

# BOSCH ESPAÑA

## General Terms and Conditions of Purchase

Applicable to business transactions with companies, legal entities under public law and special funds under public law in order to regulate Bosch purchasing processes within the framework of Bosch business operations.

### 1. General

These terms and conditions of purchase apply to purchases of goods and services made by the Bosch group companies (each of them individually hereinafter referred to as Bosch). They apply exclusively; general business terms and conditions of the supplier conflicting with or deviating from these Terms and Conditions of Purchase are only recognized insofar as Bosch expressly agrees to them in writing. Acceptance or payment of goods and services from the supplier (hereinafter referred to as Products) does not constitute agreement even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of contract of the supplier. Similarly, any terms and conditions of contract of the supplier previously agreed upon that conflict with or supplement these Terms and Conditions of Purchase shall no longer be recognized.

### 2. Conclusion of and Modifications to the Contract

- 2.1 Orders, contracts and order releases as well as modification and supplements thereto must be placed and made in writing.
- 2.2 Oral agreements of any kind, including subsequent modifications and supplements to these Terms and Conditions of Purchase, must be confirmed by Bosch in writing to become effective.
- 2.3 The written form requirement is also deemed complied with if communications are sent by telefax, remote data transmission or e-mail.
- 2.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed.
- 2.5 Bosch is entitled to cancel the order if the supplier does not accept the order within two weeks of receipt thereof.
- 2.6 Order releases within the framework of order and order release planning become binding if the supplier does not object within two working days of receipt thereof.
- 2.7 The Packaging Specifications and the Bosch Logistics Manual shall apply to contracts (can be viewed in the download area of Purchasing and Logistics at [www.bosch.de](http://www.bosch.de)).
- 2.8 For work and services, the supplementary Terms and Conditions of Purchase for Work and Services of Robert Bosch GmbH shall apply (can be viewed in download area of Purchasing and Logistics at [www.bosch.com](http://www.bosch.com)).

### 3. Delivery

- 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 by Bosch. Unless delivery "free at factory gate" is agreed (DAP or DDP Incoterms 2010), the supplier shall make the goods available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.
- 3.2 If the supplier is responsible for set-up or installation, the supplier shall bear all the necessary expenses such as travel expenses, provision of tools and daily allowances.
- 3.3 The provisions of statute shall apply if agreed dates are not met. If the supplier anticipates difficulties with respect to production, the supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with supplier's ability to deliver punctually or to deliver the agreed quality, the supplier must immediately notify Bosch's ordering department.
- 3.4 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies pending full payment of the amounts owed by Bosch for the delivery or service in question.
- 3.5 Partial deliveries are inadmissible in principle, unless Bosch expressly agreed to them or can reasonably be expected to accept them.
- 3.6 The values established by Bosch during the incoming goods inspection shall determine the quantities, weights and measurements subject to the reservation of different values being proved.
- 3.7 Unless otherwise stipulated in the supplementary Terms and Conditions of Purchase for Software, Bosch shall, alongside with the delivery, receive simple rights of use, unrestricted in terms of time and territory, to use software belonging to the scope of delivery. Bosch permissible use encompasses, in particular, duplication, loading and running the software.
- 3.8 It also encompasses sublicensing, renting and every other form of passing the software on to companies affiliated to Bosch with the meaning of article 42 of the Spanish Commercial Code, as well as to Bosch's subcontractors in charge of manufacturing Bosch's products and in this context require a right to use the software. The

permissible use also encompasses the transmission of the software as part of a hardware product for customers and the granting of usage rights hereto, insofar as this is necessary for the use of the hardware.

- 3.9 Bosch has also the right to use the software provided, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the Product in accordance with the agreement. Bosch has also the right to make a reasonable number of backup copies.
- 3.10 The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH, as well as the supplementary Terms and Conditions for Products related to Open Source Software apply to software (both can be viewed in the download area of Purchasing and Logistics at [www.bosch.de](http://www.bosch.de)).

### 4. Force Majeure

- 4.1. The existence of force majeure, interruptions of business activity not involving any fault by Bosch, disturbances, administrative measures and other unavoidable events will exempt Bosch, while such circumstances persist, from the obligation to accept deliveries. During such events and for a two-week period thereafter, Bosch will be entitled to withdraw from the contract in whole or in part, provided that such events are not of inconsiderable duration and our requirements are considerably reduced as the goods have to be procured elsewhere as a result thereof.
- 4.2. The provisions of section 4.1 also apply in the case of labor disputes.

### 5. Advice of Dispatch and Invoice

The details in the orders and order releases issued by Bosch shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments.

### 6. Pricing and Passing of Risk

Unless otherwise agreed, the prices are "Delivered at Place" (DAP @ Incoterms 2010) including packaging. The price does not include IVA (*Impuesto sobre el Valor Añadido* - Value Added Tax). The supplier bears all risks of loss or of damage to the goods until the goods are received by Bosch or by its representative at the location to which the goods are to be delivered in accordance with the contract.

### 7. Payment Terms

Unless otherwise agreed, the invoice shall be paid within 60 days from the receipt of the goods or performance of the service. Payment is subject to invoice verification.

### 8. Notification of Defects.

- 8.1 An examination is conducted by Bosch at incoming of the goods only to establish whether there is any obvious damage, in particular transport damage and discrepancies in terms of the identity or quantity of the delivery, except as otherwise agreed with the supplier in a Quality Assurance Agreement.
- 8.2 Bosch will give notice of any defects found without undue delay after their discovery.
- 8.3 To this extent, the supplier waives the objection to delayed notification of defects.

### 9. Claims based Defects

- 9.1 The provisions of statute relating to defects as to quality and defects of title apply except insofar as not otherwise provided hereinbelow.
- 9.2 Bosch has the right to select a type of supplementary performance. 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 the claim based on defects. The supplier may refuse the type of supplementary performance selected by Bosch if it is only possible at disproportionate expense.
- 9.3 In the event that the supplier does not commence rectifying the defect after Bosch's request to remedy it, in urgent cases, after a reasonably short period of time for remedy, especially to ward off acute danger or to prevent greater damage, Bosch will be entitled to undertake such rectification by itself or to have it undertaken by a third party at the expense of the supplier.
- 9.4 The supplier shall also hold Bosch harmless from any claims by third parties based on the violation of third-party rights by the Product, unless the supplier can prove that it is not accountable for the violation. Additionally, the supplier shall, upon request, immediately provide Bosch with the information and documents

- on its services required for the defence against such third-party claims.
- 9.5 The limitation period for indemnity claims is 5 years as far as it refers to personal claims according to article 1964 of the Spanish Civil Code. The limitation period for indemnity claims begins when the performance of the obligation can be enforced.
- 9.6 If the supplier performs its obligation to effect supplementary performance by supplying a substitute product, the statute of limitations of the goods delivered in substitution shall start to run 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 good will, to avoid disputes or in the interests of continuation of the delivery relationship.
- 9.7 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 a defective product, Bosch incurs costs and expenses in connection with the repair or replacement of the Product which Bosch was entitled to reasonably make, in particular costs and expenses for sorting, for an incoming goods inspection exceeding the regular scope, for an examination and analysis of the defect, as well as costs for the involvement of external or internal employees, the supplier shall bear these costs unless the supplier is not responsible for the defect.
- 9.8 Insofar as automotive manufacturers, acting as Bosch's customers, use a reference market procedure or a procedure similar to those existing in the automotive industry, for determining and settling warranty claims against Bosch due to defective Bosch products, this procedure shall also apply to the relationship between the supplier and us if the defect is attributable to the supplier's products.
- 9.9 The supplier is accountable for the fault of its sub-suppliers as it is for its own fault.
- 10. Product liability and Recall**
- 10.1 In the event a product liability claim is asserted against Bosch, the supplier is obliged to hold Bosch harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied by the supplier. In cases of liability based on fault, this only applies, however, if the supplier is at fault. Insofar as the cause of the damage falls within the area of responsibility of the supplier, the supplier must prove that it is not at fault.
- 10.2 In the cases of section 10.1 above, without prejudice to the provisions of Article 1,168 of the Spanish Civil Code, the supplier assumes all costs and expenses, unless the costs are not necessary and adequate.
- 10.3 Otherwise, the statutory provisions shall apply.
- 10.4 Prior to any recall action which is partially or wholly due to a defect in a Product supplied by the supplier, Bosch shall notify the supplier, give the supplier the opportunity to collaborate and 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 a Product supplied by the supplier, except the supplier is not accountable for the defect.
- 11. Rights of Withdrawal and Termination**
- 11.1 In addition to its right to terminate a contract due to a serious breach of the obligations arising from it, Bosch may withdraw or terminate the contract with immediate effect if:
- the threat of a fundamental deterioration in the financial relationships of the supplier arises or exists, and as a consequence there is a risk that the supplier will not fulfil its obligation of supply to Bosch;
  - the Product is completely or partially lost before its delivery, even by an accident that is unforeseen or not the fault of the supplier, although, in the case of partial loss, Bosch may choose to claim the existing part by paying its price in proportion to the total agreed.
- 11.2 If the supplier has committed to the delivery of a certain quantity of products or to the provision of a specific service, Bosch will not be obliged to receive a part thereof. If Bosch accepts the partial delivery, it may terminate the contract regarding the pending part or request fulfilment of the contract for it.
- 11.3 If the supplier does not deliver the Product within the stipulated period, Bosch may request fulfilment or termination of the contract and, in either case, claim damages.
- 11.4 Statutory rights and claims shall not be limited by the regulations included in this Section 11.
- 12. Conducting Work**
- Suppliers who carry out work on Bosch's factory premises in fulfilment of the agreement must observe the statutory law and regulations as well as the plant regulations. The supplier is obliged to name a person in charge for the fulfilment of the order

who ensures the supervisory and control duty. The supplier's person in charge is obliged to check with the coordinator before carrying out the work in order to set up suitable safety precautions and to inform Bosch and affected third parties about mutual threats. Suppliers are responsible for the instruction and safety of their employees and subcontractors as well as for securing hazards against third parties. The supplier may only use suitable and sufficiently qualified employees and safe working equipment within the plant's premises. Any accidents occurring on the plant's premises must be reported to Bosch immediately.

**13. Provisions of Materials**

Materials, parts, containers and special packaging handed over by Bosch, either against payment or free of charge, remain Bosch's property ("Provisions"), in the former case up to its final payment. The supplier may only use the Provisions, in accordance with the specifications of Bosch, for its processing and/or assembling for Bosch. It is agreed that Bosch is co-owner of the products manufactured with Provisions in proportion to the value of the Provisions in relation to the value of the whole product. The supplier shall keep such products safe for Bosch to this extent. Bosch reserves the right to joint ownership of the products manufactured using the Provisions pending settlement in full of the claims accruing through the Provisions. The supplier has the right to on-sell the products manufactured using the Provisions in the normal course of business subject to reservation of title. The supplier assigns to Bosch, in full and with immediate effect, all of the claims and ancillary rights accruing to the supplier from such sale, the assigned claims serving as security for the claims accruing to Bosch through the Provisions. The supplier has the right to collect the assigned claims. Bosch may revoke the supplier's rights pursuant to this section 13 if: a) the supplier fails to perform its obligations towards Bosch; b) the supplier is in default of payment; or c) the supplier stops making its payments. Should the value of the security existing for Bosch exceed the value of its claims by more than 10 % on aggregate, Bosch shall release the value correspondingly on request by the supplier.

**14. Documentation and Confidentiality**

- 14.1 The supplier will maintain confidentiality regarding any commercial or technical information that Bosch has made available to it (including features that are derived from objects, documents or software provided, as well as 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 facility who necessarily need to be involved in the use thereof for the purpose of delivery to Bosch and who are also committed to confidentiality. The information remains Bosch's exclusive property. Without Bosch prior written consent, such information must not be duplicated or commercially exploited but for deliveries Bosch. At Bosch's request, all information originating from Bosch (if appropriate also including any copies or records made) and loaned items must be, without undue delay, destroyed or returned to Bosch in its entirety. Bosch reserves all rights to such an information (including copyright and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). If access to such an information has been granted to Bosch by third parties, the reservation of rights also applies for the benefit of such third parties.
- 14.2 Products manufactured in accordance with documents drafted by Bosch, such as drawings, models and the like, or based on Bosch confidential data or made with Bosch's original tools or copies thereof, may not be used by the supplier for its own use or be offered or supplied to third parties. All of the foregoing will also apply to Bosch printing orders.

**15. Export Control and Customs**

- 15.1 The supplier is obliged to inform Bosch about any applicable (re-)export licence requirements or restrictions for the Products under national, 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 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 Products under commercial policy
  - HS Code of the products

- A contact person in its organisation to resolve any inquiries
- 15.2 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 Bosch in taking necessary measures to maintain the authorization as Authorized Economic Operator (AEO). The supplier is obliged to provide appropriate evidence, e.g. through authorizations or declarations, security declarations, declarations within the scope of C-TPAT or similar programs. Bosch or a third party instructed by Bosch are entitled to examine the supplier's evidence at the supplier's premises, in accordance to this section.
- 15.3 The supplier is obliged to inform Bosch in a binding manner about the commercial origin or the respective required preferential origin. Therefore, it shall issue a long-term supplier's 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 Bosch's demand. Further, the supplier ensures to enclose the respective required proof of origin for deliveries 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 notified to us in writing.
- 15.4 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 complete and correct import customs declaration. Regarding the invoice, the following shall be considered:
- Additionally, costs not included in the goods price (e.g. research and development costs, licence 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 obliged to declare a value, which reflects a fair market price as well as the note 'For Customs Purpose Only' in the pro forma invoice. Additionally, the invoice or delivery note must also state the reason for the free of charge delivery (e.g. "free shipment of samples").
- 15.5 The supplier must support Bosch by all available means to reduce or minimize Bosch's payment obligations regarding customs duties or costs for customs clearance.
- 15.6 Notwithstanding any other rights and without any liability to the supplier, Bosch is entitled to withdraw from the affected contract or to terminate it without notice in case the supplier repeatedly fails to fulfil its obligations under section 15.1-15.5.
- 16. Compliance**
- 16.1 The supplier undertakes, within the scope of its commercial relations with Bosch, not to offer or grant, encourage or accept any benefit in its commercial relations or when negotiating with public officials, which contravene the anti-corruption regulations.
- 16.2 The supplier undertakes, within the scope of its commercial relations with Bosch, not to reach agreements or to follow practices agreed with other companies intended to cause an impediment, limitation or distortion of competition in accordance with anti-trust regulations.
- 16.3 The supplier guarantees that it will comply with the applicable laws governing the general minimum wage and commit sub-contractors engaged by it to the same extent. At the request of Bosch, the supplier will demonstrate compliance with the above guarantee. In the event of a breach of the foregoing guarantee, the supplier shall hold Bosch harmless from all third party claims and shall reimburse any fines imposed on Bosch in this respect.
- 16.4 The supplier shall comply with the respective statutory provisions governing employee relations, environmental protection and occupational health and safety and will work on reducing the adverse effects of its activities on human beings and the environment. In this respect, the supplier will 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 Code of Conduct for business partners (<http://purchasing.bosch.com/en/de/responsibility/compliance/compliance.html>) and the principles of the United Nations Global Compact Initiative, which refer to the protection of international human rights, the abolition of forced labour and child labour, the elimination of discrimination when employing staff and environmental responsibility ([www.unglobalcompact.org](http://www.unglobalcompact.org)).
- 16.5 In the event of alleged infringement of the obligations under sections 16.1 to 16.4, the supplier must investigate any infringement without undue delay and inform Bosch of the investigative measures adopted. If the suspicion proves to be justified, the supplier must inform Bosch within a reasonable time of the measures it has taken internally to prevent other infringements in the future. If the supplier fails to comply with these obligations within a reasonable period, Bosch will be entitled to withdraw from the contracts entered into with the supplier or to terminate them with immediate effect.
- 16.6 In the event of serious infringements of the law by the supplier and in the event of violation of the provisions of sections 16.1 to 16.4, Bosch may withdraw the contracts in force or terminate them without prior notice.
- 17. Place of Performance**
- Unless otherwise agreed, the place of performance is the place to which the goods are to be delivered in accordance with the contract or where the service is to be rendered.
- 18. Miscellaneous**
- 18.1 If one of the provisions of these Terms and Conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 18.2 The contractual relationships shall be governed exclusively by Spanish law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.3 The venue for all legal disputes arising either directly or indirectly out of contractual relationships based on these Terms and Conditions of Purchase shall be the city of Madrid, unless in those cases provided by Article 52, 1, 14 of the Spanish Civil Procedure Law.