

BOSCH Terms and Conditions of Purchase –

1. Definitions

- 1.1 “Associated Company” means all companies which Robert Bosch GmbH owns and controls, directly or indirectly.
- 1.2 “Bosch” means the entity of the Robert Bosch GmbH group of companies which is concluding a Contract with Supplier.
- 1.3 “Contract” means the contract between Supplier and Bosch for the supply of Contract Products to Bosch, which comprises the Corporate Agreement (if any) together with all other contractual documents executed between the parties in connection therewith, including but not limited to Orders.
- 1.4 “Contract Products” means any products to be supplied by Supplier to Bosch pursuant to the Contract.
- 1.5 “Force Majeure” means any circumstances or event outside the reasonable control of a party, including but not limited to: protests, riots, civil unrest, acts of terrorism, war, embargoes, infectious diseases, epidemics or pandemics, strikes or other labour disputes, government measures or regulations, fire, flood, earthquake, explosion and other Acts of God or catastrophes.
- 1.6 “Order” means every individual order from Bosch to Supplier for the purchase, supply and/or delivery of Contract Products, and includes call-off plans.
- 1.7 “Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”) (sometimes, whether true or not) which has been disclosed by Bosch to Supplier under these Data Processing Terms – in some countries this information is called ‘Personal Information’ or ‘Personally Identifiable Information’.
- 1.8 “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.9 “Supplier” means the entity which is receiving an Order from Bosch and supplying the Contract Products.
- 1.10 “Terms” means these Terms and Conditions of Purchase – Direct Purchasing (Malaysia).
- 1.11 All capitalised terms not specifically defined herein shall have the same meanings as in the Corporate Agreement.

2. Conclusion of and Modifications to the Contract

- 2.1 The Contract, all Orders and Order releases, as well as any modifications or supplements thereto, must be placed and made in writing in order to be valid and binding. The written form requirement is also satisfied if communications are sent by fax, email or other forms of remote data transmission.
- 2.2 General business terms of Supplier which conflict with or deviate from these Terms are not (and shall not be deemed to be) accepted, even if referred to in Supplier’s quotations. Bosch’s acceptance of Contract Products from Supplier and/or payment for Contract Products to Supplier shall not constitute agreement by Bosch to Supplier’s general business terms, even if such acceptance or payment is made with Bosch’s knowledge of conflicting or supplementary terms of Supplier. Any other provisions deviating from these Terms shall only be valid and binding if both parties explicitly agree in writing that they shall prevail.
- 2.3 Oral communications or agreements of any kind must be confirmed by Bosch in writing in order to become valid and effective.

Direct Purchasing (Malaysia)

- 2.4 Cost estimates are binding on Supplier and will not be compensated by Bosch unless otherwise expressly agreed beforehand.
- 2.5 Bosch is entitled to cancel an Order if Supplier has not accepted that Order within two (2) calendar weeks of receipt thereof.
- 2.6 Order releases shall be deemed to be accepted by Supplier and become binding if Supplier does not object within two (2) working days of receipt thereof.
- 2.7 The Packaging Specifications and the Supplier Logistics Manual of Robert Bosch GmbH (which can be downloaded at www.bosch.com under the menu: *Company* → *Supply Chain* → *Information for Business Partners* or direct link at: <https://www.bosch.com/company/supply-chain/information-for-business-partners/>) shall also apply to the Contract and all Orders.

3. Delivery and Software

- 3.1 Agreed periods and dates for delivery in the Contract / Order are strictly binding and time shall be of the essence in this regard. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the Contract Products by Bosch. Unless delivery “free at factory gate” is agreed (DAP or DDP Incoterms 2010), Supplier shall make the Contract Products available in good time, taking into account the time for loading and shipment to be agreed with the forwarder.
- 3.2 If Supplier is responsible for set-up or installation of the Contract Products, Supplier shall bear all the necessary expenses and incidental costs thereof (including but not limited to: travel expenses; provision of tools; daily allowances; etc.).
- 3.3 Failure to meet the agreed delivery periods or dates shall constitute a material breach of the Contract / Order by Supplier and Bosch shall be entitled to the corresponding remedies. In particular (without limitation of the foregoing), if Supplier fails to meet the agreed delivery dates, or notifies Bosch of a prospective delay, Bosch shall be entitled to cancel the respective Order (or part thereof) without any liability to Supplier and to hold Supplier liable for all damages, losses, costs and expenses incurred by Bosch as a result, including but not limited to the costs of purchasing substitute Contract Products from a third party.
- 3.4 If Supplier anticipates any difficulties with respect to production, the supply of precursor material, compliance with delivery periods or other similar circumstances that could interfere with Supplier’s ability to deliver punctually or to deliver the agreed quality in accordance with the Contract / Order, Supplier must immediately notify Bosch’s ordering department, stating the particulars and reasons for the difficulty, the expected duration of the difficulty and the expected delivery date. However, such notification shall not of itself constitute a waiver, release or extension of time by Bosch.
- 3.5 Bosch’s acceptance of and/or payment for any delayed delivery shall not constitute a waiver of any claims to which Bosch is entitled due to that delayed delivery.
- 3.6 Partial deliveries are not permitted unless Bosch has expressly agreed to them in advance. In all other cases, partial deliveries shall be deemed completed only when all Contract Products under the respective Order are fully delivered, failing which it shall be considered a late delivery.
- 3.7 In addition to all other remedies available to Bosch under law or the Contract, if Supplier fails to meet the agreed delivery periods or dates, Supplier shall pay to Bosch liquidated dam-

BOSCH Terms and Conditions of Purchase –

Direct Purchasing (Malaysia)

- ages calculated at the rate of 0.1% of the price of the respective Order for each day of delay, commencing from the date of first default until the date the Contract Products are fully delivered to Bosch. Bosch may deduct such liquidated damages from any payments due to Supplier.
- 3.8 The values established by Bosch during the incoming inspection of Contract Products shall determine the quantities, weights and measurements delivered, unless different values are proved.
- 3.9 As part of delivery of the Contract Products, Supplier shall procure and provide Bosch with simple rights of use, unrestricted in terms of time and territory, to use any software within the scope of delivery. Bosch's permissible use shall encompass, in particular, duplication, loading and running the software. It shall also encompass sublicensing, renting and every other form of passing the software on to Bosch's Associated Companies.
- 3.10 In addition, Bosch shall have the right to use such software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the Contract Product in accordance with the Contract / Order. Bosch shall also have the right to make a reasonable number of backup copies.
- 3.11 The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH and the Additional Purchasing Terms and Conditions for Products regarding Open Source Software of Robert Bosch GmbH (which can be downloaded at www.bosch.com under the menu: *Company → Supply Chain → Information for Business Partners* or direct link at: <https://www.bosch.com/company/supply-chain/information-for-business-partners/>) shall both apply to all software in the Contract Products.
- 3.12 Unless otherwise expressly agreed in the Contract / Order, Bosch shall not be obliged to return to Supplier any packaging or packaging materials for the Contract Products.
- 4. Force Majeure**
In an event of Force Majeure, either party shall be obliged to promptly provide to the other party all reasonable information, and to temporarily adapt their obligations in good faith to the altered circumstances, in particular to possibly altered market conditions. Events of Force Majeure will discharge Bosch from its obligation to take punctual delivery of Contract Products for the duration of such Force Majeure event. During any such Force Majeure event and for a two (2) calendar week period thereafter, Bosch shall be entitled (without prejudice to its other rights) to withdraw from the Contract / Order (or part thereof), provided that a contractual adjustment is not possible, and provided that such Force Majeure event is not of an inconsiderable duration and Bosch's requirements are considerably reduced as the Contract Products have to be procured elsewhere as a result of the Force Majeure event.
- 5. Advice of Dispatch and Invoice**
The details in Bosch's Orders and Order releases shall apply. An invoice showing the invoice number and other allocation references shall be addressed to the invoice address specified in the Order or Order release and shall be sent in one (1) copy by Supplier to the applicable printed mailing address of Bosch; the invoice must not be enclosed with the shipments of Contract Products.

6. Pricing and Passing of Risk

- 6.1 Unless otherwise agreed in the Contract / Order, the prices are "Free Carrier (named place)" (FCA® Incoterms 2020) including packaging.
- 6.2 Taxes, such as Value Added Tax (VAT) or Goods and Services Tax (GST), are not included in the prices. Supplier shall add such taxes at the rate and in the manner prescribed by applicable law. Bosch shall have no other liability to Supplier with respect to any tax, duty, levy or similar imposition for which Supplier may be liable as a result of the supply of the Contract Products. If Bosch is required to withhold any taxes or charge pursuant to any applicable law or regulation, Bosch shall be entitled to withhold and deduct such tax or charge before payment to Supplier.
- 6.3 Supplier bears all risks of loss of or damage to the Contract Products until they are loaded onto the means of transport provided by Bosch or by Bosch's representative, or if agreed, until the goods are received at the agreed delivery location. All title and property in the Contract Products shall also pass to Bosch at such place and time.

7. Payment Terms

- 7.1 Unless otherwise agreed in the Contract / Order, Supplier's invoices shall be paid by Bosch within one hundred and twenty (120) calendar days without any deduction, counting from the date of receipt of both Supplier's invoice, this being a duly issued and verifiable invoice sent to the invoice address as instructed by Bosch, and the Contract Products. Payment is subject to invoice verification by Bosch.
- 7.2 Bosch shall be entitled to set-off without prior notification, against the price of the Contract Products or Supplier's invoices, any amounts due and owing by Supplier to Bosch.

8. Warranties

- 8.1 Supplier warrants that:
- the quantity, quality and specifications of Contract Products will be as set out in the Contract / Order;
 - the Contract Products will be fit for the purpose(s) held out by Supplier and/or made known to Supplier by Bosch when the Order was placed;
 - the Contract Products are free from faults and defects (in particular but not limited to defects in material and workmanship);
 - it has good and marketable title to the Contract Products and the Contract Products are free from any encumbrances whatsoever;
 - it has inspected and tested the Contract Products for compliance with the Contract / Order prior to delivery and shall, if requested, supply Bosch with certificates or origin and/or testing. Such certificates must state the Order number together with any item numbers;
 - it has complied and will continue to comply with applicable laws and regulations concerning the manufacture, packaging, sale and delivery of the Contract Products;
 - the Contract Products, their import and/or export, performance, use, sale or resale does not and will not infringe the intellectual or industrial property rights of any third party; and
 - any services procured will be performed by qualified and trained personnel with due care and diligence and shall be at least of generally accepted industry standards.
- 8.2 The above express warranties of Supplier shall be in addition to, and not in derogation of, any other terms or warranties (and

BOSCH Terms and Conditions of Purchase –

Direct Purchasing (Malaysia)

any corresponding rights or remedies of Bosch) implied by applicable law, in particular (but not limited to) those relating to title, description, quality and fitness.

9. Notification of Defects and other Discrepancies

- 9.1 An examination of the Contract Products is conducted by Bosch during the incoming inspection of Contract Products only to establish whether there is any obvious damage (in particular transport damage) and discrepancies in terms of the identity or quantity of the delivery, except as otherwise agreed with Supplier in a separate Quality Assurance Agreement.
- 9.2 Bosch will give notice to Supplier of any defects or other discrepancies found in the Contract Products without undue delay after their discovery. To this extent, Supplier hereby waives any objection to delayed notification of defects or other discrepancies.

10. Claims Based on Defects and other Discrepancies

- 10.1 If there is a defect in the Contract Products or if the Contract Products are otherwise not in accordance with the Contract / Order, Bosch shall have the right to select the manner of rectification. Supplier may only refuse the manner of rectification chosen by Bosch if that manner will incur disproportionate expenses for Supplier (which shall be for Supplier to prove).
- 10.2 Supplier shall, upon first demand, indemnify, defend, release and hold harmless Bosch (as well as its officers, shareholders, Associated Companies, sub-contractors and customers) from all liabilities, claims, proceedings, judgments, damages, losses, costs, interest and expenses asserted against or incurred by Bosch as a result of Supplier's supply of defective Contract Products or failure to supply the Contract Products otherwise in accordance with the Contract / Order in all respects. Such expenses include (but are not limited to): legal costs on a solicitor-and-client basis; amounts paid in investigation, defence, settlement or penalties; costs relating to transport or carriage; labour costs; assembly and disassembly costs; material costs; and costs of incoming product control exceeding the normal scope.
- 10.3 Supplier shall indemnify Bosch and hold Bosch harmless from any claims for the violation of third party rights by the Contract Products, unless the Supplier can prove not to be liable for the violation. Immediately upon request, the Supplier shall provide Bosch with all information and documents on his goods and services that are required for the defence against such third party claims. Further, the Supplier shall provide reasonable support in proving that the Contract Products are free from third-party rights, such as e.g. research on third party IP rights and shall, on request, make respective documents and analyses available.
- 10.4 Without limitation to the foregoing provisions and without prejudice to any other rights or remedies available to Bosch under applicable law and the Contract / Order, if there is a defect in the Contract Products or if the Contract Products are otherwise not in accordance with the Contract / Order, Bosch may in its sole discretion:
- require Supplier to repair or re-supply the Contract Products in accordance with the Contract / Order within seven (7) working days (or such other period as Bosch may direct) free of charge;
 - have the Contract Products repaired either itself or by a third party, with the expenses thereof to be borne by Supplier on an indemnity basis (especially where Sup-

plier does not commence repairing the defect immediately after request from Bosch, or in urgent cases or to prevent additional damage to Bosch); and/or

- cancel or terminate the Contract / Order (or part thereof) and require Supplier to reimburse the price paid by Bosch for the respective Contract Products and to bear the additional expenses of Bosch procuring substitute Contract Products from a third party, on an indemnity basis.
- 10.5 The limitation period for claims based on defects and other discrepancies shall be three (3) calendar years, except in the case of fraudulent misrepresentation, unless longer limitation periods are applicable in Bosch's favour under local applicable laws. The limitation period shall commence when the Contract Products are delivered (i.e. upon the passing of risk).
- 10.6 If Supplier performs its rectification obligation by re-supplying substitute Contract Products, then the limitation period shall start to run anew upon delivery thereof.
- 10.7 Supplier shall be accountable and liable to Bosch for any fault of its sub-suppliers in the same manner that Supplier is for its own faults.

11. Product Liability and Recall

- 11.1 In the event a product liability claim is asserted against Bosch, Supplier shall indemnify and hold harmless Bosch in the manner set out in Clause 10.2, to the extent that the product liability claim and/or resulting damage was caused by a defect in the Contract Products. Insofar as the cause of the damage falls within Supplier's area of responsibility, the burden of proof will be on Supplier to prove that it is not at fault.
- 11.2 Prior to any product recall action which is partially or wholly due to a defect in a Contract Product, Bosch will notify Supplier, give Supplier the opportunity to collaborate and discuss with Supplier the efficient conduct of the recall action, unless no notification of or collaboration by Supplier is possible due to particular urgency. The costs of the recall action shall be borne by Supplier in the manner set out in Clause 10.2, to the extent that the recall action is due to a defect in a Contract Product.
- 11.3 The provisions of this Clause 11 shall be in addition to, and not in derogation of, any other provisions and rights or remedies available to Bosch under applicable law and the Contract / Order.

12. Conducting Work

Supplier's representatives who carry out work on Bosch's (or its Associated Company's) factory premises in fulfilment of the Contract / Orders must observe the respective plant regulations. Bosch shall not be liable for any accidents suffered by these persons on our factory premises, except to the extent caused by wilful or gross negligence by Bosch's legal representatives or persons employed by Bosch in the performance of our obligations.

13. Provision of Materials

Any materials, parts, containers and/or special packaging provided by Bosch to Supplier, whether against payment or free of charge, shall remain Bosch's property ("Provisions"). These Provisions may only be used as designated by Bosch. The Provisions are processed and assembled for Bosch. Supplier agrees that Bosch is the co-owner of all Contract Products manufactured with Bosch's Provisions, in proportion to the value of the Provisions in relation to the value of the whole Contract Product. Such Contract Products shall be kept safe for Bosch by Supplier to this extent. Bosch reserves the right

BOSCH Terms and Conditions of Purchase –

Direct Purchasing (Malaysia)

to joint ownership of the Contract Products manufactured using Bosch's Provisions pending settlement in full of the claims accruing through the Provisions. Supplier has the right to on-sell the Contract Products manufactured using our Provisions in the normal course of business, subject to reservation of title. Supplier hereby assigns to Bosch in full all of the claims and ancillary rights accruing to Supplier from such sales. The assigned claims serve as security for the claims accruing to Bosch through the Provisions. Supplier has the right to collect the assigned claims, which shall be deemed to be on Bosch's behalf or in trust for Bosch. Bosch may revoke Supplier's rights under this Clause 13 without prior notice if Supplier fails to duly perform its obligations to Bosch, is in default of payment, stops making its payments, or if Supplier applies for the opening of insolvency proceedings or similar debt-settlement proceedings with respect to its assets. Bosch may also revoke Supplier's rights under this Clause 13 if the financial circumstances of Supplier should deteriorate fundamentally or threaten to do so or if Supplier meets the criteria for insolvency or over-indebtedness. If the value of the security existing for Bosch should exceed the value of Bosch's claims by more than ten percent (10%) on aggregate, Bosch shall release security at our discretion to this extent on request by Supplier.

14. Documentation and Confidentiality

14.1 All proprietary, commercial and/or technical information accessed or received by Supplier from Bosch (or Bosch's Associated Companies) in connection with the Contract and Orders (including but not limited to characteristics which can be deduced from objects, documents or software provided and any other knowledge or experience), regardless of its form and manner of disclosure ("Confidential Information"), shall be kept strictly secret and confidential with respect to third parties insofar and for as long as such Confidential Information is not proven to be public knowledge. The Confidential Information may only be made available by Supplier to those of Supplier's employees who have a need to know the Confidential Information for the purposes of the supply to Bosch under the Contract / Orders and who are also committed to corresponding obligations of secrecy. Without Bosch's prior express written consent, the Confidential Information may not be duplicated or commercially used or used for purposes other than in connection with the Contract / Orders. At Bosch's request, all Confidential Information (including copies or duplicates, if any) as well as loaned items (if any) must either be returned to Bosch immediately in full or completely destroyed. Supplier shall not in any circumstances disassemble, decompile or translate software received into any other kind of code or open, disassemble or reverse engineer samples received. Bosch retains and reserves the exclusive ownership, title and rights to the Confidential Information (including but not limited to copyright and the right to file applications for industrial property rights such as patents, utility models, semiconductor protection, etc.). No title, licence, copyright or any other rights are granted (expressly or impliedly) by the disclosure of Confidential Information to Supplier. Likewise, Bosch makes no representation or warranty (expressly or impliedly) regarding the completeness, faultlessness, merchantability, fitness for any purpose, or freedom of third parties' rights of Confidential Information disclosed to Supplier, and assumes no liability in this regard. In the event such Confidential Information is provided to Bosch by third parties, the reservation of rights herein also applies for the benefit of such third parties.

14.2 Contract Products manufactured on the basis of documentation drafted by Bosch (such as drawings, models and the like), or based on Bosch's Confidential Information, or manufactured with Bosch's tools or with tools modelled upon Bosch's tools, may neither be used by Supplier itself nor offered or supplied to third parties. This also applies analogously to Bosch's print orders.

14.3 In the event that Supplier breaches its obligations under this Clause 14, Supplier shall indemnify and hold harmless Bosch in the manner set out in Clause 10.2.

15. Export Control and Customs

15.1 The Supplier shall inform Bosch in its business documents, or by other means of communication as specified by Bosch (e.g. platforms), about any applicable requirements or restrictions for the (re-)export of the items (goods, software and technology) under applicable export control and customs regulations, as well as under the export control and customs regulations of the country of origin of the items.

The Supplier shall send the following information on items subject to (re-)export licence requirements or restrictions to ExportControl.CTX2@bosch.com in good time prior to the first delivery:

- 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 items under commercial policy (non-preferential origin)
- HS Code of the items,
- Supplier shall inform Bosch without delay in case of any changes of export license requirements export list numbers (including ECCN) for his items due to amendments of technical parameters, amendments of export control or customs laws or official directives.
- Supplier shall provide the ECCN (including EAR99) to Bosch for all items subject to U.S. export controls.

15.2 The Supplier is obliged to implement measures as appropriate for its business model to secure the supply chain as defined by the WCO SAFE Framework of Standards, and in particular, to support Bosch in taking necessary measures to achieve and keep the authorization as Authorized Economic Operator (AEO). The Supplier is obliged to provide appropriate evidence, e.g. authorizations or declarations such as security declarations, declarations within the scope of C-TPAT or similar programs. Bosch, or a third party instructed by Bosch, shall be entitled to examine the Supplier's evidence as set forth under this clause at the Supplier's premises.

15.3 The Supplier is obliged to inform Bosch about the Goods' non-preferential origin and shall indicate the same on the invoice. Upon Bosch's request, the Supplier shall issue a certificate of origin. The Supplier ensures to provide details about the required preferential origin and to enclose the required proof of origin with all deliveries from any member state of a free trade agreement/preferential agreement. For deliveries within the European Union (EU), the Supplier shall issue a long-term supplier declaration in accordance with the relevant EU implementing regulation within a period of 21 days following Bosch's request. For initial deliveries, the Supplier shall provide the information about the non-preferential and preferential origin in writing at the latest at the time

BOSCH Terms and Conditions of Purchase –

Direct Purchasing (Malaysia)

- of the first delivery. It shall notify Bosch about subsequent changes immediately in writing.
- 15.4 For deliveries across customs borders, the Supplier is obliged to include all required documents with the delivery, such as commercial invoice, delivery note and all information necessary for a complete and correct import customs declaration. The following should be noted for the issuance of invoices:
- Costs not included in the goods price (e.g. costs for research and development, license fees, tooling costs, Provisions of the buyer relating to the shipment) shall be listed separately and in addition to the goods price.
 - In case of free of charge deliveries, the Supplier is obliged to indicate a value on the pro forma invoice that reflects the Goods' fair market price and add the statement "For Customs Purpose Only".
- 15.5 The Supplier shall support Bosch by all available means to reduce or minimize Bosch's payment obligations regarding customs duties or costs for customs clearance.
- 15.6 Unless otherwise agreed in the delivery or quotation documents, any transfer of software, software know-how, technology or other data (e.g. cartographical data) across customs borders shall take place by electronic means only (e.g. email or per download). This clause shall not apply to "embedded software" (software that is physically integrated in hardware).
- 15.7 Notwithstanding any other rights and without any liability to the supplier, Bosch is entitled to withdraw from the affected contract or to terminate it without notice in case the Supplier repeatedly fails to fulfil its obligations under Clauses 15.1 – 15.6.
- 15.8 In the event that Supplier breaches its obligations under this Clause 15, Supplier shall indemnify and hold harmless Bosch in the manner set out in Clause 10.2.
- 16. Compliance**
- 16.1 Supplier shall comply with all applicable laws, regulations and international conventions and shall furnish to Bosch, upon request, documentation of Supplier's compliance.
- 16.2 In particular (without limitation to the foregoing):
- (a) Supplier undertakes that it (and its officers, employees, shareholders, representatives or other persons acting for it) will not, directly or indirectly, either in private business dealings or in dealings with the public sector, accept, offer, give or agree to accept, to offer or to give (either itself or in agreement with others) any payment, gift or other advantage which would violate (i) any applicable anti-corruption and anti-bribery laws, (ii) the US Foreign Corrupt Practices Act, (iii) the UK Bribery Act 2010, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper. Supplier also undertakes not to seek, directly or indirectly, improperly or corruptly to influence or attempt to influence a public official or a third party to act to the advantage of either of the parties or any other third party, or otherwise to perform their duties improperly;
 - (b) Supplier undertakes not to make any agreements with other companies or to agree on concerted practices with other companies aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations;
 - (c) Supplier guarantees that it will comply with applicable laws governing the general minimum wage and will commit its sub-suppliers to the same extent;
- (d) 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 Supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, Supplier shall comply with the Bosch Policy for Conflict Raw Materials and consider it in its supply management (see under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>); and
 - (e) Supplier confirms that it acknowledges and agrees to the content of the Bosch "Code of Conduct for Business Partners" ("CoC"), and that the CoC forms part of the terms of the Contract. A copy of the CoC is available at <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>. Supplier shall at all times comply, and shall procure its employees, agents, representatives and all third parties engaged by the Supplier (where applicable) to comply with the contents of the CoC.
 - (f) Supplier shall comply with the principles of the UN Global Compact Initiative (www.unglobalcompact.org) relating broadly to the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination when personnel is engaged and employed and the responsibility for the environment.
- 16.3 Supplier shall commit its sub-suppliers to also comply with the provisions of this Clause 16.
- 16.4 Supplier shall respond to inquiries on compliance, social responsibility and sustainability in the supply chain within reasonable time and in line with stipulated formalities. In the event of a suspected violation of its obligations under this Clause 16, Supplier must investigate any possible violations without undue delay and inform Bosch of the investigation measures taken. If the suspicion proves to be justified, Supplier must inform Bosch within a reasonable period of time of the measures that Supplier has taken internally within its organization in order to prevent violations in future. If Supplier fails to comply with these obligations within a reasonable period of time, Bosch reserves the right to withdraw from or terminate the Contract / Orders without prior notice and with immediate effect, without any liability to Supplier.
- 16.5 In the event that Supplier breaches its obligations under this Clause 16, Supplier shall indemnify and hold harmless Bosch in the manner set out in Clause 10.2.
- 17. Personal Data Protection / Privacy**
- 17.1 When a Supplier supplies Contract Products and such Contract Products will in any way consist of or include the Supplier Processing Personal Data on behalf of Bosch the following terms (these "Data Processing Terms") will apply in addition to such Terms.
- 17.2 Supplier shall process the Personal Data only in accordance with Bosch's written instructions. In particular, Supplier warrants that Supplier (a) will not use the Personal Data for any purpose other than supplying the Contract Products and (b)

BOSCH Terms and Conditions of Purchase –

Direct Purchasing (Malaysia)

- will not disclose it to any third party, except as expressly required by the terms of these Data Processing Terms or as otherwise agreed with Bosch in writing on a case-by-case basis.
- 17.3 Supplier shall only authorise Authorised Persons who have a “need to know” to Process any Personal Data. Accordingly, Supplier shall allow access to the Personal Data to Supplier’s employees, contractors and other relevant individuals (collectively, “Personnel”) only on such a basis and will use appropriate access controls to ensure this requirement is satisfied.
- 17.4 Supplier agrees that Supplier shall ensure (a) the reliability of all of Supplier’s Personnel that may be Authorised Persons and may therefore have access to Personal Data and (b) that they are adequately trained in good data management practices, in the principles of privacy / data protection generally and in Supplier’s specific policies and practices for compliance with relevant data protection law.
- 17.5 Supplier agrees that (a) Supplier shall protect the Personal Data and that Supplier has implemented and will continue to maintain reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks and (b) without limiting the generality of paragraph (a), Supplier has taken and will continue to maintain at least all of the security requirements set out in the ‘Is Personal Data Safe With Your Organisation’ publication issued by the Personal Data Protection Commission of Singapore (<https://www.pdpc.gov.sg/-/media/Files/PDPC/PDF-Files/Resource-for-Organisation/is-personal-data-safe-with-your-organisation-v1-0.pdf>), except for any matters that Bosch agrees with Supplier in writing are clearly inapplicable. Supplier also agrees that (c) Supplier shall take all best practice security measures for the protection of the Personal Data, (d) Supplier shall notify Bosch promptly as soon as Supplier becomes aware of any breach or potential breach of security relating to Personal Data or any unauthorised collection, use or disclosure of Personal Data, including providing Bosch with full details of the occurrence and (e) Supplier shall investigate, and assist Bosch in investigating, any occurrence referred to in paragraph (d) and Supplier shall use its best endeavours to prevent any further such occurrence.
- 17.6 Supplier acknowledges that it respects, and shall comply with, the following conditions for engaging another Processor (as Supplier’s sub-processor (a “Sub-Processor”). Supplier warrants that (a) Supplier shall not engage a Sub-Processor, except with Bosch’s specific written consent and (b) if Bosch provides such consent: (i) Supplier shall impose the same data protection obligations on them as are contained in these Data Processing Terms so that they provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements in these Data Processing Terms and (ii) Supplier acknowledges that if the Sub-Processor fails to fulfil its data protection obligations Supplier shall remain fully liable to Bosch for the performance of the Sub-Processor’s obligations.
- 17.7 Supplier agrees that it shall, taking into account the nature of the Processing that is relevant to the supply of the Contract Products to Bosch, assist Bosch by appropriate technical and organisational measures, insofar as this is possible (a) for the fulfilment of any obligations Bosch may have as a data intermediary / data processor under applicable privacy / data protection legislation to respond to requests for exercising the Data Subjects’ rights laid down in such privacy / data protection legislation and/or, as the case may be, (b) for fulfilment of Bosch’s obligations as a controller under such privacy / data protection legislation.
- 17.8 Supplier agrees that it shall, taking into account the nature of the Processing that is relevant to Supplier’s supply of the Contract Products to Bosch and the information available to Supplier, assist Bosch in ensuring compliance with Bosch’s obligations for (a) the security of Processing the Personal Data, (b) notification of a Personal Data breach to the relevant supervisory authority, (c) communication of a Personal Data breach to the Data Subjects and (d) carrying out a data protection impact assessment and any prior consultation with a relevant supervisory authority prior to Bosch carrying out any data protection impact assessment.
- 17.9 Supplier agrees that (a) Supplier shall delete or return to Bosch all the Personal Data after the end of the provision of the Processing that is relevant to the Contract Products supplied to Bosch by the Supplier and delete existing copies (unless applicable law requires Supplier to store the Personal Data) and, as required by applicable data protection law, Supplier shall cease to retain all documents containing Personal Data as soon as it is no longer necessary to retain them for the purpose of Supplier performing its obligations in relation to the Contract Products being supplied to Bosch by the Supplier.
- 17.10 Supplier shall upon Bosch’s request (a) provide to Bosch information necessary to demonstrate compliance with the obligations laid down by applicable privacy / data protection law and/or requirements and expectations of a relevant supervisory authority and (b) allow for, and contribute to, audits, including inspections, conducted by Bosch or another auditor mandated by Bosch.
- 17.11 Supplier agrees to indemnify Bosch against all losses, costs, expenses, damages, payments, claims or other amounts resulting from a failure by Supplier to comply with its obligations under applicable privacy / data protection legislation and/or these Data Processing Terms where the losses, costs, expenses, damages, payments, claims or other amounts arise as a consequence of, or result from, an actual or claimed contravention of such privacy / data protection legislation by Bosch or, where Bosch is a data intermediary / data processor, by the relevant controller as a consequence of any action or inaction by Supplier.
- 17.12 Supplier shall notify Bosch immediately of all communications received by Supplier from a relevant supervisory authority or from any individual or other entity: querying or complaining about Supplier or Bosch in connection with Personal Data and/or about any alleged action or inaction by Supplier and/or Bosch which suggests non-compliance with applicable privacy / data protection legislation, and warrants that Supplier will not do anything or enter into any communications about any such matter unless Bosch expressly authorises Supplier to do so. Supplier shall promptly inform Bosch of any failure, or suspected failure, by Supplier to comply with any applicable privacy / data protection legislation in connection with the Personal Data or to comply with Supplier’s obligations in these Data Processing Terms.
- 17.13 Supplier shall provide Bosch with such information and access to Supplier’s premises, records and systems in which the Personal Data is stored for the purposes of supplying the Contract Products to Bosch as Bosch may reasonably require to satisfy ourselves that Supplier is in compliance with

BOSCH Terms and Conditions of Purchase –

Direct Purchasing (Malaysia)

its obligations under the applicable privacy / data protection legislation and these Data Processing Terms.

- 17.14 In the event that Supplier breaches its obligations under this Clause 17, Supplier shall indemnify and hold harmless Bosch in the manner set out in Clause 10.2.

18. Place of Performance

The place of performance is deemed to be the agreed place to which the Contract Products are to be delivered.

19. Termination

- 19.1 In addition and without prejudice to any rights of withdrawal provided by statute or other applicable laws, Bosch may terminate any Order (in whole or in part, in its sole discretion) by notice in writing with immediate effect and without any resulting liability to Supplier if:

- (a) Supplier is in breach of any of its contractual obligations and either the breach is incapable of rectification or, in the case of a breach capable of remedy, Supplier fails to rectify the breach within 1 (one) calendar month from a written request/notification issued by Bosch;
- (b) Supplier is persistently in breach of its contractual obligations, regardless of whether or not such breach is capable of remedy;
- (c) Bosch has concrete reasons to believe that it is highly probable that Supplier will be unable to perform, in the manner owed and in good time, its contractual obligations which Bosch is reliant on receiving performance of in a manner which is free of defects, complete and punctual;
- (d) Supplier ceases (or threatens to cease) carrying on its business in respect of the Contract Products and/or supplying its customers;
- (e) Supplier suspends its payments or is unable to meet its debts as and when they fall due;
- (f) Supplier either meets the criteria for or is the subject of insolvency, winding-up, liquidation, receivership, judicial management, scheme of arrangement, any other debt-settlement mechanism or any other similar proceedings (whether voluntary or involuntary);
- (g) Supplier violates any applicable laws or regulations and fails to evidence that the violation has been cured as far as possible and that appropriate precautions have been taken to avoid such violations in future;
- (h) there is a change (directly or indirectly) in Supplier's shareholding, ownership or control that affects Bosch's legal and/or commercial interests, or if a third party acquires the majority of Supplier's assets; or
- (i) such termination by Bosch is necessary in order for Bosch to comply with any applicable import/export control, customs and/or foreign trade laws and regulations.

- 19.2 If Bosch exercises its right of termination and the circumstances for such termination are due to the breach or other fault or event within the control or responsibility of Supplier, then Supplier shall compensate and indemnify Bosch for any damages, losses, costs and/or expenses incurred by Bosch in connection with such termination.

20. Miscellaneous

- 20.1 Supplier may not sub-contract its obligations under the Contract without Bosch's prior written consent.
- 20.2 Bosch is entitled to amend and update these Terms from time to time without prior notice to Supplier, for the purposes of future Orders.

- 20.3 Any right, power or remedy given to a party under these Terms (including the right to terminate) shall not exclude, prejudice or diminish any other right, power or remedy available to that party (whether under contract, law, equity or otherwise).

- 20.4 If any provision of these Terms (or part thereof) is determined by a tribunal of competent jurisdiction to be illegal, invalid or unenforceable, that provision (or part thereof) shall be read down so as to give it as much effect as possible. If such reading down is not possible, then that provision (or part thereof) shall be severed from these Terms. If necessary, the tribunal or the parties shall subsequently agree upon a valid provision (or part thereof) approximating most closely the commercial intention/purpose of the ineffective provision. This shall apply analogously to any gaps. Such reading down or severance shall not affect the legality, validity or enforceability of the remainder of such provision or any other provision of these Terms, which shall remain in full force and effect.

- 20.5 The fact that one party was responsible for the preparation of these Terms shall not be used to apply any rule of interpretation or construction to the disadvantage of that party.

- 20.6 All headings in these Terms are for ease of reference only and shall not affect or limit the interpretation of any provision hereof.

- 20.7 These Terms shall be governed by and construed in accordance with the laws of Malaysia, excluding its conflict of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- 20.8 The parties irrevocably and unconditionally submit and agree to the exclusive jurisdiction of the competent courts in Malaysia for the resolution of all disputes arising out of or in connection with these Terms or an Order (including but not limited to questions of existence, validity or termination).

- 20.9 Insofar as Supplier is incorporated or domiciled or registered, or has assets in, a jurisdiction outside Malaysia, Supplier hereby irrevocably and unconditionally agrees that Bosch shall be entitled to register and enforce any judgment of the Malaysian courts obtained hereunder against Supplier in such other jurisdiction.

- 20.10 Excluding Bosch's Associated Companies, any person who is not a party to these Terms shall not have any right to enforce them.