

## Terms and Conditions of Purchase (Indirect Purchasing)

of the Robert Bosch Baltic entities:

### Robert Bosch SIA

Company Code: 40003111242, VAT No.: LV40003111242

Legal and actual address: Mukusalas str. 101, Riga, LV-1004, Latvia

Business Phone:(+371) 67802080, e-mail: [rblv@lv.bosch.com](mailto:rblv@lv.bosch.com)

Bank: Luminor Bank AS Latvijas filiāle, EUR account: LV64RIKO0000080005232, SWIFT: RIKOLV2X

### Robert Bosch UAB

Company Code: 111761933, VAT No.: LT117619314

Legal and actual address: Ateities pl. 79A, LT-52104 Kaunas, Lithuania

Business Phone:(+370) 713350, e-mail: [rblt@lv.bosch.com](mailto:rblt@lv.bosch.com)

Bank: Luminor Bank AS, EUR Account: LT442140030000037558, SWIFT: ABGLLT2X

### Robert Bosch OÜ

Company Code: 10826273, VAT No.: EE 100740286

Legal and actual address: Kesk tee 10, Jüri alevik, Rae vald, Harju maakond, 75301, Estonia

Business Phone:(+372) 6549561, e-mail: [rbee@lv.bosch.com](mailto:rbee@lv.bosch.com)

Bank: Luminor Bank AS, EUR Account: EE 951700017000354451, SWIFT: NDEAEE2X

**By accepting Orders, approved by the purchasing department of any above-mentioned Robert Bosch entity (hereinafter "RB") for execution, the Supplier confirms that it has read and undertakes to comply with these Terms and Conditions of Purchase.**

The definitions and rules of interpretation set out below apply in these Terms and Conditions of Purchase:

**"Goods"** means any goods which are purchased by RB from the Supplier (including any part or parts of them).

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, but does not include the source code of any promotional website provided by the Supplier or a third party as part of the Goods/Services.

**"Order"** means a commercial document issued by RB to the Supplier indicating types, quantities, prices and other conditions/specifications for RB's purchase of Goods or Services from the Supplier.

**"Order confirmation"** means a written confirmation from the Supplier to RB about the sales price, delivery date and hour etc. according to an Order, which RB has sent to the Supplier.

**"Services"** means any services to be provided by the Supplier and any other services, which RB agrees to take from the Supplier.

**"Supplier"** means the person, firm or company, who supplies Goods/Services to RB.

**"VAT"** means value added tax, which is a general, broadly based consumption tax assessed on the value added to Goods and Services.

These purchasing conditions shall apply in the business relationship between any of the previously mentioned RB entities and physical and legal domestic or foreign entities of the Supplier, including the entities of public law.

#### 1. General

RB's Terms and Conditions of Purchase apply exclusively. General business terms and conditions of the Supplier or other business terms conflicting with or deviating from RB's Terms and Conditions of Purchase are only recognized insofar as RB expressly agreed to them in writing. The acceptance or payment of Goods/Services from RB to the Supplier shall not constitute consent, even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of the Supplier or other business terms. Similarly, any previously agreed terms and conditions of the Supplier, which conflict with or supplement these Terms and Conditions of Purchase, shall no longer be recognized.

#### 2. Order Procedure

- 2.1. Cost estimates sent by the Supplier to RB are binding for the Supplier and are not to be compensated by RB unless otherwise expressly agreed.
- 2.2. All Order acceptances from RB of the Supplier's offers are valid and binding for payment **ONLY** when the Order acceptances are sent to the Supplier by authorized persons from RB's purchasing department, e-mail [purchasing@lv.bosch.com](mailto:purchasing@lv.bosch.com) and this notification contains an approved Order with indicated RB's purchase order number.
- 2.3. The Supplier is obligated to confirm RB's Order with an Order confirmation no later than within 3 working days and send back a scanned copy to [purchasing@lv.bosch.com](mailto:purchasing@lv.bosch.com) or to RB's postal address above. If this does not happen, the Order shall automatically expire.
- 2.4. The details in RB's Order shall apply.
- 2.5. RB's Order is prepared electronically and is valid without a RB signature.

#### 3. Delivery and Acceptance of Goods and Services

- 3.1. Agreed periods and dates are binding. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the Goods and Services by RB. Delivery DAP or DDP (INCOTERMS® 2020) is agreed. The Supplier shall

make the Goods available in good time, taking account of the time for loading and shipment to be agreed with the freight forwarder.

- 3.2. The provisions of local law of the ordering RB legal entity shall apply, if the agreed dates are not met. If the Supplier anticipates difficulties with respect to production, the supply of Goods/Services, compliance with the delivery period/date or similar circumstances that could interfere with the Supplier's ability to deliver punctually or to deliver the agreed quality, the Supplier must immediately notify RB's purchasing department ([purchasing@lv.bosch.com](mailto:purchasing@lv.bosch.com)).
- 3.3. For deliveries/rendering of Goods/Services: The Supplier is obligated to inform RB about the exact delivery date of Goods at the RB warehouse or to RB's place of business or to such other place of delivery as is agreed with RB in writing. Services shall be rendered at the location decided by RB in writing.
- 3.4. For deliveries of Goods: They need to be packed according to local and international rules and packaging needs to withstand a normal delivery and storage process. All Goods need to be marked with article numbers, EAN codes if applicable and if packed on pallets have other necessary marking on them.
- 3.5. Unless otherwise agreed in writing, the Goods/Services shall be delivered during RB's normal business hours to RB's place of business or to such other place of delivery as is agreed by RB in writing prior to the delivery of the Goods/Services. The Supplier shall off-load the Goods at its own risk as directed by RB.
- 3.6. The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note, which shows, among other things, RB's purchase order number, subject of purchase, number of packages and other information requested by RB in the Order.
- 3.7. Partial deliveries are inadmissible unless RB expressly agreed to them in writing.
- 3.8. The unconditional acceptance of a delayed delivery of Goods or Services does not constitute a waiver of claims to which RB is entitled due to the delayed delivery of Goods or Services; this applies pending full payment of the amounts owed by RB for the delivery/rendering of Goods or Service in question.
- 3.9. The values established by RB during the inspection of the incoming Goods shall determine the quantities, weights and measurements subject to the reservation of different values being proved. If Goods/Services are delivered to RB in excess of the quantities ordered, RB shall not be bound to pay for the excess, and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 3.10. Unless otherwise agreed in writing, the Goods/Services shall remain at the risk of the Supplier, until delivery to RB is complete (including off-loading and stacking of Goods), at which time the risk shall pass to RB.
- 3.11. Unless otherwise agreed in writing, the Service is considered to be rendered when a Service acceptance protocol and/or receiving of the Services is signed by a responsible person of RB.

#### **4. Invoice Issue Procedure and Payments**

- 4.1. Invoices must always be issued in EUR.
- 4.2. Electronic invoices should be provided to RB's e-mail address: [rblv@lv.bosch.com](mailto:rblv@lv.bosch.com) (RB Latvia); [rblt@lv.bosch.com](mailto:rblt@lv.bosch.com) (RB Lithuania); [rbee@lv.bosch.com](mailto:rbee@lv.bosch.com) (RB Estonia) respectively no later than 3 working days after the invoice issue date. Invoices for delivery must be issued after the Goods and/or Services have been delivered/rendered. Non-electronically issued invoices should be sent signed and scanned within the previously indicated period, and then the original, signed paper invoice must be sent by post.
- 4.3. As an exception, for the Goods deliveries from non-EU countries, the invoice must be enclosed with a shipment.
- 4.4. Invoices must indicate a reference to the agreed and approved purchase number. In case an invoice is not forwarded on the time agreed, RB reserves the right to ask for issuing a credit note, payment term prolongation and/or re-issuing of invoice with a new date.
- 4.5. Unless otherwise agreed in writing, the prices include agreed delivery conditions, packaging, pallets, appropriate labeling etc.
- 4.6. The Supplier bears all risks of loss or of damage to the Goods/Services until the Goods and/or Services have been delivered/rendered in accordance with the Order or contract and the terms specified in article 3.10. of these Terms and Conditions of Purchase.
- 4.7. Except as otherwise agreed between the parties in writing, the agreed prices in RB's Order are covering the entire services and expenditures of the Supplier, including travel expenses (travel and waiting times do not count as time expended on rendering performance), provision of tools, daily allowances etc.
- 4.8. Invoices covering payments in respect of Goods purchased by, or Services provided to, the Supplier, or for reimbursement of expenses, shall be payable by RB, if these invoices contain all the details requested by RB and are fulfilling the requirements according to the local law.
- 4.9. Unless otherwise agreed in writing, the invoice shall be paid within 30 days after the invoice receipt date. If the Goods or Services are delivered or rendered later than the invoice receipt date, RB may prolong the payment schedule accordingly. Payment is subject to invoice verification, and in case of any missing specification or discrepancies, then an invoice is considered not correctly issued by the Supplier.
- 4.10. All charges quoted to RB shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate. No extra charges shall be accepted by RB.
- 4.11. Unless otherwise agreed in writing, RB shall pay each invoice, which is properly due and submitted to RB by the Supplier, to a bank account nominated in writing by an authorised person of the Supplier.
- 4.12. Without prejudice to any other right or remedy it may have, RB reserves the right to set off any amount owed at any time to RB by the Supplier against any amount payable by RB to the Supplier, if not otherwise agreed in writing by both parties.
- 4.13. If RB fails to pay any agreed and undisputed amount payable to the Supplier and after reminder sent by the Supplier, the Supplier may charge RB interest on the overdue amount from the due date up to the date of actual payment, at the rate of maximum 0.1% per annum.

## **5. Duties and Obligations of the Supplier**

- 5.1. The Supplier shall meet any specified performance dates. If the Supplier fails to do so, RB may - without prejudice to any other rights it may have -:
- (a) terminate the cooperation in whole or in part without liability towards the Supplier;
  - (b) refuse to accept any subsequent performance and/or supply of the Goods/Services, which the Supplier attempts to make;
  - (c) purchase substitute Goods/Services from elsewhere and claim damages from the Supplier for any additional costs and expenses in this connection;
  - (d) hold the Supplier accountable for any loss and additional costs incurred; and
  - (e) have all sums previously paid by RB to the Supplier under the cooperation refunded by the Supplier.
- 5.2. The Supplier shall:
- (a) cooperate with RB in all matters relating to the Goods/Services;
  - (b) use reasonable skills and care in the performance of the delivery of the Goods and rendering of the Services;
  - (c) observe and ensure that all employees, consultants, agents and subcontractors, which it engages with in relation to the Goods/Services, observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of RB's premises and that have been communicated to it under 6.1.4.; and
  - d) notify RB as soon as it becomes aware of any health and safety hazards or issues, which arise in relation to the Goods/Services.
- 5.3. Suppliers, who carry out work or performance on RB's premises in fulfillment of the agreement between the parties, must observe the statutory law and regulations of the purchasing RB legal entity. 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 obligated to check with a responsible person from RB / or responsible person of a third-party appointed by RB before carrying out the work in order to set up suitable safety precautions and to inform RB 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 in RB's premises. Any accidents occurring on RB's premises must be reported to RB immediately.

## **6. Duties, Obligations and Rights of RB**

- 6.1. RB shall:
- 6.1.1. cooperate with the Supplier in all matters relating to the Goods/Services;
  - 6.1.2. provide such access to RB's premises and data, and such office accommodation and other facilities as may reasonably be necessary and reasonably requested by the Supplier and agreed with RB in writing in advance, only for the purposes of providing the Goods and Services;
  - 6.1.3. provide such information as the Supplier may reasonably request and RB considers reasonably necessary in order to carry out the Services and the delivery of the Goods in a timely manner and ensure that it is accurate in all material respects;
  - 6.1.4. inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of RB's premises;
  - 6.1.5. not be deemed to have accepted the Goods, until it has had 14 days to inspect them following delivery. RB also has the right to reject the Goods after such 14 days in the circumstances that any latent defect in the Goods has become apparent;
  - 6.1.6. at any time prior to delivery of the Goods to RB have the right to inspect and test the Goods at all times. If the results of such inspection or testing cause RB to be of the opinion that the Goods do not conform or are unlikely to conform to any specifications and/or patterns supplied or advised by RB to the Supplier, RB shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity. In addition, RB shall have the right to require and witness further testing and inspection. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations.
- 6.2. RB reserves the right not to accept the Goods/Services, if during inspection specified in 6.1.6. of these Terms and Conditions of Purchase RB found out that the Goods/Services do not comply with the defined specification of the Goods/Services and/or do not fit with the terms defined in the Order. In this case, Goods/Services will be returned at the Supplier's expense.
- 6.3. RB may revoke the Supplier's rights, if the Supplier fails to duly perform its obligations to RB, if the Supplier applies for the opening of insolvency proceedings or of similar debt settlement proceedings with respect to its assets. RB may also revoke the rights of the Supplier, 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.

## **7. Notification of Defects and Claims based on Defects**

- 7.1. An examination of the incoming Goods is conducted by RB 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.
- 7.2. RB will give notice of any defects found without undue delay after their discovery by RB. To this extent, the Supplier waives the objection to delayed notification of defects.
- 7.3. The Supplier warrants freedom from defects as to quality and defects of title in accordance with the provisions of law, these Terms and Conditions of Purchase and in accordance with the agreed purchase Order conditions and specifications.
- 7.4. The Supplier is entitled to reject claims for damages only after the warranty term specified by the manufacturer / the Supplier or by law, by default using the longest, has expired.

- 7.5. The Supplier undertakes to provide at least a 6 months guarantee period for the provided Goods/Services, unless otherwise agreed by the parties in writing.
- 7.6. RB has the right to select the type of supplementary performance. Place of the supplementary performance shall be the intended location of the Goods/Services, and this is the place where the Goods/Services are located at the time of the claim based on defects, except if the parties agree otherwise in writing.
- 7.7. If the Goods delivered/Services rendered by the Supplier are of poor or non-acceptable quality or Goods/Services are not provided at all, RB has the right to choose between the following kinds of compensations, however, this does not leave out any other legal rights of RB:
  - RB will not pay for the Goods of poor quality or missing Services, and the Supplier is obligated to issue a credit note;
  - Any other compensation agreed by both parties in writing.
- 7.8. In the event that the Supplier does not commence rectifying the defect after RB's request to remedy it, in urgent cases, after a reasonable period of time for remedy, especially to ward off acute danger or to prevent greater damage, RB is entitled to undertake such rectification by itself or to have it undertaken by a third party at the expense of the Supplier.
- 7.9. The Supplier shall also hold RB harmless from any claims by third parties based on the violation of third-party rights by the Goods/Services, unless the Supplier can prove that it is not accountable for the violation. Additionally, the Supplier shall, upon request by RB, immediately provide RB with the information and documents on the Supplier's Goods/Services required for the defense against such third-party claims.
- 7.10. The limitation period for indemnity claims is 2 years. The limitation period for indemnity claims begins at the end of the year in which the claim arose and RB became aware of the circumstances justifying the claim or should have become aware of them without gross negligence. Any longer limitation periods according to applicable law shall take precedence. This also applies to the aforementioned additional claim regarding information and documents, cf. 7.9.
- 7.11. For claims based on defects of title, the provisions of 7.10. shall apply accordingly. Any longer statutory limitation periods or any longer limitation periods provided by the Supplier shall take precedence.
- 7.12. If the Supplier performs its obligation to effect supplementary performance by supplying a substitute Good/Service, the law of limitations of the Goods/Services delivered in substitution shall start to run anew after delivery thereof unless, when effecting the supplementary performance, the Supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as an act of courtesy to avoid disputes or in the interests of continuation of the delivery relationship.
- 7.13. In the context of supplementary performance, the Supplier shall bear the costs for transport, travel, labor, installation, dismantling and material. If, as a result of defective Goods/Services, RB incurs costs in connection with the repair or replacement of the Goods and Services, which RB is entitled to reasonably make, the Supplier shall bear these costs, unless he is not responsible for the defect. A contributory negligence shall be taken into account by RB when determining the costs eligible for compensation according local legislation.
- 7.14. In the event of defects, the Supplier shall undertake without undue delay all the investigations that appear necessary and notify RB as quickly as possible of the causes and of the measures to cure such complaints. The Supplier shall collaborate without limitation in clarifying the causes of the defects or deviations and in the search for and efficient solution to the problem, even if the cause of the complaints is the subject of a dispute between the contracting parties.

## **8. Product Liability and Recall**

- 8.1. In case a product liability claim is asserted against RB, the Supplier is obligated to hold RB harmless from such claims if and to the extent the damage was caused by a defect in the Goods/Services 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.
- 8.2. Prior to any recall action, which is partially or wholly due to a defect in a Good/Service supplied by the Supplier, RB shall notify the Supplier, provide the Supplier the opportunity to collaborate and shall discuss with the Supplier the efficient conduct of the recall action, unless no notification of or collaboration by the Supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the Supplier, insofar as a recall action is due to a defect in Goods or Services supplied by the Supplier.
- 8.3. In the cases of 8.1. above, the Supplier shall defray all costs and expenses, including the costs of any legal action.
- 8.4. Otherwise, the provisions of the applicable law shall apply.

## **9. Intellectual Property**

- 9.1. The Supplier acknowledges that any of RB's "know how", which is received from RB during the Supplier's IT service delivery, for example IT application development or IT system setup and IT consulting, may contain intellectual property, which is considered always as RB's intellectual property (including copyright, trademarks, registered and unregistered designs and patents, ideas, software codes, etc.). Nothing in these Terms and Conditions of Purchase is intended either:
  - as a license for the Supplier to use such intellectual property, or
  - as a transfer of such intellectual property unless explicitly stated by RB in writing.
- 9.2. Work results encompass all results, which are prepared, delivered, contributed or used by the Supplier alone or, if allowed, together with others within the scope or context for the performance of the Supplier's Services, such as inventions, developments, know-how, trade secrets, software, designs, graphic presentations, texts, concepts, drafts, drawings or documentations.

## **10. Compliance**

- 10.1. The Supplier undertakes, within the framework of its business relationship with RB, 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.
- 10.2. The Supplier undertakes, within the framework of its business relationship with RB, 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.
- 10.3. 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 RB harmless from all third party claims and is obligated to reimburse any fines imposed on RB in this connection.
- 10.4. 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, the Supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the Supplier shall comply with the requirements of the [Bosch Code of Conduct for Business Partners](#) and with the principles of the UN Global Compact relating basically to the protection of international human rights, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed and the responsibility for the environment ([www.unglobalcompact.org](http://www.unglobalcompact.org)).
- 10.5. In the event of a suspected violation of the obligations under 10.1. to 10.4., the Supplier must investigate any possible violations without undue delay and inform RB 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 RB immediately regarding the measures that the Supplier has taken internally within its organization in order to prevent violations in the future. If the Supplier fails to comply with these obligations, RB reserves the right to withdraw from the cooperation with the Supplier or to terminate them with immediate effect.
- 10.6. In the event of severe violations of the law by the Supplier and/or in the event of violations of the provisions of 10.1. to 10.4., RB reserves the right to withdraw from the existing cooperation or to terminate them without notice.

## **11. Rules for Data Processing from the Controller to another Controller**

- 11.1. In accordance with the General Data Protection Regulation 2016/679 (EU) that entered into force on 25th May 2018 and is binding upon all European Union Member States, the Supplier shall obtain, process and use the specified personal data only for the purpose of performance of obligations assumed under mutual agreement and in accordance with its terms (legal basis: performance of contractual obligations). The Supplier undertakes to ensure that data are processed and stored in accordance with the GDPR and the privacy statement of RB in the country of the ordering RB legal entity (Link to RB in [Latvia, Lithuania, Estonia](#)).
- 11.2. These data processing rules are applicable only to the processing of personal data arising from the services hereunder provided by the Supplier.
- 11.3. Both parties, the Supplier and RB, shall act as independent data controllers. The parties shall take appropriate technical and organisational measures to ensure the security of processing of personal data. The parties shall promptly, but no later than within 2 working days, inform the other party of the request received from the data subject, if it concerns the processing of personal data by the other party (such as the request for deletion or limitation of processing) or affects personal data (such as the request for data correction). The parties shall mutually cooperate in good faith (for example, by exchanging information on the processing of personal data) in order to meet reasonable requests from data subjects as well as to ensure the accuracy of data throughout the period of processing.

## **12. Rules for Data Processing from the Controller to another Processor**

In case the Supplier is indicated as a data processor, then a Data Processing Agreement should be signed between the contracting parties. Such aforementioned agreement will set out the data protection obligations of the contracting parties arising from the processing of personal data. RB shall provide the Data Processing Agreement document to the Supplier in this case.

## **13. Documentation and Confidentiality**

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

#### **14. Subcontractors**

The Supplier shall render the Services independently or third party may be sub-contracted by the Supplier to perform parts of the Services. The Supplier shall remain responsible for successful performance of the Service. The Supplier is fully accountable for the fault of its sub-suppliers as it is for its own fault.

#### **15. Export Control and Customs**

15.1. The Supplier shall be obligated to inform RB about any applicable (re-)export license requirements or restrictions for the Goods/Services under local legislation, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Goods/Services in its business documents and to send the following information on Goods/Services subject to license requirements to Export-Control@de.bosch.com in good time prior to the first delivery:

- Description of Goods/Services;
- 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 Goods/Services under commercial policy;
- HS Code of the Goods/Services;
- A contact person in its organization to resolve any inquiries.

15.2. The Supplier shall be obligated to inform RB without undue delay of any changes to the license requirements applying to the Goods/Services it supplied to RB, as a result of technical changes, changes to the law or governmental determination.

15.3. For delivery of Goods across customs borders, the Supplier is obligated to enclose all required documents to the delivery, such as commercial invoice, delivery note, movement certificate, if applicable, and information for a complete and correct import customs declaration. Regarding the invoice, the following shall be considered:

- Additionally, costs not included in the Good's price (e.g. research and development costs, license fees, tooling costs, provisions of the buyer with reference to the delivery of Goods) shall be listed separately in the invoice.
- In the case of free of charge deliveries, the Supplier is obligated to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only“ in the invoice. Additionally, the invoice or delivery note must also state the reason for the free of charge delivery (e.g. free shipment of samples).

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

15.5. Notwithstanding any other rights and without any liability to the Supplier, RB is entitled to withdraw from the affected contractor to terminate it without notice in case the Supplier repeatedly fails to fulfil its obligations under 15.1. - 15.4.

15.6. If the Supplier is found to be on the International Sanctions List ("REGUVIS Sanction list" or "OFAC Sanction list") during the term of cooperation, RB reserves the right to unilaterally and immediately terminate any cooperation.

#### **16. Rights of Withdrawal and Termination**

16.1. In addition to the statutory rights of rescission RB has the right to withdraw from the cooperation, if 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 RB is in jeopardy.

16.2. RB further has the right to withdraw from the cooperation if:

- the Supplier meets the criteria for insolvency;
- the Supplier has continuously overdue tax debts of more than 5000 EUR;
- the Supplier meets the criteria for imminent insolvency according to local legislation or over-indebtedness of the Supplier becomes apparent;
- if an application is filed by the Supplier with respect to the assets or operation of the Supplier for the opening of insolvency proceedings or of comparable debt settlement proceedings; or
- if the opening of insolvency proceedings with respect to the assets of the Supplier is rejected due to lack of funds.

16.3. In the event of a contract for performance of a recurring obligation, 16.1. and 16.2. shall apply by analogy provided that the right of withdrawal shall be substituted by an extraordinary right to terminate the cooperation without notice.

16.4. Even if the Supplier has rendered part performance, then RB has the right to cancel the whole contract, except if RB in writing has accepted part performance, cf. 3.7.

16.5. If RB withdraws from or terminate the contract by virtue of the foregoing contractual rescission rights or respective termination rights, then the Supplier must compensate RB for the loss or damage incurred as a result, unless the Supplier was not responsible for the rights arising to withdraw from or terminate the cooperation.

16.6. Statutory rights and claims shall not be limited by the regulations included in this Section 16.

#### **17. Force Majeure**

17.1. Neither party shall be responsible towards the other party for non-performance of any obligation caused by any circumstances beyond its control, which the party is unable to foresee or prevent, such as but not limited to natural disasters (fire, flood, earthquake, pandemics), social conflicts (strikes, civil wars), or introduction of legislation, which considerably complicates, restricts, or forbids the activity encompassed by the agreement between the parties, for as long as such circumstance is the hindrance for the performance (hereinafter referred to as "Force Majeure").

17.2. Each party shall immediately notify the other party of the commencement of a Force Majeure event and in such situation discuss with the other party the possibilities of extending terms or terminating the cooperation.

**18. Conclusion and Modification of Cooperation Conditions**

- 18.1. Orders and contracts as well as modifications and supplements thereto must be placed and made in writing.
- 18.2. Oral agreements of any kind – including subsequent modifications and supplements to these Terms and Conditions of Purchase – must be confirmed by RB in writing to become effective.
- 18.3. The written form requirement is also fulfilled if communication is sent by E-mail.

**19. Miscellaneous**

- 19.1. If one of the provisions of these Terms and Conditions of Purchase and of additional agreements entered by the parties should be or become ineffective, this shall not affect the validity of these Terms and Conditions of Purchase in other respects. The parties hereto are obligated to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 19.2. The contractual relationships between the parties shall be governed and construed exclusively by the law of the country of the ordering RB legal entity. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 19.3. The venue for all legal disputes arising either directly or indirectly out of contractual relationships between the parties based on these Terms and Conditions of Purchase shall be solved based on the jurisdiction, cf. 19.2., and pursuant to RB's choice either in the local Court of Law with jurisdiction over the registered office or branch office of the ordering RB legal entity or at the Court of Law with jurisdiction over the place of performance, cf. Section 3., as the Court of Law at the first instance.

This version of these Terms and Conditions for Purchase is issued on 24th August 2020 (version 1.0).