

## GENERAL SALES AND DELIVERY CONDITIONS

### Businesses

### The Netherlands

#### A. General terms

##### 1. DEFINITIONS

In these General Conditions (hereinafter "**Conditions**"), the following terms have the following meanings:

**"Bosch"** means all Bosch subsidiaries and affiliations in the Netherlands, regardless of their legal status;

**"Contract"** means any written or verbal agreement between Bosch and the Customer for the sale of Goods, the provision of Services or Software ((including attachments, order confirmation and "Software product sheet", which include a description of the Software and contains the terms of use);

**"Services"** mean the services that shall be provided by Bosch to the Customer according to the Contract, such as (among others) engineering, assembly, installation, commissioning, maintenance and after-sales services;

**"Documentation"** means the documentation intended to clarify the use and performance of the Goods; this shall only be submitted if it was expressly agreed upon in writing and should be carefully preserved by the Customer;

**"Goods"** means the goods or parts of goods to be provided by Bosch to the Customer according to the Contract; Goods consist of hardware and/or software and/or technology and/or associated documents;

**"Customer"** means any natural or legal person who places an order for Goods or Services with Bosch;

**"Place of Delivery"** means the location agreed upon between the Parties;

**"Parties"** means the Customer and Bosch designated together;

**"Software"** means standard software created in series, including Documentation explicitly agreed upon in writing, which is provided to the Customer in accordance with the Contract and which - if applicable - is intended for use with the Target hardware;

**"Target hardware"** means a device - or devices - that is/are provided to the Customer by Bosch;

**"Specifications"** means any document, accepted by the Customer and Bosch and included in the Contract, which defines the expectations of the Customer regarding the Goods and/or Services.

In case of discrepancies between the Dutch and the English version of the Conditions, the Dutch version shall prevail.

##### 2. GENERAL PRINCIPLE

All information relating to the Goods or Services, their use and their performance, given verbally or in writing by Bosch, is given in good faith and cannot be mistaken as a guarantee with regard to the Customer and with

respect to the use and performance of the Goods or Services, which can depend on factors specific to the Customer. Contracts are executed by Bosch with the assumption that the Customer has verified the suitability of the Goods or Services for the intended requirements.

##### 3. ACCEPTANCE AND APPLICATION OF THESE CONDITIONS

3.1 These Conditions form an integral part of the Contract and all the rights and obligations of Bosch and the Customer, again with regard to the Contract, insofar as these are not explicitly dealt with in the Contract. Specific conditions of the Contract, which are not in accordance with these Conditions, shall always prevail over these Conditions.

3.2 All orders for Goods or Services by the Customer shall be deemed to be an order to purchase Goods or obtain Services subject to these Conditions without reservation. Each Contract shall therefore be considered as having been concluded under these Conditions, to the exclusion of all other terms with regard to which Bosch has not agreed expressly in written form (including all conflicting, complementary or supplementary conditions which the Customer could claim are applicable based on order forms, confirmation of an order, specifications, general conditions, or other documents). A Contract is only concluded after Bosch has unreservedly accepted an order. These Conditions shall be deemed as having been accepted and shall be fully applied if the Customer does not immediately and explicitly reject them or if the Customer, after receipt of these Conditions, places an order with Bosch for Goods or Services.

3.3 Bosch shall have the right to modify these Conditions at any time and shall ensure that the Customer, in a manner chosen by Bosch, is sufficiently informed in this regard at least one month before the changes take effect.

##### 4. CONCLUSION OF THE CONTRACT

4.1 An order placed by the Customer shall only be considered as having been accepted by Bosch and a Contract shall only be deemed as having been concluded: (i) if Bosch issues a written confirmation of the order, in which Bosch unreservedly accepts the Customer's order and the applicable price, payment and delivery conditions or - in the event of earlier occurrence - if Bosch delivers the Goods or Services to the Customer; and (ii) if, in any case, the Customer has explicitly or implicitly accepted that all current or future contracts with Bosch are regulated on an exclusive basis by the Contract and these Conditions.

4.2 The Customer shall ensure that all the terms of the order and all applicable particulars and specifications are complete and correct.

## **5. PRICE**

5.1 The prices quoted by Bosch are valid for one (1) month, unless stated otherwise. The prices only become effective at the moment that Bosch confirms the Customer's order in writing. However, if the delivery date of Goods or Services exceeds the date of the written confirmation of the order by 90 days, prices can be revised by Bosch on the following basis: (i) variations in material costs, wages or social charges; and (ii) changes in the exchange rate of the currency of the country from which the Goods or Services originate or changes in customs tariffs or taxes.

5.2 Prices exclude taxes, charges and the like (including Value Added Tax and taxes outside the Netherlands), which may arise in connection with the execution of the Contract.

5.3 Bosch reserves the right to adjust its prices if, after the conclusion of the contract, one or more of the factors determining the cost price, such as the price of raw materials, wages, transport costs and changes in the exchange rate of the euro to other currencies, increases. The authority to adjust prices as referred to in this paragraph cannot be exercised by Bosch within three months from the time of entering into the contract.

5.4 Bosch is at all times entitled to adjust prices without delay if a legal cost-determining factor is increased.

## **6. PAYMENT & BILLING**

6.1 Unless otherwise agreed, each payment shall be made within 30 days from the date of invoice, without any possibility of deduction, regardless of whether it occurs on the basis of settlement, a claim against Bosch, a discount or any other means whatsoever, unless Bosch has given prior written agreement with regard to this deduction. Bank charges shall be borne by the Customer.

6.2 If the Customer does not fulfill his payment obligations on time, or only does so partially, they shall automatically be deemed to be in default and the amount owed to Bosch, plus an interest rate of 8.5% per year, calculated on the amount owed by the Customer from the first day after the expiry of the agreed payment term, shall become claimable immediately and without warning or notice.

6.3 All judicial and extrajudicial costs incurred by Bosch to collect the amounts owed by the Customer, shall be borne by the Customer. The extrajudicial costs are set to at least 15% of the amount due (including the interest referred to in Article 6.2), with a minimum of € 750 and without affecting the right of Bosch to claim the actual costs should these prove to be higher.

6.4 Bosch has the right to offset amounts owed to the Customer by means of its claims against the Customer.

6.5 Unless expressly specified otherwise in the Contract, the indicated price does not include delivery charges or installation costs, nor training, special Documentation or other services related to the Goods.

6.6 Without affecting any of the rights or benefits of Bosch, the latter shall have the right to suspend further deliveries of Goods or the rendering of Services (including those relating to installation and support) or to (partially) cancel the Contract if the Customer fails to make a due payment.

## **7. CONFIDENTIALITY**

7.1 All preliminary designs or plans, and any other technical or commercial information provided to the Customer by Bosch, are confidential and may not be disclosed to third parties. The confidentiality obligations of the Customer shall remain in full force and remain in effect for five (5) years after the last delivery of any confidential information by Bosch to the Customer.

7.2 The confidentiality obligations of the Customer shall not be affected by termination of the Contract, regardless of the reason for such termination.

## **8. CANCELLATION OF ORDERS**

For any cancellation of an order by the Customer, the express written approval of Bosch is required. Except in the case of written consent by Bosch, with regard to alternate terms, the Customer, if the latter has fully or partially cancelled an order already accepted by Bosch, shall pay a flat fee for the costs incurred by Bosch as part of this order and for the loss as a result of this cancellation. This lump sum shall be equal to 40% of the price of the total order, without affecting the right of Bosch to seek compensation for the total loss. The application of this article is not subject to prior notice.

## **9. TERMINATION OF THE CONTRACT**

Bosch reserves the right to terminate the Contract without notice or prior authorisation of a court and without payment of any fees or penalties to the Customer in the following cases:

- a) the Customer does not comply with one or more of their obligations under these Conditions, or under any Contract with Bosch, in a timely or proper manner; or
- b) the Customer requests suspension of payment or applies for bankruptcy or suspension of payment is requested or bankruptcy is applied for, the Customer makes a repayment arrangement with one or more of its creditors or creates the impression of (or being on the verge of) insolvency in some other way;

- c) third parties claim rights in respect of the property of the Customer or their assets are seized;
- d) the Customer (if a natural person) dies, is placed under guardianship or administration or indicates that they would like to apply for debt settlement;
- e) The Customer, if a legal person or company, initiates voluntary or involuntary dissolution or liquidation of their business, the company is continued in another legal form or the statutory or actual location is moved to another country, the direct or indirect control of the Customer is transferred to a third party;
- f) The Customer transfers the rights, under any Contract in which these Conditions apply, to a third party;
- g) The Customer infringes the existing legislation in general, and the anti-trust laws and regulations in particular.

## 10. FORCE MAJEURE

- 10.1 Bosch may delay the date on which the Goods are delivered or the Services are provided, interrupt the delivery of Goods or the provision of Services, terminate the Contract or reduce the volume or the quantity the Goods ordered if its activities, by circumstances that are reasonably beyond its control, hinder or delay such execution. Such conditions include, among other things, without being complete, natural disaster, government actions, war, emergency or requirements of national defense, riots, civil commotion, fires, explosions, floods, epidemics, pandemics, accidents, malfunctions of machinery or equipment, strikes, lock outs or any other labour disputes (relating to the staff of one of the parties), hindrances or delays in the transport or supply of suitable raw materials (including fuel and energy), an exceptional increase in the prices of such commodities or the default or late execution by a third party of its obligations. If the event in question continues for more than six months, the Customer shall have the right to terminate the Contract by written notice to Bosch.
- 10.2 As soon as one of the parties becomes aware of such an incident or that there is an imminent danger that such an incident will occur, said party shall inform the other party and take reasonable steps to mitigate any harmful effects arising there from.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All intellectual property rights relating to the Goods sold and supplied by Bosch, and relating to the Services provided by Bosch, shall remain the property of Bosch or - if applicable - its supplier(s)/licensor(s) and shall belong exclusively to them. The delivery of a Product or Service from Bosch may not be regarded as an express or

implied licence for the use, publication, duplication, exploitation or disclosure to third parties of intellectual property rights, unless express written permission to do so has been obtained from Bosch.

- 11.2 All designs, documents, technical data, specifications, usage instruction manuals, advice and/or other information, that are or may be the subject of any intellectual property rights or comparable rights, remain the property of Bosch or - if applicable - its supplier(s)/licensor(s) and shall be returned to Bosch upon the first request of Bosch.
- 11.3 The Customer shall inform Bosch immediately if they find that a third party has infringed upon any intellectual property of Bosch or - if applicable - its supplier(s)/licensor(s), or if a third party makes any claim against the Customer in connection with the intellectual property of Bosch or - if applicable - its supplier(s)/licensor(s). If Bosch so requires, the Customer shall provide all reasonable assistance that may facilitate the earliest possible termination of the infringing acts of the dispute.
- 11.4 In the case of production of Goods by Bosch of designs and models or other instructions in the broadest sense of the word, of the Customer, the Customer is fully responsible for ensuring that no infringements on any trademarks, patents, models or any other third party rights are made through the production, keeping of stock, market transfer and/or delivery of these Goods. The Customer shall indemnify Bosch with respect to all damages, costs and interests resulting therefrom, that are the direct or indirect result of claims by such third parties.
- 11.5 If a third party - on the basis of any alleged rights - objects to the manufacture, stock keeping and maintenance, market and/or delivery of the above Goods, Bosch is authorised to immediately cease these actions, without paying any damage compensation towards Customer and without affecting the obligation of the Customer to indemnify Bosch as mentioned in paragraph 4.

## 12. ACCEPTANCE TESTING

- 12.1 If an acceptance test has been agreed upon, the Customer shall, after receipt of the notification that testing will occur, or if also assembly and/ or installation and/ or the commissioning has been agreed upon, after completion of the assembly or installation or commissioning, make available to Bosch, where necessary, in a timely manner and in the right place, facilities free of charge to perform the necessary tests, given the nature of things, according to the standard procedures. The acceptance test shall be performed immediately upon the request of Bosch and in the presence of the Customer. If the results of the test do not qualify, Bosch should be given the opportunity to provide the Goods or Services again within a reasonable amount of time.

- 12.2 If the acceptance test was carried out without specified and well-founded complaints, and if the Customer fails to comply with said obligations, the Goods or Services shall be deemed as having been accepted.
- 12.3 Extra costs due to special restrictions or delays during the testing, which are not due to Bosch, shall be borne exclusively by the Customer.
- 12.4 The Goods or Services shall be deemed to have been approved at the time that the two parties have signed a takeover protocol.
- 12.5 In case of minor defaults, especially those that do not affect, or only affect to a limited degree the anticipated use, the Goods or Services shall be deemed to have been accepted regardless of these defaults and there are no circumstances that can prevent the signing of the takeover protocol. The defaults shall be resolved by Bosch in the shortest possible time.
- 12.6 If the Customer does not participate in the signing of the takeover protocol subsequent to an acceptance test and then does not inform Bosch in writing, within 2 working days after completion of the acceptance test and thereby stating the reasons for its decision, that it does not intend to accept the Goods or Services, the Goods or Services shall be deemed as having been accepted.

### **13. APPLICABLE LAW AND JURISDICTION**

- 13.1 These Conditions and any Contract shall be exclusively governed by and interpreted according to Dutch law.
- 13.2 The parties agree that the District Court for the Central Netherlands, location Utrecht, has jurisdiction to settle all disputes relating to these Conditions and/or any Contract. The parties irrevocably submit to the jurisdiction of this court. Nothing in these Conditions, however, shall affect the right of Bosch to conduct proceedings against the Customer in any other court of competent jurisdiction, whether or not such procedures are set parallel with one or more other procedures.

### **14. MISCELLANEOUS**

- 14.1 Nullity, voidability or ineffectiveness of any one of the terms of the Conditions shall not affect the validity of the remaining terms. In the event that one or more terms are/become void, annulled or ineffective, replacement terms, that are valid and that are closest in content and purpose to the void, annulled or ineffective term(s), shall be agreed upon between Bosch and the Customer.
- 14.2 If Bosch fails to enforce, enforces only partially or does not enforce on time any provision of these Conditions or the Contract, this shall not be considered as a revocation of their rights under these Conditions and/or under the Contract.
- 14.3 The non-invocation of Bosch of a breach of Contract, or non-compliance with these

Conditions or the Contract, shall not affect the right to invoke any subsequent breaches of Contract or non-compliance and shall never have any effect on the other terms of these Conditions and/or the Contract.

- 14.4 The Customer commits itself to respect the principles of the Bosch Code of Business Conduct. This Code will be sent to the Customer if requested

## **B. Special terms for the sale and delivery of Goods**

### **15. DELIVERY**

- 15.1 Unless otherwise agreed upon in writing by Bosch, any delivery of Goods shall take place, unless otherwise specified, ex-warehouse (Free Carrier, as this provision stipulates in the ICC Incoterms of 2020).
- 15.2 All data that are reported by Bosch for the supply of Goods shall never be deemed to have strict deadlines. Should the Contract make provision for a payment to be settled by means of installments and said installments are not paid on time, Bosch shall have the right to postpone or suspend the delivery of Goods by the same number of days as the number of days in arrears.
- 15.3 Bosch reserves the right to deliver the Goods in stages or, if the delivery does not take place at the Place of Delivery, in different shipments. Bosch also reserves the right to invoice separately, against the pro rata rate provided for in the Contract, for each of these deliveries.
- 15.4 If the Customer, for any reason, does not accept the delivery of Goods that are ready to be delivered, or if Bosch is unable to deliver the Goods on time because the Customer has not provided the appropriate instructions, documents, licenses or approvals (or because of any other reasons for which the Customer is responsible): (a) the Goods shall be considered as having been delivered; (b) the risks associated with said Goods shall be transferred to the Customer from the time that they were ready to be delivered or from the time that they could have been delivered if the Customer had provided the appropriate documents; and (c) Bosch shall be allowed to store the Goods until their delivery, on the understanding that all costs incurred in this regard shall be borne exclusively by the Customer (including, but not limited to, storage and insurance costs).
- 15.5 Any liability of Bosch for failure to deliver or late delivery of Goods is expressly limited, at the discretion of Bosch, or until such time that the Goods have been replaced within a reasonable amount of time or until the issuing of a credit note at the pro rata rate specified in the Contract, which is deducted from the invoice issued for said Goods.



## **16. OWNERSHIP AND RISK (SALE OF GOODS)**

- 16.1 The parties expressly agree that Bosch retains ownership of the Goods until full payment of the Goods has been made. Any risk associated with the Goods shall be transferred to the Customer from their time of delivery at the Place of Delivery. Unless otherwise specified by Bosch, the transportation of Goods shall take place at the expense and risk of the Customer, regardless of the mode of transport and the payment terms. All claims relating to loss or damage incurred during transportation, loading or unloading shall be made only toward the carrier and not toward Bosch.
- 16.2 Until such time that ownership of the Goods has passed to the Customer, (a) the Customer may not destroy the packaging of the Goods, nor destroy, erase or obscure the markings on the packaging of the Goods or on the Goods themselves; (b) the Customer shall maintain the Goods in perfect condition and ensure them "against all risks" in the name of and on behalf of Bosch and at their full price and to the satisfaction of Bosch. The Customer shall submit the insurance policy to Bosch upon first request by Bosch; and (c) the Customer shall keep track of every payment that they receive on the basis of this insurance on behalf of Bosch and not mix said payments with any other moneys, nor deposit these into a bank account with a negative balance. The terms of this paragraph shall not affect the right of the Customer to sell the Goods in the course of their normal business.
- 16.3 Bosch shall be entitled to payment for the Goods, even in the absence of a transfer of ownership to the Customer.
- 16.4 The Customer grants Bosch and its agents and employees irrevocable permission to enter all locations where the Goods are or could be located at any time, with the purpose of inspecting or reclaiming the Goods.

## **17. TECHNICAL TESTING & ADVICE**

- 17.1 All Goods manufactured by Bosch have been tested in the factories of Bosch in accordance with its technical specifications. Any additional test required by the Customer shall be billed in addition to the price agreed upon in the Contract.
- 17.2 Bosch is not liable for the technical advice that Bosch offers, nor for any results that follow from any technical advice provided by Bosch. Any risks associated with the technical advice provided by Bosch and accepted by the Customer are to be borne by the Customer. The Customer is obligated to carry out self-inspections and verifications before applying technical advice.

## **18. ASSEMBLY/INSTALLATION/COMMISSIONING**

- 18.1 If assembly, installation or commissioning of the Goods provided forms part of the obligations or a separate obligation, Bosch shall, in addition to the

conditions included in these Conditions, be subject to the following conditions:

- a. By obligation or by separate deadlines specified by Bosch for assembly, installation or commissioning, these shall always begin at the time of the previous work (to be carried out by the Customer or by third parties) at such a stage of implementation that Bosch can commence with the execution of the work and proceed with said work unimpeded.
  - b. The Customer is obligated toward Bosch to allow work to be performed by Bosch during normal business hours, unless expressly agreed otherwise in writing.
  - c. The Customer is responsible for the timely provision of the data required for our activities before execution thereof.
  - d. The Customer bears the risk for damage caused by defects or the unsuitability of Customer which originate from him or are provided by him or by a supplier specified by him, and for failure to deliver or late delivery of the Customer referred to here.
  - e. The Customer bears the risk for errors and/or defects in the designs, calculations, designs, specifications and implementing rules provided by him.
- 18.2 Liability for damages, including damages resulting from delays attributable to the Customer in work to be carried out by Bosch, which arise from failure by the Customer to meet the conditions set out in this article, shall be borne by the Customer.

## **19. GUARANTEE**

- 19.1 Bosch guarantees that the Goods are free from manufacturing defects and comply with its technical specifications.
- 19.2 Bosch excludes any express or implied guarantee or responsibility of any nature whatsoever, with respect to the specific use that the Customer would like to make of the Goods, regardless of whether the Goods are used alone or in combination with other products.
- 19.3 Unless otherwise agreed upon in writing, the guarantee expires after the Goods have been used for 1200 hours, with a maximum of six (6) months after delivery.
- 19.4 The guarantee shall not apply if:
- a) the Goods have been modified or improperly installed by the Customer;
  - b) the Goods have not been used in accordance with the technical specifications of Bosch or – if no such technical specifications are available – in accordance with normal use;
  - c) the failure is due to the negligence of the Customer;
  - d) the Goods are installed by Bosch or someone else in accordance with the specifications of the Customer, along with other material that was not delivered by Bosch.

19.5 In no event shall Bosch be obligated to compensate the Customer for repair- or replacement work carried out by the Customer or by a third party without the prior written consent of Bosch.

19.6 The possible application of the guarantee shall – if repair is not possible or is economically unfeasible – in any case be limited to – at the discretion of Bosch – the replacement of the Goods or refunding of the purchase price. All replaced parts shall be owned by Bosch.

## 20. COMPLAINTS

20.1 The Customer is obligated to inspect the Goods and packaging immediately for any defects and/or visible damage, if and when Bosch informs the Customer that the Goods are available to the Customer. Any proven deficiencies and/or visible defects of the Goods and packaging shall be indicated immediately by the Customer on the delivery and/or transportation documents or within 2 business days – and shall include a precise statement of the nature and reasons – to Bosch in writing, failing which the Customer shall be considered to have approved that which has been delivered. In such a case, complaints with respect to the delivered Customer are no longer taken into consideration.

20.2 All other complaints, particularly complaints for alleged defective Goods, shall be made within ten (10) days after they could reasonably have been discovered.

20.3 Every complaint must be made in writing and received by Bosch within the time periods described above, failing which the right to issue this this complaint shall become null and void.

20.4 Any unauthorised intervention, of whatever nature, carried out by the Customer or by a third party on the Goods, divests the Customer of the right to file complaints or send these Goods back to Bosch unless there is sufficient evidence for Bosch that the complaint is not related to the above intervention, and on condition that such evidence is provided within ten (10) days after the defect could realistically have been discovered.

## 21. LIMITATION OF LIABILITY

Without prejudice to Article 19, on the following terms, the following terms establish the framework and the maximum financial liability of Bosch toward the Customer (including liability for the acts or neglect of employees, agents and subcontractors of Bosch) with regard to any breach of the Contract (including these Conditions) and for any information, statement, error, neglect or negligence in connection with the Contract. THE CUSTOMER'S ATTENTION IS DRAWN, IN PARTICULAR, TO THE FOLLOWING TERMS:

a) The liability of Bosch under all contracts relating to all Goods supplied by Bosch, is limited under all

circumstances to fulfill the guarantee obligations described in Article 19 of these Conditions.

- b) With the exception of the specifics in Article 19, the liability of Bosch – of any kind –, which could possibly arise in connection with the Contract, is in any case limited to an amount equal to 50% of the order in question; and
- c) Bosch bears sole liability for direct physical damage and shall not be liable to the Customer or any third party for any indirect or intangible damage that the latter may suffer under the Contract or in connection with the Contract. The concept of indirect damage involves any loss of profit, loss of business, damage to reputation, cost, etc., regardless of the cause of the damage.

## 22. EXPORT

22.1 If the Customer decides to transport Goods outside the Netherlands, they shall be solely responsible for the strict compliance with the applicable laws, regulations and administrative conditions at the Dutch level and/or at the level of the European Union and/or at the level of other international institutions that may apply to their transport into – or export out of – the customs territory of the European Community. Violation or attempted violation of these laws and regulations may result in penal consequences, including heavy fines and imprisonment. Under "attempted violation" the following, among others, is understood: supplies, transportation or possession of goods subject to licensing, with the intent to transport or export these goods illegally. The Customer shall therefore, in addition to the compliance with other obligations, ensure that they have obtained all the necessary permits and have scrupulously complied with all embargo measures imposed by the competent Dutch authorities or by an international organisation of which the Netherlands is a Member State. If the Customer wants to know whether the supply of Goods to a particular market is subject to licences or other restrictions, they shall, in the event of doubt, first request advice or a ruling from the competent Dutch authorities.

22.2 On all order forms for Goods, their intended use, the expected destination and the ultimate purchaser or user must be indicated. It shall also be indicated whether an authorisation, approval or notification will be required in the near future. The Customer shall take all reasonable measures to prevent the intended use, expected country of destination or the ultimate purchaser or user from later changing in a way that could lead to circumvention of the existing export prohibitions, licensing requirements or other forms of approval or notification. The Customer shall also bear in mind that exports from the Netherlands of products that contain US parts or components may be subject to an authorisation of one or more

official US authorities, depending on the destination of the product concerned.

- 22.3 Attributing delays to the application of export controls and/or the procedures for applying for export licences automatically lead to an extension of the agreed deadlines. In the event that the necessary permits are not granted, the affected parts of the Contract shall be considered null and void.
- 22.4 The Customer shall indemnify Bosch's first request for all direct or indirect damage that Bosch could suffer in the case of export of Goods.

## C. Special terms for the supply of Services

### 23. PERFORMANCE OF SERVICES

- 23.1 Unless otherwise agreed upon in writing by Bosch, the provision of Services (excluding engineering Services), shall take place at the location of the Customer.
- 23.2 Should the Contract make provision for a payment to be settled by means of installments and said installments are not paid on time, Bosch shall have the right to postpone or suspend the provision of Services by the same number of days as the number of days in arrears.
- 23.3 The Contract between Bosch and the Customer shall be for an indefinite period unless the content, nature and scope of the Contract specifies that it has been entered into for a fixed term ends or after performance of the Services has taken place.
- 23.4 Bosch may not be required by the Customer to commence the provision of Services before all the data necessary for this purpose are in the possession of Bosch.
- 23.5 The commitments shall have the exclusive character of obligations of effort to be met by Bosch, unless expressly agreed upon otherwise in writing. Bosch shall, when carrying out the Services, comply with all principles pertaining to a good contractor.
- 23.6 Furthermore, Bosch, during the provision of the Services, shall comply with the legal requirements arising from the safety and employment legislation in force in the Netherlands. The Customer shall inform Bosch with regard to special rules and measures applicable to dangerous and/or threatening situations at the (implementation) locations where the Services are to be performed.
- 23.7 The timeframe specified by Bosch in the offer, quotation, order confirmation or other documents, unless otherwise agreed upon explicitly in writing, shall never be regarded as a strict timetable. The published schedule can, among other things, also be affected by a change in the approach, work method or scope of the Contract and the Services resulting there from as well as by the time of the provision of information and data by the Customer, as mentioned in the article below, or by

unexpected impediment (caused by force majeure) of Bosch, by which Bosch is not (no longer) able to arrange timely replacement from their side. Exceeding of the specified time frame - due to one of the above reasons or for any reason whatsoever - shall not entitle Customers to the right to suspend any of their obligations toward Bosch, nor the right to damage compensation.

- 23.8 Before matching the date or period of performance of the Services, Bosch shall make (work) appointments with the Customer. If Bosch, for whatever reason, is unable to perform the Services at the agreed times, they shall notify the Customer of this fact as soon as possible. Following this, the Customer and Bosch shall set new replacement (work) agreements. Costs arising from the inability to perform the Services on the agreed date/time, shall be charged separately by Bosch to the Customer's account, unless the cause of the delay is on the part of Bosch. Bosch shall perform its Services exclusively during its own normal working hours, unless expressly agreed otherwise in writing.
- 23.9 If personal data has to be processed, directly or indirectly, for the execution of the Services, the Bosch standard template of the processing agreement will apply, except if otherwise agreed between parties.
- 23.10 The performance to be provided by Bosch is set out in the Contract. Changes to the Contract shall be valid only to the extent agreed in writing between parties.
- 23.11 Additional work shall be deemed to be anything delivered or installed by Bosch in excess of the quantities specified in the Contract. Additional work and/or additional deliveries which are demonstrably necessary during the realization phase or which are required by the Customer must be agreed in writing. Additional work and/or additional deliveries will be charged additionally.

### 24. COMPLAINTS

- 24.1 In order to invoke the responsibility of Bosch, the Customer shall inform Bosch by registered letter and this shall be accomplished within the following deadlines:
- ◆ for culpable defaults that could have been identified during the performance of the Services, within the three (3) days after they could have been established;
  - ◆ for culpable defaults that could not be reasonably determined by the performance of the Services, within the shorter of the following periods:
    - (i) ten (10) days after establishment of the culpable default or after the Customer could reasonably establish these;
    - (ii) thirty (30) days after the end of the Services or the end of the Contract.

24.2 Every complaint must be made in writing and received by Bosch within the time periods described above, failing which the right to issue complaints is rendered null and void.

24.3 Any unauthorised intervention, of whatever nature, carried out by the Customer or a third party, renders null and void the right of the Customer to file a complaint.

## 25. LIMITATION OF LIABILITY

The following terms set out the framework and maximum financial liability of Bosch toward the Customer (including liability for the acts or neglect of employees, agents and subcontractors of Bosch) regarding any breach of the Contract (including these Conditions) and for any information, statement, error, omission or negligence in connection with the Contract. THE CUSTOMER'S ATTENTION IS DRAWN, IN PARTICULAR, TO THE FOLLOWING TERMS:

Unless there is intent or deliberate recklessness on the part of Bosch, the following terms apply:

- a) The liability of Bosch – of any kind – that could possibly arise in connection with the Contract, shall be limited in each case, at Bosch's discretion, either to supplement, modify or renew provision of Services from which it can be established that they are defective, in order to bring them into line with the contractual requirements, standards of professional practice and/or rules of the art, or to reimburse solely the direct material damage that is limited to a maximum amount equal to 50% of the amount of the total fee as agreed upon in the Contract; and
- b) Bosch shall not be liable toward the Customer or any third party for any indirect damage that they could suffer under the Contract or in connection with the Contract. The concept of indirect damage shall include, among others, any loss of profit, commercial loss, loss of reputation, any costs, etc., regardless of the cause of the damage.

## 26. INTELLECTUAL PROPERTY RIGHTS (in addition to Article 11.)

Bosch retains all intellectual property rights relating to all Services, or the fruits thereof, even if they come into being in the context of the implementation of the Contract or instructions of the Customer. The Customer acquires ownership of the results of the Services and the documents for which the fee has been paid. The Customer has the right to reproduce these documents for use within its own organisation, insofar as it fits within the purpose of the Contract or the project. The foregoing also applies to early termination of the Contract for any reason whatsoever.

## D. Special terms for the sale and delivery of Software

### 27. GENERAL

It is expressly agreed that the relations between the parties, with regard to the Software, also in additional degree and *mutatis mutandis*, is governed by the General terms and the Special terms of Bosch for the sale of Goods and the provision of Services. In this context, the term Goods as well as the term Software include the concept of Services, the installation of Software and the training of assistants. In the event of conflict with other General terms or Special terms of Bosch with regard to the Goods or Services, these Special terms shall prevail.

### 28. SOFTWARE LICENCE AND USER RIGHTS

28.1 Bosch is committed to deliver the Software to the Customer that is specified in the Contract and grant the Customer a user licence for the Software for a definite or indefinite period of time as stated in the Contract.

28.2 Bosch is allowed to provide Software that is owned by Bosch or by third parties. The copyright of the Software belongs exclusively to Bosch or to a third party that is the licensor. The rights to the Software and Documentation are further defined in Article 33 of the Special terms.

28.3 In the case of Software being owned by third parties, the supply conditions, licences, guarantees, conditions of support and other contractual conditions of the supplier shall, according to the Special terms and the Contract, apply from the moment that Bosch has informed the Customer of its contents. Specific conditions of the contractual conditions of the relevant supplier, that are not in accordance with these Special terms or the Contract, shall always prevail over these Special terms and/or the Contract. Without prejudice to the rights of Bosch to speak directly to the Customer to exercise their rights, the third-party supplier of Software may also contact the Customer directly to exercise his rights.

28.4 The Contract shall determine which Software is provided, the type of licence and the applicable price.

28.5 Bosch distinguishes between the following types of licences:

- single licence: Bosch grants the Customer a non-exclusive licence to use the Software on only one device (Target hardware) or at one workplace. The licence applies to the agreed duration, and failing that, for an indefinite period;
- multiple licence: Bosch grants the Customer several single licences as agreed in the Contract;
- Copy licence: Bosch grants the Customer the right to make as many duplicates of the Software as agreed upon in the Contract and



to simultaneously use on the number of units (Target hardware) or work locations agreed upon in the Contract. The Customer shall comply with the transferred application conditions; the Customer shall maintain a list of where all the duplicates are located and shall hand this list over to Bosch upon first request;

- network licence or server licence: Bosch grants the Customer the right to install the Software on a network server and at the same time use it on as many devices (Target hardware) or work locations as agreed upon in the Contract. Using the Software on a network server is only permitted if the Customer has a network licence or a server licence.

28.6 The Software may only be used subject to the restrictions specified in the Contract. More specifically, the Software may only be used for the duration, for the purposes, at the work sites specified and with the material in the number of duplicates and by the number of users specified in the Contract.

28.7 The Customer may provide the Software solely for its internal operations and may not extend use the Software to third parties. The Customer may only transfer the Software to a third party when they discontinue use of the Software.

This right of transfer is discretionarily revocable. If the Software forms part of, or is used together with Target hardware, the Software can only be transferred if it is used together with the Target hardware. In the case of multiple licences and copying licences, this rule applies to the transfer of all licences and the rule states that all licences along with all appliances (Target hardware), on which the Software may be installed, must be transferred. In the case of transferral, all copies shall be transferred by the Customer to the transferee or destroyed. Furthermore, the Customer shall provide all Documentation, and the text of these Special terms and of the Contract, to the transferee. The Customer shall ensure that the transferee knows the terms of these Special terms of the Contract and complies with them. The Customer may not grant sub-licences of Software and may not grant more rights to the transferee than they themselves possess according to the terms of these Special terms and the Contract.

28.8 The Customer is permitted:

- a) provided that no anti-copy protection is associated with the Software, to make one backup copy of the Software and this solely for backup purposes; while all notifications regarding copyright, all possible other intellectual property rights, and registration codes are copied;
- b) to copy the documents, if required for security reasons, for the internal use of the Software within the company of the Customer,

provided that all notifications regarding copyright and any other intellectual property are also copied;

- c) to transfer the Software from one device (Target hardware) or work location to another device or work location of the Customer provided that the number of users and licences is complied with.

28.9 The Customer is not permitted:

- a) to compile the Software in whole or in part, disassemble, translate, modify, reverse engineer, remove parts of the Software or use it separately or allow a third party to perform these operations, except in cases and within the bounds of what is expressly authorised and provided for by the legislation, transposing into Dutch law, of the European Directive of May 14, 1991 on the legal protection of computer programs, in particular if Bosch makes incomplete information available with a view to interoperability of the Software with the relevant computer programs of the Customer;
- b) to develop other software on the basis of the Software;
- c) to commercialise the Software or the Documentation or any part thereof, to rent it out, publicise it, or distribute it in any way;
- d) to use third-party software, which is provided by Bosch, together with the Software provided outside the normal operation as specified under these Special terms or the Contract;
- e) to remove or change any security key that forms part of the Software; should the deactivation of the key be necessary, Bosch shall provide the necessary actions to do so;
- f) to use the Software over a network, unless the Customer has a network licence;
- g) to remove or change the alphanumeric codes of the data carrier of the Software; if duplication is permitted, these must be duplicated unchanged.

The above list of prohibitions is not exhaustive.

## 29. INSTALLATION AND SUPPORT

29.1 Unless expressly provided for in the Contract, Bosch shall not be responsible for the installation, maintenance, improvement or problem solving with regard to the Software, nor for any Documentation or training relating to the Software.

29.2 If the Services described in paragraph 1 are provided for in the Contract, the Services on installation and support, including where and how they are delivered and the additional cost, should be explicitly stipulated in the Contract.

### **30. COMMENCEMENT OF USE, RISK & INSPECTION**

30.1 The carriers of the Software shall be the risk of the Customer from the time of delivery at the Place of Delivery. In the case of provision of Services via a telecommunication network, such as the Internet, the risk shall be transferred when the Software leaves the area under the control of Bosch (e.g. during downloading). Unless otherwise specified by Bosch, any risk entailed by the transfer or downloading of Software shall be borne by the Customer.

30.2 The Customer shall ensure that the Software, the carriers of the Software and any packaging always carry clear identification of the holder of the intellectual property rights of the Software and of all the recognition codes of the Software.

### **31. GUARANTEE**

31.1 If the parties have expressly agreed that Bosch shall install the Software, the Customer shall be expected to examine the Software and to have accepted it unless a duly justified and written notice from the Customer is made and received within 24 hours after the activation of the Software. In all other cases, it shall be deemed that the Customer has investigated, tested, and definitely accepted the Software if no targeted written complaints are addressed to Bosch within 48 hours of delivery.

After the expiry of these 24 or 48 hours, the right to non-conformity of the received Software with the Specifications of the Contract or with the ordered Software shall become null and void.

31.2 The Customer is solely responsible for the choice of Software and the preliminary examination to establish whether the functions and performance of the Software meet their requirements. Bosch can therefore, under no circumstances, be liable for any deviations of the Software regarding its intended use by the Customer at the time the Contract was signed, even if Bosch was aware of such intended use. In other words, Bosch cannot be held responsible for any deviation, even if such deviation is substantial or conclusive regarding the functions or the performance of the ordered Software. Nor can Bosch be made liable for any deficiency or functional (hidden) non-conformity whatsoever.

31.3 Similarly, the Customer is solely responsible for the consequences of using the Software, regardless of whether the Software is used together with the Target hardware or other materials.

31.4 If the Customer or a third party changes the Software installed by Bosch or if the Software is removed, the guarantee of Bosch shall not cover the Software nor the carrier.

31.5 Bosch does not guarantee that the provided Software will work with the IT environment of the

Customer. In particular, Bosch does not warrant that the Software is compatible with the Software and materials of the Customer.

31.6 Bosch can only be held liable for any structural hidden defects of the Software that materially change the functionality or performance of the Software.

This liability and this guarantee are expressly subject to the following limits and reservations:

a) The Software is intended for use by a large group of users and has a general character. Bosch therefore only guarantees that the Software was developed with normal professional care in accordance with the Documentation at the time of concluding the Contract.

b) The Customer understands and accepts that it is impossible to develop Software that works flawlessly under all forms and in all combinations. Therefore, the operation and performance of the Software and the guarantees relating thereto, are expressly subject to and limited to the descriptions of Bosch until the moment that the Contract is concluded, except for all the other features, performance or additional guarantees.

c) Only reproducible deviations from the product descriptions that are proven by the Customer shall constitute defects of the Software. Moreover, the Software is not considered to be defective if the defect does not appear in the final version of the Software as transferred to the Customer. The Customer is reasonably expected to have installed this latest version and to have used it.

d) Bosch is committed – within reasonable and commercially viable bounds – to correct or replace each defective element in the sense of this article – (e.g. via a bypass, an update or an upgrade to the Software). The foregoing is the sole obligation of Bosch regarding the Customer in the framework of the guarantee. To make its right to the guarantee possible, the Customer shall grant Bosch access to the Software and the Customer shall comply with the terms of this article of these Special terms. If the correction or replacement is unsuccessful and the non-compliance with the guarantee continues to exist, the Customer shall be entitled to a proportional reduction of the price.

31.7 The responsibility and guarantee of Bosch for defects or non-compliance shall also be subject to these limitations and reservations:

a) The Customer shall take all reasonable steps to avoid or limit the consequences of defects in the Software. Bosch shall be notified, in writing and without delay, of defects and, if possible, with a detailed description of the defect and the data processing environment.

The Customer shall fully cooperate with Bosch to resolve the problem.

- b) The Customer shall ensure that the programs and data that come in are regularly processed and protected.
- c) Unless otherwise agreed or otherwise required by law, the guarantee expires six (6) months after the installation of the Software. This period of six (6) months shall, regardless of circumstances, begin no later than six (6) months after delivery of the Software or upon receipt of notification by Bosch that the Software is ready to be delivered.
- d) The guarantee shall not apply in the following cases:
  - i. The Software has been modified, incorrectly installed or is not in accordance with the technical specifications of Bosch or has not been used in a normal way;
  - ii. The Software was transported to a place other than the place of business of the Customer, unless this transport has been reasonably justified according to normal use of the Software and is in accordance with the terms of the Contract and the Special terms;
  - iii. The defect is attributable to the Customer;
  - iv. The Software was, in accordance with the specifications of the Customer, installed by Bosch or by a third party or using materials that were not made by Bosch;
  - v. The Customer is a professional in the IT sector or, more generally, of high-tech products.

31.8 In no circumstances shall Bosch be obligated to compensate the Customer for repair or replacement work carried out by the Customer or by a third party without the prior written consent of Bosch.

## 32. COMPLAINTS

Any unauthorised intervention, of whatever nature, carried out by the Customer or by a third party on the Software, shall render null and void the right of the Customer to file complaints or return the Software to Bosch.

## 33. INTELLECTUAL PROPERTY RIGHTS

33.1 Bosch guarantees that the copyright to the Software and all components of the Software, as well as the methods, models, descriptions, specifications, modules and Documentation related to the Software, are owned by Bosch (or a third party licensor) in the country of the Place of Delivery.

33.2 Any additions and enhancements to the Software and Documentation carried out by Bosch, shall remain the exclusive property of Bosch under any circumstances. The rights of use, regarding the completed or improved Software or

Documentation, are subject to the same rules as the right to use the Software and Documentation itself under the terms of the Contract and the Special terms.

33.3 The Software comes in the form of a readable file (executable file). The source code of the Software is and remains the property of Bosch and shall not be delivered to the Customer.

33.4 If the licence is terminated, for whatever reason, the Customer shall remove the Software from their systems and return to Bosch or destroy the carriers of the Software, specifications and other Documentation and all copies - in paper, electronic or any other form - and confirm this in writing to Bosch.

33.5 If the Customer's use of the Software or any part thereof ceases by virtue of a claim, as referred to in article 31.5, or a conviction resulting therefrom, Bosch shall, at its discretion:

- i. either obtain the right for the Customer to continue using the Software;
- ii. or adjust or replace the alleged infringing part of the Software so that an end is put to the infringement;
- iii. or take back the infringing part of the Software and the amounts that the Customer paid for it, refund it to the Customer, whereby a reasonable fee shall be deducted for the use that has occurred up to the time of readmission.

33.6 The guarantee for this product is the only guarantee that Bosch provides in this regard. This guarantee does not apply: (1) when the Software has been modified by the Customer or used in violation of the agreed use or in violation of legal, regulatory or contractual terms, or (2) when the Software is used in conjunction with a product that was not supplied by Bosch and/or for which the Software is not intended.

33.7 The guarantee of this article shall apply only on condition that:

- i. Bosch is informed immediately and in writing of the existence of possible claims or complaints
- ii. the Customer does not acknowledge infringement of any rights or legitimate interests of third parties;
- iii. the Customer discontinues use of the Software to mitigate the damage or for any other reason, the Customer immediately makes it clear to the third party that this does not constitute recognition of a breach of whatever rights or legitimate interests of the third party; and
- iv. Bosch is provided an opportunity to take on the negotiations or the defense in a timely fashion in the context of a judicial or arbitral procedure and with full cooperation on the part of the Customer in connection with this defence.

### **34. LIMITATION OF LIABILITY**

34.1 Without affecting the above, the following terms establish the maximum financial liability of Bosch toward the Customer (including liability for the acts or omissions of employees, agents and subcontractors of Bosch) regarding any breach of the Contract (including these Special terms) and any information, statement, error, omission or negligence in connection with the Software or the Contract.

34.2 THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING TERMS. Unless there is intent or deliberate recklessness on the part of Bosch, the following terms apply:

- a) The liability of Bosch under all contracts, relating to all Software provided by Bosch, shall under all circumstances be limited to fulfilment of the guarantee obligations described in Article 31 of these Conditions or, if Bosch so decides, the reimbursement of a proportion of the price agreed upon in the Contract. In this context: (i) the notion of responsibility includes every liability under negligence, fault, gross negligence, gross error, misinformation, crime, violations of the law and/or infringement of any intellectual property or other proprietary rights in the broadest sense (including those that relate to know-how or trade secrets), and (ii) the total aggregate liability of Bosch, with respect to the Software or the Contract, shall in any case exceed the price or licence fee that Bosch receives in the context of the relevant licence at the time of the alleged adverse event; and
- b) Bosch shall not be liable to Customers or any third parties for any indirect damage that the latter two parties may suffer under the Contract or in connection with the Contract. The concept of indirect damage shall involve any incorrect data processing, any loss of data, any loss of profit, commercial loss (including loss of professional opportunities, loss of reputation and business interruption), third-party damage, personnel and other expenses, etc. regardless of the cause of the damage; and
- c) Bosch shall only be liable for direct property damage regardless of the circumstances.

Regardless of the circumstances, the liability of Bosch, if the Software is owned by a third party Software supplier, shall never be larger than the liability of the third party.

### **35. EXPORT**

The terms of Article 22 shall apply here *mutatis mutandis*.

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