

Terms and Conditions of Purchase

Applicable to business transactions with state-owned and private companies.

1. General

These Terms and Conditions of Purchase apply exclusively; general Business terms and conditions of the supplier conflicting with or deviating from these Terms and Conditions of Purchase are only recognized insofar as we expressly agree to them in writing. Acceptance or payment of goods and services from the supplier (hereinafter referred to as Products) does not constitute agreement.

2. Conclusion of and Modifications to the Contract

- 2.1 Orders, contracts and order releases as well as modifications and supplements thereto must be placed and made in writing.
- 2.2 Oral agreements of any kind reached after the contract is signed – including subsequent modifications and supplements to our Terms and Conditions of Purchase – must be confirmed by us in writing to become effective. Conditions of Purchase for any agreement or order shall remain in force until their renewal.
- 2.3 The written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.
- 2.4 Cost estimates are binding and are not to be compensated unless otherwise expressly agreed.
- 2.5 BOSCH is entitled to cancel the order if the supplier does not accept the order within two weeks of receipt thereof.
- 2.6 Order releases within the framework of order and order release planning become binding if the supplier does not object within two working days of receipt thereof.
- 2.7 The agreement of quality, safety, environmental protection and social responsibility to suppliers (Quality Assurance Agreement), the Logistics Manual and the BOSCH Delivery and Packaging Specifications form an integral part of the contract. The supplier has had access to such documents.

3. Delivery

- 3.1 Deliveries deviating from contracts and orders issued by BOSCH are only admissible if given prior written approval.
- 3.2 Agreed periods and dates are binding. Punctual compliance with the delivery periods and delivery dates is determined by the date of receipt of the goods by us. Unless “Delivered Duty Unpaid” or “Delivered Duty Paid” is agreed (DAP or DDP according to Incoterms 2010), the supplier shall make the goods available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.
- 3.3 If the supplier is responsible for set-up or installation and unless otherwise agreed, the supplier shall bear all the necessary incidental costs such as travel expenses, provision of tools and daily allowances, subject to the reservation of diverse regulations.
- 3.4 The legal regulations shall apply if agreed dates are not met. If the supplier anticipates difficulties with respect to production, the supply of precursor material, compliance with the delivery period or similar circumstances that could interfere with supplier’s ability to deliver punctually or to deliver the agreed quality, the supplier must immediately notify the BOSCH department that made the order.
- 3.5 The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which we are entitled due to the delayed delivery or service; this applies pending full payment of the amounts owed by us for the delivery or service in question.
- 3.6 Partial deliveries are inadmissible in principle unless BOSCH expressly agrees to them or can reasonably be expected to accept them.
- 3.7 The values established by us during the incoming goods inspection shall determine the quantities, weights and measurements subject to the reservation of different values being proved.
- 3.8 BOSCH has the right to use software belonging to the scope of product delivery, including software documentation, to a legally permissible extent.
- 3.9 BOSCH also has the right to use such software, including the software documentation, with the agreed performance characteristics and to the extent necessary for the use of the product in accordance with the agreement. BOSCH also has the right to make a backup copy even without an express agreement.

4. Force Majeure

- 4.1 The Existence of force majeure, labor disputes, operational disturbances without fault, unrest, governmental measures and other unavoidable events discharge BOSCH from its obligation to take punctual delivery for the duration of such event. During such events and for a two week period thereafter BOSCH is entitled – notwithstanding its other rights – to withdraw from the contract in whole or in part, provided that such events are not of inconsiderable duration and its needs are considerably reduced as the goods have to be procured elsewhere as a result thereof.
- 4.2 The provisions of paragraph 4.1. from above also apply in the case of labor disputes.

5. Notification of Dispatch and Invoice

The details in the orders and order releases issued by BOSCH shall apply. An invoice showing the invoice number and other allocation references is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments.
The following must be indicated on the invoices: Correct use of BOSCH references on supplied materials. Delivery note number and date, Receiving Company name, Supplier Number, Order number, Account and Key (this data appears on BOSCH Orders and Order Releases).

6. Pricing and Passing of Risk

Unless otherwise agreed, the prices are “Delivered Duty Paid” (DAP according to Incoterms 2010) including packaging. Value added tax (VAT) is not included. The supplier bears all risks of loss or of damage to the goods until the goods are received by BOSCH or by the representative at the location where the goods are to be delivered in accordance with the contract.

7. Payment Terms

Unless otherwise agreed, the invoice shall be paid within 60 days. Payment is subject to invoice verification. The only due date shall be the 28th of each month, provided the goods were received before the 25th at the Point of Delivery. The due date in August shall be shifted to September 10th.

8. Guarantee

- 8.1 Acceptance of the goods is effected subject to the reservation of an examination for faultlessness, in particular also including accuracy and completeness, insofar and as soon as this is pertinent in the ordinary course of business. BOSCH will give notice of any defects found immediately after their discovery. To this extent the supplier waives the right to object to delayed notification of defects.
- 8.2 The provisions of statute relating to defects as to quality and defects of title apply except insofar as otherwise provided herein below.
- 8.3 In principle BOSCH has the right to select the type of supplementary performance. The supplier may refuse the type of supplementary performance BOSCH selected if it is only possible at disproportionate expense.
- 8.4 Notwithstanding express regulations to the contrary, should BOSCH disagree with the contract, it shall be entitled to use all the legal powers against the supplier that consumers have against vendors, in accordance with the provisions of the Royal Legislative Decree 1 / 2007 of November 16, by approving the Revised Text of the General Law for the Protection of Consumers and Users and other complementary laws. Therefore, Bosch has the right to choose the recovery method and the supplier is obliged to accept it unless it is impossible or disproportionate.
- 8.5 In urgent cases, especially for actions taken to palliate imminent danger or to avoid disproportionate damages, BOSCH is entitled to eliminate the defects found, at the supplier’s expense. The rights deriving from existence of material damage expire in two years, except when the materials have been used, within the normal range of uses, in construction of a building, causing it to be faulty. The expiration deadline for the rights deriving from the existence of material damage begins on the date the goods are received at the facilities indicated by BOSCH.
- 8.6 In case of defects of title, the supplier shall also hold BOSCH harmless from any third party claims possibly existing, unless the supplier is not accountable for the defect of title.
- 8.7 The limitation period for claims based on defects is 3 years – except in cases of fraudulent misrepresentation – unless the thing has been used in building construction in accordance with its customary use and caused the defectiveness thereof. The limitation period commences when the Product is delivered (passing of risk).
- 8.8 If the supplier performs its obligation to effect supplementary performance by supplying a substitute product, the statute of limitations of the goods delivered in substitution shall start to run anew after delivery thereof unless, when effecting the supplementary performance, the supplier explicitly and appropriately made the reservation that the substitute delivery was effected purely as good will, to avoid disputes or in the interests of continuation of the delivery relationship.
- 8.9 Should BOSCH incur in expenses as a result of the defective delivery of the Product, in particular transport, carriage, labour costs, expansion of facilities and materials, costs of material or costs of incoming goods control exceeding the normal scope of the control, such costs shall be borne by the supplier.

9. Product Liability

- 9.1 In the event a product liability claim is asserted against BOSCH, the supplier is obliged to hold it 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 shall have to demonstrate that it is not their responsibility.
- 9.2 In the cases of paragraph 9.1 above, the supplier assumes all costs and expenses, including the costs of any legal action.
- 9.3 In all other respects the legal provisions shall apply.
- 9.4 Prior to any partial recall action which is partially or wholly due to a defect in a Product supplied by the supplier, BOSCH shall notify the supplier, give the supplier the opportunity to collaborate and discuss with the supplier the efficient conduct of the recall action, unless no notification of or collaboration by the supplier is possible on account of the particular urgency. The costs of the recall action shall be borne by the supplier insofar as the recall action is due to a defect in a product supplied by the supplier.

10. Resolution and Withdrawal

- 10.1 Apart from the general causes of termination of contracts for serious breaches of obligations under the contract, and where appropriate, in the case of hidden defects or flaws of the object of sale or supply, BOSCH may withdraw or terminate the contract with immediate effect if:
 - Occurs or is threatened if there is a fundamental deterioration of the financial relationship of the vendor and as a result there is a risk that the supplier does not fulfill its obligation to supply BOSCH;
 - the purpose of sale or supply is wholly or partly lost before delivery, including unforeseen accident or without fault of the supplier, but in case of partial loss BOSCH may opt to claim the existent by paying the price in proportion to the total agreed.
- 10.2 If the vendor is committed to delivering a specific quantity of products or the provision of a service, Bosch shall not be required to receive a share. If Bosch accept partial delivery they may terminate the contract or demand for its pending contractual obligations.
- 10.3 If the supplier fails to deliver the purchased goods, or supplies, or did not conduct the service on time, Bosch may require the fulfillment or termination of the contract, with compensation in either case, for the damages that have been caused by the delay.

11. Conducting Work

Persons who carry out work on BOSCH’s factory premises in fulfilment of the contract must observe the respective plant regulations. The liability for accidents suffered by these persons on factory premises is excluded except to the extent caused by wilful or gross negligence by our legal representatives or persons employed in the performance of our obligations.

12. Provision of Materials and BOSCH property

Materials, parts, containers and special packaging provided free of charge by BOSCH remain property thereto. These may only be used as designated. The materials are processed and parts assembled for BOSCH. It is agreed that BOSCH and the supplier are co-owners of the products manufactured with materials and parts from both parties in proportion to the value of the materials or parts provided in relation to the value of the whole final product. Such products shall be kept safe for BOSCH by the supplier.

13. Documentation and Confidentiality

- 13.1 The supplier shall keep confidential with respect to third parties all business and technical information BOSCH makes available (including features which may be derived from objects, documents or software provided and any other knowledge or experience) as long as 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 BOSCH and who are also committed to confidentiality; the information remains exclusive property of BOSCH. Without prior written consent from BOSCH, such information must not be duplicated or exploited industrially – except for deliveries to BOSCH. At BOSCH's request, all information (if appropriate also including any copies or records made) and loaned items must be immediately returned in full or destroyed. BOSCH reserves 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 that access to such information is provided to BOSCH by third parties, the reservation of rights also applies for the benefit of such third parties.
- 13.2 Products manufactured on the basis of documentation drafted by BOSCH such as drawings, models and the like, or based on BOSCH's confidential information, or manufactured with BOSCH tools or copies thereof, may not be used by the supplier for its own purposes nor offered or supplied to third parties. This also applies analogously to BOSCH's print orders.

14. Export Control and Customs

- The supplier shall be obliged to inform BOSCH in its business documents about any applicable (re-) export licence requirements for the Products under national, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the Products. Therefore, at least in his offers, order confirmations and invoices the supplier shall provide the following information with respect to the Products:
- double use product list number needing authorisation for export as per the applicable legal regulations;
 - ECCN (Export Control Classification Number) for US-goods (including technology and software) pursuant to the US Export Administration Regulations (EAR);
 - country of origin of the Products and of the components thereof, including technology and software;
 - any transport of the Products through USA, manufacture or stocking of the Products in the USA and whether the Products have been manufactured by using US technology;
 - HS-Code of the Products; and
 - a contact person in the supplier's organisation to provide further information to BOSCH upon request.
- Upon BOSCH's request the supplier shall provide any other foreign trade data with respect to the Products and their components in written form and shall inform us in writing on all changes to such data without undue delay (prior to supply to us).

15. Compliance

- 15.1 The supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. Furthermore, the supplier shall comply with the principles of the UN Global Compact Initiative, relating basically to the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination hiring and employment, responsibility toward the environment and prevention of corruption. Further information on the UN Global Compact Initiative is available at: www.unglobalcompact.org. 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.
- 15.2 If a supplier violates the law repeatedly despite having received proper notice, and does not show that he has remedied the violation of the law to the extent possible and have taken appropriate measures to prevent this in the future, we reserve the right to terminate the existing contract without notice.

16. Place of Performance

<u>Sociedades</u>	<u>Dirección postal</u>	<u>Tel. – Fax</u>	<u>N.I.F.</u>
RBIB (Robert Bosch España, S.L.U.)	Hnos. García Noblejas, 19 – 28037 Madrid	91 327 93 04 91 327 98 82	B-82203704
RBEF (Robert Bosch España Gasoline Systems, S.A.)	Raso de la Estrella, s/n – 28300 Aranjuez (Madrid)	91 809 97 00 91 809 98 17	A-80974363
RBEC (Robert Bosch España Fábrica Castellet, S.A.)	Ctra. Castellet y Gornal a San Marsal, km. 13 43720 Castellet y Gornal (Barcelona)	93 891 81 11 93 891 81 08	A-80974389
RBEM (Robert Bosch España Fábrica Madrid, S.A.)	Hnos García Noblejas, 19 – 28037 Madrid	91 408 17 00 91 408 60 70	A-80974405
RBET (Robert Bosch España Fábrica Treto, S.A.)	Ctra. Nal. s/n Adal-Treto – 39760 Cantabria	942 62 95 00 942 65 10 86	A-80974413
BSES (Bosch Sistemas de Frenado, S.L.)	Ctra. Caldes-Granollers, km. 8,5 08186 Lliça d'Amunt (Barcelona)	93 864 23 00 93 860 94 94	B-81398810
	La Aguera, s/n 39409 San Felices de Buelna (Cantabria)	942 81 48 10 942 81 44 72	
DCES (Bosch Rexroth, S.L.)	Centro Industrial Santiga – C/ Obradors, 14-16 08130 Santa Perpetua de Mogoda (Barcelona)	93 747 94 00 93 747 94 01	B-63184105
	Francisco Grandmontagne, 2 Parque Empresarial Zuatzu-20018 San Sebastian	943 31 84 00 943 31 84 49	
STES (Bosch Security Systems, S.A.)	Hnos. García Noblejas, 19 – 28037 Madrid	91 327 93 04 91 327 98 82	A-82419748
	Avenida de Bruselas, 15 - 1ª 28108 Alcobendas (Madrid)	91 484 84 10 91 484 84 51	
	Avenida de Madrid, 183 - 1a 36214 Vigo (Pontevedra)	986 900 800 986 900 831	

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.

17. General Conditions

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. Jurisdiction; Applicable Legislation

Any dispute that arises in the interpretation and execution of these Agreements shall be submitted exclusively, by BOSCH's decision, to the competent Courts either where the supplier is domiciled, to those of the city of Madrid or to those of the Place of Performance. The provisions herein are subject to Spanish legislation, excluding the conflict of law provisions, the UN Convention on Contracts for the International Sale of Goods and any other existing Conventions on sales.

19. Supplier conformance to the Conditions herein

The fact that the supplier dispatches the product after receiving the corresponding order, in which the purchase conditions herein are included, shall be considered proof of conformance and acceptance thereof for all purposes.

20. Restricted use materials

All the materials used in manufacturing the products must comply with governmental and safety restrictions on restricted use, toxic or hazardous goods, as well as electrical and electromagnetic regulations applicable in the countries where they are manufactured and sold.. Likewise, all the materials supplied must comply with the restrictions established in Grupo Bosch internal regulations N2580 on "Exclusion of material".

21. Electric and electronic appliance waste (RAEE):

21.1 The supplier must establish systems for selective collection of RAEE and transport of such to authorised processing centres.

21.2 The supplier must bear the management and removal costs of RAEE existing at BOSCH plants and centres, regardless of the acquisition date thereof.

The supplier must inform users on the criteria for proper environmental management of the product, the return system and selective collection, and the fact that it is free of charge.

STOCK OWNED BY SUPPLIERS

All references marked with an * in this order have stock maintained by the provider. The total economic volume of the stock in charge by the supplier shall have the value of an average month's turnover. All deliveries of Stock material shall be accompanied by a triplicate receipt, specifying that it is "Material for Stock". In the first five days of each month, the supplier will receive a document entitled Consumed Material Report (P.M.C) providing information on consumption Stock owned by you during the previous months up to the 25th and what remains in BOSCH warehouses, taking the latest receipt into account. This notification is primarily for invoicing, according to indications below.

Invoices must comply with the conditions in this order and shall correspond to the amounts consumed, as notified to the supplier in the monthly P.M.C.'s, which must be referred to. The invoice date shall be the 25th of the month in which the materials were consumed. Compliance with Release orders and delay control is irrelevant to consumption. If, as a result of the consumption indicated in the P.M.C.'s and compliance with the Release orders, you notice that the Stock levels vary slightly from the commitments made, you may contact the Planning Service of the relevant Company to take the appropriate steps. Under no circumstances may the scheduled amounts be slightly made in advance, and in any exceptional cases in which you group them together to manufacture economical batches, you must receive express acceptance from the relevant Company to group the deliveries also, in advance of the monthly amounts scheduled. In these cases, the advance amounts shall not be considered when comparing actual Stock levels with those scheduled.