

## 1. Scope of application, conclusion of contract

- 1.1 The sale and delivery of goods, including any software contained therein or delivered together with the goods (hereinafter collectively referred to as "Deliveries") to our customers is performed exclusively on the basis of these General Terms and Conditions of Sale and Delivery (hereinafter "Delivery Conditions"), provided that the customer is an entrepreneur, a legal entity under public law or a special fund under public law. Any terms and conditions of the customer, which are contrary to or deviate from our Delivery Conditions or from statutory provisions, shall not apply, unless we expressly agree to their validity in writing. Our Delivery Conditions shall also apply, if we carry out deliveries to the customer without any reservation in the knowledge that the terms and conditions of the customer conflict with or deviate from this Delivery Conditions or statutory provisions.
- 1.2 These Delivery Conditions shall also apply within the framework of an ongoing business relationship to all our future Deliveries to the customer, even if we do not refer to these Delivery Conditions in each individual case.
- 1.3 Our quotations are - unless otherwise specified - binding and may only be accepted by the customer within 30 days of receipt.
- 1.4 Changes to the Deliveries at the request of the customer (e.g. in design and process) are performed exclusively on the basis of a written agreement, in which the consequences of such a change are to be resolved, especially with respect to additional or reduced costs or delivery dates.
- 1.5 If our Deliveries contain software (see Section 1.1), our license conditions shall take precedence; if our Deliveries contain open source software (hereinafter "OSS"), the respective OSS license conditions shall take precedence over all conflicting license and other conditions relating to the Deliveries. We provide these license conditions together with the Deliveries and, upon customer's request, make them available to the customer in advance.
- 1.6 Unless statutory law provides for stricter formal requirements, legally relevant declarations and notifications of the customer in relation to the contract (e.g. setting of deadlines, notification of defects) shall be made in writing (written or text form, e.g. email).
- 1.7 References to statutory provisions are for clarification purposes only. Even without such a clarification, the statutory provisions shall apply, unless they are amended or expressly excluded in these Delivery Conditions.

## 2. Prices, terms of payment, invoicing

- 2.1 Unless otherwise agreed, our prices are net prices in Euro on the basis of "FCA shipping point of our supplying plant/warehouse" (Incoterms 2020) plus packaging, storage, insurance and legally owed value added tax/sales tax as well as any other taxes and duties.
- 2.2 Value-added tax/sales tax is not charged, if the conditions for a tax exemption are met. In case of deliveries to EU member states (intra-Community deliveries), the customer shall cooperate in a suitable manner in providing evidence of the intra-Community delivery in line with the requirements with the local law without undue delay. In particular, we can demand a dated and signed confirmation of receipt of the intra-Community delivery. The receipt shall contain at least the name and address of the consignee of the Deliveries, the quantity and usual description of the Deliveries and the place and date of receipt of the Deliveries. In addition, the customer shall provide his valid VAT ID number. If the relevant documents are not provided to us, the tax exemption of intra-Community deliveries shall not apply; in addition, the customer shall reimburse us for any official surcharges.
- 2.3 If no fixed price, but our list or catalog price is agreed, the following applies: If, in accordance with the agreement, the delivery takes place more than four months after conclusion of the contract, our list prices valid at the time of delivery shall apply (in each case less any agreed discount). If the delivery takes place within the framework of a continuous supply obligation, the list price valid at the time of delivery shall apply in each and any case.
- 2.4 If, after conclusion of the contract, cost reductions or cost increases occur (e.g. because of changes in wages or material prices), each party may demand negotiations on a price adjustment.
- 2.5 Payments by the customer shall be made to one of our bank accounts within 30 days of the invoice date. We are entitled to perform deliveries only against reciprocally and simultaneously payment (e.g. by cash on delivery or direct debit) or on an advance payment; we communicate a corresponding reservation in our order confirmation at the latest.

- 2.6 In the event of default of payment, we are entitled - without prejudice to further claims - to accelerate all claims under this contract so that they are due immediately or to demand adequate securities. We also have the right in this case to perform any still outstanding Deliveries only against advance payment or provision of adequate security.
- 2.7 If, after conclusion of the contract, it becomes apparent (e.g. in case the Customer files for insolvency proceedings or similar proceedings) that our purchase price claim is jeopardized because of the customer's inability to pay, we are entitled to exercise our right to retention and - if necessary, after setting a grace period - to rescind the contract (*Rücktritt*). In case of contracts concerning the production of non-fungible items (*unvertretbare Sachen*), we are entitled to rescind the contract immediately; the statutory provisions concerning the dispensability of setting a grace period shall remain unaffected.
- 2.8 The customer shall only be entitled to offset counterclaims or withhold payments to the extent that his counterclaims (i) are undisputed or have been established with legally binding effect, or (ii) are ready for decision after *lis pendens*, or (iii) are in a reciprocal relationship to our claim.

## 3. Delivery, delivery periods and dates, delay in delivery

- 3.1 Unless agreed otherwise, our Deliveries are performed "FCA shipping point of our supplying plant/warehouse" (Incoterms 2020), which is also the place of performance for our Deliveries and any subsequent performance.
- 3.2 Delivery periods and dates are agreed on a case-by-case basis or determined in our quotation. The commencement of and compliance with the agreed delivery periods and dates shall be subject to customer's fulfillment of all cooperation obligations, in particular the timely provision of all documents, permits, investigations, releases, provisions and customer's compliance with the agreed payment terms. If these prerequisites are not properly fulfilled in good time, delivery periods shall be extended and delivery dates postponed accordingly. Our other statutory claims shall remain unaffected.
- 3.3 We are entitled to make partial deliveries and to issue corresponding invoices, provided that these are reasonable for the customer. Partial deliveries are reasonable if (i) the partial delivery can be used by the customer within the scope of the contractual purpose, (ii) the delivery of the remaining ordered Deliveries is ensured and (iii) the customer does not incur any considerable additional work or additional costs as a result (unless we declare to bear these costs).
- 3.4 The occurrence of our delay in delivery shall be determined in accordance with statutory provisions. The customer may withdraw from the contract (*Rücktritt*) according to these statutory provisions only, if we are responsible for the delay. Section 7 shall apply to claims for damages due to delay.
- 3.5 If non-compliance with agreed delivery periods is due to force majeure or other unpreventable events beyond our reasonable control (non-availability of performance e.g. due to epidemics, war, terrorist attacks, including those affecting our suppliers), the delivery periods and delivery dates provided for the execution of the Deliveries shall be extended accordingly, plus a reasonable period for the (re-)start of production. This also applies to industrial actions affecting our suppliers or us. If force majeure events or equivalent events continue for more than 3 months, each party has the right to withdraw from the contract, provided that an adjustment of the contract is not possible.

## 4. Scope of delivery, condition of the Deliveries

- 4.1 The quality of our Deliveries is conclusively described in the agreed product or performance descriptions, specifications and labels. Any quality of the Deliveries deviating from this shall be deemed accepted by the customer, if and to the extent the customer releases the Deliveries.
- 4.2 The responsibility for the integration of the Deliveries into the overall system (e.g. vehicle) lies with the customer. We do not assume any warranty for the quality of the Deliveries (in particular with regard to construction) including the materials used, if and to the extent as these were directed by the customer. If and to the extent the customer has developed the Deliveries and we manufacture the Deliveries developed by the customer according to specifications of the customer, the customer shall ensure that the Deliveries comply with all applicable legal regulations. If the customer obtains knowledge that the Deliveries do not comply with applicable legal regulations, he shall inform us immediately. We are entitled to carry out a respective analysis ourselves. In cases of doubt, the

customer is obliged to prove conformity with all applicable legal regulations. We are entitled to retain Deliveries until the customer provides evidence for the conformity of the Deliveries with these legal regulations. In the event of a claim by third parties due to the customer's violation of the obligations mentioned in this Section 4.2, the customer shall release us internally from any liability.

4.3 If our Deliveries contain software (see Section 1.1), to which our license conditions or Section 4.4 do not apply, upon transfer of risk the customer shall be granted non-exclusive rights to use the software, to the extent the software is required for the use of the Deliveries intended under the contract.

4.4 To the extent our Deliveries contain Integrated Electronics, licenses for the use of the industrial property rights of third parties and patent pools, which we designate in the product or service descriptions or specifications, are not part of the Deliveries; the customer is obliged to obtain these directly from the owners of the property rights or from the administrator of the respective patent pool. "Integrated Electronics" means components implementing standards, and/or related software, supplied or provided by suppliers. "Standards" means a technical specification or function adopted by a standardization body (such as ETSI or IEEE). The Deliveries also do not include licenses for other industrial property rights of third parties, of which the Integrated Electronics contained in the Deliveries make use; the provisions for damages according to Section 7.2 shall apply accordingly to any liability of us. At the request of the customer, we will inform him about the Integrated Electronics contained in the Deliveries and give existing information on third party industrial property rights, to the extent this is actually and legally possible for us and the information is necessary for the customer to obtain licenses for the third party industrial property rights concerned.

## **5. Material defects and defects of title**

5.1 Unless otherwise provided for in these Delivery Conditions, including the following provisions, the statutory provisions shall apply in the event of material defects and defects of title. Section 6 shall apply to defects of title caused by the infringement of industrial property rights and copyrights of third parties.

5.2 The customer's claims for defects require that the customer inspected and notified defects in accordance with statutory provisions.

5.3 At our request, the customer shall return allegedly defective Deliveries to us at his own expense. In the event the complaint is justified, we reimburse the costs of the most favorable manner of transport; this shall not apply if the costs increase because the Deliveries are located at a place other than the place of intended use. In the event of unjustified notification of defects, we are entitled to demand reimbursement from the customer for the expenses incurred by us (e.g. transport, labor and material costs), unless the lack of defect was not recognizable to the customer.

5.4 Subsequent performance shall be effected at our discretion by rectification of defect or replacement delivery. In the case of software, we fulfill our obligation to remedy the defect, if we provide a software version, which no longer contains the defect. The installation of the software, which is provided within the scope of the subsequent performance, is the responsibility of the customer, insofar as the installation is technically possible for the customer. In the case of software, the rectification of defects may also be carried out by pointing out a possibility of circumventing the defect, provided that this is reasonable for the customer taking into account the effects of the defect and the circumstances of the circumventing solution pointed out. Our right to refuse subsequent performance according to statutory provisions remains unaffected.

5.5 We remedy defects or carry out replacement deliveries as a gesture of goodwill and without any recognition of a legal obligation. An acknowledgment of the defect, which may lead to a new start of the limitation period, shall only exist if we expressly declare this to the customer.

5.6 If the supplementary performance fails or if a reasonable period of time set by the customer for the supplementary performance has expired without success or is dispensable according to statutory provisions, the customer may withdraw (*Rücktritt*) from the contract or reduce the price in accordance with statutory provisions.

5.7 Warranty claims are excluded, if the failure occurred after the transfer of risk because of e.g. natural wear and tear, the violation of operating, maintenance and installation instructions, unsuitable or improper use, incorrect or negligent handling, storage or installation or because of interventions in the Deliveries by the customer or third parties.

5.8 The customer must ensure that its personnel and any third parties intended to work or get in contact with the Deliveries, are aware of all our operating instructions, manuals or instructions for use of the Deliveries. The

customer must instruct the aforesaid personnel and any third parties in relation to the handling, use, calibration, storage, transport and the correct disposal of the Deliveries accordingly.

5.9 In any case, the specific statutory provisions applying in the case of a final delivery of the unprocessed Deliveries to a consumer shall remain unaffected, even if the consumer has further processed the Deliveries (*Lieferantenregress*).

5.10 In case of a breach of duty other than relating to a defect, the customer may only withdraw or terminate the contract in accordance with statutory provisions, if we are responsible for the breach of duty.

5.11 Claims for defects shall become statute-barred 12 months after the start of the statutory limitation period. Deviating from the above, the statutory limitation period shall apply in the case of § 438 (1) No. 1 a) BGB (*right in rem of a third party*) and § 438 (1) No. 1 b) BGB (right entered in the Land Register), §§ 438 (1) No. 2 BGB (building; object that has been used for a building in accordance with its usual purpose and causes the defectiveness of the building) and in the case of fraudulent intent.

5.12 The customer's claims for damages and reimbursement of expenses, even in case of defects, shall only exist in accordance with the provisions of Section 7 and is excluded in all other cases.

## **6. Intellectual property rights**

6.1 We shall not be liable for claims arising from the infringement of industrial property rights or copyrights of third parties (hereinafter "Property Rights") if the customer or companies in which the customer directly or indirectly holds a majority of the capital or voting rights have or had the Property Right or the right to use.

6.2 We shall only be liable for claims arising from the infringement of Property Rights, if at least one Property Right of the same Property Rights family has been published either by the European Patent Office or in either the Federal Republic of Germany, France, the U.K., Austria or the U.S.

6.3 The customer shall inform us immediately on infringement risks and alleged infringements that become known to him, and give us the opportunity to jointly oppose such claims. At our request – as far as possible and permissible – the customer shall allow us to conduct the litigation (including out of court).

6.4 At our discretion, we are entitled (i) to obtain a right of use for the Deliveries, which infringe a Property Right, (ii) to modify the Deliveries in such a way that they no longer infringe the Property Right, or (iii) to replace Deliveries by an equivalent substitute, which no longer infringes the Property Right. We reserve the right to take these measures even if the infringement of Property Rights has not yet been legally established or acknowledged by us.

6.5 Any claims of the customer shall be excluded (i) to the extent that the customer is responsible for or has caused the infringement of Property Rights, (ii) if the customer does not reasonably support us in the defense against claims asserted by third parties, (iii) if the Deliveries have been manufactured in accordance with the specifications or instructions of the customer, (iv) if the infringement of Property Rights results from use in combination with another product (including software) not stemming from us or released by us, or (v) if the Deliveries are not used in accordance with the contract.

6.6 The customer's claims for damages and reimbursement of expenses shall exist in the case of Property Right infringements only in accordance with the provisions of Section 7. Sections 5.11 and 7.4 shall apply accordingly to the limitations for claims based on infringements of Property Rights. Any further claims of the customer due to the infringement of Property Rights other than those regulated in this Section 6 are excluded.

## **7. Compensation for damages and expenses**

7.1 Unless otherwise provided for in these Delivery Conditions, including the following provisions or a separate liability agreement, we shall be liable - irrespective of the legal basis (contract, tort, indemnity or any other legal basis) - for damages and reimbursement of expenses (hereinafter "Damages") in accordance with statutory provisions.

7.2 We shall be liable for Damages in cases of intent and gross negligence (*grobe Fahrlässigkeit*). In the case of simple negligence (*einfache Fahrlässigkeit*), we shall only be liable - subject to a lesser level of liability existing in accordance with statutory provisions (e.g. due care in our own matters) - (i) for damages resulting from injury to life, body or health, and (ii) for damages resulting from the breach of a material contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in these cases, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

7.3 The limitations of liability resulting from Section 7.2 shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods, and for claims of the customer under the Product Liability Act (*Produkthaftungsgesetz*).

- 7.4 Contractual and non-contractual claims of the customer for damages based on a defect in the Deliveries shall become statute-barred two years after delivery, unless statutory law mandatorily provides for a longer period of limitation. In the cases of Sections 7.2 (i) and 7.3, the claims of the customer for Damages shall become statute-barred in accordance with statutory provisions.
- 7.5 Insofar as our liability for Damages is excluded or limited in accordance with the above provisions, this also applies with regard to the personal liability for damages of our associates, representatives and vicarious agents.
- 8. Reservation of title**
- 8.1 We reserve title to the Deliveries until all claims to which we are and will be entitled under the business relationship have been fulfilled in full (hereinafter "Reserved Property").
- 8.2 Insofar as maintenance and inspection work is required on the Reserved Property, the customer shall carry this out in good time at his own expense.
- 8.3 The customer shall be entitled to process or combine our Reserved Property in the course of his normal business operations. We shall acquire co-ownership of the products resulting from the processing or combination in order to secure our claims as set out in Section 8.1, which the customer hereby assigns to us; they shall also become our Reserved Property. The customer shall store the Reserved Property free of charge as a contractual accessory obligation. The amount of our co-property share is determined by the ratio of the value of our Deliveries (calculated according to the final invoice amount including VAT) to the value of the products resulting from the processing or combination at the time of processing or combination.
- 8.4 The customer is entitled to resell in the ordinary course of business against cash payment or under reservation of title. The customer hereby assigns to us in full all receivables with ancillary rights to which he is entitled from the resale of the Reserved Property, irrespective of whether our Reserved Property has been further processed or not. The assigned receivables serve to secure our claims in accordance with Section 8.1. The customer is entitled to collect the assigned receivables. We may revoke the customer's rights under this Section 8.4 if the customer does not properly fulfill his payment obligations to us, defaults on payment, ceases payment, or if the customer applies for the opening of insolvency proceedings or comparable proceedings for the settlement of debts on his assets. We may also revoke the customer's rights under this Section 8.4 if a significant deterioration in the customer's financial circumstances occurs or threatens to occur or if the customer is in a state of insolvency or over-indebtedness.
- 8.5 At our request, the customer shall inform us immediately in writing to whom he has sold the Reserved Property and which receivables he is entitled to from the resale, as well as issue us at his expense with publicly certified documents on the assignment of the receivables.
- 8.6 The customer shall not be entitled to dispose of our Reserved Property or of the receivables assigned to us in any other way. The customer shall inform us immediately of any attachments or other legal impairments of the Reserved Property or the receivables. The customer shall bear all costs, which must be incurred to cancel the access of third parties to our Reserved Property and to regain the Reserved Property, unless they can be collected by third parties.
- 8.7 If the value of the securities existing for us exceeds our receivables by a total of more than 10%, we shall release securities of our choice at customer's request.
- 8.8 If the customer acts in breach of contract, in particular if he fails to pay the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the Deliveries on the basis of the reservation of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the Deliveries and reserve the right to withdraw from the contract. If the customer does not pay the due purchase price, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if such setting of a deadline is dispensable according to the statutory provisions.
- 9. Export control and customs**
- 9.1 Each party is entitled to refuse to perform its obligations under this Delivery Conditions insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international [re-]export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to this contract (hereinafter "Foreign Trade Law"). In such cases, either party is entitled to terminate this contract to the extent necessary.
- 9.2 In case of delay in the performance of obligations under this Delivery Terms caused by licensing, authorization or similar requirements or caused by other Foreign Trade Law procedures (hereinafter "Authorization"), the time of performance for such obligations is extended/moved accordingly and neither party shall have any liability for non-compliance related to such delay. Should an Authorization be denied or not granted within 12 months after filing the application, we are entitled to terminate this contract to the extent the performance of the obligation requires this Authorization.
- 9.3 Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance according to clause 9.1 or delay in performance according to clause 9.2.
- 9.4 Upon our request, the customer shall provide any information and documents necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on the end customer/user, the destination and the intended end -use of the Deliveries. We may, in our sole discretion, refuse to perform our obligations under this Delivery Conditions or terminate the contract, if the customer does not provide Bosch with such information or documents within a reasonable time period.
- 9.5 In the event that the customer provides to any third party (specifically including any affiliate of the customer) any Deliveries, the customer shall comply with applicable Foreign Trade Law. We are entitled to refuse to perform our obligations under this Delivery Conditions and to terminate the contract for cause, if the customer breaches this obligation.
- 9.6 To the extent permitted by applicable law, we shall have no liability for any claims of the customer for damages related to or arising from our refusal to perform obligations under this Delivery Conditions or termination of the contract in accordance with clauses 9.1, 9.2, 9.4 and 9.5.
- 9.7 For delivery of goods across customs borders to us, the customer is obliged to provide us with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to us, the customer is obliged to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only“ in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively software.
- 10. Confidentiality, data protection**
- 10.1 "Confidential Information" shall mean all trade secrets and business or technical information (including features, which can be inferred from any objects, documents or software handed over, as well as other knowledge or experience) made accessible by us, irrespective of whether it is marked as confidential or not. With regard to the protection of trade secrets in accordance with the German Trade Secrets Act, the customer acknowledges that our secrecy measures are appropriate.
- 10.2 Confidential Information shall be kept secret from third parties as long as and to the extent, it is not proven to be public knowledge or has not been designated by us for disclosure by the customer. It may only be made available in the customer's own business to those persons who necessarily have to be involved in their use and who are also obliged to maintain confidentiality; the information shall remain our exclusive property. Confidential Information may not be duplicated or used commercially without our written consent; the customer is also not entitled to reverse engineer the Deliveries without our explicit consent.
- 10.3 The customer shall inform us immediately, if he becomes aware that Confidential Information has been disclosed in violation of these Delivery Conditions. In this case, the customer must use his best efforts to ensure that this disclosed Confidential Information is not passed on/used by the unauthorized receiver and is deleted. At our request, all Confidential Information (including any copies or records made, if applicable) and loaned items must be returned to us immediately and completely, destroyed or deleted. We reserve all rights to the Confidential Information (including copyrights and the right to apply for industrial property rights, such as patents, utility models, and semiconductor protection). Insofar as Confidential Information has been made available to us by third parties, this reservation of rights also applies in favor of these third parties.
- 10.4 If personal data is processed, we observe the legal regulations for data protection. In this case, the details of the data collected and their respective processing are set out in a data protection declaration provided by us or in a separate agreement on data processing.
- 11. Compliance**
- The customer is committed to the principle of strict legal compliance in all activities, measures, contracts and other procedures.
- 12. Applicable law, place of jurisdiction, other information**
- 12.1 The law of the Federal Republic of Germany applies exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods of 04/11/1980 (CISG).

- 12.2 Exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between the customer and us is Stuttgart (for local court proceedings the local court [*Amtsgericht*] in 70190 Stuttgart). However, we are also entitled to sue the customer (i) at the location of our business premises executing the order, (ii) at the customer's registered office, or (iii) at the place of performance of the delivery obligation. Mandatory exclusive places of jurisdiction remain unaffected.
- 12.3 When determining the amount of the compensation claims to be met by us in accordance with Sections 4 to 7, our economic circumstances, the nature, scope and duration of the business relationship, any causation and/or fault contributions by the customer in accordance with § 254 BGB (*contributory negligence*) and a particularly unfavorable installation situation of the Deliveries shall be taken into account appropriately in our favor. In particular, compensation, costs and expenses to be borne by us must be in reasonable proportion to the value of the Deliveries.
- 12.4 Should a provision of these Delivery Conditions or any other agreement entered into be or become invalid, the validity of the remaining provisions shall not be affected. The parties are obliged to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of its economic success.