one of the Parties in relation to this Agreement, or a substantial part of such obligations under the Purchase Order, continues uninterrupted in time for more than three months, the party not affected by such Force Majeure or Fortuitous Event may request the termination of this Agreement, with a prior written notice, thirty (30) calendar days before the date in which such termination takes effect. The resolution, if any, will not

exempt the Parties from the fulfillment of the obligations arising prior to the situation of Force Majeure or Fortuitous Event.

**28. JURISDICTION.**

28.1. For any dispute regarding the interpretation and construction or the enforcement of this Purchase Order, the parties agree to be subject to the applicable laws of the United Mexican States and the jurisdiction of the competent courts in Mexico City, expressly waiving any other jurisdiction that may apply due to their present or future addresses.

**29. ENTIRE AGREEMENT.**

29.1. The Purchase Order including the Exhibits or attached documents inserted by reference represent the entire agreement between the Parties in relation to that subject matter and shall supersede any previous oral or written agreement or commitment written between the parties in relation to that issue. Any modification to the terms and provisions of the Purchase Order shall be signed by the Parties. Any other additional or different terms and conditions included in the Purchase Order shall be null and void.

29.2. These Purchase Terms and Conditions represent the agreement of the Supplier and BOSCH and both parties agree to fully comply with them for there is no vitiated consent to the execution hereof.