**Robert Bosch AG**
**Terms and Conditions of Purchase**

## 1. General

1.1 Our Terms and Conditions of Purchase shall apply exclusively; general business terms and conditions of the supplier conflicting with or deviating from our Terms and Conditions of Purchase are only recognized insofar as we would have expressly agreed to their application in writing. Our Terms and Conditions of Purchase shall apply even if, with knowledge of conflicting or deviation purchase terms of the supplier, we accept deliveries of products and services of the supplier (hereinafter: referred to as Products) or pay for these.

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

2.1 Contracts, orders and order releases as well as modifications and amendments to these must be placed and made in writing; orders and order releases may also be placed by remote data transmission or fax transmission.

2.2 Verbal agreements before or upon the conclusion of the contract shall only be effective if confirmed by us in writing.

2.3 Verbal agreements after the conclusion of the contract, in particular subsequent modifications and amendments to our Terms and Conditions of Purchase - including this clause on the written form - as well as subsidiary agreements of any type shall only be effective if confirmed by us in writing.

2.4 Cost estimates are binding and are not to be compensated, unless otherwise agreed expressly in writing.

2.5 The supplier must confirm each purchase order within two weeks since the receipt of the order, otherwise we are entitled to cancel the order at any time. Order releases are binding unless we receive written contradiction from the supplier within five working days (in Zuchwil, Switzerland) since the receipt (fax transmission is sufficient).

2.6 The Agreement of Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility for Suppliers (Quality Assurance Agreement), the Logistics Manual and the Delivery and Packaging Specifications of Robert Bosch GmbH form an integral part of the contract.
The terms regarding the place of jurisdiction and the applicable law as per articles 15.2 and 15.3 hereinafter shall remain reserved.

## 3. Delivery

3.1 Deliveries deviating from contracts and orders and order releases regarding type, quality, number of items, quantity, dimensions and weights of the Products are only permissible given our prior written approval. The values we determine at our incoming goods control shall be relevant.

3.2 Agreed periods and deadlines are binding. The compliance with the delivery date deadline shall be determined by the date of receipt of the Products at the place of performance. If delivery "free works" (DAP or DDP as per Incoterms 2010) has not been agreed upon, the supplier shall make the Products available in due time, taking into account of the time for loading and shipment to be agreed with the forwarder.

3.3 If the supplier is responsible for set-up and/or installation, the supplier shall bear all the necessary incidental costs such as travel expenses, provision of tools and personnel etc. unless otherwise agreed in writing.

3.4 Delivery dates are to be respected without fail. In the event of non-compliance, the supplier shall be considered in default without warning notice. If the sup-plier anticipates difficulties with respect to the production process, procurement of materials, compliance with delivery dates of parts supplied by third par-ties or similar circumstances that might prevent him from respecting the agreed criteria of quality and quantity, the supplier shall be obliged to notify our ordering department without delay.

3.5 We shall be entitled to refuse premature deliveries without thereby waiving our right to insist on delivery on schedule.

3.6 The unconditional acceptance of an unscheduled delivery shall not be deemed to constitute a waiver to our right to claim damages for any losses incurred.

3.7 Partial deliveries shall be unacceptable, unless expressly agreed by us in writing.

3.8 We have the right to use any software forming part of the Products, including their documentation, within the agreed characteristics of performance and as required for use of the Products in accordance with the contract. We shall have the right to make up a backup copy without express agreement.

## 4. Place of Performance, Passing of the Risk

4.1 The place of performance shall be the place where delivery is required according to the order.

4.2 The products are at the supplier's risk up until the moment of acceptance by us or by our authorized representative at the place of delivery stipulated as per Incoterms 2010.

## 5. Force Majeure

5.1 Force majeure, labour disputes, operational disturbances without fault, political unrest, measures implemented by public authorities or any other events be-yond somebody's control shall entitle us - without prejudice to our other rights - to withdraw for the whole or part of the contract, given that these events are not of inconsiderable duration and/or result in a significant decrease in our requirements.

5.2 In which case we shall reimburse the supplier with the costs of transport to and from the place of delivery if the supplier cannot be notified in due time and as a consequence the transport cannot be cancelled in due course.

## 6. Advice of Dispatch and Invoice

6.1 The advice of dispatch must be sent in accordance with our specifications in the purchase orders and order releases.

6.2 Delivery notes and packing slip in duplicate shall accompany each consignment. The documents must contain: order number, quantity and number of units, gross, net and if applicable calculated weight, designation of article with our article number as well as the residual amount in the case of partial deliveries. As for freight consignments, a dispatch advice shall be addressed to us on the day of dispatch.

6.3 A single copy of the invoice shall be sent to the address indicated in our order, stating the invoice number, the VAT number and the authorisation number. A copy of the invoice shall also accompany the delivery.

6.4 In the absence of an agreement to the contrary, the prices are quoted "Delivered at Place" (DAP Incoterms 2010) packaging included. Value added tax (VAT) is not included.

## 7. Terms of Payment

7.1 Unless otherwise agreed, payment of the invoice shall be effected either within 20 days subject to deduction of a 3% discount or within 60 days without any deduction, with effect from taking delivery of the Products and receipt of the invoice. Acceptance of the products shall be a precondition of any payment.

**8. Inspection, Warranty, Limitation**

8.1 We reserve the right to take delivery of the Products only after inspecting these for their accuracy and suitability.
Our inspection at delivery is restricted to the type and number of items. We are under no further obligation to inspect, in particular it will be assumed that the quality control has taken place according to the test plan and quality agreement.

8.2 Regardless of whether faults or defects are (objectively) immediately recognisable or hidden, we shall have the right to object within 30 days to any such faults or defects recognised within the warranty period and demand at our own option either cancellation of the contract (rescission of the whole transaction) or a reduction of the contract price or delivery of Products in conformity with the contract free of charge or making good of any defects free of charge.
In all cases, we reserve the right to claim damages. This claim refers to any direct and indirect damage, including consequential damage.

8.3 The warranty period shall be 24 months; its course shall begin at the time of taking delivery of the Products. Claims based on the warranty are time-barred one year after notification of defect to be made within the warranty period.

**9. Product Liability**

9.1 In the event a Product Liability claim is asserted against us, the supplier is obliged to hold us harmless form 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 shall only apply if the supplier is at fault. Insofar as the cause of the damage falls within the area of responsibility of the supplier, the supplier shall have to prove that it is not at fault.

9.2 In a case of indemnity for Product liability, the supplier shall assume all costs and expenses, including any costs for legal defence and/or recall campaigns. In all other respects the provisions of statute shall apply.

**10. Execution of Work**

10.1 Persons who carry out work in or on our premises in execution of the contract are obliged to observe the respective plant regulations. We shall not be liable for accidents to these persons in or on our premises except for cases of intention or gross negligence to be proven by the claimant.

**11. Provision of Materials**

11.1 Materials, parts, containers and special packaging provided by us shall remain our property. These may only be used as designated. The processing of materials and the assembly of parts shall be carried out for us. It is agreed that we are the co-owners of the products manufactured using our materials and parts in proportion of the value of the provided materials or parts to the value of the whole product, which insofar shall be kept in safe custody for us by the supplier.

**12. Documentation and Confidentiality**

12.1 All business or technical information made available by us (including features that may be derived from objects, documents or software provided by us to the supplier, as well as any other knowledge or experience) shall remain our exclusive property and shall be kept secret from third parties as long and to the extent that such information is not proven public knowledge. Such information may only be divulged to persons in the supplier's business facility who necessarily need to be involved in the use thereof and who are committed to confidentiality. Such information may not be reproduced or used for commercial purposes - other than deliveries to us - without our prior written consent.

12.2 At our request, all information originating from us (including any copies or records thereof) and loaned items shall be returned to us in their totality without delay or be destroyed. We reserve all rights to such information (including copyrights and the right to file for industrial property rights such as patents, utility models etc.). If such rights have been made available to us by third par-ties, this reservation shall also apply for the benefit of such third parties.

12.3 If the supplier performs contractual services on the basis of documents pre-pared by us, such as drawings, models or suchlike, or based on our confidential information or with our tools or tools modelled on our tools, the supplier may neither make use of these itself nor offer them or make them available in any way to third parties. This shall also apply analogously to our printing orders.

**13. Export Control and Customs**

13.1 The supplier shall be obliged to inform us about any applicable (re-)export licence requirements for the Products under Swiss, German, 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. Therefore, at least in his offers, order confirmations and invoices the supplier shall provide the following information with respect to the Products:

- the Export Control Number in accordance with the Swiss Goods Control Regulation (GCR) of June 25, 1997 or comparable list items of applicable export control lists
- ECCN (Export Control Classification Number) for US goods (including technology and software) pursuant to the US Export Administration Regulations (EAR)
- country of origin of the Products and of the components thereof, including technology and software
- whether the Products were transported through the USA, were manufactured or stored in the USA, or were manufactured by using US technology
- the Harmonized System code (HS code) of the Products
- the details of a contact person in its company for the event of any queries from us.

13.2 Upon our request the supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform us on all changes to such data without undue delay and prior to supply to us.

**14. Compliance**

14.1 The supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Further, the supplier shall comply with the principles of the UN Global Compact Initiative relating basically to the protection of inter-national human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: www.unglobalcompact.org.

14.2 In the event that a supplier repeatedly violates the law and/or violates the law despite being given respective advice, and fails to evidence that the violation of the law has been cured as far as possible and that appropriate precautions have been taken to avoid violations of the law in future, we reserve the right to terminate or withdraw from existing contracts without notice.

**15. Place of Jurisdiction; Applicable Law**

15.1 Should any one of the provisions of these Terms and Conditions of Purchase and/or of possible additional agreements entered into should be or become ineffective, this shall not affect the validity of the remaining provisions. The parties hereto shall be obliged to replace the ineffective provision by a provision that approximates most closely the economic intent of the ineffective pro-vision.

15.2 The venue for all legal disputes arising either directly or indirectly out of contractual relationships based on these Conditions of Purchase shall be Zuchwil (Switzerland). We further have the right to take legal action against the supplier at a court with jurisdiction over the registered office or branch office of the supplier or at the court with jurisdiction over the place of performance at our discretion.

15.3 The contractual relationships shall be governed exclusively by Swiss law to the exclusion of the conflict of law provisions and the UN Convention on Con-tracts for the International Sale of Goods (CISG).