General Purchasing Conditions

General Provisions

These general purchasing conditions apply to all Bosch branch locations and affiliated companies in Belgium and the Grand Duchy of Luxembourg, regardless of their legal form.

1. General Information

1.1. Only these purchasing conditions are applicable; general conditions of the supplier (hereinafter referred to as the "Supplier") that are in conflict with or that deviate from our purchasing conditions are not applicable to the extent that these have been expressly accepted by us in writing. The receipt or payment of goods and services rendered by the Supplier (hereinafter referred to as "Products") does not constitute acceptance of the Supplier's general conditions, additions, even if the acceptance or payment is made on the basis of knowledge of conflicting or supplementary terms and conditions of contract of the Supplier. Similarly, any terms and conditions of contract of the Supplier particularly agreed upon shall be of no effect on conditions that conflict with or supplement these purchasing conditions shall no longer be recognized.

1.2. These purchasing conditions are applicable to every request for proposal we submit and every contract we conclude. Together with the conditions of several written orders, agreements and/or order releases accepted or submitted by us, these conditions comprise a whole in the contractual relationship with the Supplier and are hereinafter jointly referred to as the "agreement".

1.3. These purchasing conditions also apply to all future deliveries and services provided by the Supplier until a new version has been released.

2. Coming about and changes of the Agreement

2.1. Orders, agreements and the issuing of orders, as well as changes and amendments thereto, must take place in writing.

2.2. Verbal agreements - including changes and amendments to our purchasing conditions that were implemented later - are only valid if these have been confirmed by us in writing.

2.3. We reserve the right to make any type of use of communication data for the purpose of avoiding potential risks.

2.4. Unless expressly otherwise agreed upon, the Supplier is bound to its offers and these will be provided free of charge. We will not be contractually bound until after the Supplier has received and confirmed the order.

2.5. If the Supplier does not accept an order within two weeks after receipt and confirmation this in writing the Supplier shall have no rights.

2.6. Blanket orders within the framework of order and blanket order planning will become valid only if these have been confirmed by us in writing.

3. Delivery

3.1. Deliveries that deviate from our agreements and orders are only permitted with our prior written consent.

3.2. If the Supplier is responsible for installation or assembly, then - unless expressly otherwise agreed upon - we are entitled to additional costs, such as travel costs, costs of tools (including scaffolding and climbing equipment) and reimbursement of expenses will be at the expense of the Supplier.

3.3. If the Supplier breaches a problem with compliance with an agreed-upon delivery date or other obligations stemming from the agreement, then the Supplier will notify us of this in writing. In addition, the Supplier will do everything possible to comply with reasonable requests on our part to reschedule confirmed delivery dates as quickly as possible or execute other parts of the Agreement at an accelerated pace. Upon our request, the Supplier will immediately provide information about the status of an order, shipment or other matters pertaining to the business relationship between the Supplier and us. As soon as the Supplier foresees limitations in its possibilities of delivering the products and/or services we ordered he is obliged to notify us of this immediately. In this case, the Supplier will provide us with sufficient information until certainty of proper compliance that our requirements will be met. In the event that the Supplier still remains in full force unsatisfactorily in other indemnifications and the legal remedies that are available to us in the event of non-compliance with delivery dates or obligations stemming from the contract.

3.4. In the case that the Supplier exceeds the agreed-upon delivery time without this being accepted by us in advance, we have the right to:

- Cancel the Agreement in part or in whole without being held liable for compensation of damages or costs, while the Supplier will owe us a fine in an amount of 10% of the total contract value, unimpeded by our authority - in addition to this - to demand immediate compensation of the damage incurred by us;
- Cancel the Agreement in part or in whole without being held liable for compensation of damages or costs, while the Supplier will owe us a fine in an amount of 10% of the total contract value, unimpeded by our authority - in addition to this - to demand immediate compensation of the damage incurred by us;
- If the fine provision in the first point above also applies if not all of the requested and/or necessary additional costs, such as travel costs, costs of tools (including scaffolding and climbing equipment) and reimbursement of expenses will be at the expense of the Supplier.
- The Supplier has not been agreed upon without reservations does not mean that we relinquish our rights and claims with respect to this as a consequence of a late delivery of Products or quality that has not been agreed upon. Only as regards the late deliveries, this applies up to full payment of all amounts owed by us due to the delivery.
- The deliveries are not permitted without our prior written consent.

3.5. For amounts, weights and dimensions, the values stipulated by us during the incoming goods inspection apply, unless we have otherwise stated.

3.6. We have the right to use the software that is a component of the delivery, with the agreed-upon functionality, including the associated documentation. We also have the right to make use of the software for purposes that are not comparable to the permissible use encompassing, in particular, duplication, loading and running the software. It also encompasses sublicensing, renting and every other form of passing the software on to third parties, unless expressly otherwise agreed upon, and in this operation require a right to use the software. The permissible use also encompasses the transmission of the software, as well as part of a hardware product or as a component of a hardware product and/or as part of a product of the Supplier's general terms and conditions of contract, if this is necessary for the use of the hardware.

3.7. We have the right to use 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.

3.8. 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 that can be viewed in the download area of Purchasing and Logistics at purchasing-terms-and-conditions.

4. Force Majeure

4.1. No party shall bear any liability by reason of its failure to (timely) perform any part of the Contract provided such failure is due to an event of force majeure. An event of force majeure means any event, circumstance or occurrence, or any combination of such events or occurrences (or any of the Supplier's sub-suppliers), which is beyond the reasonable control of the party affected by such event, circumstance or occurrence, which (or any of the consequences of which) could not have been prevented by such party (acting as a reasonable and prudent operator), including but not limited to (but subject always to the foregoing): acts of God, labour disputes, occupational disturbances without fault, unrest, and governmental measures. In case of force majeure affecting the Supplier for a continued period of two (2) weeks, we are entitled – without prejudice to our other rights – to withdraw from a given agreement, in whole or in part, at no cost to us, by notifying the same to the Supplier.

5. Packing list and invoice

The information as stated in our orders and blanket orders must be noted on the packing list and the invoice. Packing lists and invoices that do not note the necessary information will be returned to the Supplier. Any further documents, other data or characters that must be sent (in single copy) to the indicated address and must not be sent together with the shipment. Partial invoicing that is not provided for when the order is placed will not be accepted.

6. Prices and transfer of risk

6.1. The Supplier will carry the risk of loss or damage with regard to the Products until these have been received and approved by us upon delivery.

6.2. Unless otherwise agreed upon, the prices are fixed prices. VAT is not included. Extra work and deductions will only be acknowledged by us if and to the extent that this has been agreed upon in writing in advance.

6.3. Prices are always listed in Euros. Adjustments of exchange rate differences are not possible.

7. Payment

7.1. Unless otherwise agreed upon, the invoice will be paid within 60 days, with effect from the due date of payment and receipt of both the invoice as well as the Deliveries, unless the due date is later. Payment is subject to invoice examination.

7.2. We and/or our businesses affiliated with us are entitled at all times to offset amounts owed to the Supplier, with amounts due to us.

7.3. Claims that the Supplier has against us cannot be transferred to third parties in any way whatsoever without our written consent.

8. Claims resulting from defects

8.1. Acceptance will take place subject to an inspection for defects and/or shortcomings, especially also in regard to the accuracy, integrity and quality, to the extent and as soon as this is possible during usual operating conditions. Operating defects only can be notified by us in writing.

8.2. In regard to safety shortcomings and infringements of the property, the legal regulations apply, unless otherwise stipulated below.

8.3. The Supplier will indicate how the defects will be rectified. We can reject the solution chosen by the Supplier with an indication of reasons for this. Place of the performance shall be the intended location of the Product. This is the place where the Product is located at the time of delivery of the Product and in the service requested.

8.4. If, after our request to rectify the defects, the Supplier does not immediately begin rectifying the defects, then we will be entitled, in urgent cases, after a reasonable short period of time for remedy, especially to order acute damage or to prevent greater damage, to carry out such a rectification ourselves or have it carried out by third parties at the Supplier's expense.

8.5. Limitation of liability in case of infringement of a property right does not apply to the Supplier, if we are not able to prove that the Supplier is at fault for the infringement. The Supplier indemnifies us against possible claims of third parties, unless the Supplier indicates that he cannot be held liable for such infringements. Additionally, the Supplier shall, upon request, immediately provide us with the information and documents on his services required for the defense against such third-party claims.

8.6. The statute of limitation for defects is 5 years - except for in the case of malicious intent, conscious recklessness or gross negligence - unless the Product was used in accordance with its intended use during the building of a structure and has caused a defect therein. The statute of limitation for hidden defects is 10 years. The statute of limitation begins upon delivery of the Product (the transfer of risk).

8.7. If the Supplier rectifies the defect by delivering a replacement product, the statute of limitations will begin anew after the delivery of the replacement product.

8.8. If we incur costs as a consequence of the delivery of a defective product, among other things to transport, work, Assembly with incorrect or disassembly and materials or higher than normal inspection costs of received products, then these costs will be charged to the Supplier.

8.9. In case of automotive manufacture a) third parties and b) insofar as this is necessary for the use of the hardware, the Supplier infringes the existing legislation in general, and the anti-trust laws and regulations in particular.

8.10. If the Supplier has only partially fulfilled his obligations to us, then we retain the right to either cancel the Agreement in whole with return of the partial delivery or to cancel only the
11. Documentation and confidentiality

11.1. The Supplier undertakes confidentially to use only the information provided to us (including information that can be derived from the provided objects, documents, programs or software and all other experience and knowledge), to the extent that this information is not demonstrably available to us. The Supplier may only provide this information to persons within his organization to the extent that this is required on account of the delivery to us. Accordingly, these persons are also held to confidentiality. All of the information referred to in this clause will remain our property. Without our prior written consent, such information must not be reproduced or commercially exploited, except for deliveries to us. Upon our request, all information stemming from (including all copies and archives, where applicable) and borrowed objects must be immediately sent back to us or destroyed in its/their entirety. We reserve all rights (including copyrights and the right to apply for or obtain intellectual property rights such as patents, utility models, protection of semi-conductors, etc.) in the case that these have been supplied to by third parties, the reservation of all rights in the case of the delivery of such objects and the buyer's/Supplier's benefit for the benefit of third parties or be offered or supplied to third parties. This also applies mutatis mutandis for our print orders.

12. Compliance

12.1. The Supplier undertakes, within the framework of its business relationship with us, to respect strictly the applicable anti-corruption regulations.

12.2. The Supplier undertakes within the framework of its business relationship with us, not to make any action or omission aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations. The Supplier undertakes to respect strictly the applicable antitrust regulations.

12.3. The Supplier guarantees that it will comply with the applicable laws governing the minimum wages and social security contributions 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 harmless from all third party claims and losses, in particular, claims arising in connection with the Supplier.

12.4. The Supplier is obliged to comply with legal provisions and/or regulations regarding treatment of employees, protection of the environment and health and safety conditions, and is obliged to act in order to reduce the negative effects of his activities on people and the environment. To this end, the Supplier will set up and develop a management system in line with its activities in accordance with ISO 14001. In addition, the Supplier must comply with the UN Global Compact Initiative, which above all deals with the protection of international human rights, the right for collective negotiations, the abolition of forced labor, and child labor. The Supplier has to contribute to the realization of the UN's Millennium Development Goals.

12.5. In the event of a suspected violation of the obligations under above mentioned paragraphs, the Supplier must immediately inform us. 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 the 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 immediately.

12.6. In the event of severe violations of the law by the Supplier and in the event of violations of the above mentioned provisions, we reserve the right to withdraw from the existing contracts or to terminate them without notice.

13. Liability

13.1. The Supplier is liable for all damage that occurs to or by the Products as a result of defects in the Products.

13.2. The Supplier is also liable for all damage that might stem from or as a consequence of actions and omissions on the part of the Supplier, his personnel or other persons commissioned by him for the execution of the Agreement, including our personnel that is acting according to the Supplier's instructions.

13.3. The Supplier's liability also extends to damage to third party goods and to third parties. The Supplier will safeguard us in regard to liability towards third parties and will indemnify us, if necessary.

13.4. The Supplier declares that the Products do not infringe on the rights of the (industrial) property of third parties and indemnifies us against claims in this regard.

13.5. The Supplier must, at his expense, take out insurance to cover contractual and extra-contractual liability. To this end, the Supplier must conclude a liability insurance policy whereby means of redress against us is achieved. In our request, the Supplier must provide us with an extract of the policy or the policy for review.

14. Place of performance

The place of performance is the location where the goods must be delivered in accordance with the Agreement or where the service provision must take place.

15. Miscellaneous

15.1. If one of the provisions of these conditions and supplemental agreements is or becomes invalid or is nullified, then the remaining provisions will remain in full force. The Parties will agree on a reasonable and valid substitute Additional to the original of the invalid or nullified provision.

15.2. If a Supplier agreement is not transferred the agreement or order or parts thereof to third parties. In the same vein, no change of manufacturer or subcontractor may take place without our written permission.

15.3. Any dispute stemming or connected to these conditions and/or agreements will be adjudicated by the competent court in Brussels. The language of the procedure will be Dutch.

15.4. The Supplier agrees, in the event of a dispute, to submit the dispute to the court of jurisdiction over the Supplier's place of residence or the court that has jurisdiction over the place of performance.

15.5. Only Belgian law is applicable to all legal relationships between us and the Supplier, excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

16. Bosch Code of Business Conduct

16.1. The Supplier commits itself to respect the principles of the Bosch Code of Business Conduct.

16.2. This Code can easily be accessed on the following address: https://www.bosch.com/company/sustainability/strategy/values-and-responsibility/

Special provisions for the purchase of objects

Special provisions comprise a supplement to the general conditions. In the event of a discrepancy between these special conditions and our general conditions, these special conditions will prevail.

17. Delivery

17.1. The agreed-upon dates and periods comprise an essential obligation on the part of the Supplier. Correct compliance with delivery dates and periods will be determined on the date that the goods are received by us. Unless a delivery is stipulated to be "free at destination" (DFD) (DAP or DDP Incoterms 2010), the Supplier will provide the goods in due time, taking into consideration the required time for loading and transport that must be agreed upon with the hauler.

17.2. The provisions regarding the Logistics Manual and the Delivery and Packaging Specifications of Robert Bosch GmbH comprise an integral part of the agreement.

18. Prices and transfer of risk

18.1. Unless otherwise agreed upon, the "Delivered at Place" (DAP Incoterms 2010) pricing, including packaging, are applicable.

18.2. The Supplier bears the risk of loss or damage with regard to the products, until these have been received by us or our representative and accepted at the agreed upon location.

19. Product liability and recalls

19.1. If a claim is lodged against us due to product liability, then the Supplier is obliged to indemnify us from such a claim to the extent that the damage has been caused by a defective Product that has been delivered by the Supplier. However, in the event of liability for defects that are attributable to the Supplier if the cause of the damage is not demonstrably attributable to the Supplier, then the Supplier is obliged to prove that he is not liable.

19.2. In cases such as those listed in the previous section, all costs and expenditures will be at the expense of the Supplier, including the costs of any legal procedures.

19.3. In all cases, the legal provisions on liability for defective products apply.

19.4. Prior to a recall that can be attributed in part or in whole to a defect in a Product that has been delivered by the Supplier, we will notify the Supplier of this in writing and give the Supplier the opportunity to take appropriate action, unless as a result thereof the Supplier’s other options are ruled out. If the recall is not possible, unless notification of or cooperation with the Supplier is not possible due to the emergency nature of the matter, to the extent that the product recall is the consequence of a defective Product that was delivered by the Supplier, the costs of the recall will be borne by the Supplier.

20. Export provisions and customs

20.1. The Supplier is obliged to inform us about any applicable (re-) export licence requirements or restrictions for the Products under the export control law and customs regulations of Belgium and/or the Grand-Duchy of Luxembourg, Europe or the US as well as the export control law and customs regulations of the country of origin of the Products in its business documents and to send the following information on Products subject to licence requirements to Export-Control@de.bosch.com in good time prior to the first delivery and immediately in case of changes (technical, legal changes or governmental determinations):

- 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 Product
- Country of origin of the components, parts, or materials
- HS Code of the Product
- Contact person in its business organisation to receive any inquiries.

20.2. The Supplier is obliged to take appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards and in particular to support us in the event of an inspection by the relevant government authorities. Regarding export licence requirements or delivery note must state the reason for the free trade agreement. Authorized Economic Operator (AEO). The Supplier is obliged to provide appropriate evidence, e.g. through authorizations or declarations, e.g. security declarations, declarations within the scope of C-TPAT or similar programs. We or a third party instructed by us are entitled to examine the Supplier’s evidence at the Supplier’s premises, in accordance with this paragraph.

20.3. The Supplier is obliged to inform us in a binding manner about the commercial origin or the respective required preferential origin. Therefore, it shall issue a long-term supplier declaration for deliveries of goods within the European Union in accordance with the relevant valid EU implementing regulation within a period of 21 days after our demand. Further, the supplier ensures to comply the respective agreed proof of origin for delivery of goods from a free-trade agreement/preferential agreement country. The commercial origin shall be indicated on the respective commercial invoice and if required, a certificate of origin shall be issued. In case of initial consignment, the original data must be communicated in writing at the latest at the time of the first delivery. Changes of the origin of goods must be immediately reported to us in writing.

20.4. For delivery of goods across customs borders, the Supplier is obliged to enclose all required documents to the delivery, such as commercial invoice, delivery note and information for a correct and correct import valuation. Regarding the delivery of goods, the following shall be considered: Additionally, costs not included in the goods price (e.g. research and development costs, licensing fees, costs incurred by 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 obliged to declare a value, which reflects a fair market price as well as the export provisions and costs. In case no value is declared, the Supplier is also liable for the free of charge delivery (e.g. free shipment of samples).

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

20.6. Notwithstanding any other rights and without any liability to the Supplier, we are entitled to declare any goods on which we are unable to pay the duties or taxes to the authorities.

Special conditions for service and development

These special conditions comprise a supplement to the general conditions. In the event of a discrepancy between these special conditions and our general conditions, these special conditions will prevail.
contracts

These special provisions comprise a supplement to the general conditions. In the event of contradictions between these special conditions and our general conditions, these special conditions will prevail.

21. General Information

21.1. The Supplier must perform the services himself. Subcontracting is only possible with our prior written consent. If the Supplier uses subcontractors, he will ensure that all relevant conditions are a part of the subcontracting agreement in question.

21.2. In particular but not limited to performance requirements, typical characteristics and objects that are stipulated by us can never release the Supplier from his obligation to deliver technically error-free and economically reasonable solution. Should these stipulated performance requirements, characteristics, objectives, etc. be in the way of the solution or, if changes or improvements to the object in question or to the scope of the services to be rendered are necessary or appear to be fitting for whatever reason, then the Supplier will notify us of this without delay. Additional services or modifications that are carried out without our prior written consent will not be compensated and can also not be the subject of a request for indemnification.

21.3. If it appears that the Supplier must make use of intellectual property rights/copyrights of third parties when executing our order, then he must notify us of this immediately in writing.

22. Services

22.1. Services must be performed in compliance with the contractually agreed-upon stipulations, including all documents that are a part of the description. The Supplier shall ensure that the products and services are “state-of-the-art” and comply with all applicable laws and regulations. When carrying out all development orders, the Supplier must take into account the future maintenance and inspection tasks and must perform his services so that these future maintenance and inspection tasks can be carried out as easily as possible.

22.2. When executing an order, the Supplier is obligated to take into account our legal interests – as much as possible – and to make decisions on an objective basis (including choice of service and service providers) and comply with the aforementioned obligations.

22.3. If the Supplier must generate technical documents (drawings, descriptions, calculations, etc.), then right of ownership of these documents will be automatically transferred to us at the moment that they are generated. Such documents must be provided to us in their original formats as soon as they have been completed. The documents that are made available by the Supplier to the order must be stored with due care and carefulness. Such and other documents (models, diagrams, drawings, etc.) generated for or provided to the Supplier for executing an order will remain our property and must be returned at the latest when the order has been completed. We retain all rights to such documents, just as we retain all rights to any patent that is granted or drawing or model is registered stemming from these documents. Reservations in this regard due to the Supplier are expressly excluded.

22.4. If the Supplier has been notified at the intended purpose of the services, then the Supplier guarantees that the services rendered by him are suitable for the intended purpose. The fact that we test, inspect or approve parts of the services does not have any impact on the scope of the obligation on the part of the Supplier to perform and guarantee his services.

23. Remuneration

23.1. The Supplier will receive remuneration for the services to be performed. The amount of this remuneration will be agreed upon in writing in advance. Agreed-upon amounts are fixed amounts, unless expressly otherwise stipulated. If, on the basis of an express agreement, the remuneration to be paid is not fixed but is based on a subsequent calculation, then the Supplier guarantees that the total of the incurred costs will remain within the intended budget (qualification). Additional costs will only be compensated by us if these have been expressly approved in writing.

23.2. The above-mentioned compensation covers all costs incurred, services rendered and rights held by the Supplier. The compensation will not be payable until the moment of acceptance of the services in accordance with the agreed-upon payment conditions.

24. Work results/innovation

24.1. We have the right, at our discretion and free from the rights and claims of third parties, to use and exploit all results achieved during the conduction of the services, including every part of these results and all data, models, drawings, etc. generated for or provided to the Supplier for executing an order. We reserve all rights to the Supplier as to the intellectual property rights of the Supplier. The Supplier guarantees that he will use sufficiently qualified employees in regard to supervision and quality of employees.

24.2. The Supplier must ensure that, in his relationship with his employees, subordinates and/or subcontractors, any required transfer of rights needed for the rights stipulated in the previous section will take place without delay and upon first request.

24.3. We can request special property rights at our discretion, domestically or internationally, for every innovation that is a part of the results of the services and furthermore exercise the right to the Supplier.

25. Documentation and confidentiality

25.1. The Supplier will treat as confidential all personal data of the third parties and all of the results achieved during the execution of the contract as well as all technical or business information provided by us, even after the contract has ended, as long as and to the extent that such information is not known in any other manner or that we have abandoned the obligation to confidentiality in writing.

25.2. All results carried out by the Supplier or essential components thereof must not be used, unless they are a part of the general state of technology, be delivered to third parties in the same manner or on the same work basis, and this for a period of 2 years, to be calculated from the end of the contract and the last date of performance.

25.3. The Supplier will take, in all circumstances, suitable measures for maintaining confidentiality and security, such as password-protected access to and protection of documents, models and data files and actual and spatial separation of other activities. CAD data and all other digitally saved information developed and/or supplied by us must be destroyed upon our request or the premature end of the contract.

26. Execution of activities

26.1. Persons who execute activities within the scope of the agreement at our factory premises must comply with the regulations of the location in question. Liability for accidents that involve such persons is rejected. The Supplier indemnifies us from any claims that the Supplier's employees or third parties commissioned by the Supplier may have during the execution, unless the accident is the result of intent or conscious recklessness on our legal representatives or employees who are involved in the execution of our obligations.

27. Instructions’ right

27.1. We may give instructions to personnel who are subject to an employment contract with the Supplier and/or with its subcontractor(s) solely in connection with the performance of this agreement and only in the case described below.

- schedule of the Services/assignment to be performed and interim results;
- opening and closing times of the workplace and general stoppage times;
- the access to our premises and/or facilities that is needed to perform the assignment;
- the circumstances, procedures and operating methods of us that must be taken into account when performing the assignment;
- interim changes to be taken into account when performing the assignment;
- technical indications regarding the use of certain equipment, including any ad-hoc training and development that may be required for performance of the assignment and which is specific to us;
- Emergency interventions to avoid limit economic damage.

The parties agree that the aforementioned instructions shall not compromise the authority of the Supplier and/or its subcontractor(s) as an employer.

The following items shall in all cases be the responsibility of the Supplier and/or subcontractor(s) as an employer vis-à-vis their respective employees who are subject to an employment contract, and shall under no circumstances form part of our right to issue instructions pursuant to the item above:

- recruitment policy (processes, interviews, selection and recruitment criteria);
- policy on remuneration and employment conditions;
- progress reports;
- training and development policy, except any specific to us training and development necessary to carry out the assignment;
- checks on working hours and calculation of any overtime, rest periods or days off in lieu;
- Authorisation and justification of absences (sickness, leave, holidays, etc.);
- policy on disciplinary measures and dismissal;
- appraisal and performance meetings; and
- job descriptions.

Parties shall communicate to each other their respective single point of contact in this matter at the effective start of the assignment.

28. Supervision and quality of employees

28.1. The Supplier is responsible for recruitment, selection, training and supervision of the execution of the work. The Supplier guarantees that he will use sufficiently qualified employees in regard to training, expertise and experience. The Supplier will not replace these employees without prior written consent from us, which will not be withheld for unreasonable grounds. The Supplier will replace one or more of his employees without delay if we require this of him on reasonable grounds, e.g. because the employees are not suited for their task in our opinion or are acting contrary to the obligations of the agreement. Without prejudice to article 26 for this, the Supplier must comply with the legal obligations for all workers present at the workplace. We retain the right to monitor this.

29. Progress of work activities

The Supplier will, upon first request, provide us with his implementation schedule in regard to the time planning and staffing of the work activities and inform us about the progress thereof as frequently as required or agreed by the parties.

30. Suspension and premature termination

We retain the right at all times to suspend execution of the work activities until further orders. In this case, the implementation date will be extended by the duration of the suspension and we will compensate the Supplier for all reasonable costs stemming from the suspension, with the understanding that the Supplier must take all reasonable measures to keep these costs as low as possible. Furthermore, we are entitled at all times to terminate the agreement prematurely against compensation for the part of the services that has been executed in accordance with the agreement, including all demonstrable additional costs that the Supplier had to incur as a result of the termination.

31. Fulfillment, acceptance and delivery

31.1. When the Supplier has fulfilled the agreed-upon services in his estimation, he must notify us of this in writing. Unless otherwise stipulated in the agreement, the services will be considered as being accepted and hence delivered if we have accepted them in writing or, after preceding written proof of default, do not provide timely notification of either acceptance or rejection of the work activities. Minor defects that do not impede use do not constitute a reason for rejection, without prejudice to the Supplier’s obligation to resolve these defects as quickly as possible.

31.2. Acceptance of the services will take place at the moment that the entirety of the services has been approved and not at the moment that such services start or have been paid for.

32. Protection of personal data

If a Supplier has to process, directly or indirectly, personal data for the execution of the agreed Services, the Bosch standards template of the processing agreement, except if otherwise agreed between parties.