

Terms and Conditions of Purchase

These Terms and Conditions of Purchase (the “Terms”) shall apply to business transactions with companies, legal entities under public law and special funds under public law and shall govern our worldwide purchasing transactions.

1. General

Our Terms apply to the exclusion of any terms and conditions of the supplier conflicting or deviating from our Terms unless we have expressly agreed to them in writing. Acceptance of or payment for the supplier’s goods and services (the “Goods”) shall not constitute an agreement of any such terms and conditions even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of the supplier. Any terms and conditions of the supplier previously agreed that conflict with or supplement these Terms shall no longer be deemed agreed.

2. Conclusion of and Modifications to the Contract

- 2.1. Orders, quantity contracts (“Mengenkontrakte”), contracts and order releases as well as modification and supplements thereto must be placed and made in writing.
- 2.2. Oral agreements of any kind – including subsequent modifications and supplements to our Terms and Conditions of Purchase – must be confirmed by us in writing to become effective.
- 2.3. The written form requirement is also deemed complied with if communications are sent by telefax, remote data transmission or e-mail.
- 2.4. Cost estimates shall be binding and shall not be compensated unless expressly agreed otherwise.
- 2.5. We shall be entitled to cancel any order that is not accepted by the supplier within two weeks from the date of its receipt.
- 2.6. As part of an agreed planning system for purchase orders and order releases, order releases shall become binding provided the supplier does not reject them within two working days of their receipt.
- 2.7. The Packaging Specifications of ETAS GmbH shall apply as well as the Logistics Manual of Robert Bosch GmbH (can be viewed at <https://www.bosch.com/company/supply-chain/information-for-business-partners/#logistics-regulations-and-standards> “Logistics Supplier Manual”).
- 2.8. For work and services, the supplementary Terms and Conditions of Purchase for Work and Services of Robert Bosch GmbH shall apply (can be viewed at <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> “Global Supplementary Terms & Conditions”).

3. Delivery

- 3.1. Agreed delivery periods and delivery dates are binding. Relevant for compliance with agreed delivery dates or delivery periods shall be the receipt of the Goods by us. Unless delivery “free at factory gate” is agreed (DAP® or DDP® as per Incoterms 2020), the supplier shall make the Goods available in good time and shall factor in the time needed for loading and shipment as agreed with the carrier.
- 3.2. If the supplier is responsible for set-up or installation, the supplier shall bear all the necessary expenses such as travel expenses, provision of tools and daily allowances.
- 3.3. If the supplier fails to meet agreed delivery dates, the statutory provisions shall apply. The supplier must immediately notify our ordering department if it anticipates difficulties with respect to production, the sup-

- ply of precursor material, compliance with the agreed timescale or similar circumstances that could interfere with supplier's ability to deliver on time or to deliver the agreed quality.
- 3.4. The unconditional acceptance of a delayed delivery or service shall not constitute a waiver of any claims for the delayed delivery or service; this applies until we have fully paid all amounts owed for the particular delivery or service.
 - 3.5. The supplier shall not deliver ordered Goods by instalments unless expressly agreed or we can reasonably be expected to accept them.
 - 3.6. Quantities, weights, and measurements of the Goods identified by us during incoming goods inspection shall determine supplier's compliance with contractually agreed values, subject to different quantities, weights or measurements being proved by the supplier.
 - 3.7. Unless otherwise stipulated in the supplementary Terms and Conditions of Purchase for Software we shall together with delivery receive simple rights of use, unrestricted in terms of time and territory, to use software belonging to the scope of delivery. Our permissible use encompasses, in particular, duplication, loading and running the software.
 - 3.8. We shall be entitled to sublicense, rent, lease or transfer the right to use the software in any other form to our affiliates within the meaning of § 15 AktG (German Companies Act), as well as to our subcontractors who are in charge of manufacturing our products and therefore require a right to use the software. We shall further be entitled to distribute the software to customers as part of a hardware product including a respective sublicense to use insofar as this is necessary for the use of the hardware.
 - 3.9. We also have the right to use provided software, including any documentation, with the agreed performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. We also have the right to make copies as necessary for backup and archive purposes.
 - 3.10. The supplementary Terms and Conditions of Purchase for Software of Robert Bosch GmbH, as well as the supplementary Terms and Conditions for Products related to Open Source Software shall apply to software in addition to these Terms (can be viewed at <https://www.bosch.com/company/supply-chain/information-for-business-partners/#purchasing-terms-and-conditions> "Global Supplementary Terms & Conditions")

4. Force Majeure

- 4.1. In the event of acts of God, operational disturbances without fault, riots, any action taken by a government or public authority or other circumstances not within our reasonable control such as pandemics, we shall, for the duration of such event, not be liable for a delay or failure to accept delivery of the goods or performance of services. Either party shall be obliged to promptly provide to the other party all reasonable information, and to temporarily adapt their obligations in good faith to the altered circumstances, in particular to possibly altered market conditions. During such events and for a period of two weeks thereafter, we shall be entitled, without prejudice to any other rights we may have, to rescind from the contract in whole or in part, provided a contractual adjustment is not possible, and provided that such events are not of inconsiderable duration.

4.2. The provisions of paragraph 4.1 above also apply in the case of labor disputes.

5. Dispatch Note and Invoice

The instructions included in our orders and order releases shall apply. Invoices shall be addressed to the invoice address specified in the order or order release and shall be sent as a single copy showing the invoice number and other allocation references; the invoice must not be enclosed with the shipments.

6. Pricing and Transfer of Risk

Unless otherwise agreed, the prices are “Free Carrier (named place) “ (FCA® Incoterms 2020) including packaging. Value added tax (VAT) is not included. The supplier shall bear all risks of loss or damage to the goods until they are loaded onto the means of transport provided by us or by our representative, or, if agreed, until the goods are received at the agreed delivery location.

7. Payment Terms

Unless otherwise agreed, invoices shall be paid within 30 days from receipt of the Goods or performance of the services respectively, and of a duly issued and verifiable invoice sent to the invoice address as instructed by us. Payment is subject to invoice verification.

8. Notification of Defects

- 8.1. Our incoming goods inspection shall be limited to obvious damages, in particular transport damage, and discrepancies in identity or quantity of the Goods, except as otherwise agreed in the Quality Assurance Agreement.
- 8.2. We will give notice of any defects found immediately after their discovery.
- 8.3. To this extent, the supplier waives the objection of delayed notification of defects.

9. Claims for Defects

- 9.1. Unless otherwise stated below, the statutory provisions for defects as to quality and defects of title shall apply.
- 9.2. We have the right to select the type of subsequent performance. Place of performance for such remedy shall be the intended location of the Goods. This shall be the place where the Goods are located at the time of the warranty claim. Only in the event of disproportionate expenses, the supplier may refuse the chosen type of subsequent performance.
- 9.3. In the event the supplier fails to commence rectifying the defect following our request to do so and following expiry of a reasonably short grace period, we shall be entitled, in urgent cases (in particular to prevent imminent danger or greater damage to the Goods), to rectify the defect ourselves or have it rectified by a third party at the supplier’s cost.
- 9.4. The supplier shall indemnify us and hold us harmless from any claims for the violation of third party rights by the Goods, unless the supplier can prove not to be liable for the violation. Immediately upon request, the supplier shall provide us with all information and documents on his goods and services that are required for the defense against such third party claims. Further, the supplier shall provide reasonable support in proving that the Goods are free from third-party rights, such as e.g., research on third party IP rights, and shall, on request, make respective documents and analyses available.

- 9.5. The limitation period for indemnity claims is 3 years. The limitation period for indemnity claims begins at the end of the year in which the claim arose, and we became aware of the circumstances justifying the claim and of the debtor's person or should have become aware of them without gross negligence. Any longer statutory limitation periods shall take precedence. This also applies to the aforementioned additional claim to information and documents.
- 9.6. Except in the event of fraudulent misrepresentation, the limitation period for claims for defects shall be three years unless the Goods have been used according to their conventional purpose for a construction and have caused the defectiveness thereof. The limitation period shall commence upon completion of delivery of the Goods (transfer of risk). Any longer statutory limitation periods shall take precedence.
- 9.7. For claims based on defects of title, the provisions of 9.5 (limitation period for indemnity claims) shall apply accordingly. Any longer statutory limitation periods shall take precedence.
- 9.8. If the supplier effects its obligation of subsequent performance by supplying replacement goods, the limitation period of such replacement goods shall begin anew upon their delivery, unless the supplier explicitly and correctly made the reservation when effecting the subsequent performance that the replacement goods were delivered as mere good will and to avoid disputes, or to continue the business relationship.
- 9.9. The supplier shall bear all costs for transport, travel, labor, installation, dismantling and material arising in the context of the subsequent performance. If, as a result of defective Goods, we incur costs and expenses in connection with the repair or replacement of the defective Goods, and we were entitled to reasonably make them, in particular costs and expenses for sorting, for an incoming goods inspection exceeding the regular scope, for an examination and analysis of the defect, as well as costs for the involvement of external or internal staff, the supplier shall bear these costs unless he is not liable for the defect. A contributory negligence on our part shall be considered according to § 254 BGB (German Civil Code) when determining the compensation.
- 9.10. Insofar as our customers are automotive manufacturers and use a reference market procedure or a similar, in the automotive industry common, procedure for determining and settling warranty claims for defective Bosch products, this procedure shall also apply to the relationship between the supplier and us if the defect is attributable to the supplier's products.
- 9.11. The supplier is accountable for the fault of its sub suppliers as it is for its own faults.

10. Product Liability and Recall

- 10.1. In the event a product liability claim is asserted against us, the supplier is obliged to hold us harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied by the supplier. In cases of liability based on fault, this only applies, however, if the supplier is at fault. Insofar as the cause of the damage falls within the area of responsibility of the supplier, the supplier must prove that it is not at fault.
- 10.2. In the cases of paragraph 10.1 above, the supplier assumes all costs and expenses, including the costs of any legal action, except the costs are in total not necessary and adequate.
- 10.3. In all other respects, the statutory provisions shall apply.
- 10.4. Prior to any recall action which is partially or wholly caused by a defect in the the supplier's Goods, we shall notify the supplier, give the supplier the opportunity to collaborate, and discuss with the supplier the efficient initiation of the recall action, except such notification of or collaboration with the supplier is not possible due to the particular urgency. The costs of the recall action shall be borne action is caused by a

defect in the Goods supplied by the supplier, except the supplier is not liable for the defect. A contributory negligence on our part shall be considered in accordance with § 254 BGB when determining the costs to be borne by the supplier.

11. Rescission and Termination

- 11.1. In addition to the statutory rights of rescission, we shall be entitled to rescind from the contract if there is or threatens to be a fundamental deterioration to the financial circumstances of the supplier that jeopardizes the performance of any supply obligation to us.
- 11.2. We further have the right to rescind from the contract if
 - a) the supplier meets the criteria for insolvency
 - b) the supplier suspends payment of its debts
 - c) the supplier meets the criteria for imminent insolvency pursuant to § 18 InsO (German Insolvency Statute) or over-indebtedness of the supplier becomes apparent,
 - d) the supplier files a petition for institution of insolvency proceedings or comparable debt settlement proceedings over its assets or business operations or
 - e) if the opening of insolvency proceedings with respect to the assets of the supplier is rejected due to lack of funds.
- 11.3. In the event of a contract for performance of recurring obligations, clauses 11.1 and 11.2 shall apply by analogy provided that the right to rescind from the contract shall be substituted by an extraordinary right to terminate the contract with immediate effect.
- 11.4. If the supplier rendered part performance, we only have the right to cancel the whole contract if we have no interest in the part performance.
- 11.5. If we rescind from or terminate the contract by virtue of the foregoing contractual rescission or termination rights, the supplier shall compensate us for the loss or damage incurred as a result, unless the supplier did not cause the rights to rescind from or terminate the contract to arise.
- 11.6. Statutory rights and claims shall not be limited by the regulations included in this Section 11.

12. Conducting Work

Suppliers who carry out work on our factory premises in fulfillment of the agreement must observe the statutory law and regulations as well as the plant regulations. The supplier is obligated to name a person in charge for the fulfillment of the order who ensures the supervisory and control duty. The supplier's person in charge is obliged to check with the coordinator before carrying out the work in order to set up suitable safety precautions and to inform us and affected third parties about mutual threats. Suppliers are responsible for the instruction and safety of their employees and subcontractors as well as for securing hazards against third parties. The supplier may only use suitable and sufficiently qualified employees and safe working equipment within the plant's premises. Any accidents occurring on the plant's premises must be reported to us immediately.

13. Provisions of Materials

Materials, parts, containers and special packaging supplied to us against payment or free of charge remain our property ("Provisions"), if payment is owed, until full payment has been made. These may only be used as designated. The Provisions are processed and assembled for us. It is agreed that we are co-owner of the products manufactured with our materials and parts in proportion to the value of the Provisions in

relation to the value of the whole product; such products shall be kept safe for us by the supplier to this extent. We reserve the right to joint ownership of the products manufactured using our Provisions pending settlement in full of the claims accruing through the Provisions. The supplier has the right to on-sell the products manufactured using our Provisions in the normal course of business subject to reservation of title. The supplier assigns to us in full now already all of the claims and ancillary rights accruing to the supplier from such sale. The assigned claims serve as security for the claims accruing to us through the Provision. The supplier has the right to collect the assigned claims. We may revoke the supplier's rights pursuant to this paragraph 13 if the supplier fails to duly perform its obligations to us, is in default of payment, stops making its payments, or if the supplier applies for the opening of insolvency proceedings or of similar debt settlement proceedings with respect to its assets. We may also revoke the rights of the supplier under this paragraph 13 if the financial circumstances of the supplier should deteriorate fundamentally or threaten to do so or if the supplier meets the criteria for insolvency or over-indebtedness. If the value of the security existing for us should exceed the value of our claims by more than 10 % on aggregate, we shall release security at our discretion to this extent on request by the supplier.

14. Documentation and Confidentiality

- 14.1. The supplier shall keep confidential with respect to third parties all business and technical information made available by us (including features which may be derived from objects, documents or software provided and any other knowledge or experience) as long and to the extent that it is not proven public knowledge, and it may only be made available to those persons in the supplier's business facility who necessarily need to be involved in the use thereof for the purpose of delivery to us and who are also committed to confidentiality; the information remains our exclusive property. Without our prior written consent, such information must not be duplicated or exploited commercially – except for deliveries to us. At our request, all information originating from us (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to us in full or destroyed. We reserve all rights to such information (including copyright and the right to file for industrial property rights such as patents, utility models, semiconductor protection, etc.). In the event this is provided to us by third parties, the reservation of rights also applies for the benefit of such third parties.
- 14.2. Products manufactured on the basis of documentation drafted by us such as drawings, models and the like, or based on our confidential information, or manufactured with our tools or with tools modeled on our tools, may neither be used by the supplier itself nor offered or supplied to third parties. This also applies analogously to our print orders.

15. Export Control and Customs

- 15.1. The supplier shall inform us in its business documents, or by other means of communication as specified by us (e.g. platforms), about any applicable requirements or restrictions for the (re-) export of the Goods (goods, software and technology) under German, European or US export control and customs regulations, as well as under the export control and customs regulations of the country of origin of the Goods. The supplier shall send the following information on Goods subject to (re-) export license requirements or restrictions to export.eco@etas.com in good time prior to the first delivery:
 - a) ETAS material number,
 - b) Product description,

- c) All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN)
- d) Country of origin of the Goods under commercial policy
- e) HS Code of the products,
- f) A contact person in its organization to resolve any inquiries.

The supplier shall provide us with the ECCN (including EAR99) for all Goods subject to US (re-) export control regulations. The supplier shall notify us immediately about any changes of the export list numbers (including the ECCN) resulting from technical changes or changes in statutory law or due to any official statement of a regulatory body.

- 15.2. The supplier is obliged to take appropriate supply chain security measures in accordance with its business model as defined by the WCO SAFE Framework of Standards and in particular to support us in taking necessary measures to maintain the authorization as Authorized Economic Operator (AEO). The supplier is obliged to provide appropriate evidence, e.g., through authorizations or declarations, e.g. security declarations, declarations within the scope of C-TPAT or similar programs. We or a third party instructed by us are entitled to examine the supplier's evidence at the supplier's premises, in accordance to this paragraph.
- 15.3. The supplier is obliged to inform us about the Goods' non-preferential origin and shall indicate the same on the invoice. Upon our request, the supplier shall issue a certificate of origin. The supplier ensures to provide details about the required preferential origin and to enclose the required proof of origin with all deliveries from any member state of a free trade agreement/preferential agreement. For deliveries within the European Union (EU), the supplier shall issue a long-term supplier declaration in accordance with the relevant EU implementing regulation within a period of 21 days following our request. For initial deliveries, the supplier shall provide the information about the non-preferential and preferential origin in writing at the latest at the time of the first delivery. It shall notify us about subsequent changes immediately in writing.
- 15.4. For delivery of goods across customs borders, the supplier is obliged to enclose all required documents to the delivery, such as commercial invoice, delivery note and information for a complete and correct import customs declaration. Regarding the invoice, the following shall be considered:
 - a) Additionally, costs not included in the goods price (e.g. research and development costs, license fees, tooling costs, provisions of the buyer with reference to the delivery of goods) shall be listed separately in the invoice.
 - b) In the case of free of charge deliveries, the supplier 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.
- 15.5. The supplier must support us by all available means to reduce or minimize our payment obligations regarding customs duties or costs for customs clearance.
- 15.6. Unless otherwise agreed in the delivery or quotation documents, any transfer of software, software know-how, technology or other data (e.g. cartographical data) across customs borders shall take place by electronic means only (e.g. email or per download). This clause shall not apply to “embedded software” (software that is physically integrated in hardware).
- 15.7. Notwithstanding any other rights and without any liability to the supplier, we are entitled to withdraw from the affected contract or to terminate it without notice in case the supplier repeatedly fails to fulfil its obligations under section 15.1-15.6.

16. Compliance

- 16.1. In its trade dealings with us, the supplier undertakes not to offer or give, or request or accept, any incentive in breach of applicable anticorruption legislation, neither in its business affairs nor when dealing with public officials.
- 16.2. In its trade dealings with us, the supplier undertakes not to make any agreements with other undertakings or to participate in concerted practices which have as their object or effect the prevention, restriction or distortion of competition under applicable antitrust regulations.
- 16.3. The supplier guarantees payment of fair wages and equal remuneration for work of equal value without distinction of any kind, and to comply with the applicable laws governing the general minimum wage; the supplier shall commit its subsuppliers accordingly. On request, the supplier shall prove compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee to comply with the applicable laws governing the general minimum wage, the supplier shall indemnify us and hold us harmless from all third party claims and is obliged to reimburse any fines imposed on us in this context.
- 16.4. The supplier shall comply with the applicable statutory provisions and regulations governing the environmental protection, health and safety at work, treatment of employees and the protection of human rights. Further, the supplier shall observe the requirements of the Code of Conduct for Business Partners (can be viewed at <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>) and the Principles of the Global Compact initiative of the United Nations (www.unglobalcompact.org) and procure for its subsuppliers to act in accordance with the same. These essentially concern the protection of universal human rights, elimination of forced labor and abolition of child labor, elimination of discrimination in respect of employment and occupation, and environmental responsibility.
To reduce adverse effects on human health and environment, the supplier shall implement and further develop an environmental management system in accordance with or comparably similar to ISO 14001. Further, the supplier shall comply with the Bosch Policy for Conflict Raw Materials and consider it in its supply management (can be viewed at <https://www.bosch.com/company/supply-chain/information-for-business-partners/#responsibility-and-sustainability>).
- 16.5. The supplier shall respond to inquiries to compliance, social responsibility and sustainability in the supply chain within reasonable time and in line with stipulated formalities. In the event of a suspected violation of the obligations under clauses 16.1 to 16.4, the supplier shall promptly investigate any potential violations and inform us of investigative measures undertaken, and, where warranted, notify us of the affected suppliers. If the suspicion proves to be warranted, the supplier must inform us within a reasonable period of time of the measures undertaken internally within its organization in order to prevent future violations. If the supplier fails to comply with these obligations within a reasonable period of time, we reserve the right to rescind from contracts with the supplier or terminate them with immediate effect.
- 16.6. In the event of severe violations of the law by the supplier and in the event of violations of clauses 16.1 to 16.4, we reserve the right to rescind from existing contracts or terminate them without notice.

17. Place of Performance

Unless otherwise agreed, the place of performance is the place to which the goods are to be delivered in accordance with the contract or where the service is to be rendered.

18. Miscellaneous

- 18.1. If one of the provisions of these Terms and Conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the Terms and Conditions in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 18.2. The contractual relationships shall be governed exclusively by German law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.3. The venue for all legal disputes arising either directly or indirectly out of contractual relationships based on these Terms and Conditions of Purchase shall be Stuttgart. The Local Court of Stuttgart (Amtsgericht Stuttgart, 70190 Stuttgart) has jurisdiction and venue over cases brought before the Local Court. We further have the right to take legal action against the supplier at a court with jurisdiction over the registered office or branch office of the supplier or at the court with jurisdiction over the place of performance at our discretion.