

## General Terms and Conditions of Purchase

These Terms and Conditions apply to business relationships with all suppliers and service providers, undertakings governed by private law and legal entities governed by public law (hereinafter collectively referred to as the Supplier).

### 1. General

Our General Terms and Conditions of Purchase (hereinafter, the Terms and Conditions) apply exclusively; any Supplier general terms and conditions of sale that conflict with or depart from these Terms and Conditions will only be recognised on the condition that we have expressly agreed thereto in writing. The acceptance or payment of goods and services from the Supplier (hereinafter, the Products) will not constitute the approval thereof, even if they are accepted or paid for in full knowledge of conflicting or additional contractual requirements imposed by the Supplier. Any contract that is entered into with the Supplier following acceptance of these Terms and Conditions and that conflicts with these Terms and Conditions will not apply to the business relationship between Bosch and the Supplier.

### 2. Contract conclusion and modification

- 2.1 Orders, contracts and purchase orders, as well as any changes and additions made to the foregoing, must be in writing. Deliveries that do not comply with our contracts or orders will only be accepted subject to our prior written consent.
- 2.2 In order to be valid, any kind of verbal agreement – including subsequent changes and additions to these Terms and Conditions – must be confirmed by us in writing.
- 2.3 Communications sent by fax, remote data transmission or e-mail will also be deemed to satisfy the requirement for a written form.
- 2.4 Quotes are binding and the relevant amounts must not be set off unless expressly agreed otherwise.
- 2.5 We may cancel any order that is not accepted by the Supplier within two weeks of receipt thereof.
- 2.6 Purchase orders issued in connection with the planning of orders and purchase orders shall be binding unless the Supplier raises an objection within two business days of receipt.
- 2.7 The Robert Bosch GmbH Supplier Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility (Quality Assurance Agreement), Packaging Specifications and Logistics Manual (available in the purchasing and logistics Downloads area at [http://purchasing.bosch.com/media/de/cp\\_documents/en/LHL\\_V\\_3\\_0\\_en.pdf](http://purchasing.bosch.com/media/de/cp_documents/en/LHL_V_3_0_en.pdf)) form an integral part of the contract.

### 3. Delivery

- 3.1 Agreed delivery dates and times are imperative. The date on which we receive our goods will determine whether the delivery time and date have been met. Unless a delivery ‘to factory’ is agreed (DAP or DDP under the Incoterms 2010), the Supplier shall make the goods available in a timely manner, taking into account the loading and shipment time to be agreed with the shipping agent.
- 3.2 If the Supplier is responsible for assembly and/or installation, it shall bear all the necessary expenses including travel expenses, the supply of tools and daily allowances.
- 3.3 Any failure to meet the agreed delivery date will be subject to the laws in force. If the Supplier anticipates issues affecting production, the supply of precursor materials, the delivery date or similar circumstances liable to prevent it from delivering on time or delivering goods of the agreed quality, it must immediately inform our department that placed the order.
- 3.4 The unconditional acceptance of a delayed delivery or service will not constitute a waiver of the compensation claims we may make on account of the delay; the foregoing shall apply until the sums owed by us for the relevant delivery or service have been paid in full.
- 3.5 In principle, partial deliveries will not be accepted, unless we have expressly agreed otherwise or it is reasonable for us to accept a partial delivery.
- 3.6 The quantity, weight and measurements of goods will be determined on the basis of the values established by us during our inspection on arrival, unless proof is provided of different values.
- 3.7 Unless stipulated to the contrary in the Supplementary General Terms and Conditions of Purchase for Software, we will be granted, upon delivery, ordinary rights to use the software delivered for an unlimited period of time and without any geographical restriction. Permission for us to use the software notably includes the right to duplicate, download and use the software. Furthermore, we are authorised to sub-licence, rent and transfer software by any other means to our affiliates within the meaning of Article L233-3 of the

French Commercial Code.

- 3.8 We also have the right to use the said software, including the related documentation, with the agreed performance characteristics and to the extent necessary to use the relevant product in accordance with the contract. We also have the right to create a reasonable number of back-up copies.
4. **Force Majeure** Neither party will be held liable for the non-execution or delayed execution of a Service in the event of *force majeure*, as defined in Article 1218 of the French Civil Code. Should a *force majeure* event be relied upon, the defaulting party must immediately notify the other party, by registered letter, of the nature of the non-execution or delayed execution and specify the duration thereof. The parties agree in any event to consider the best possible solution, particularly with regard to the costs involved. After a period of 30 working days, the other non-defaulting party may automatically terminate the relevant Special Terms and Conditions.
5. **Dispatch note and invoicing rules**

The requirements specified on our orders and purchase orders apply. An invoice containing an invoice number and other relevant information must be sent (one copy) to the specified postal address; invoices must not be issued with goods. Invoices must be prepared strictly in accordance with the Bosch purchase order. They must contain the date, order number and delivery note number. They must include all the information required under the French Commercial Code and be sent to the payer’s invoice control department. Unit prices must be stated exclusive of VAT. An invoice must be issued for each delivery note. Any partial invoice not specified on the relevant order will not be taken into account. A separate invoice must always be prepared for returnable packaging.
6. **Prices and transfer of risk**

Unless agreed otherwise, prices apply ‘Delivered At Place’ (DAP@ Incoterms 2010) and include packaging. Prices exclude Value Added Tax (VAT). The Supplier shall bear all the risks of loss of, and damage to, the goods until they have been received by us or by our representative at the place of delivery agreed in the contract.
7. **Payment terms**

Unless agreed otherwise, invoices will be paid within 45 days of the end of the month. Invoices will only be paid once they have been checked. Any late payment by us will result in the application of late-payment penalties charged at three times the legal interest rate applied by the European Central Bank on 1 January of the year in progress if the penalty concerns an invoice issued during the first half of the year in progress or on 1 July of the year in progress if the penalty concerns an invoice issued during the second half of the year in progress. Furthermore, the service provider may charge Bosch a fixed debt collection charge of €40 for any invoice not paid on time.
8. **Notification of defects**
  - 8.1 We will examine the goods upon their arrival, solely in order to ascertain any visible damage, particularly damage caused in transit, and any discrepancy with respect to the products or quantity delivered, unless otherwise agreed with you under a Quality Assurance Agreement.
  - 8.2 We will report any defects we observe as soon as possible following their discovery.
  - 8.3 In this respect, the Supplier agrees not to challenge any tardy notification of a defect.
9. **Claims based on defects**
  - 9.1 Unless otherwise specified below, quality defects and defects of title shall be governed by the applicable provisions of the law.
  - 9.2 We have the right to decide how a defect should be rectified. The Supplier may only refuse to rectify a defect as decided by us if the cost of doing so would be disproportionately high.
  - 9.3 If the Supplier does not begin to rectify a defect immediately following our request to that effect, in urgent cases, particularly in order to guard against a serious hazard or to prevent a more significant loss, we have the right to rectify the defect ourselves or to have a third party rectify it at the Supplier’s expense.
  - 9.4 In the event of a defect of title, the Supplier shall also release us from all liability in relation to any third-party claims, unless the Supplier is not liable for the defect of title.
  - 9.5 Claims concerning defects must be made within 66 months, failing which they will be out of time – save in the event of tortious intent

(*dol*) –, on the condition that the goods were used to build a building or heating system in accordance with their intended purpose and caused the defect. Otherwise, claims based on defects must be made within 36 months, failing which they will be out of time. The limitation period shall begin when the Product is delivered (transfer of risk) or upon acceptance if our acceptance is required according to the contract.

- 9.6 If the Supplier fulfils its rectification obligation by supplying a replacement product, the limitation period for the replacement goods delivered shall begin following their delivery unless, when carrying out the repair, the Supplier explicitly and validly stated that it would deliver a replacement product solely as a commercial gesture, so as to avoid a dispute or in the interests of the parties' business relationship.
- 9.7 Should we bear any costs in connection with a defective Product delivery – particularly in connection with transport, shipment, labour, assembly, disassembly, materials or the inspection of goods on arrival – in excess of those usually incurred in connection with an inspection, the said costs and expenses shall be borne by the Supplier.
- 9.8 The Supplier shall be liable for any fault on its part or on the part of its sub-contractors.

#### 10. Product liability and recalls

- 10.1 Should any claim for damages be made against us in connection with a product, the Supplier must hold us harmless from and against the claim if and to the extent that the relevant damage or loss was caused by a defect affecting the Product supplied to us by the Supplier. However, the foregoing shall only apply to liability for a fault if the Supplier is at fault. If the Supplier is liable for the cause of the damage, the Supplier must prove that it is not at fault.
- 10.2 In the cases referred to in paragraph 10.1 above, the Supplier shall bear all fees and expenses, including court fees.
- 10.3 All other matters shall be governed by law.
- 10.4 The Supplier shall be liable for all the financial consequences linked directly or indirectly to a production shutdown due to a breach by the Supplier committed in the context of its business relationship with Bosch.
- 10.5 Before issuing a partial or full recall due to a defect affecting a Product supplied by the Supplier, we will notify the Supplier of the defect, give the Supplier the opportunity to collaborate and examine jointly with the Supplier how the recall should be carried out, unless it is not possible to notify or collaborate with the Supplier due to the urgency of the matter. The costs incurred in connection with a product recall shall be borne by the Supplier if the recall is due to a defect affecting a Product supplied by the Supplier.

#### 11. Contract termination and expiry

- 11.1 It is agreed that if the Supplier delivers only part of an order placed in accordance with these Terms and Conditions, Bosch reserves the right to terminate the parties' entire business relationship if it believes that a partial delivery of the Products or services ordered is of no use.
- 11.2 If Bosch terminates the business relationship in accordance with these Terms and Conditions or the laws in force, the Supplier shall be required to compensate Bosch for the loss or damage suffered as a result, unless the Supplier is not liable for the situation that gives rise to the right to withdraw or to terminate the contract.
- 11.3 Legal rights and claims shall not be restricted by the provisions of this Clause 11.
- 11.4 In the event that the Supplier breaches its contractual obligations, Bosch may automatically terminate the relevant order if formal notice sent by registered letter (with acknowledgement of receipt) remains without effect for one (1) month, without prejudice to any damages that might be obtained.  
If the Products delivered and/or Services provided are not competitive and if the matter is not resolved in accordance with the provisions of Clause 7 concerning prices, Bosch will have the right to terminate the order after notifying the Supplier accordingly by registered letter (with acknowledgement of receipt).  
It is expressly agreed that, if Bosch places several successive orders with the Supplier, this shall not be construed under any circumstances as an established business relationship. As a result, Bosch is notably formally released by the Supplier from the need to give the Supplier any notice should it not wish to renew one or more orders, without prejudice to the right for Bosch to automatically terminate some or all orders in the event of the Supplier's default.
- 11.5 The Supplier undertakes, unless specified to the contrary, to deliver spare parts for a period of at least 15 years from the day official notice is given of the fact that the product that includes the products delivered will no longer be manufactured. If business is discontinued for whatever reason, the Supplier undertakes to inform Bosch of the

decision as quickly as possible. It also undertakes to grant Bosch the right to manufacture or have a third party manufacture and the right to use, sell and repair the spare parts ordered. The Supplier shall make available to Bosch the documents required in order to exercise these rights.

- 11.6 It is agreed that if the Supplier delivers only part of an order placed in accordance with these Terms and Conditions, Bosch reserves the right to terminate the parties' entire business relationship if it believes that a partial delivery of the Products or services ordered is of no use.

#### 12. Provision of services

The persons who perform the contract on our premises must comply with the rules and regulations in force on the relevant premises. We will not accept liability for any accident involving these persons on our premises other than an accident caused by an intentional breach or negligence on the part of our legal representatives or persons employed to fulfil our obligations.

#### 13. Supply of materials

The materials, parts, containers and special packaging which we supply in return for payment or free of charge ('Supplies') shall remain our property. Supplies must be used strictly for their intended purpose. Supplies shall be processed and assembled for us. It is understood that we will jointly own the products manufactured using our materials and parts, in proportion to the value of the Supplies compared to the value of the product as a whole. Accordingly, these products must be securely retained for us by the Supplier. We reserve a right of joint ownership of the products manufactured using our Supplies pending payment in full of the monies owed to us in connection with such Supplies. Subject to ownership, the Supplier has the right to resell the products manufactured using our Supplies in the context of its ordinary business. The Supplier hereby assigns to us all receivables and related rights arising in connection with any such sale. The assigned receivables shall be used as security for the monies owed to us in connection with the Supplies. The Supplier has the right to recover the receivables assigned. We may revoke the Supplier's rights under this Clause 13 if the Supplier breaches its obligations towards us, if it delays payment, if it ceases to make payments or if it requests the opening of insolvency proceedings or similar debt-related proceedings in relation to its assets. If, in order to fulfil an order, Bosch provides the Supplier with parts, sets or subsets of raw materials, the Supplier undertakes to store and maintain them by any appropriate means.

It shall therefore take such industrialisation and protective steps as shall be necessary to avoid the foregoing being confused with other Products so that Bosch can exercise, at any time, its rights to make a claim in the context of insolvency proceedings. The Supplier undertakes not to create any security over the foregoing – such as collateral or a pledge – that might harm Bosch's rights or possibility to make claims.

#### 14. Documentation and confidentiality

- 14.1 In connection with these Terms and Conditions, the parties may exchange confidential information (hereinafter, Confidential Information). Confidential Information is defined as any information disclosed by one of the parties (the Disclosing Party) to the other party (the Receiving Party) in writing and that is marked as confidential or information disclosed verbally but that is confirmed and marked in writing within thirty (30) days of its disclosure. The Receiving Party undertakes in such event:
- not to disclose Confidential Information to any third party that does not have a direct or an indirect link with the purpose of the Contract, at any time during the term of this Contract and for a period of five (5) years after the Contract has ended;
  - not to disclose Confidential Information to its employees, except those who are directly involved in fulfilling the obligations imposed under this Contract; and
  - to retain the Confidential Information disclosed by the Disclosing Party in a secure location and, if the Confidential Information is sent electronically, in files protected by existing and appropriate means in view of the medium in which it is stored.

This non-disclosure obligation does not apply to the following:

- information which, on the Contract signing date, is in, or subsequently enters, the public domain other than through a fault by the Receiving Party;
- information already in the possession of the Receiving Party on the date it is disclosed or that is provided to the Receiving Party by a third party to whom the Receiving Party has not been required to make a non-disclosure commitment; or

- information that is or has been developed by the Receiving Party other than as a result of the disclosure thereof.

The Receiving Party undertakes, at the request of the Disclosing Party, to promptly return to the Disclosing Party or to promptly destroy any Confidential Information, regardless of the medium in which it is stored (including any copies) as well as any sample or model obtained from the Disclosing Party. The Receiving Party undertakes to give written confirmation of the destruction of Confidential Information.

A request for Confidential Information to be returned may be made at any time during the performance of this contract and for up to three (3) months after the Contract has expired.

The obligation to return Confidential Information does not apply to copies of Confidential Information received and which the Receiving Party retains as proof of the content and progress of negotiations.

- 14.2 Products manufactured based on documentation prepared by us, such as drawings, designs, etc., based on our confidential information or manufactured with our tools or with tools manufactured using the design of our tools, must not be used by the Supplier itself or offered or supplied to third parties. The foregoing also applies to our printing orders.

#### **15. Export and customs controls**

- 15.1 The Supplier is required to inform us of the requirements and restrictions applicable in terms of export/re-export permits concerning the Products pursuant to French, European and US legislation on export controls and pursuant to the customs regulations in force in the country of origin of the Products in its commercial documents and to send the following information concerning the Products that require a permit to [Export-Control@de.bosch.com](mailto:Export-Control@de.bosch.com) in a timely manner prior to the first delivery:

- Bosch equipment number;
- Product description;
- all numbers on the applicable exports lists, including the Export Control Classification Number (ECCN), in accordance with the US Commerce Control List;
- country of origin of the products pursuant to the sales and marketing policy;
- Product HS code; and
- the contact details of a person who can be contacted within its organisation in order to respond to requests for information.

- 15.2 The Supplier is required to inform us without delay of any change to the requirements imposed under permits applicable to the Products delivered to us resulting from technical modifications, changes to the law or government decisions.

#### **16. Compliance**

- 16.1 The Supplier undertakes, in the context of its business relationship with Bosch, to strictly comply with anti-corruption regulations and, in particular, not to offer, give, promote or accept any kind of advantage whatsoever, either in the context of business negotiations or if and when it is in contact with the public authorities, in breach of these rules.

- 16.2 The Supplier undertakes to strictly comply with applicable anti-trust regulations, particularly in the context of its business relationship with Bosch.

- 16.3 The Supplier undertakes to act in accordance with the regulations on the legal minimum wage and to ensure that its sub-contractors also comply with these regulations. If requested to do so, the Supplier must be able to prove that it has fulfilled this obligation. If this obligation is not fulfilled, the Supplier shall be liable for any third-party claim and shall be required to reimburse the fines imposed as a result of the breach of this obligation.

- 16.4 The Supplier must act in accordance with the laws governing the treatment of employees, environmental protection and occupational health and safety, and shall endeavour to reduce the negative effects of its business on humans and the environment. Accordingly, the Supplier shall take appropriate steps to implement and develop a management system that complies with the ISO 14001 standard. Furthermore, the Supplier shall act in accordance with the principles of the United Nations Global Compact which essentially concern the protection of human rights, the abolition of forced labour and child labour, the elimination of employee discrimination and respect for the environment ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

- 16.5 In case of a suspected breach of the obligations imposed under paragraphs 16.1 to 16.4, the Supplier must promptly carry out an investigation and inform Bosch of the steps taken. Should a breach occur, the Supplier must inform Bosch within a reasonable timeframe of the steps taken within its organisation in order to prevent other breaches. If the Supplier fails to fulfil these obligations within a reasonable timeframe, Bosch will have the right to terminate the business relationship with the Supplier with immediate effect.

- 16.6 In the event that the Supplier breaches the law and/or the provisions of paragraphs 16.1 to 16.4, Bosch will have the right to terminate the business relationship without notice.

#### **17. Place of performance**

The place of performance shall be the place where the goods are to be delivered in accordance with the contract or the place where the service is to be provided.

#### **18. General provisions**

- 18.1 Should any provision of these Terms and Conditions or of the other agreements entered into be or become null and void, this will not affect the validity of the other provisions of these Terms and Conditions. The parties are required to agree a provision to replace the ineffective provision, the terms of which reflect the economic balance of the contract as closely as possible.

- 18.2 The contractual relationship shall be governed exclusively by German law, to the exclusion of the choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- 18.3 The courts of Paris shall have jurisdiction to hear any dispute that arises directly or indirectly in connection with contractual relationships based on these Terms and Conditions. We are also entitled to take legal action against the Supplier before any competent court or tribunal for the Supplier's registered office or branch, or before the competent court or tribunal for the place of performance, at our discretion.