

# General Terms and Conditions of Purchase

## Definitions and Interpretation

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

**“Authorised Service Recipients”** such of Bosch’s ultimate holding company and all subsidiaries of its ultimate holding company as may be notified by Bosch to the Supplier from time to time.

**“Bosch”** Robert Bosch Limited (company number SC013418) whose registered office is at c/o Bosch Rexroth, Viewfield Industrial Estate, Glenrothes KY6 2RD.

**“Bosch’s Equipment”** any equipment, dies, moulds, tooling, systems, cabling or facilities provided by Bosch and used directly or indirectly in the supply of the Products.

**“Business Day”** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**“Conditions”** these General Terms and Conditions of Purchase.

**“Contract”** the Supplier’s quotation for Products and Bosch’s subsequent acceptance of it under condition 2.2.

**“Deliverables”** all Documents, products and materials developed by the Supplier or its agents, subcontractors and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**“Documents”** includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, pattern, picture or other image, tape, disk or other device or record embodying information in any form.

**“Goods”** any goods agreed in the Contract to be bought by Bosch from the Supplier (including any part or parts of them).

**“In-put Material”** all Documents, information and materials provided by Bosch relating to the Products including (without limitation), computer programs, data, reports and specifications.

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

**“New Supplier”** means another party chosen by Bosch to take over the provision of all or part of the Services on termination of the Contract.

**“Products”** means the Goods and/or Services.

**“Returning Employees”** those persons listed in a schedule to be agreed by the parties prior to the Subsequent Transfer Date who it is agreed were employed by the Supplier wholly and/or mainly in the Services immediately before the Subsequent Transfer Date.

**“Services”** any services to be provided by the Supplier under the Contract, and the Supplier’s obligations under the Contract, together with any

other services which Bosch agrees to take from the Supplier.

**“Subsequent Transfer Date”** means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the Supplier and Bosch and/or a New Supplier (as the case may be).

**“Supplier”** means the person, firm or company who supplies Products to Bosch.

**“Supplier’s Equipment”** any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Products which are not the subject of a separate agreement between the parties under which title passes to Bosch.

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**“VAT”** value added tax chargeable under English law for the time being and any similar additional tax.

**“WEEE Directive”** EC Directive 2002/96/EC on waste electrical and electronic equipment (WEEE) and shall include any applicable laws or regulations which implement the same in England and Wales.

## 1. General Provisions

- 1.1 The headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

## 2. Acknowledgement and Acceptance

- 2.1 These Conditions shall:
  - (a) replace Bosch’s previous Conditions of Purchase from the date they are provided to the Supplier save that any variation made to the previous Conditions of Purchase in accordance with those Conditions of Purchase shall remain effective as if that variation expressly referred to these Conditions;
  - (b) apply to and be incorporated into the Contract; and
  - (c) prevail over any inconsistent terms or conditions contained, or referred to, in the Supplier’s quotation, confirmation of order, or specification, or other Document supplied by the Supplier, or implied by trade custom, practice or course of dealing.
- 2.2 The Supplier’s quotation for Products constitutes an offer by the Supplier to supply the Products on these Conditions. No offer placed by the Supplier shall be accepted by Bosch other than by Bosch issuing a written and executed purchase order, at which point the supply and purchase of the Products on these Conditions will be established. The Supplier’s standard terms and conditions (if any) attached to, enclosed with or referred to in any quotation, specification or other Document shall not govern the Contract.

### 3. Commencement and Duration

- 3.1 Unless otherwise agreed by the parties in writing, the Products supplied under the Contract shall be provided by the Supplier to Bosch from the date of acceptance by Bosch of the Supplier's offer in accordance with condition 2.2.
- 3.2 Subject to condition 16 the Products supplied under the Contract shall continue to be supplied unless and until the Contract is concluded or terminated by one of the parties giving to the other not less than three months' notice.

### 4. Supplier's Responsibilities

- 4.1 The Supplier shall provide the Products, and deliver the Deliverables to Bosch or to any Authorised Service Recipients, in accordance with the Contract and shall allocate sufficient resources to the Products to enable it to comply with this obligation.
- 4.2 Unless otherwise agreed, the Goods shall be delivered during Bosch's normal business hours, carriage paid, to Bosch's place of business or to such other place of delivery as is agreed by Bosch in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk as directed by Bosch.
- 4.3 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows, among other things, Bosch's purchase order number, Purchase Order line number, date of Contract, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.4 The Supplier shall meet, and time is of the essence as to, any performance dates (including delivery dates) specified in the Contract. If the Supplier fails to do so, Bosch may (without prejudice to any other rights it may have):
- (a) terminate the Contract in whole or in part without liability to the Supplier;
  - (b) refuse to accept any subsequent performance and/or supply of the Products which the Supplier attempts to make;
  - (c) purchase substitute products from elsewhere;
  - (d) hold the Supplier accountable for any loss and additional costs incurred; and
  - (e) have all sums previously paid by Bosch to the Supplier under the Contract refunded by the Supplier.
- 4.5 The Supplier shall:
- (a) co-operate with Bosch in all matters relating to the Products;
  - (b) use reasonable skill and care in the performance of the Services;
  - (c) observe, and ensure that all employees, consultants, agents and subcontractors which it engages in relation to the Products observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Bosch's premises and that have been communicated to it under condition 5.1(d). The Supplier shall not be liable under the contract if, as a result of such observation, it is in breach of any of its obligations under the Contract. Bosch reserves the right to refuse such persons access to Bosch's premises, which shall only be given to the extent necessary for the performance and/or supply of the Products;

- (d) notify Bosch as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Products; and
- (e) before the date on which the Services are to start and/or the Goods are to be supplied, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
  - (i) the Products;
  - (ii) the installation of the Supplier's Equipment;
  - (iii) the use of In-put Material;
  - (iv) the use of all Documents, information and materials provided by the Supplier or its agents, subcontractors, consultants or employees, relating to the Products which existed prior to the commencement of the Contract, including, without limitation, computer programs, data, reports and specifications; and
  - (v) the use of Bosch's Equipment in relation to the Supplier's Equipment.

- (f) At all times, the Supplier shall comply with the current Bosch Norm N2580 (a copy of which can be obtained at [www.bosch.com](http://www.bosch.com) (click path: > Purchasing and Logistics > Download Service)).

- 4.6 The Supplier acknowledges and agrees that if it considers that Bosch is not, or may not, be complying with any of Bosch's obligations, it shall only be entitled to rely on this as relieving the Supplier's performance under the Contract:

- (a) to the extent that it restricts or precludes performance of the Services and/or the supply of the Goods by the Supplier; and
- (b) if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to Bosch in writing.

- 4.7 If the Supplier requires Bosch to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to Bosch and any such packaging shall only be returned to the Supplier at the cost of the Supplier.

- 4.8 Where Bosch agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle Bosch at its option to treat the whole Contract as repudiated.

- 4.9 If Goods are delivered to Bosch in excess of the quantities ordered Bosch shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

- 4.10 Unless otherwise agreed, the Goods shall remain at the risk of the Supplier until delivery to Bosch is complete (including off-loading and stacking) when ownership of the Goods shall pass to Bosch.

### 5. Customer's Obligations

- 5.1 Bosch shall:
- (a) co-operate with the Supplier in all matters relating to the Products;
  - (b) provide such access to Bosch's premises and data, and such office accommodation and other facilities as may reasonably be necessary and reasonably requested by the Supplier and agreed with Bosch in

- writing in advance, only for the purposes of providing the Services;
- (c) provide such information as the Supplier may reasonably request and Bosch considers reasonably necessary, in order to carry out the Services in a timely manner and ensure that it is accurate in all material respects;
- (d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of Bosch's premises;
- (e) not be deemed to have accepted the Goods until it has had 14 days to inspect them following delivery. Bosch shall also have the right to reject the Goods as though they had not been accepted for 14 days or such reasonable time in the circumstances after any latent defect in the Goods has become apparent;
- (f) at any time prior to delivery of the Goods to Bosch, have the right to inspect and test the Goods at all times. If the results of such inspection or testing cause Bosch to be of the opinion that the Goods do not conform or are unlikely to conform with the Contract or to any specifications and/or patterns supplied or advised by Bosch to the Supplier, Bosch shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition Bosch shall have the right to require and witness further testing and inspection. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

## 6. Charges and Payments

- 6.1 In consideration of the provision of the Services and/or the supply of the Goods by the Supplier, Bosch shall pay the charges as set out in the Contract, which, in relation to Services, shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Condition 6.2 shall apply if the Supplier provides Services on a time and materials basis. Condition 6.3 shall apply if the Supplier provides Services for a fixed price. Condition 6.4 shall apply where the Supplier supplies Goods. The remainder of this Condition 6 shall apply in each case.
  - 6.2 Where Services are provided on a time and materials basis:
    - (a) the charges payable for the Services shall be calculated in accordance with the Supplier's fee rates, as set out in the Contract as at the date of the Contract;
    - (b) where the Supplier's standard daily fee rates for each individual person are agreed, unless otherwise agreed these shall be calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on a particular day;
    - (c) the Supplier shall not be entitled to charge on a pro-rata basis for part-hours or part-days unless it has Bosch's prior written consent to do so;
    - (d) all charges quoted to Bosch shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;
  - (e) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in condition 6.2(f); and
  - (f) the Supplier shall invoice Bosch monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 6.2 and condition 6.5. Each invoice shall set out the time spent by each individual whom it engages on the Services and, if applicable, provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
- 6.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Contract. The total price shall be paid to the Supplier in instalments, as set out in the Contract. At the end of the Contract period, the Supplier shall invoice Bosch for the charges that are then payable, together with, if applicable, expenses and/or, the costs of materials and VAT, where appropriate, calculated as provided in condition 6.5.
- 6.4 The Supplier shall invoice Bosch upon, but separately from, despatch of the Goods to Bosch at the price stated in the Contract together with any applicable VAT. No extra charges shall be accepted by Bosch.
- 6.5 Unless stated otherwise, in relation to Services, any fixed price and daily rate contained in the Contract excludes:
  - (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier at cost. The Supplier shall obtain Bosch's written approval before incurring any such expense, material or service exceeding £100; and
  - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 6.6 Unless otherwise agreed, Bosch shall pay each invoice which is properly due and submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier.
- 6.7 This clause has been left intentionally blank.
- 6.8 If Bosch fails to pay any undisputed amount payable by it under the Contract, the Supplier may charge Bosch interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 2% per annum above the base rate for the time being of Barclays Bank plc. Such interest shall accrue on a daily basis and be compounded quarterly and Bosch shall pay the interest immediately on demand.
- 6.9 Invoices covering payment in respect of materials purchased by, or services provided to, the Supplier, or for reimbursement of expenses, shall be payable by Bosch only if accompanied by relevant receipts.

- 6.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as Bosch shall approve. The Supplier shall allow Bosch to inspect such records at all reasonable times on request.
- 6.11 Without prejudice to any other right or remedy it may have, Bosch reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by Bosch to the Supplier.

## 7. Quality of the Products

- 7.1 The Supplier warrants to Bosch that:
- (a) the Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
  - (b) the Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Contract and specification and/or patterns supplied or advised by Bosch to the Supplier;
  - (c) the Products and Deliverables will conform with all descriptions and specifications provided to Bosch by the Supplier; and
  - (d) the Products and Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Supplier will inform Bosch as soon as it becomes aware of any changes in that legislation.
- 7.2 Bosch's rights under these Conditions are in addition to the statutory terms implied in favour of Bosch by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other statute.
- 7.3 Without prejudice to any other right or remedy which Bosch may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract Bosch shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by Bosch:
- (a) to rescind the Contract;
  - (b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
  - (c) at Bosch's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - (d) to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;
  - (e) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract; and
  - (f) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.
- 7.4 The provisions of this condition 7 shall survive any performance, delivery, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial products provided by the Supplier.

## 8. Intellectual Property Rights

- 8.1 The Supplier assigns to Bosch, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Goods and/or the products of the Services (including the Deliverables).
- 8.2 The Supplier shall, promptly at Bosch's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Bosch may from time to time require for the purpose of securing for Bosch the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Bosch in accordance with condition 8.1.

## 9. Indemnity

- 9.1 The Supplier shall indemnify and hold Bosch harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Bosch as a result of or in connection with:
- (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Goods and/or the products of the Services (including the Deliverables); or
  - (b) any claim made against Bosch in respect of any liability, loss, damage, injury, cost or expense sustained by Bosch's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the supply of the Goods and/or the provision of the Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier.
- 9.2 During the term of the Contract and for a period of three years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £1,000,000 and product liability insurance in an amount not less than £5,000,000 and shall, on Bosch's request, produce both the insurance certificates giving details of cover and the receipt for the current year's premiums.
- 9.3 The provisions of this Condition 9 shall survive termination of the Contract, however arising.

## 10. Confidentiality and Bosch's Property

- 10.1 Each party shall keep in strict confidence all Input Material and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to that party by the other, its employees, consultants, agents or subcontractors, and any other confidential information concerning the other party's business or its products which that party may obtain. Each party shall restrict disclosure of such confidential material to such of its employees, consultants, agents or subcontractors as need to know it for the purpose of discharging that party's obligations to the other, and shall ensure that they are subject to obligations of confidentiality corresponding to those which bind the parties.

10.2 All In-put Materials, Bosch's Equipment and all other materials, equipment and tools, drawings, specifications and data supplied by Bosch to the Supplier shall, at all times, be and remain the exclusive property of Bosch, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Bosch. They shall not be disposed of or used other than in accordance with Bosch's written instructions or authorisation.

## 11. Data Protection

11.1 The Supplier and Bosch shall comply with all requirements of the Data Protection Act 1998 (the "Act") where Bosch shall be the Data Controller (as defined in the Act) in relation to the Personal Data (as defined in the Act) of its employees, agents and subcontractors and the Data Processor (as defined in the Act) in relation to Personal Data supplied by the Supplier to Bosch.

11.2 Bosch will monitor and record information relating to the Supplier's trade performance and such records will be made available to credit referencing agencies who may share that information with other businesses in assessing applications for credit and fraud prevention.

11.3 The Supplier consents to Bosch approaching any referees nominated by the Supplier.

11.4 So far as permitted by law, the Supplier shall reply to Bosch in relation to any credit enquiries regarding its trade or business.

## 12. TUPE

12.1 The Supplier will not change the number or identity of any persons engaged by it in the provision of the Services in the three months prior to the Subsequent Transfer Date.

12.2 Where all or part of the Services cease to be provided by the Supplier for any reason and where all or part of the Services continue to be provided by Bosch and/or the New Supplier, there may be a relevant transfer of the Returning Employees to Bosch and/or the New Supplier for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to Bosch and/or the New Supplier in accordance with TUPE with effect from the Subsequent Transfer Date.

12.3 Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to Bosch and/or the New Supplier.

12.4 The Supplier shall not later than six months prior to the expiry of this agreement (or, if earlier, within 28 days of notice being given of termination of this agreement) to the extent lawfully permitted provide Bosch with the following details:

- (a) a list of those personnel engaged in the Services (the "Potential Returning Employees");
- (b) job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;
- (c) terms and conditions of employment of the Potential Returning Employees, including any particulars that the Supplier is obliged

to give under section 1 of the Employment Rights Act 1996;

- (d) any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
- (e) any claims, current or which the Supplier has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;
- (f) all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees;
- (g) information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE.

The Supplier shall provide updates of the details listed above at regular intervals to be specified by Bosch.

12.5 The Supplier shall indemnify Bosch (both for itself and a New Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Bosch and/or a New Supplier in connection with or as a result of:

- (a) any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the Subsequent Transfer Date;
- (b) any failure by the Supplier to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of Bosch and/or New Supplier to comply with its or their duties under regulation 13 of TUPE;
- (c) a claim by any person who transfers or alleges that they have transferred to Bosch or the New Supplier but whose name is not included in the list of Returning Employees.

12.6 If TUPE applies to transfer the employment of any person employed by the Supplier to Bosch or any New Supplier then if Bosch or such New Supplier shall serve a notice terminating the employment of such person within three months after the date of such transfer, the Supplier shall indemnify Bosch (for itself and a New Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which Bosch is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

## 13. WEEE Directive Compliance

This clause has been left intentionally blank.

## 14. Export Control and Customs Duties

14.1 The Supplier shall inform Bosch of any applicable (re-)export licence requirements for the Products under English, 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. The Supplier's quotations, confirmation of order, specification, other Documents and invoices shall provide the following information with respect to the Products:

- (a) Product Code under UK Strategic Goods Control Lists;
- (b) For US Goods, the Export Control Classification Number (ECCN) in accordance with US Export Administration Regulations (EAR);
- (c) the trade-policy origin of its goods and goods components, including technology and software;
- (d) whether the goods were transported through the USA, were produced or stored in the USA, or were manufactured with the use of US technology;
- (e) the Harmonized System code (HS code) of its goods;
- (f) the details of a contact person in its company in the event of any queries from Bosch.

14.2 Upon Bosch's request, the Supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform Bosch of all changes to such data without undue delay and prior to supply to Bosch.

## 15. Compliance

15.1 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 to the protection of international 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](http://www.unglobalcompact.org).

15.2 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with Bosch's Code of Business Conduct ([www.bosch.com](http://www.bosch.com)) as Bosch may update them from time to time ("Relevant Policies");
- (d) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and will enforce them where appropriate;

- (e) promptly report to Bosch any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;
- (f) within 6 months of the date of the Contract, and annually thereafter, certify to Bosch in writing signed by an officer of the Supplier, compliance with this condition 15.2 by the Supplier and all persons associated with it under clause 15.2. the Supplier shall provide such supporting evidence of compliance as Bosch may reasonably request;
- (g) the Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 15.2 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Bosch for any breach by such persons of any of the Relevant Terms.

15.3 In the event that a supplier repeatedly violates the law and/or violates the law despite being given notice of a violation, 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, Bosch reserves the right to terminate or withdraw from existing contracts without notice.

## 16. Termination

16.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other not less than three months written notice or immediately on giving notice to the other if:

- (a) the other party fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the material terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or
  - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
  - (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
  - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
  - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 16.1(d) to Condition 16.1(j) (inclusive); or
  - (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - (m) the other party makes or accepts bribes; or
  - (n) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).
- 16.2 On termination of the Contract for any reason, the Supplier shall immediately deliver to Bosch:
- (a) all In-put Material and all copies of information and data provided by Bosch to the Supplier for the purposes of the Contract. The Supplier shall certify to Bosch that it has not retained any copies of In-put Material or other information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in Condition 10; and
  - (b) all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Bosch (to the extent that they have not already done so by virtue of Condition 8.1), who shall be entitled to enter the premises of the Supplier to take possession of them; and
  - (c) all Bosch's Equipment.
- 16.3 If the Supplier fails to fulfil its obligations under Condition 16.2, then Bosch may enter the Supplier's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping.
- 16.4 On termination of the Contract (however arising), the accrued rights of the parties as at termination shall not be affected and the following Conditions shall survive and continue in full force and effect:
- (a) Condition 7;
  - (b) Condition 8;
  - (c) Condition 9;
  - (d) Condition 10;
  - (e) Condition 16; and
  - (f) Condition 26.
- 17. Force majeure**
- 17.1 Each Party reserves the right to defer the date for supply of, or performance of, or payment for, the Products, or to terminate the Contract, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control.
- 18. Variation**
- 18.1 No variation of the Contract or these Conditions shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 19. Waiver**
- 19.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 19.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 20. Severance**
- 20.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 20.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 21. Entire Agreement**
- 21.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 21.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as provided in the Contract.
- 21.3 Nothing in this condition shall limit or exclude any liability for fraud.
- 22. Assignment**
- 22.1 The Supplier shall not, without the prior written consent of Bosch, assign, transfer, charge,

mortgage, subcontract, declare a trust of or deal in any manner with all or any of its rights or obligations under the Contract.

22.2 Bosch may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

22.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

### **23. No Partnership or Agency**

23.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

### **24. Rights of Third Parties**

24.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

### **25. Notices**

25.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, or sent by pre-paid airmail post, or by commercial courier to the other party's registered address or last known address and marked for the attention of the Company Secretary, or as otherwise specified by the relevant party in the Contract or by notice in writing to the other party.

25.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact stated in 25.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the third Business Day after posting, or if sent by pre-paid airmail post, at 9.00 am on the sixth Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

25.3 This condition 25 shall not apply to the service of any proceedings or other documents in any legal action.

25.4 A notice required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

### **26. Governing Law and Jurisdiction**

26.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales excluding the conflict of law provisions and the UN Convention for the International Sale of Goods (CISG).

26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).