General Purchasing Conditions

General Provisions

These general purchasing conditions apply to all Bosch branch locations and affiliated companies in the Netherlands, regardless of their legal form.

1. General Information

1.1. Only these purchasing conditions are applicable; general conditions of the "supplier" (hereinafter referred to as the "Supplier") that are in conflict with or that deviate from our purchasing conditions are only applicable to the extent that these have been expressly accepted by us in writing. The receipt or payment of goods and services rendered by the Supplier (hereinafter referred to as "Products") does not constitute acceptance of the Supplier’s general conditions. Even if payment is made with knowledge of conflicting or supplementary terms and conditions of contract of the Supplier. Similarly, any terms and conditions of contract of the Supplier obviously agreed upon that conflict with or supplement these purchasing conditions shall no longer be recognized.

1.2. These purchasing conditions are applicable to every request for proposal we submit and every contract we conclude. Together with the conditions of several written orders and agreements and/or orders released or accepted by us, these conditions comprise a whole in the contractual relationship with the Supplier and are hereinafter jointly referred to as the "agreement".

1.3. These purchasing conditions also apply to all future deliveries and services provided by the Supplier until a new version has been released.

2. Coming and changes of the Agreement

2.1. Orders, agreements and the issuing of orders, as well as changes and amendments thereto, must take place in writing.

2.2. Verbal agreements - including changes and amendments to our purchasing conditions that were implemented later - are only valid if these have been confirmed by us in writing.

2.3. The Supplier must forward communications via data communication channels.

2.4. Unless expressly otherwise agreed upon, the Supplier is bound to his offers and these will be expressly provided free of charge. We will not be contrary bound until after the Supplier has received a written acceptance from us.

2.5. If the Supplier does not accept an order within two weeks after receipt and confirms this in writing, the order shall lapse.

2.6. Blanket orders within the framework of order and blanket order planning will become binding if the Supplier does not reject the order in writing within two days after receipt.

2.7. The provisions regarding quality, occupational health and safety, environmental protection and the corporate social responsibility of suppliers (Quality Assurance Agreement) form an integral part of the agreement.

2.8. Cost estimates are binding and do not need to be compensated for unless other provisions have been expressly agreed upon.

3. Delivery

3.1. Deliveries that deviate from our agreements and orders are only permitted with our prior written consent.

3.2. If the Supplier is responsible for installation or assembly, then - unless otherwise agreed upon - he is also responsible for all necessary additional costs, such as travel costs, costs of tools (including scaffolding and climbing equipment) and reimbursement of expenses will be at the expense of the Supplier.

3.3. If the Supplier fails to deliver a product with an agreed-upon delivery date or other obligations stemming from the agreement, then the Supplier will notify us of this in writing. In addition, the Supplier will do everything possible to comply with reasonable requests on our part to reschedule confirmed delivery dates as quickly as possible or execute other parts of the agreement at an accelerated pace. Upon our request, the Supplier must promptly inform us about the status of an order, shipment or other matters pertaining to the business relationship between the Supplier and us. As soon as the Supplier foresees limitations in its possibilities of delivering the products and/or services we ordered he is obligated to notify us of this immediately. In this case, the Supplier will provide us with sufficient information until certainty of proper compliance that our requirements and expectations reflected in this section will be met. The Supplier will furthermore ensure that the products will not be force undamaged by other indemnifications and the legal remedies that are available to us in the event of non-compliance with agreed-upon delivery dates or other obligations stemming from the contract.

3.4. In the case that the Supplier exceeds the agreed-upon delivery time without this being acceptable to us, in writing, we have the right to:

- Request the Supplier to send the Products by means of the fastest transportation method at his expense and/or demand compensation for damages in the amount of 0.5% of the contract price per week, calculated on the concerned part thereof, from the agreed-upon delivery date to the date of the actual delivery with a maximum of 10% of the total contract value, unimpeded by our authority - in addition to this - to demand compensation of the damage incurred by us;
- Cancel the Agreement in part or in whole without being held liable for compensation of damages or costs, while the Supplier will owe us a fine in the amount of 10% of the total contract value, unimpeded by our authority - in addition to this - to demand compensation of the damage incurred by us;

The fine provision in the first point above also applies if not all of the requested and/or necessary dimensioned sketches, drawings, documents and/or other technical information (technical documentation) are available to us in a timely manner.

3.5. Accepting a late delivery or quality of Products or services that has not been agreed upon without reservations does not mean that we relinquish our rights and claims with respect to this as a consequence of a late delivery of Products or quality that has not been agreed upon. Only as regards the late deliveries, this applies up to full payment of all amounts owed to be paid to the delivery date.

3.6. Partial deliveries are not permitted without our prior written consent.

3.7. If the Supplier agrees to our discounts, the values stipulated by us during the incoming goods inspection apply, subject to other evidence.

3.8. We have the right to use the software that is a component of the delivery, with the agreed-upon purpose and within the associated domain. We also have the right to make reserve copies for our own use without explicit consent.

3.9. If the Supplier’s obligations 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 of the Software encompasses, in particular, duplication, loading and running the software. It also encompasses sublicensing, renting and every other form of passing the software on to companies affiliated to us with the meaning of the applicable company legislation.

3.10. The Software and all © Robert Bosch GmbH apply to software (can be viewed in the download area of Purchasing and Logistics at www.bosch.de).

4. Force Majeure

Force majeure as specified in article 6:75 of the Civil Code (such as non-culpable technical disruptions, societal unrest, compulsory government measures and other unavoidable events) releases us from the obligation to receive a delivery as well as the obligation to pay for a delivery within the period of the force majeure. During such a period of force majeure and for 2 weeks after this period has ended, we have the right - without abatement of our other rights - to cancel the contract in part or in whole.

5. Packing list and invoice

The information as stated in our orders and blanket orders must be noted on the packing list and the invoice. Packing lists and invoices that do not note the necessary information will be sent back to the Supplier. An invoice with invoice number and other allocation characteristics must be sent (in single copy) to the indicated address and must not be sent together with the shipment. A partial invoicing that is not provided for when the order is placed will not be accepted.

6. Prices and transfer of risk

6.1. The Supplier will carry the risk of loss or damage with regard to the Products until these have been received and accepted by us.

6.2. Unless otherwise agreed upon, the prices are fixed prices. VAT is not included. Extra work and deliveries will only be acknowledged by us if and to the extent that this has been agreed upon in writing in advance.

6.3. Prices are always listed in Euros. Adjustments of exchange rate differences are not possible.

7. Payment

7.1. Unless otherwise agreed upon, the invoice will be paid within 60 days at the end of the month, to be calculated from the receipt of both the invoice as well as the Deliveries, unless this date is later. Payment will be rendered subject to invoice examination, i.e. payment on our part does not entail acknowledgement of the accuracy of the deliveries.

7.2. We and/or businesses affiliated with us are entitled at all times to offset amounts owed to the Supplier with receivables owed by the Supplier.

7.3. Claims that the Supplier has against us cannot be transferred to third parties in any way whatsoever without our written consent.

8. Claims resulting from defects

8.1. Acceptance will take place subject to an inspection for defects and/or shortcomings, especially also in regard to the accuracy, integrity and quality, and to the extent and as soon as this is possible during usual operational use. Subsequent inspection of any defects will be executed by us as soon as possible. Insofar, the Supplier cannot object against a delayed notification of defects.

8.2. In regard to safety shortcomings and infringements of the property laws, the provisions, regulations apply, unless otherwise stipulated below.

8.3. The Supplier will indicate how the defects will be rectified. We can reject the solution for reasons of technical unsuitability.

8.4. If, after our request to rectify the defects, the Supplier does not immediately begin rectifying the defects, then we will be entitled, in urgent cases, to carry out such a rectification ourselves or it carried out by third parties at the Supplier’s expense.

8.5. In the event of infringements on the (intellectual) property provisions, the Supplier will indemnify us against any possible claims of third parties, unless the Supplier indicates that he cannot be held liable for such infringements.

8.6. The statute of limitation for claims due to defects is 5 years - except for in the case of malicious intent, conscious recklessness or gross negligence - unless the Product was used in accordance with its intended use during the building of a structure and has caused a defect therein. The statute of limitation for hidden defects is 10 years. The statute of limitation begins upon delivery of the Product (the transfer of risk).

8.7. If the Supplier rectifies the defect by delivering a replacement product, the statute of limitations will begin anew after the delivery of the replacement product.

8.8. If we incur costs as a consequence of the delivery of a defective product, among other things, transportation, work, wages and material or higher than normal inspection costs of received products, then these costs will be charged to the Supplier.

8.9. The supplier is accountable for the fault of its sub-suppliers as it is for its own fault.

9. Cancellation and termination

9.1. Unimpeded by the legal regulations concerning dissolution, we retain the right to terminate the Agreement with immediate effect without observing any formalities.

- The Supplier has stopped deliveries to his customers;
- A fundamental deterioration has occurred or threatens to occur in the Supplier’s circumstances and his delivery obligations to us are at risk;
- The Supplier finds himself in a state of insolvency (suspension, bankruptcy, etc.),
- The Supplier no longer fulfills its payment obligations;
- The Supplier infringes the existing legislation in general, and the anti-trust laws and regulations in particular.

9.2. If the Supplier has only partially fulfilled his obligations to us, then we retain the right to either cancel the Agreement in whole with return of the partial delivery or to cancel only the remaining part of the Agreement and retain the partial delivery.

9.3. If we terminate the Agreement (in part) in accordance with this article, then the Supplier must compensate us for the damage incurred by this, unless the Supplier is demonstrably not liable for the occurrence thereof.

10. Provision of materials

Materials, components, containers and special packaging that is provided by us will remain our property. These may solely be used for the intended purpose. These materials and components 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 our materials and components in relation to the value of the whole product.

11. Documentation and confidentiality

11.1. The Supplier must maintain confidentiality vis-à-vis third parties regarding all business and technical information that is provided to us (including information that can be derived from the provided objects, documents or software and all other knowledge and experience), to the extent that this information is not generally public. The Supplier may only disclose this information to persons within his organization to the extent that this is required on order to perform the delivery and/or service. In this case, the Supplier will ensure that the information intended for the Supplier will remain our property. Without our written consent, such information must not be reproduced or commercially exploited, except for deliveries to us. Upon our request, all information stemming from us (including all copies
10. **Compliance**

10.1 The Supplier undertakes, within the framework of its business relationship with us, to respect strictly the applicable anti-corruption regulations.

10.2 The Supplier is not in a position to deal in the framework of its business relationship with us, not to make any action or omission aiming to or bringing about a prevention, restriction or distortion of competition, as well as fornullifying or bypassing applicable anti-corruption regulations. The Supplier undertakes to respect strictly the applicable anti-corruption regulations.

10.3 The Supplier guarantees that it will comply with the applicable laws governing the general management of the supplier and commit sub-suppliers engaged by it to do so. On the same occasion, ensure that the Supplier shall evidence compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee, the Supplier shall hold us harmless from any third party claims and is obliged to reimburse any fines imposed on us in this connection.

10.4 The Supplier is obliged to comply with legal provisions and/or regulations regarding treatment of employees, protection of the environment and occupational health and safety conditions and is obligated to undertake efforts to lessen the negative effects of its activities on people and the environment. To this end, the Supplier will set up and develop a management system in line with its abilities in accordance with ISO 14001. In addition, the Supplier must comply with the UN Global Compact Initiative, which above all deals with the protection of international human rights, the right for collective negotiations, the right to freedom of association and the right to freedom of association and to make decisions on an objective basis (including choice of laws, choice of courts and choice of law).

11. **Liability**

11.1 The Supplier is liable for all damage that occurs to or by the Products as a result of errors or defects in the Products.

11.2 The Supplier is also liable for all damage that stem from or as a consequence of actions and negligence on the part of the Supplier, his personnel or other persons commissioned by him for the execution of the Agreement, including our personnel that is acting according to the Supplier’s instructions.

11.3 The Supplier’s liability also extends to damage to third party goods and to third parties. The Supplier is to safeguard us in regard to liability towards third parties and will indemnify us, if necessary.

11.4 The Supplier declares that the Products do not infringe on the rights of the (industrial) property of third parties and that no license is required in this regard.

11.5 The Supplier must, at his expense, take out insurance to cover contractual and extra-contractual liability. To this end, the Supplier must conclude a liability insurance policy whereby means of redress against us are excluded. Upon our request, the Supplier must provide us with an extract of the policy or the policy for review.

12. **Place of performance**

The place of performance is the location where the goods must be delivered in accordance with the Agreement or where the service provision must take place.

13. **Miscellaneous**

13.1. If one of the provisions of these conditions and supplemental agreements is or becomes invalid or is nullified, then the remaining provisions will remain in full force. The Parties will agree on a new provision that comes as close as possible to the intent of the original provision in replacement of the invalid or nullified provision.

13.2. If the court finds that the Supplier will not respect the agreement or order or parts thereof to third parties. In the same vein, no change of manufacturer or subcontractor may be made without our written permission.

13.5. Any dispute stemming from and/or connected to these conditions and/or agreements will, subject to a higher court, be adjudicated by the competent court in Utrecht to the exclusion of any other court, notwithstanding the possibility of requesting a preliminary settlement in summary proceedings.

14. **Services**

The Supplier is obliged to take into account our legal interests – as much as possible – and to make decisions on an objective basis (including choice of materials, choice of accessories and/or components).

22.1. Services. We must be performed in compliance with the contractually agreed upon stipulations, including all contracts that are a part of the description.

22.2. When executing an order, the Supplier is obliged to take into account our legal interests – as much as possible – and to make decisions on an objective basis (including choice of laws, choice of courts and choice of law).

23. **Remuneration**

23.1. The Supplier will receive remuneration for the services to be performed. The amount of this remuneration will be agreed upon in writing in advance. Agreement upon amounts are fixed amounts, unless expressly otherwise stipulated. If, on the basis of an express agreement, the remuneration to be paid is not fixed but is based on a subsequent calculation, then the Supplier guarantees that the remuneration to be paid shall be no higher than the amount agreed upon in writing and give the quotation. Additional costs will only be compensated by us if these have been expressly agreed upon in writing.

Special conditions for the purchase of objects

These special provisions comprise a supplement to the general conditions. In the event of contradictions between these special conditions and our general conditions, these special conditions will prevail.
24. Work results/innovation

24.1. We have the right, at our discretion and free from the rights and claims of third parties, to use and exploit all results achieved during the execution of the services, including every innovation and of all rights of usage and exploitation, as soon as these results and rights come into being.

24.2. The Supplier must ensure that, in his relationship with his employees, subordinates and/or subcontractors, any required transfer of rights needed for the rights stipulated in the previous section will take place without delay and upon first request.

24.3. We can request intellectual property rights at our discretion, domestically or internationally, for every innovation that is a part of the results of the services and furthermore exercise the rights that stem from this.

25. Documentation and confidentiality

25.1. The Supplier will treat as confidential all results of the services in accordance with the executed agreement, including all demonstrable material. In the event of deficiencies in this regard, we are entitled, without prejudice to our other rights, to ourselves take all of the measures we deem necessary, including having the work activities performed by third parties commissioned by the Supplier.

25.2. Minor defects that do not impede use do not constitute a reason for rejection, without prejudice to the Supplier's obligation to resolve these defects as quickly as possible.

25.3. The Supplier will, in all circumstances, suitable measures for maintaining confidentiality and secrecy, such as password-protected access to and protection of documents, models and data files and actual and spatial separation of other activities. CAD data and all other digitally saved information developed and/or supplied by us must be destroyed upon our request or when the contract ends.

26. Execution of activities

Persons who execute activities within the scope of the agreement at our factory premises must comply with the regulations of the location in question. Liability for accidents that involve such persons is rejected. The Supplier indemnifies us from any claims that the Supplier's employees or third parties commissioned by the Supplier may have during the execution based on article 7:658 of the Civil Code, unless these accidents are the result of intent or conscious recklessness of our legal representatives or employees who are involved in the execution of our obligations.

27. Sequential Liability Act ("Wet Ketenaansprakelijkheid")

If the Sequential Liability Act ("Wet Ketenaansprakelijkheid") applies to any agreement concluded between the Parties, then additional conditions that will be subsequently specified will apply to this. In any case, the following provisions will apply to the Parties in this case.

The Supplier is obligated to show us the following upon first request:
- A latest proof of registration with the Chamber of Commerce ("Kamer van Koophandel")
- A statement from the tax authorities regarding payment of income tax and social insurance contributions.

The Supplier is obligated, upon first request, to provide us with a list with the names of his employees and the employees of third parties commissioned by him who will be deployed to work for us within the scope of the agreement, including an indication of the dates when this will take place. The Supplier will also allow us to view the payroll statements upon first request. We are entitled to pay (in part) a Supplier's claim to the tax authorities.

28. Supervision and quality of employees

The Supplier is responsible for the daily management and supervision of the execution of the work. The Supplier guarantees that he will use sufficiently qualified employees in regard to training, expertise and experience. The Supplier will not replace these employees without prior written consent from us, which will not be withheld for unreasonable grounds.

The Supplier will replace one or more of his employees without delay if we require this of him on reasonable grounds, e.g. because the employees are not suited for their task in our opinion or are acting contrary to the obligations of the agreement. Without prejudice to article 26 for this, the Supplier must comply with the legal obligations for all workers present at the work site. We retain the right to monitor this.

29. Progress of work activities

The Supplier will, upon first request, provide us with his implementation schedule in regard to the time planning and staffing of the work activities and inform us about the progress therefore as frequently as and in the manner in which we require. If the progress of the work activities has, in our estimation, stagnated to the extent that these will not be completed on time, we will notify the Supplier of this in writing. In this case, the Supplier is obligated to take, within two weeks, all the measures that are necessary in our estimation to make up the arrears within a short period of time, including hiring additional personnel or material. In the event of deficiencies in this regard, we are entitled, without prejudice to our other rights, to ourselves take all of the measures we deem necessary, including having the work activities performed by third parties at the expense of the Supplier. In this case, the Supplier will provide us and third parties commissioned by us with all of the desired cooperation.

30. Suspension and premature termination

We retain the right at all times to suspend execution of the work activities until further orders. In this case, the implementation date will be extended by the duration of the suspension and we will compensate the Supplier for all reasonable costs stemming from the suspension, with the understanding that the Supplier must take all reasonable measures to keep these costs as low as possible. Furthermore, we are entitled at all times to terminate the agreement prematurely against compensation for the part of the services that has been executed in accordance with the agreement, including all demonstrable additional costs that the Supplier had to incur as a result of the termination.

31. Fulfilment, acceptance and delivery

31.1. When the Supplier has fulfilled the agreed-upon services in his estimation, he must notify us of this in writing. Unless otherwise stipulated in the agreement, the services will be considered as being accepted and hence delivered if we have accepted them in writing or, after preceding written proof of default, do not provide timely notification of either acceptance or rejection of the work activities. Minor defects that do not impede use do not constitute a reason for rejection, without prejudice to the Supplier's obligation to resolve these defects as quickly as possible.

31.2. Acceptance of the services will take place at the moment that the entirety of the services has been approved and not at the moment that such services start or have been paid for.

32. Protection of personal data

If a Supplier has to process, directly or indirectly, personal data for the execution of the agreed Services, the Bosch standard template of the processing agreement, except if otherwise agreed between parties.