**General Terms and Conditions of Purchase**

**General Provisions**

These general purchasing conditions apply to Bosch Group affiliated companies and branches in the Republic of Bulgaria, as follows:

Bosch EOOD, UIC 831826017, Bosch EOOD, UIC 1312442856,

BSH Domainski Uredia EOOD, UIC 20217947, formerly referred to as “Bosch”.

1. **General Information**

   These purchasing conditions apply exclusively; general terms and conditions of the Supplier (hereinafter referred to as “Product”) that are in conflict with or that deviate from the purchasing conditions of Bosch are only applicable to the extent that these have been expressly accepted by Bosch in writing. The receipt or presentation of a counter-proposal, or services rendered by the Supplier (hereinafter referred to as “Products”) does not constitute acceptance of the Supplier’s general terms and conditions, even if the receipt or presentation of a counter-proposal, or services rendered by the Supplier (hereinafter referred to as “Products”) does not constitute acceptance of the Supplier’s general terms and conditions, even if the receipt or presentation of a counter-proposal, or services rendered by the Supplier (hereinafter referred to as “Products”) does not constitute acceptance of the Supplier’s general terms and conditions.

   The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

   Order releases under blanket orders within the framework of the order release planning shall become binding if the Supplier does not reject the order release in writing within working days after receipt.

   The provisions regarding quality, occupational health and safety, environmental protection and the corporate social responsibility of suppliers (Quality Assurance Agreement) form an integral component of this Agreement.

2. **Delivery**

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

   If the Supplier is responsible for installation or assembly, then - unless otherwise agreed upon - all necessary additional costs, such as travel costs, costs of tools (including scaffolding and climbing equipment), as well as compensation for unforeseen working days after receipt.

   The provisions in this section will remain in full force regardless of other indemnifications and additional agreements that are made in the event of non-compliance with agreed-upon delivery dates or other obligations stemming from the Agreement.

3. **In case the Supplier exceeds the agreed-upon delivery time without this being accepted by Bosch in advance, Bosch has the rights:**

   - Request the Supplier to make delivery of the Products by means of the fastest transportation method at his expense, as well as to claim penalty for damages in the amount of 0.5% of the agreed-upon price per week, calculated on the respective part of the Products from the agreed-upon delivery date to the time of the actual delivery, but no more than 10% of the total value of the Agreement.

4. **Accepting a late delivery or quality of Products**

   - Bosch may claim compensation under the general law provisions for the incurred damages.

   - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

5. **Accepting a late delivery or quality of Products**

   - Bosch may claim compensation under the general law provisions for the incurred damages.

   - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

6. **Accepting a late delivery or quality of Products**

   - Bosch may claim compensation under the general law provisions for the incurred damages.

   - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

7. **Accepting a late delivery or quality of Products**

   - Bosch may claim compensation under the general law provisions for the incurred damages.

   - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

8. **Accepting a late delivery or quality of Products**

   - Bosch may claim compensation under the general law provisions for the incurred damages.

   - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

9. **Accepting a late delivery or quality of Products**

   - Bosch may claim compensation under the general law provisions for the incurred damages.

   - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

10. **Accepting a late delivery or quality of Products**

    - Bosch may claim compensation under the general law provisions for the incurred damages.

    - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

11. **Accepting a late delivery or quality of Products**

    - Bosch may claim compensation under the general law provisions for the incurred damages.

    - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

12. **Accepting a late delivery or quality of Products**

    - Bosch may claim compensation under the general law provisions for the incurred damages.

    - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.

13. **Accepting a late delivery or quality of Products**

    - Bosch may claim compensation under the general law provisions for the incurred damages.

    - The Supplier is entitled to lodge his respective Notice of Objection within two weeks after receipt of the order in writing and does not confirm this in writing, Bosch has the right to cancel the order.
6. Documentation and transfer of property

6.1. The Supplier shall carry the risk of loss or damage with regard to the Products until these have been received and approved by Bosch at the agreed-upon place and time.

6.2. Unless otherwise agreed in writing, extra work and amendments will be acceptable by Bosch only if and to the extent that this has been agreed upon in writing.

7. Price

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

8. Liability for defects

8.1. Acceptance of Products shall take place subject to an inspection for defects and/or shortcomings, especially constructive and functional defects, and quality, to the extent and as soon as this is possible during the usual operational management. Discovery of any defects will be communicated by Bosch as soon as possible. Insofar, the Supplier cannot object against a delayed notification of defects.

9. Cancellation and termination

9.1. Regardless of the legal regulations concerning termination, Bosch retains the right to terminate the Agreement with immediate effect if:

- A fundamental deterioration has occurred or threatens to occur in the Supplier's circumstances and his delivery obligations to Bosch are at risk;
- Bosch finds itself in a state of insolvency (liquidation, bankruptcy, etc.);
- Bosch no longer fulfills his payment obligations;
- The Supplier infringes the existing legislation in general, and the anti-trust laws and regulations in particular.

9.2. If the Supplier has only partially fulfilled his obligations to Bosch, then Bosch retains the right to terminate the Agreement in whole or in part. Bosch is entitled to demand delivery of the remaining part of the Agreement or to terminate only the remaining part of the Agreement and retain the partial delivery.

9.3. If Bosch terminates the Agreement (in part) in accordance with this article 9, then the Supplier must compensate Bosch for the damage incurred due to the termination, unless the Supplier is demonstrably free from guilt.

10. Documentation and confidentiality

The Supplier must retain the confidentiality vis-à-vis third parties regarding all business and technical information that is provided to Bosch (including information that can be derived from the provided objects, documents or software and all other knowledge and experience), to the extent that this is of a confidential nature. Bosch may only provide this information to persons within his organization to the extent that this is required for the delivery to Bosch. Accordingly, these persons are also held to confidentiality. All of the information intended for this will remain property of Bosch. Without the prior written consent of Bosch, such information must not be reproduced or commercially exploited, except for deliveries to Bosch. Upon the request of Bosch, all information stemming from (including all copies and archives, where applicable) and borrowed objects must be immediately sent back to Bosch or destroyed in its/their entirety. Bosch reserves all rights to such information (including copyrights and the right to apply for intellectual property rights such as patents, utility models, protection of semi-conductors, etc.). In case that these rights have been successfully used by third parties, the reservation of rights also applies to the respective third parties.

11. Export Control and Customs

The Supplier is obliged to ensure appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards in particular to support the control of end-use of Products to the 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 U.S. Customs and Border Protection regulations, authorizations by the German Bundesamt für Verkehrs- und Postwirtschaft, etc., respectively issued by Bosch to enable the Supplier’s evidence to the Supplier's premises (in accordance with Article 9).

The Supplier shall be obliged to inform us about any applicable (re-)export licence requirements or restrictions for the Products under Bulgarian, European or US export control laws, respectively, and would accordingly also be obliged to inform us about any applicable (re-)export licence requirements or restrictions for the country of origin of the Products in its business documents and to send us the following information, respectively, concerning the above-mentioned requirements to ExportControlCTX2@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 (ECCN) number for the products,
- Country of origin of the Products under commercial policy
- HS Code of the products,
11.2. The Supplier is obliged to inform Bosch in a binding manner about the commercial origin or the respective preferred origin. Therefore, it shall issue a long-term Supplier’s declaration for delivery, which shall be attached to the invoice for each delivery made in accordance with the relevant valid EU implementing regulation within a period of 21 days after our demand. Furthermore, the Supplier is obliged to submit its declaration for the commercial origin or the respective preferred origin, if the commercial origin of the goods from a free-trade agreement/preferrential agreement country. The commercial origin shall be indicated on the respective commercial invoice and if required, a certificate of origin shall be issued in accordance with the respective regulations. The data shall be communicated in writing at the latest at the time of the first delivery. Changes of the origin declaration shall be noted in writing at the latest at the time of the first delivery.

12. Compliance

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

12.2. The Supplier undertakes, in line with the principles of Bosch’s business relationship with Bosch, not to make any action or omission aiming to or leading to a prevention, restriction or distortion of competition under applicable antitrust regulations. The Supplier undertakes to follow strictly the applicable anti-monopoly and anti-trust regulations.

12.3. The Supplier guarantees that it complies with the applicable labour laws and commits sub-suppliers engaged by it to the same extent. On request, the Supplier must provide evidence for compliance with this guarantee. In the event of a breach of this guarantee, the Supplier is committed to Bosch for compensation for any losses incurred.

12.4. The Supplier is obliged to comply fully with legal provisions and/or regulations regarding treatment of employees, protection of the environment and occupational health and safety conditions and is obliged to undertake efforts to lessen the negative effects of its activities on the environment and the economy. In addition, the Supplier must comply with the UN Global Compact Initiative, which above all deals with the protection of international human rights, the prevention of corruption, the abolition of all forms of forced or compulsory labor, the elimination of discrimination when leasing and hiring personnel and the responsibility to prevent corruption (see also: www.unglobalcompact.org). In the event that the Supplier breaches this provision, Bosch reserves the right to terminate all Agreements with immediate effect without owing any penalties or other types of compensation.

13. Place of performance

The place of performance is the location where the goods must be delivered in accordance with the Agreement or made available for our use or disposal in accordance with the Service provision.

14. Miscellaneous

14.1. If the provisions of these purchasing conditions and supplemental agreements are or becomes invalid or is nullified, then the remaining provisions will remain in full force. The Parties will agree on a new provision that comes as close as possible to the intent of the invalid or nullified provision. If the remaining provisions become invalid or are nullified, then the remaining provisions will remain in full force. The Parties will agree on a new provision that comes as close as possible to the intent of the invalid or nullified provision.

14.2. Without the written consent of Bosch the Supplier shall not transfer rights and obligations under the Agreement or order parts thereof to third parties. Similarly, no change of ownership of the场所 where the delivery of goods will be made is possible without the written permission of Bosch.

14.3. Any dispute stemming from and/or connected to these purchasing conditions and/or supplemental agreements shall be submitted to arbitration in accordance with the rules of the Arbitration Court in Brussels, the Award of which is final and binding.

14.4. Bosch reserves the right to bring a case against a Supplier before the court that has jurisdiction over the place of business of the Supplier or the court that has jurisdiction over the place of business of the Supplier to enforce the performance.

14.5. The Bulgarian law is applicable to all legal relationships between Bosch and the Supplier, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

14.6. Bosch Code of Business Conduct

This code of conduct contains the guidelines required by the Bosch Code of Business Conduct.

15.2. This Code can easily be accessed on the following address: https://bosch.com/media/global/sustainability/strategy/visions_and_goals/bosch-code-of-business-conduct.pdf

Special provisions for the purchase of goods

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

16. Delivery

Delivery shall be free of charge to the Delivery Place (DAP) at the latest at the time of the first delivery. The time of loading and transport that must be agreed upon with the hauler.


17. Prices and transfer of risk

Unless otherwise agreed upon, the “Delivered at Place” (DAP) terms and conditions, including packaging, are applicable.

18. Product liability and recalls

In case of damage due to product liability, the Supplier is obliged to indemnify Bosch from such a claim to the extent that the damage has been caused by a defective Product that has been delivered by the Supplier. If the cause of the damage falls within the area of responsibility of the Supplier, the Supplier is responsible for proving that the damage is not his fault.

19. Compliance with the law

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.

20. Force majeure

For the rest, the general legal provisions apply.

21. Priority to recall that can be attributed in part or in whole to a defect in a Product that has been

11.2. The supplier is obliged to inform Bosch in a binding manner about the commercial origin or the respective preferred origin. Therefore, it shall issue a long-term Supplier’s declaration for delivery, which shall be attached to the invoice for each delivery made in accordance with the relevant valid EU implementing regulation within a period of 21 days after our demand. Furthermore, the supplier is obliged to submit its declaration for the commercial origin or the respective preferred origin, if the commercial origin of the goods from a free-trade agreement/preferrential agreement country. The commercial origin shall be indicated on the respective commercial invoice and if required, a certificate of origin shall be issued in accordance with the respective regulations. The data shall be communicated in writing at the latest at the time of the first delivery. Changes of the origin declaration shall be noted in writing at the latest at the time of the first delivery.

12. Compliance

12.1. The supplier undertakes, within the framework of its business relationship with Bosch, to follow strictly the applicable anti-corruption regulations.

12.2. The supplier undertakes, in line with the principles of Bosch’s business relationship with Bosch, not to make any action or omission aiming to or leading to a prevention, restriction or distortion of competition under applicable antitrust regulations. The supplier undertakes to follow strictly the applicable anti-monopoly and anti-trust regulations.

12.3. The supplier guarantees that it complies with the applicable labour laws and commits sub-suppliers engaged by it to the same extent. On request, the supplier must provide evidence for compliance with this guarantee. In the event of a breach of this guarantee, the supplier is committed to Bosch for compensation for any losses incurred.

12.4. The supplier is obliged to comply fully with legal provisions and/or regulations regarding treatment of employees, protection of the environment and occupational health and safety conditions and is obliged to undertake efforts to lessen the negative effects of its activities on the environment and the economy. In addition, the supplier must comply with the UN Global Compact Initiative, which above all deals with the protection of international human rights, the prevention of corruption, the abolition of all forms of forced or compulsory labor, the elimination of discrimination when leasing and hiring personnel and the responsibility to prevent corruption (see also: www.unglobalcompact.org). In the event that the Supplier breaches this provision, Bosch reserves the right to terminate all Agreements with immediate effect without owing any penalties or other types of compensation.

13. Place of performance

The place of performance is the location where the goods must be delivered in accordance with the Agreement or made available for our use or disposal in accordance with the Service provision.

14. Miscellaneous

14.1. If the provisions of these purchasing conditions and supplemental agreements are or becomes invalid or is nullified, then the remaining provisions will remain in full force. The parties will agree on a new provision that comes as close as possible to the intent of the invalid or nullified provision. If the remaining provisions become invalid or are nullified, then the remaining provisions will remain in full force. The parties will agree on a new provision that comes as close as possible to the intent of the invalid or nullified provision.

14.2. Without the written consent of Bosch the supplier shall not transfer rights and obligations under the Agreement or order parts thereof to third parties. Similarly, no change of ownership of the place where the delivery of goods will be made is possible without the written permission of Bosch.

14.3. Any dispute stemming from and/or connected to these purchasing conditions and/or supplemental agreements shall be submitted to arbitration in accordance with the rules of the Arbitration Court in Brussels, the Award of which is final and binding.

14.4. Bosch reserves the right to bring a case against a supplier before the court that has jurisdiction over the place of business of the supplier or the court that has jurisdiction over the place of business of the supplier to enforce the performance.

14.5. The Bulgarian law is applicable to all legal relationships between Bosch and the supplier, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

14.6. Bosch Code of Business Conduct

This code of conduct contains the guidelines required by the Bosch Code of Business Conduct.

15.2. This Code can easily be accessed on the following address: https://bosh.com/media/global/sustainability/strategy/visions_and_goals/bosch-code-of-business-conduct.pdf

Special provisions for the purchase of goods

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

16. Delivery

Delivery shall be free of charge to the delivery place (DAP) at the latest at the time of the first delivery. The time of loading and transport that must be agreed upon with the hauler.


17. Prices and transfer of risk

Unless otherwise agreed upon, the “Delivered at Place” (DAP) terms and conditions, including packaging, are applicable.

18. Product liability and recalls

In case of damage due to product liability, the supplier is obliged to indemnify Bosch from such a claim to the extent that the damage has been caused by a defective Product that has been delivered by the supplier. If the cause of the damage falls within the area of responsibility of the supplier, the supplier is responsible for proving that the damage is not his fault.

19. Compliance with the law

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.

20. Force majeure

For the rest, the general legal provisions apply.

21. Priority to recall that can be attributed in part or in whole to a defect in a Product that has been
Special conditions for service 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.

19. General Information

19.1. The Supplier must perform the services on its own. Subcontracting is only possible with the prior written consent of Bosch. Further use of subcontractors is not allowed.

19.2. In particular but not limited to performance requirements, technical characteristics and objectives that are stipulated by Bosch cannot be modified by the Supplier's own technical or economic conditions, even if these lead to better fulfillment of the stipulated performance requirements, characteristics, objectives, etc. in the way of the solution of, or 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 Bosch of this without delay. Additional services or modifications that are not covered by this contract will generally not be compensated and cannot be the subject of a request for indemnification.

20. Services

20.1. Services must be performed in compliance with the contractually agreed-upon stipulations, including all documents that are a part of the description.

20.2. The Supplier shall ensure that its employees 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 maintenance and inspection tasks even if such maintenance and inspection tasks can be carried out as easily as possible.

20.3. When executing an order, if these have been expressly approved in writing. Additional costs will only be compensated by Bosch if these have been expressly approved in writing.

21.2. The above-mentioned remuneration covers all costs incurred, services rendered and rights held by the Supplier. The provisions of the agreement will only be made after the acceptance of the services in accordance with the agreed-upon payment conditions.

22. Execution of activities

22.1. Persons who execute activities within the scope of the agreement and the offices of Bosch must comply with the regulations of the office in question. Bosch is not liable for accidents that involve employees or subcontractors. The Supplier must ensure that its employees are properly insured.

22.2. The parties agree that the aforementioned instructions shall not compromise the authority of the Supplier and/or its subcontractor(s) as an employer. The Supplier will be solely in charge in connection with the performance of the Agreement with regard to the items indicated below.

- the service of the Schedule/assignment to be performed and internal results;
- opening and closing dates of, the work orders and deadlines for the execution of the offer.

22.3. Bosch provides instructions to personnel who are subject to an employment contract with the Supplier and/or its subcontractor(s) as an employer vis-a-vis the respective employees who are subject to an employment contract, and shall under no circumstances form part of Bosch's right to issue instructions pursuant to the terms of the agreement.

23. Instructions' right

23.1. Bosch shall notify the Supplier in writing of any modifications or changes of the work orders and deadlines for the execution of the offer. If changes or improvements to the object in question or to the scope of the services to be performed are necessary or appear to be fitting for whatever reason, then the Supplier will notify Bosch of this without delay. Additional services or modifications that are not covered by the agreement will generally not be compensated and cannot be the subject of a request for indemnification.

24. Supervision and quality of employees

24.1. The Supplier is responsible for the daily management and supervision of the execution of the services and the performance of the obligations. The Supplier shall ensure that all qualified employees are properly instructed and trained in the tasks of their employment categories (e.g., training and expertise. Experience. The Supplier will not replace these employees without prior written consent from Bosch, which will not be withdrawn for unreasonable grounds. The Supplier will replace one or more of his employees without delay if Bosch requires this on reasonable grounds, e.g., because the employees of the Supplier are not suitable for their task in Bosch's opinion or are acting contrary to the obligations of the agreement. The Supplier must comply with the legal obligations for all workers present at the work site.
Fulfilment, acceptance and Intellectual property

28.2. Bosch retains the right to monitor this.

28.1. BoschGroup Bulgaria_TermsAndConditions of Purchase_BG-EN