

**ROBERT BOSCH Malaysia****Terms and Conditions of Purchase****1. Definitions**

- 1.1 “Associated Company” means all companies which own or control a party or which party owns or controls or which is under common ownership or control in a group with a party, directly or indirectly, by at least 50% of the voting stock or capital.
- 1.2 The “Order” is an offer of Bosch to purchase Goods and/or Services from the Supplier according to these Terms.
- 1.3 “Goods” means goods described in the Order and which may (without limitation) comprise, include or relate to Software.
- 1.4 “Services”, including work and/or other services, means services described in the Order and which may (without limitation) comprise, include or relate to Software.
- 1.5 “Product” means Goods and Services.
- 1.6 “Contract” means any contract/ agreement entered into between the Supplier or Supplier Associated Company and Bosch or Bosch Associated Companies for the supply of the Products.
- 1.7 “Bosch” means the Bosch entity referred to on the face of the Order (also referred to as “we”, “us” or “our” herein).
- 1.8 “Supplier” means the person, firm or company referred to on the face of the Order.
- 1.9 “Party” means Supplier or Bosch both collectively referred to as “Parties”.
- 1.10 “Terms” means these Terms and Conditions of Purchase which may form a part of the Order and the Contract.
- 1.11 “Authorised Persons” means Supplier’s employees and contractors (if any) and any other relevant individuals where such employees, contractors and other individuals have committed themselves to binding confidentiality obligations in Supplier’s favour.
- 1.12 “Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data – this person may be called the ‘organisation’, the ‘data user’, the ‘personal information controller’ or another similar name.
- 1.13 “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 us to Supplier under these Data Processing Terms – in some countries this information is called ‘Personal Information’ or ‘Personally Identifiable Information’.
- 1.14 “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.

**2. Application**

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

**3. Conclusion of and Modifications**

- 3.1 Orders, these Terms, Contracts and order releases as well as modifications and supplements thereto must be placed and made in writing.
- 3.2 Oral agreements of any kind – including subsequent modifications and supplements to our Terms must be confirmed by us in writing to become effective.
- 3.3 The written form requirement is also deemed complied with if communications are sent by remote data transmission or

facsimile transmission or E-mail.

- 3.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed.
  - 3.5 We are entitled to cancel the Order if Supplier does not accept the Order within a reasonable time, not exceeding two weeks of receipt thereof.
  - 3.6 Unless otherwise stated in the Order document, Order releases within the framework of Order and order release planning become binding if Supplier does not object within two working days of receipt thereof.
  - 3.7 The Packaging Specifications and the Logistics Manual shall apply (can be viewed under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#logistics-regulations-and-standards> “Logistics Supplier Manual”).
  - 3.8 For works and services, the supplementary Terms and Conditions of Purchase for Work and Services of Robert Bosch GmbH shall apply (can be viewed under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> “Global Supplementary Terms & Conditions”).
- 4. Delivery**
- 4.1 Deliveries deviating from our Contract and Orders are only admissible upon our prior written approval.
  - 4.2 Agreed periods and dates are binding. Time shall be of the essence. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the Products by Bosch. Unless delivery “free at factory gate” is agreed (DAP or DDP Incoterms 2020), Supplier shall make the Goods available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.
  - 4.3 If Supplier is responsible for set-up or installation and unless otherwise agreed, Supplier shall bear all the necessary incidental costs such as travel expenses, provision of tools and daily allowances.
  - 4.4 Failure to meet the delivery date set out in the Order shall constitute a breach of these Terms and the Contract. If Supplier anticipates difficulties with respect to production, supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with Supplier’s ability to deliver punctually or to deliver the agreed quality, Supplier must immediately notify us, stating the reasons and either the expected early delivery date or the duration of the delay, regardless of whether the whole or a part of the Product is concerned. The foregoing shall not affect the occurrence of a default in delivery.
  - 4.5 The unconditional acceptance of a delayed Product does not constitute a waiver of claims to which we are entitled due to the default; this applies pending full payment of the amounts owed by us for the delivery or service in question.
  - 4.6 Partial deliveries are inadmissible in principle unless we expressly agreed to them. Partial deliveries shall be deemed late deliveries and be considered completed only when all Products are delivered.
  - 4.7 Notwithstanding any remedies available to us in law or under these Terms or the Contract, if Supplier fails to deliver Products in accordance with the Order, in case of default, Supplier shall pay to Bosch liquidated damages calculated at the rate of 0.1 percent of the price of the respective Order for each day of delay starting from the date of default until the date the Products are completely performed by the Supplier. We may, but shall not be bound to, deduct such liquidated damages, whether in whole or in part, from any Supplier’s claim.
  - 4.8 Notwithstanding the above, if Supplier fails to deliver in accordance with the Order, or if Supplier notifies us of a prospective failure to deliver by the delivery date, we reserve the right to cancel the Order or any part of it without charge or liability and reserve all rights in damages and otherwise arising claims including but not limited to the right to purchase substitute Products elsewhere and to hold Supplier liable for any loss, expense or additional cost incurred thereby.
  - 4.9 The values established by our incoming Goods inspection shall determine the quantities, weights and measurements

- subject to the reservation of different values being proved.
- 4.10 Unless agreed otherwise in writing, we shall not be obliged to return to Supplier any packaging or packing materials for the Products.
- 4.11 Unless otherwise stipulated in the Global Supplementary Terms and Conditions of Purchase for Software we shall together with delivery receive simple rights of use, unrestricted in terms of time and territory, to use software belonging to the scope of delivery. Our permissible use encompasses, in particular, duplication, loading and running the software. It shall also encompass sublicensing, renting and every other form of passing the software on to Bosch's Associated Companies.
- 4.12 We also have the right to use provided software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the Product in accordance with the agreement. We also have the right to make a reasonable number of backup copies.
- 4.13 The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH, as well as the supplementary Terms and Conditions for Products related to Open Source Software apply to software (both can be viewed under <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> "Global Supplementary Terms & Conditions").
- 5. Force Majeure**
- 5.1 Neither Supplier nor Bosch shall be responsible for a delay or for non-performance as a result of any cause beyond their reasonable control, including acts of terrorism, acts of war, fire, flood, explosion and other Acts of God, infectious diseases, epidemics or government measures, labor disputes, operational disturbances without fault, unrest, and other unavoidable events ("Force Majeure").
- 5.2 Force majeure, operational disruptions through no fault of our own, unrest, official measures and other unavoidable events such as pandemics shall release us for the duration of the event from our obligation to accept ordered goods or services in good time. Both Parties are obliged to provide each other with the necessary and reasonable information without undue delay and to temporarily adapt their obligations to the changed circumstances, in particular to the possible changed market requirements, in good faith.
- 5.3 During such events as well as within two weeks after their end, we shall be entitled - without prejudice to our other rights - to withdraw from the contract in whole or in part in the event that an adjustment is not suitable, provided that these events are not of insignificant duration.
- 6. Advice of Dispatch and Invoice**
- The details in our Orders and order releases shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments. If the goods and services are delivered by hand, hand delivery of the invoice at the point of delivery is admissible.
- 7. Pricing and Passing of Risk**
- 7.1 Unless otherwise agreed, the prices are "Delivered at Place" (DAP Inco-terms 2020) including packaging. Supplier bears all risks of loss or of damage to the Products until the Products are received by us or by our representative at the location to which the Products are to be delivered in accordance with the Order or the Contract.
- 7.2 Taxes are not included. In particular, prices do not include applicable goods and service tax ("GST") which shall be added by the Supplier at the rate and in the manner from time to time prescribed by law. We shall only be responsible for GST provided Supplier has submitted appropriate information or documentation to allow us to recover such GST. We shall have no other or further liability to the Supplier with respect to any tax, duty, levy or like imposition for which Supplier may be liable as a result of the supply of the Products. If we are required to withhold any taxes or charge pursuant to any applicable law or regulation, we shall

be entitled to withhold and deduct such tax or charge before payment to the Supplier.

## **8. Payment Terms**

- 8.1 Unless otherwise agreed, the invoice shall be paid within 60 days without any deduction, with effect from the due date of both a correct and verifiable invoice and receipt of the Goods or performance of the Services. Payment is subject to invoice verification. It being clarified that payment does not mean acceptance of the Products and Bosch shall have right to reject and claim damages if Products do not meet the specified requirement of Bosch.
- 8.2 We shall be entitled to set off against the price any other sums owed to us by the Supplier.

## **9. Personal Data Protection / Privacy**

- 9.1 When a Supplier provides Services and such Services 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.
- 9.2 Supplier shall process the Personal Data only in accordance with our written instructions. In particular, Supplier warrants that Supplier (a) will not use the Personal Data for any purpose other than providing the Services and (b) 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 us in writing on a case-by-case basis.
- 9.3 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.
- 9.4 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.
- 9.5 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 any matters that we agree 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 us 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 us with full details of the occurrence and (e) Supplier shall investigate, and assist us in investigating, any occurrence referred to in paragraph (d) and Supplier shall use its best endeavours to prevent any further such occurrence.
- 9.6 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 our specific written consent and (b) if we provide 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 us for the performance of the Sub-Processor's obligations.

- 9.7 Supplier agrees that it shall, taking into account the nature of the Processing that is relevant to the provision of the Services to us, assist us by appropriate technical and organisational measures, insofar as this is possible (a) for the fulfilment of any obligations we 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 our obligations as a controller under such privacy / data protection legislation.
- 9.8 Supplier agrees that it shall, taking into account the nature of the Processing that is relevant to Supplier's provision of the Services to us and the information available to Supplier, assist us in ensuring compliance with our 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 us carrying out any data protection impact assessment.
- 9.9 Supplier agrees that (a) Supplier shall delete or return to us all the Personal Data after the end of the provision of the Processing that is relevant to the Services provided to us by the Vendor 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 Services being provided to us by the Supplier.
- 9.10 Supplier shall upon our request (a) provide to us 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 us or another auditor mandated by us.
- 9.11 Supplier agrees to indemnify us 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 us or, where we are a data intermediary / data processor, by the relevant controller as a consequence of any action or inaction by Supplier.
- 9.12 Supplier shall notify us 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 us in connection with Personal Data and/or about any alleged action or inaction by Supplier and/or us 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 we expressly authorise Supplier to do so. Supplier shall promptly inform us 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.
- 9.13 Supplier shall provide us with such information and access to Supplier's premises, records and systems in which the Personal Data is stored for the purposes of provided the Services to us as we may reasonably require to satisfy

ourselves that Supplier is in compliance with its obligations under the applicable privacy / data protection legislation and these Data Processing Terms.

## 10. Warranties

10.1 Supplier warrants that:

- 10.1.1 quantity, quality and specifications of Products will be as set out in the Order or in the Contract;
- 10.1.2 to have inspected and tested the Goods for compliance with the Order or the Contract prior delivery and shall, if requested, supply us with certificates of origin and/or testing. Such certificates must state the Order number together with any item numbers;
- 10.1.3 to comply with applicable laws and regulations concerning the manufacture, packaging, sale and delivery of Goods and performance of Services;
- 10.1.4 Products will be fit for the purpose held out by the Supplier or made known to the Supplier when the Order is placed;
- 10.1.5 Goods, their import and/or export, use or resale as well as Services, their performance or acceptance thereof will not infringe the IPR of any third party; and
- 10.1.6 Services will be performed by qualified and trained personnel with due care and diligence and shall be at least of generally accepted industry standards.
- 10.2 In case of a breach of any of the warranties in this clause, we shall be entitled to terminate the Order and the Contract and claim damages, loss, costs and expenses from Supplier, including transport, carriage, labor costs, assembly and disassembly costs, costs of material or costs of incoming Goods control exceeding the normal scope of the control.
- 10.3 Unless agreed otherwise in writing, the warranty period will expire 3 years from the date of delivery of the Goods to Bosch or the acceptance of the Services by Bosch.

## 11. Indemnity and Recall

- 11.1 Acceptance is effected subject to the reservation of an examination for faultlessness, including accuracy and completeness, insofar and as soon as this is pertinent in the ordinary course of business. We will notify any defects within a reasonable period (not less than 14 days) after their discovery. To this extent Supplier waives the objection to delayed notification of defects.
- 11.2 Without limiting other remedies, if any Products are not delivered in accordance with our Order, we shall be entitled:
- 11.2.1 to require Supplier to repair and/or re-supply the Products in accordance with the Order within 7 days free of charge; and/or
- 11.2.2 at our sole option and notwithstanding it has previously required Supplier to repair/re-supply the Products, to cancel the Order or the Contract and require the reimbursement of the price and costs incurred as well as additional costs for purchasing the Products from any third party.
- 11.3 Supplier shall, upon first demand, fully indemnify us and our assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis):
- 11.3.1 sustained by us and our assigns, subcontractors and customers or for which we and our assigns, subcontractor and customers may be liable as a result of Supplier's breach of or failure to perform its obligations under these Terms and Condition, Order and Contract; and
- 11.4 resulting from death, injury, loss or damage to persons or property caused or contributed by the negligence, act, default or omission of the Supplier, its employees, sub-sellers (if permitted) or agents.
- 11.5 Supplier accepts liability for all other claims, liabilities, actions, demands, loss, damage, costs and expenses (including, without limitation, legal costs on an indemnity basis) incurred by us and our assigns, subcontractors and customers and which is attributable to negligence, act, default or omission on the part of the Supplier, its employees, subcontractors or agents or resulting from or in connection with the furnishing of the Products by the



Supplier or otherwise arises or results from breach of these Terms and the Contract.

- 11.6 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. In the cases of this 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.
  - 11.7 Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the Supplier, we shall 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 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.
  - 11.8 Supplier acknowledges and agrees that Bosch or Bosch Associated Companies, or a third party contracted by Bosch is entitled to withdraw and remove at any time from the Supplier's premises or Supplier's warehouse the Goods belonging to Bosch or its Associated Companies.
12. **Intellectual Property Rights ("IPR")**
    - 12.1 Supplier warrants that the Products do not violate or infringe any patents, copyright, trademarks, trade secrets, service marks, registered designs, design rights or other intangible property rights of third parties.
    - 12.2 Supplier shall fully indemnify us and our assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including without limitation, legal costs on an indemnity basis) in respect of any alleged or actual infringement by any of the Products of any IPR including but not limited to patents, copyright, trademarks, service marks, registered design, design rights or other third party rights and Supplier shall at its own costs and expenses defend or settle all such claims or actions or proceedings brought or threatened to be brought against us.
    - 12.3 Without prejudice to any of the foregoing, if any of the Products is held or claimed to be infringing third party IPR, Supplier shall at its own cost and expense use its best efforts to procure the right for us to continue using or receiving the infringing Product. If Supplier is unable to do so, then Supplier undertakes at its own costs and expenses to:
      - 11.3.1 replace, modify or remedy the infringing Product, expeditiously so that it is no longer infringing; or
      - 11.3.2 refund in full all payments made by Bosch for the infringing Product and reimburse us upon demand for all additional loss, costs and expenses incurred in purchasing any substitute Products if Supplier is unable to replace, modify or remedy the infringing Product.
    - 12.4 We shall own all IPR arising from modifications and customizations of the Products made by the Supplier for us, or by ourselves. We reserve all our rights in drawings and in goods produced according to our instructions as well as in any processes developed by us.
    - 12.5 All intellectual property in the works carried out under these Terms/ Contract is hereby assigned and shall vest in us absolutely. This includes any copyright or design rights which will vest in and become our property as and when such rights come into existence.
  13. **Rights of Withdrawal and Termination**
    - 13.1 We have the right to withdraw from or terminate the Order and the Contract with immediate effect without liability to Supplier by giving notice at any time if:
      - 13.1.1 we determine in good faith that Supplier is in breach of the Order, these Terms and/or the Contract and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being notified of the breach in writing;
      - 13.1.2 Supplier has stopped supplying its customers;
      - 13.1.3 there is or threatens to be a fundamental deterioration to the financial circumstances of the Supplier and as a result of this the performance of a supply obligation to us is in jeopardy;
      - 13.1.4 Supplier meets the criteria for insolvency or over-indebtedness;
      - 13.1.5 Supplier stops making its payments;
      - 13.1.6 Supplier files an application for insolvency or comparable debt settlement proceedings to be initiated with respect to its assets;
      - 13.1.7 an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Supplier;
      - 13.1.8 there is a change in control of the Supplier which in our reasonable opinion adversely affects our position, rights or interests. For the purposes of this sub-clause, "control" means the ability to direct the affairs of another whether by virtue of Contract, ownership of shares, or otherwise howsoever;
      - 13.1.9 we reasonably apprehend that any of the events mentioned above is about to occur in relation to Supplier and notify Supplier accordingly; or
      - 13.1.10 we determine in good faith that Supplier has breached any of its representations and warranties in clause 10 of these Terms.
    - 13.2 Termination of the Order and/or the Contract shall discharge neither Supplier nor us from any existing obligation accrued due on or prior to the date of termination.
    - 13.3 If we withdraw from or terminate the Order and/or the Contract by virtue of the foregoing contractual rescission rights or respective termination rights, then Supplier must compensate us for the loss or damage incurred as a result, unless Supplier was not responsible for the rights arising to withdraw from or terminate the Contract.
  14. **Conducting Work**

Suppliers who carry out work on our factory premises in fulfillment of the Order and/or the Contract must observe the respective plant regulations. The Supplier is obligated to name a person in charge for the fulfilment 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. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by willful or gross negligent breach of duty by our legal representatives or persons employed in the performance of our obligations.
  15. **Provision of Materials**

Materials, parts, containers and special packaging provided by us remain our property ("Provisions"), if payment is owned, until full payment has been made. These may only be used as designated. The Provisions are processed and parts assembled for us. It is agreed that we are co-owner of the Products manufactured with our materials and parts in proportion to the value of the whole Product; such Products shall be kept safe for us by the Supplier to this extent. We reserve the right to joint ownership of the Products manufactured using our Provisions pending settlement in full of the claims accruing through the Provisions. The Supplier has the right to sell the Products manufactured using our Provisions in the normal course of business subject to reservation of title. The Supplier assigns to us in full now already all of the claims and ancillary rights accruing to the supplier from such sale. The assigned claims serve as security for the claims accruing to us through the Provision. The supplier has the right to collect the assigned claims. We may revoke the Supplier's right pursuant to this clause 15 if the Supplier fails to duly perform its obligations to us, is in

default of payment, stops making its payments, or if the Supplier applies for the opening of insolvency proceedings or of similar debt settlement proceedings with respect to its assets. We may also revoke the rights of the Supplier under this clause 15 if the financial circumstances of the Supplier should deteriorate fundamentally or threaten to do so or if the Supplier meets the criteria for insolvency or over-indebtedness. If the value of the security existing for us should exceed the value of our claims by more than 10 % on aggregate, we shall release security at our discretion to this extent on request by the Supplier.

#### 16. Documentation and Confidentiality

- 16.1 The Supplier shall keep confidential with respect to third parties all business and technical information made available by us (including features which may be derived from objects, documents or Software provided and any other knowledge or experience) as long and to the extent that it is not proven public knowledge, and it may only be made available to those persons in Supplier's business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality; the information remains our exclusive property. Without our prior written consent, such information must not be duplicated or exploited commercially – except for deliveries to us. At our request, all information originating from us (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to us in full or destroyed.
- 16.2 We reserve all rights to the information mentioned in clause 16.1 above (including copyright and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event this is provided to us by third parties, the reservation of rights also applies for the benefit of such third parties.
- 16.3 Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modeled on our tools, may neither be used by the Supplier itself nor offered or supplied to third parties. This also applies analogously to our print Orders.

#### 17. Export Control and Customs

- 17.1 Supplier shall comply with all applicable import and export control, customs, foreign trade regulations and other requirements, and shall furnish to us, upon request, information or documentation of Supplier's compliance.
- 17.2 Supplier shall provide at least in his offers, order confirmations and invoices – and in case of any changes without undue delay – the following information with respect to the Products which are required for us to comply with all foreign trade regulation in case of export and import as well as re-export, including without limitation:
- all applicable export list numbers, including the ECCN (Export Control Classification Number) for US-goods (including technology and Software) pursuant to the U.S. Export Administration Regulations (EAR);
  - country of origin of the Products and of the components thereof, including technology and Software;
  - any transport of the Products through USA, manufacture or stocking of the Products in the USA and whether the Products have been manufactured by using US technology;
  - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS ("Harmonized System")-Code of the Products;
  - the country of origin (non-preferential origin); and
  - a contact person in his organization to provide further information to us upon request.
- 17.3 Upon our request Supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform us on all changes to such data without undue delay and prior to supply to us. Without limiting the generality of the foregoing, Supplier shall promptly make available any Supplier's declaration of preferential origin (in case of European Suppliers) or preferential certificates of origin (in case of

non-European Suppliers) requested by us with all necessary details completed and properly signed sufficient to satisfy the requirements of both the customs authorities of the country of receipt and any applicable export licensing regulations. This also applies to documents relevant to matters of excise duties which shall be paid by the Supplier. Unless explicitly agreed otherwise, the customs-cross-border supply of software or software know-how (without hardware) shall be performed exclusively by electronic means (e.g. e-mail or download).

- 17.4 Supplier shall be liable for any expenses and/or damages incurred by us due to any breach of the obligations according to clause 17.1, unless Supplier is not responsible for such breach.

#### 18. Compliance

- 18.1 The Supplier undertakes, within the framework of its business relationship with us, not to offer or grant, promote or accept any advantages, neither in its business dealings nor when dealing with governmental officials, which are in breach of applicable anti-corruption regulations.
- 18.2 The Supplier undertakes, within the framework of its business relationship with us, not to make any agreements with other companies or to agree on concerted practices with other companies aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations.
- 18.3 The Supplier guarantees that it will comply with the applicable laws governing the general minimum wage and commit sub-suppliers engaged by it to the same extent. On request, the Supplier shall evidence compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee, the Supplier shall hold us harmless from all third party claims and is obliged to reimburse any fines imposed on us in this connection.
- 18.4 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 Supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the 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 and the Terms. A copy of the CoC is available at [www.bosch.com/company/sustainability/responsibility/](http://www.bosch.com/company/sustainability/responsibility/). The 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. Further, the Supplier agrees to comply with the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: [www.unglobalcompact.org](http://www.unglobalcompact.org).
- 18.5 The Supplier shall ensure that its management, employees, agents, representatives, and all third parties engaged by the Supplier undergo adequate anti-corruption training. The Supplier will be responsible for the costs of any such training.
- 18.6 In the event of a suspected violation of the obligations under paragraphs 18.1 to 18.5, the Supplier must investigate any possible violations without undue delay and inform us of the investigation measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the Supplier must inform us within a reasonable period of time of the measures that it has taken internally within its organization in order to prevent violations in future. If the Supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with the Supplier or to terminate them with immediate effect and

- without any liability.
- 18.7 In the event of severe violations of the law by the supplier and in the event of violations of the provisions of paragraphs 18.1 to 18.5, we reserve the right to withdraw from the existing Order and/ or the Contracts or to terminate them without notice.
- 18.8 If the Supplier observes or suspects any misconduct or violation of the CoC by Bosch's employees or representatives, the Supplier shall report such misconduct or violation to Bosch via Bosch's Compliance whistleblower hotline at <https://www.bkms-system.net/bosch-compliance>. Bosch's Compliance whistleblower hotline can also be accessed at [www.bosch.com/company/sustainability/responsibility/](http://www.bosch.com/company/sustainability/responsibility/).
- 18.9 Notwithstanding any termination rights stated in the CoC, Bosch is entitled to terminate the Order, Terms and/or the Contract, without prior notice and without liability in the event of an actual or suspected compliance related breach under this clause 18.
- 19. Place of Performance**  
Unless otherwise agreed, the place of performance is the place to which the Goods are to be delivered in accordance with the Contract/ Terms/ Order or where the Service is to be rendered.
- 20. Governing Law and Jurisdiction**  
20.1 In deviation to the Contract and within the scope of these Terms and the Order, the Parties agree that:  
20.1.1 the Contract, these Terms and the Order shall be governed by and construed in accordance with the laws of Malaysia excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG);  
20.1.2 For disputes arising from or related to the Contract, these Terms and the Order (including but not limited to any question regarding its existence, validity or termination), the Parties will first attempt to resolve the dispute by mutual negotiation and agreement. If the dispute cannot be mutually resolved between the Parties within 30 days of notification of the dispute by the dissatisfied party, the Parties agree that any dispute or difference shall be referred to and finally resolved by arbitration in Kuala Lumpur, Malaysia in accordance with the Rules of Arbitration of the Asian International Arbitration Centre (Malaysia) ("AIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal comprises of a sole arbitrator, who shall be a qualified lawyer. The sole arbitrator must be of different nationality to the Parties in dispute. The arbitration language shall be English and the arbitration place shall be in Kuala Lumpur, Malaysia;  
20.1.3 The Parties unconditionally submit themselves to the exclusive jurisdiction of the Malaysia courts for the resolution of all disputes arising out of or in connection with the Contract, these Terms or an Order. Bosch further has the right to take legal action against the Supplier at a court with jurisdiction over the registered office or branch office of the Supplier or at the court with jurisdiction over the place of performance at Bosch's discretion; and  
20.1.4 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 Malaysia courts obtained hereunder against Supplier in such other jurisdiction.
- 21. Miscellaneous**  
21.1 If one of the provisions in the Order and these Terms and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Order/ Terms in other respects. The Parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 21.2 Excluding Bosch's Associated Companies, any person who is not a party to these Terms/ Order/ Contract shall not have any right to enforce them.
- 21.3 Supplier shall not use our signs and trademarks in any manner in its marketing or otherwise without a valid license from us.
- 21.4 Supplier must not assign or subcontract all or any of its rights or obligations under the Order/ Contract in whole or in part without our prior written consent.
- 21.5 The headings of these Terms are for ease of reference only and shall not be incorporated into or taken to limit the interpretation of any of the Terms.
- 22. Environment Health Safety ("EHS")**  
22.1 Supplier shall strictly comply with all relevant and applicable laws and regulations.  
22.2 Supplier shall comply with all of our EHS related requirements while performing the work/service on our site. We shall specify our EHS related requirements and responses to counter the expected hazards. Supplier shall establish protocols that incorporate such requirements and responses accordingly and ensure that all equipment, tools and materials used on site meet our EHS requirements.  
22.3 In the event that the Services are subcontracted with our prior written approval, Supplier shall sign a contract and safety agreement with the subcontractor whereby the respective safety rights, duties and responsibilities on safe work shall be specified. Supplier shall provide us with a copy of such sub-contract and safety agreement and all other related contracts and/or agreements. For the avoidance of doubt, Supplier will remain the party responsible for ensuring that the Services are performed safely.  
22.4 We shall provide Bosch EHS instructions to Supplier's project EHS responsible person. Supplier shall appoint a project EHS responsible person with adequate knowledge and capability, and ensure its employees and/or subcontracts get sufficient training and are tested periodically. Supplier shall ensure all relevant personnel hold valid and relevant certificates that are required to perform the Services.  
22.5 Supplier shall organize regular EHS inspections to ensure its employees and/or subcontractors comply with all abovementioned requirements. We and/or our appointed supervision party shall the right to conduct checks on regular or random intervals. Supplier should set up corrective measures should we find any matter that should be remedied, and appropriate action(s) should be taken following a timeline as agreed by both parties. We shall have the right to take measures including but not limited to giving warnings, suggesting corrective actions to be taken within a specific timeframe, terminating the on-site operation, or terminating all relevant contracts without liability for any loss. In the event of EHS related accidents, Supplier shall immediately report to us and conduct root cause analysis together with us.  
22.6 In the event Supplier breaches any of the provisions under this clause 22, we shall have right to terminate the Contract/Order or business engagement temporarily or permanently.